NOTICE OF COUNCIL MEETING

VIRTUAL MEETING (Open to the Public)
Monday, August 11, 2025
6:45 PM

Members of the Aurora City Council will participate remotely in the August 11, 2025 Council Meeting. Members of the public and media are invited to view or listen live through the options listed below.

www.auroraTV.org

Youtube.com/TheAuroraChannel

Cable Channels 8 and 880 in Aurora

Call: 885-695-3475

Call-in Participation

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

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

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

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

Translation/Accessibility

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

If you are in need of an interpreter, please contact the Office of International and Immigrant Affairs at 303-739-7521 by Monday, August 11, 2025 at 9:00 a.m. (Si necesita un intérprete, comuníquese con la oficina de asuntos internacionales e inmigrantes en 303-739-7521 por el domingo anterior a la reunion del lunes.)

City of Aurora, Colorado

Monday August 11, 2025

EXECUTIVE SESSION

(Closed to the Public)
VIRTUAL ONLY
4:00 p.m.

STUDY SESSION OF THE AURORA CITY COUNCIL

(Open to the Public)
VIRTUAL ONLY
5:30 p.m.

PUBLIC COMMENT LISTENING SESSION

(Open to the Public)
VIRTUAL ONLY
6:00 p.m.

REGULAR MEETING OF THE AURORA CITY COUNCIL

(Open to the Public)
VIRTUAL ONLY
6:45 p.m.

AGENDA

Regular Meeting of the Aurora City Council

Monday, August 11, 2025, 6:45 p.m.
VIRTUAL MEETING

Pages

1. CALL TO ORDER

2. ROLL CALL

3. INVOCATION/MOMENT OF SILENCE

4. PLEDGE OF ALLEGIANCE

5. EXECUTIVE SESSION UPDATE

6. APPROVAL OF MINUTES

   6.a July 28, 2025 Meeting Minutes 11

7. PROCLAMATIONS OR CEREMONIES

8. ADOPTION OF THE AGENDA

9. CONSENT CALENDAR - MOTIONS

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

   9.a Motions

   9.b Planning Matters

   9.c Appointments to Boards and Commissions

      9.c.1 Consideration to Reappoint Two (2) Members to the Library Board 27

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

10. CONSENT CALENDAR - RESOLUTIONS AND ORDINANCES

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

10.a Resolutions

10.a.1 Establishing Requirements for City Boards and Commissions 54

R2025-78 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, ESTABLISHING REQUIREMENTS FOR THE CITY'S BOARDS AND COMMISSIONS AND OTHER RELATED MATTERS

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

10.a.2 Intergovernmental Agreement (IGA) with Arapahoe County for the 2025 Coordinated Election 61

R2025-80 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING THE INTERGOVERNMENTAL AGREEMENT BETWEEN ARAPAHOE COUNTY AND THE CITY OF AURORA FOR THE COORDINATED ELECTION TO BE HELD NOVEMBER 4, 2025

A waiver of reconsideration is being requested to meet the deadline set by state statute.

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

10.a.3 Intergovernmental Agreement (IGA) with Adams County for the 2025 Coordinated Election 84

R2025-81 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING THE INTERGOVERNMENTAL AGREEMENT BETWEEN ADAMS COUNTY AND THE CITY OF AURORA FOR THE COORDINATED ELECTION TO BE HELD NOVEMBER 4, 2025

A waiver of reconsideration is being requested to meet the deadline set by state statute.

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

10.a.4 **Intergovernmental Agreement (IGA) with Douglas County for the 2025 Coordinated Election** 102

R2025-82 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING THE INTERGOVERNMENTAL AGREEMENT BETWEEN DOUGLAS COUNTY AND THE CITY OF AURORA FOR THE COORDINATED ELECTION TO BE HELD NOVEMBER 4, 2025

A waiver of reconsideration is being requested to meet the deadline set by state statute.

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

10.a.5 **Intergovernmental Agreement (IGA) with Colorado Department of Transportation (CDOT) for Fuels Impact Reduction Grant** 139

R2025-83 A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, FOR THE INTERGOVERNMENTAL AGREEMENT BETWEEN CITY OF AURORA AND COLORADO DEPARTMENT OF TRANSPORTATION FOR THE FUELS IMPACT REDUCTION GRANT PROGRAM

Carlie Campuzano, Deputy Director of Transportation and Mobility, Public Works / Michelle Gardner, Senior Assistant City Attorney

10.a.6 **Central Community Park Master Plan** 172

R2025-84 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL'S APPROVAL OF THE CENTRAL COMMUNITY PARK MASTER PLAN

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

10.a.7 **First Amendment to the Strontia Springs Deep Sediment Removal Intergovernmental Agreement (IGA)** 201

R2025-85 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL'S SUPPORT OF THE FIRST AMENDMENT TO AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF AURORA, COLORADO, ACTING BY AND THROUGH ITS UTILITY ENTERPRISE AND THE CITY AND COUNTY OF DENVER REGARDING THE STRONTIA SPRINGS DAM DEEP SEDIMENT REMOVAL PROJECT

Mathew Allsopp, Source of Supply Superintendent, Aurora Water / Ian Best, Assistant City Attorney

10.a.8 **Horizon Uptown HULand1, LLC. Reimbursement Agreement** 242

R2025-86 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL'S APPROVAL OF THE UTILITY COST REIMBURSEMENT AGREEMENT BETWEEN THE CITY OF AURORA ACTING BY AND THROUGH ITS UTILITY ENTERPRISE AND HULAND1 LLC

Jennifer Wynn, Engineer, Aurora Water / Ian Best, Assistant City Attorney

10.a.9 **Update to the Intergovernmental Agreement (IGA) Establishing the Fitzsimons Redevelopment Authority** 300

R2025-87 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING THE AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT ESTABLISHING THE FITZSIMONS REDVELOPMENT AUTHORITY

Jason Batchelor, City Manager / Brian Rulla, Assistant City Attorney

10.b **Finalizing of Ordinances**

Ordinances approved unanimously at first reading.

10.b.1 Nonscheduled Psychoactive Ingredients and Drug Paraphernalia Implements 325

2025-64 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, REGULATING THE SALE OF NONSCHEDULED PSYCHOACTIVE PRODUCTS POSING SUBSTANTIAL PUBLIC SAFETY RISK, AND PROHIBITING THE PROFITING FROM THE ILLICIT DRUG INDUSTRY THROUGH SALE OF DRUG PARAPHERNALIA IMPLEMENTS

Sponsor: Alison Coombs, Council Member / Curtis Gardner, Council Member

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

10.b.2 Marijuana Licensing Code Technical Amendments 379

2025-65 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, AMENDING SECTIONS 6-301, 6-302, 6-303, 6-304(C) AND (F), 6-305, 6-306, 6-307, 6-308(A), (E), (G)(1), H)(2), (K), (L(1), (L)(3), AND (N), 6-309(A)(1) AND (A)(5), 6-311(B), 6-312(A), 6-314(A) AND (F), 6-316(B), (D) AND (H), 6-317, 6-318(A) AND (B)(1), AND 6-319 OF THE CITY CODE PERTAINING TO THE LICENSING OF REGULATED MARIJUANA

Trevor Vaughn, Manager of Licensing, Finance / Tim Joyce, Assistant City Attorney

10.b.3 2025 Heavy Fleet Lease - Purchase Financing 398

2025-67 AN ORDINANCE AUTHORIZING THE USE OF LEASE-PURCHASE FINANCING TO ACQUIRE CERTAIN EQUIPMENT PURSUANT TO THE TERMS OF AN EQUIPMENT LEASE-PURCHASE AGREEMENT BY AND BETWEEN THE 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 OTHER RELATED MATTERS

Teresa Sedmak, City Treasurer, Finance / Hanosky Hernandez, Senior Assistant City Attorney

10.b.4 **Surcharge Inflation Index Correction** 407

2025-70 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, AMENDING SECTION 50-37 OF THE CITY CODE OF THE CITY OF AURORA, COLORADO, RELATING TO MUNICIPAL COURT SURCHARGES, AND OTHER RELATED MATTERS

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

10.b.5 **Large Water Users** 412

2025-71 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, ADDING SECTION 138-161 OF THE CITY CODE PERTAINING TO LARGE WATER VOLUME SERVICE REQUESTS WITHIN AURORA WATER'S SERVICE AREA BOUNDARY

Sponsor: Steve Sundberg, Council Member

Sarah Young, Assistant General Manager of Planning and Engineering, Aurora Water / Ian Best, Assistant City Attorney

11. PUBLIC HEARINGS

Public hearings with or without related ordinances.

11.a **Unified Development Ordinance (UDO) Amendment for Setbacks and Easement Around Plugged Oil Wells** 419

2025-68 A PUBLIC HEARING AND CONSIDERATION OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, AMENDING CHAPTER 135 OF THE CITY CODE AND ADDING SECTION 146-4.2.3(k) TO THE UNIFIED DEVELOPMENT ORDINANCE PERTAINING TO PLUGGED OIL AND GAS WELLS

Jeffrey Moore, Manager, Energy and Environment Division / Dave Scott, Assistant City Attorney

11.b QuikTrip 4263 Conditional Use Appeal 447

A PUBLIC HEARING AND CONSIDERATION WITHOUT RELATED ORDINANCE TO CONSIDER AN APPEAL BY THE APPLICANT REGARDING THE PLANNING AND ZONING COMISSION DECISION OF DENIAL FOR THE QUIKTRIP 4263 SITE PLAN AND CONDITIONAL USE

James Schireman, Planner I, Planning and Business Development / Lena McClelland, Assistant City Attorney

11.c QuikTrip 4263 Site Plan Appeal 542

A PUBLIC HEARING AND CONSIDERATION WITHOUT RELATED ORDINANCE TO CONSIDER AN APPEAL BY THE APPLICANT REGARDING THE PLANNING AND ZONING COMISSION DECISION OF DENIAL FOR THE QUIKTRIP 4263 SITE PLAN AND CONDITIONAL USE

James Schireman, Planner I, Planning and Business Development / Lena McClelland, Assistant City Attorney

12. INTRODUCTION OF ORDINANCES

12.a Eliminating the Independent Review Board 637

2025-72 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, ELIMINATING THE INDEPENDENT REVIEW BOARD

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

12.b Eliminating the Human Relations Commission 643

2025-73 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, ELIMINATING THE HUMAN RELATIONS COMMISSION

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

12.c Eliminating the Veterans' Affairs Commission 651

2025-74 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, ELIMINATING THE VETERANS' AFFAIRS COMMISSION

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

12.d **Eliminating the Youth Commission** 658

2025-75 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, ELIMINATING THE YOUTH COMMISSION AND ESTABLISHING YOUTH PARTICIPATION ON OTHER BOARDS AND COMMISSIONS

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

12.e **Consolidating Parks and Recreation, Open Space, and Golf Course Advisory into a Single Parks, Recreation, and Open Space Advisory Board** 665

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

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

12.f **Consolidating the City's Arts and Cultural Boards into a Single Cultural Services Commission** 679

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

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

12.g **Amending Membership Provisions for the Aurora Immigrant and Refugee Commission** 694

2025-78 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, AMENDING SECTION 2-878 OF THE AURORA CITY CODE CONCERNING MEMBERS OF THE AURORA IMMIGRANT AND REFUGEE COMMISSION

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

12.h **Amending Membership Provisions for the Library Board** 699

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

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

12.i Adding and Amending Provisions of the City Code Related to the Business Advisory Board 704

2025-80 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, ADDING SECTION 26-29 AND AMENDING SECTIONS 26-52 AND 2-772 OF THE AURORA CITY CODE CONCERNING THE BUSINESS ADVISORY BOARD

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

12.j Updating the Art in Public Places Program to Reflect Current Practices 711

2025-81 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, AMENDING CHAPTER 34, ARTICLE IV OF THE CITY CODE TO UPDATE THE PURPOSE AND FUNCTION OF THE ARTS IN PUBLIC PLACES PROGRAM

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

13. FINALIZING OF ORDINANCES

Ordinances not approved unanimously at first reading.

14. ANNEXATIONS

14.a Sandy Point Annexation Ordinance 722

2025-82 AN ORDINANCE ANNEXING A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER AND THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, (SANDY POINT ANNEXATION) 242.154 ACRES

Justin Andrews, Project Manager, Development Services / Brian Rulla, Assistant City Attorney

14.b Sandy Point Annexation Agreement 732

Justin Andrews, Project Manager, Development Services / Brian Rulla, Assistant City Attorney

15. RECONSIDERATIONS AND CALL UPS

16. GENERAL BUSINESS

17. REPORTS

17.a Mayor

17.b Council

18. ADJOURNMENT

MINUTES

Regular Meeting of the Aurora City Council

Monday, July 28, 2025

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

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1. CALL TO ORDER

Mayor Coffman reconvened the regular meeting of the City Council at 6:45 p.m.

2. ROLL CALL

Public call-in instructions were provided in English and Spanish.

3. INVOCATION/MOMENT OF SILENCE

Mayor Coffman led in prayer for the July 28,2025 council meeting.

4. PLEDGE OF ALLEGIANCE

(All Standing)

Mayor Coffman read a land acknowledgement.

5. EXECUTIVE SESSION UPDATE

Mayor Coffman provided an update on the Executive Session, stating litigation and real property issues were discussed.

Mayor Coffman read a decorum statement.

6. APPROVAL OF MINUTES

6.a July 14, 2025 Meeting Minutes

Moved by: Steve Sundberg

Second by: Stephanie Hancock

Does Council wish to approve the minutes of the July 14, 2025 meeting?

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

7. PROCLAMATIONS OR CEREMONIES

8. ADOPTION OF THE AGENDA

Moved by: Alison Coombs

Second by: Angela Lawson

Does Council wish to adopt the agenda as presented?

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

9. CONSENT CALENDAR - MOTIONS

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

Moved by: Danielle Jurinsky

Second by: Françoise Bergan

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

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

9.a Motions

9.b Planning Matters

9.c Appointments to Boards and Commissions

9.c.1 Consideration to Remove One (1) Member from the Citizen's Advisory Committee on Housing & Community Development

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

9.c.2 Consideration to Appoint Four (4) Members to the Aurora Immigrant and Refugee Commission

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

9.c.3 Consideration to Reappoint One (1) Member to the Historic Preservation Commission

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

9.c.4 Consideration to Reappoint One (1) Member to the Judicial Performance Commission

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

10. CONSENT CALENDAR - RESOLUTIONS AND ORDINANCES

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

Moved by: Curtis Gardner

Second by: Françoise Bergan

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

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

10.a Resolutions

10.a.1 Cache Creek Water Rights Intergovernmental Agreement (IGA)

R2025-68 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL'S APPROVAL OF AN INTERGOVERNMENTAL AGREEEMENT BETWEEN THE CITY OF AURORA, ACTING BY AND THROUGH ITS UTILITY ENTERPRISE, AND THE UNITED STATES OF AMERICA, DEPARTMENT OF THE INTERIOR, BUREAU OF LAND MANAGEMENT FOR PROVISION OF STORAGE AND USE OF CACHE CREEK WATER RIGHTS

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

10.a.2 Intergovernmental Agreement (IGA) for the High Line Canal Bridge Installation

R2025-69 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL'S APPROVAL OF THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF AURORA, COLORADO, ARAPAHOE COUNTY AND DENVER WATER FOR THE CITY TO CONSTRUCT, UTILIZE, MAINTAIN IN GOOD REPAIR, AND REINSTALL A PEDESTRIAN BRIDGE ACROSS THE HIGH LINE CANAL AT APPROXIMATELY SOUTH CHAMBERS ROAD AND 8TH AVENUE

Brian Green, Director, Parks, Recreation, and Open Space / Tim Joyce, Assistant City Attorney

10.a.3 Intergovernmental Agreement (IGA) with Arapahoe County for Voter Service Polling Center (VSPC) and Ballot Drop Box Locations

R2025-70 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING AMENDMENT NO.3 FOR 2025, 2026, AND 2027 TO A STANDING INTERGOVERNMENTAL AGREEMENT BETWEEN ARAPAHOE COUNTY AND THE CITY OF AURORA, PERTAINING TO APPROVED VOTER SERVICE AND POLLING CENTERS

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

10.a.4 22nd Ave Outfall to Westerly Creek Improvement Project Intergovernmental Agreement (IGA) Amendment

R2025-73 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING THE SIXTH AMENDMENT TO AN AGREEMENT REGARDING FINAL DESIGN, RIGHT-OF-WAY ACQUISITION, AND CONSTRUCTION OF DRAINAGE AND FLOOD CONTROL IMPROVEMENTS FOR 22ND AVENUE OUTFALL TO WESTERLY CREEK BETWEEN THE CITY OF AURORA AND URBAN DRAINAGE AND FLOOD CONTROL DISTRICT D/B/A MILE HIGH FLOOD DISTRICT

James DeHerrera, Planning Services Manager, Aurora Water / Ian Best, Assistant City Attorney

10.a.5 Drainage and Flood Control Improvements for First Creek Detention Upstream of I-70 Intergovernmental Agreement (IGA) Amendment

R2025-74 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL'S SUPPORT OF THE SIXTEENTH AMENDMENT TO AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF AURORA COLORADO ACTING BY AND THROUGH ITS UTILITY ENTERPRISE AND THE URBAN DRAINAGE AND FLOOD CONTROL DISTRICT, D/B/A MILE HIGH FLOOD DISTRICT REGARDING DESIGN AND CONSTRUCTION OF DRAINAGE AND FLOOD CONTROL IMPROVEMENTS FOR FIRST CREEK DETENTION UPSTREAM OF I-70

James DeHerrera, Planning Services Manager, Aurora Water / Ian Best, Assistant City Attorney

10.a.6 Intergovernmental Agreement (IGA) Amendment with Colorado Department of Transportation (CDOT) for Additional

Grant Funding for 11th / Havana / Del Mar Improvements Project

R2025-75 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING THE FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF AURORA AND THE COLORADO DEPARTMENT OF TRANSPORTATION (CDOT) FOR 11th AVENUE, HAVANA STREET, AND DEL MAR PARKWAY PROJECT

A waiver of reconsideration is being requested due to the urgency to execute the First Amendment to Intergovernmental Agreement (IGA) and seek Colorado Department of Transportation (CDOT) reimbursement while the project is in active construction.

Cathleen Valencia, Manager of Project Delivery Services, Public Works / Michelle Gardner, Senior Assistant City Attorney

10.a.7 Dominion Water and Sanitation District Intergovernmental Agreement (IGA)

R2025-76 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING THE CONSOLIDATED, AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT FOR THE DELIVERY OF WATER BETWEEN THE CITY OF AURORA, ACTING BY AND THROUGH ITS UTILITY ENTERPRISE AND DOMINION WATER AND SANITATION DISTRICT

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

10.a.8 Department of Local Affairs (DOLA) Housing Needs Assessment / Housing Action Plan Grant Application

R2025-77 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL'S APPROVAL FOR THE HOUSING AND COMMUNITY DEVELOPMENT DIVISION APPLICATION FOR A GRANT FROM THE COLORADO DEPARTMENT OF LOCAL AFFAIRS TO CONDUCT AND PUBLISH A HOUSING NEEDS ASSESSMENT AND HOUSING ACTION PLAN

Waiver of reconsideration requested due to the grant timeline and competitive, limited nature of funding available.

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

10.b Finalizing of Ordinances

Ordinances approved unanimously at first reading.

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.

10.b.1 Amendments to the City Charter Concerning Filling City Council Vacancies Based on the Timing of the Vacancy

2025-55 AN ORDINANCE SUBMITTING TO A VOTE OF THE REGISTERED ELECTORS OF THE CITY OF AURORA, COLORADO, AT THE REGULAR MUNICIPAL ELECTION OF NOVEMBER 4, 2025, PROPOSED AMENDMENTS TO ARTICLE 3-7 OF THE CITY CHARTER CONCERNING FILLING CITY COUNCIL VACANCIES BASED ON THE TIMING OF THE VACANCY

Jason Batchelor, City Manager / Peter Schulte, City Attorney

10.b.2 Amendment to the City Code to Enforce State Vehicle Registration Requirements

2025-63 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, ADDING SECTION 134-11 TO THE CITY CODE TO ENFORCE STATE VEHICLE REGISTRATION REQUIREMENTS

Sponsor: Danielle Jurinsky, Council Member / Stephanie Hancock, Council Member

Matt Brukbacher, Commander, Police / Mandy MacDonald, Assistant City Attorney

10.b.3 Proposed Colfax Downtown Development Authority Election

2025-69 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, CONCERNING THE CREATION AND ORGANIZATION OF THE AURORA DOWNTOWN DEVELOPMENT AUTHORITY IN THE CITY OF AURORA, COLORADO, DECLARING THE NECESSITY FOR AN ELECTION ON NOVEMBER 4, 2025, CONCERNING THE FORMATION OF SUCH AUTHORITY, PURSUANT TO COLO. CONST. ART. X, SEC. 20 AND STATUTORY REVENUE LIMITATIONS FOR SUCH AUTHORITY, DETERMINING ORGANIZATIONAL ASPECTS OF THE AURORA DOWNTOWN DEVELOPMENT AUTHORITY BOARD, AND PROVIDING OTHER DETAILS RELATED THERETO

Sponsor: Curtis Gardner, Council Member / Crystal Murillo, Council Member

Laura Perry, Deputy City Manager / Rachel Allen, Deputy City Attorney

Outside speakers: Brad Segal, Progressive Urban Management Associates (P.U.M.A.) / Naomi Grunditz Lacewell, Progressive Urban Management Associates (P.U.M.A.)

11. PUBLIC HEARINGS

Public hearings with or without related ordinances.

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.

12. INTRODUCTION OF ORDINANCES

12.a Nonscheduled Psychoactive Ingredients and Drug Paraphernalia Implements

2025-64 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, REGULATING THE SALE OF NONSCHEDULED PSYCHOACTIVE PRODUCTS POSING SUBSTANTIAL PUBLIC SAFETY RISK, AND PROHIBITING THE PROFITING FROM THE ILLICIT DRUG INDUSTRY THROUGH SALE OF DRUG PARAPHERNALIA IMPLEMENTS

Sponsor: Alison Coombs, Council Member / Curtis Gardner, Council Member

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

CM Coombs expressed that this was brought forward in collaboration with Trevor Vaughn, as there are a number of places throughout the city selling substances known to cause serious health issues that have not been scheduled as controlled substances, some of which are not approved by the FDA for consumption but were being sold in way that encouraged people to consume them. She said they want to make sure stores are not taking advantage of loopholes in the laws to put harmful substances into our community.

Staff gave a brief presentation on the item.

CM Sundberg asked if drug paraphernalia elements like weed pipes were included.

Staff answered no, as marijuana is legal, but they are really looking at things like crack pipes, oil burners, and meth pipes, which are the most common ones they see, as well as the filters that are used on those.

Moved by: Alison Coombs

Second by: Curtis Gardner

Does the Council support the Nonscheduled Psychoactive Ingredients and Drug Paraphernalia Implements?

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

12.b Marijuana Licensing Code Technical Amendments

2025-65 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, AMENDING SECTIONS 6-301, 6-302, 6-303, 6-304(C) AND (F), 6-305, 6-306, 6-307, 6-308(A), (E), (G)(1), H)(2), (K), (L(1), (L)(3), AND (N), 6-309(A)(1) AND (A)(5), 6-311(B), 6-312(A), 6-314(A) AND

(F), 6-316(B), (D) AND (H), 6-317, 6-318(A) AND (B)(1), AND 6-319 OF THE CITY CODE PERTAINING TO THE LICENSING OF REGULATED MARIJUANA

Trevor Vaughn, Manager of Licensing, Finance / Tim Joyce, Assistant City Attorney

Staff gave a brief presentation on the item.

Moved by: Alison Coombs

Second by: Steve Sundberg

Does the Council wish to support the Marijuana Licensing Code Technical Amendments?

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

12.c 2025 Heavy Fleet Lease - Purchase Financing

2025-67 AN ORDINANCE AUTHORIZING THE USE OF LEASE-PURCHASE FINANCING TO ACQUIRE CERTAIN EQUIPMENT PURSUANT TO THE TERMS OF AN EQUIPMENT LEASE-PURCHASE AGREEMENT BY AND BETWEEN THE 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 OTHER RELATED MATTERS

Teresa Sedmak, City Treasurer, Finance / Hanosky Hernandez, Senior Assistant City Attorney

Staff gave a brief presentation on the item.

Moved by: Françoise Bergan

Second by: Stephanie Hancock

Does the Council support the Heavy Fleet Lease - Purchase Financing ordinance?

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

12.d Surcharge Inflation Index Correction

2025-70 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, AMENDING SECTION 50-37 OF THE CITY CODE OF THE CITY OF AURORA, COLORADO, RELATING TO MUNICIPAL COURT SURCHARGES, AND OTHER RELATED MATTERS

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

Staff gave a brief presentation on the item.

Moved by: Curtis Gardner

Second by: Françoise Bergan

Does the Council wish to support the approval of the Surcharge Inflation Index Correction?

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

12.e Large Water Users

2025-71 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, ADDING SECTION 138-161 OF THE CITY CODE PERTAINING TO LARGE WATER VOLUME SERVICE REQUESTS WITHIN AURORA WATER'S SERVICE AREA BOUNDARY

Sponsor: Steve Sundberg, Council Member

Sarah Young, Assistant General Manager of Planning and Engineering, Aurora Water / Ian Best, Assistant City Attorney

MPT Sundberg voiced that this was in consideration due to the fact they live in an aired climate, are conservationally minded, and have businesses that want to come to our city that may use too much water. This provides a matrix and guide to what type of industries use what types of water amounts, and he has been told that certain business and industries looking at this have already decided to cut back and make their water usage more efficient through technology.

Staff gave a brief presentation on the item.

CM Bergan was happy to see this put into code, as it is important for developers to know this is codified and know the rules moving forward.

CM Coombs wholeheartedly supported this and said she would have additional notes from their most recent Water Policy Committee during her report to reinforce the importance of putting this into policy.

Moved by: Steve Sundberg

Second by: Stephanie Hancock

Does Council support the Ordinance adding section 138-161 of the City Code pertaining to Large Water Volume Service Requests within Aurora Water's service area boundary?

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

13. FINALIZING OF ORDINANCES

Ordinances not approved unanimously at first reading.

13.a Amendment to the City Charter Concerning Elective Public Office

2025-57 AN ORDINANCE SUBMITTING TO A VOTE OF THE REGISTERED ELECTORS OF THE CITY OF AURORA, COLORADO, AT THE REGULAR MUNICIPAL ELECTION OF NOVEMBER 4, 2025, A PROPOSED AMENDMENT TO ARTICLE 3-3 OF THE CITY CHARTER CONCERNING ELECTIVE PUBLIC OFFICE

Jason Batchelor, City Manager / Peter Schulte, City Attorney

Staff gave a brief presentation on the item.

CM Coombs felt there were significant potential conflicts that would not necessarily be resolvable by council members holding other offices that would allow them to do both this office and another office that have been clearly highlighted by the number of lawsuits initiated against other bodies and the state of Colorado. She explained that she was not concerned about people's willingness to negotiate potential conflicts, but about the ability to negotiate those conflicts while carrying out the duties of both offices.

Moved by: Amsalu Kassaw

Second by: Stephanie Hancock

Does the Council support the Amendment to the City Charter Concerning Elective Public Office as amended?

Voting Aye: (8): Françoise Bergan, Curtis Gardner, Stephanie Hancock, Danielle Jurinsky, Amsalu Kassaw, Angela Lawson, Crystal Murillo, and Steve Sundberg

Voting Nay: (2): Alison Coombs, and Ruben Medina

13.b Amendment to the City Code to Add a Local Amendment to the Model Traffic Code Pertaining to the Offense of Eluding

2025-62 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, AMENDING SECTION 134-2 OF THE CITY CODE PERTAINING TO LOCAL AMENDMENTS TO THE 2024 MODEL TRAFFIC CODE

Matt Brukbacher, Commander, Police / Mandy MacDonald, Assistant City Attorney

Staff gave a brief presentation on the item.

Moved by: Steve Sundberg

Second by: Danielle Jurinsky

Does Council wish to support the ordinance to amend section 134-2 of the City Code to add a local amendment to the Model Traffic Code related to the offense of Eluding or Attempting to Elude a Police Officer?

Voting Aye: (9): Françoise Bergan, Curtis Gardner, Stephanie Hancock, Danielle Jurinsky, Amsalu Kassaw, Angela Lawson, Ruben Medina, Crystal Murillo, and Steve Sundberg

Voting Nay: (1): Alison Coombs

14. ANNEXATIONS

14.a Sandy Point Annexation Findings of Fact

R2025-79 A PUBLIC HEARING AND CONSIDERATION OF A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, MAKING CERTAIN FINDINGS OF FACT REGARDING THE PROPOSED ANNEXATION OF A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER AND THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, (SANDY POINT ANNEXATION) 242.154 ACRE

Justin Andrews, Project Manager, Development Services / Brian Rulla, Assistant City Attorney

Mayor Coffman opened the public hearing.

Staff gave a brief presentation on the item.

Mayor Coffman closed the public hearing.

Moved by: Steve Sundberg

Second by: Angela Lawson

Does Council wish to support the approval of the Sandy Point Annexation Findings of Fact?

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

14.b Sandy Point Annexation Ordinance

2025-82 AN ORDINANCE ANNEXING A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER AND THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, (SANDY POINT ANNEXATION) 242.154 ACRES

Justin Andrews, Project Manager, Development Services / Brian Rulla, Assistant City Attorney

Staff gave a brief presentation on the item.

CM Bergan asked staff if they knew anything about the type of use this would be. She believed it would be industrial but wanted to know if Water had been consulted or would just have to follow the large water user ordinances they just passed in code.

Staff answered that was correct, as this annexation was vetted with Aurora Water for utility service considerations prior to the petition acceptance, and they will be required to meet all pertinent regulations.

Moved by: Steve Sundberg

Second by: Amsalu Kassaw

Does the Council wish to support the approval of the Sandy Point Annexation Ordinance?

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

15. RECONSIDERATIONS AND CALL UPS

16. GENERAL BUSINESS

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

Peter Schulte, City Attorney

Council heard public testimony on the agenda related item.

Staff gave a brief presentation on the item

CM Coombs voiced they have seen people coming and staying within their time limits and abiding by the decorum rules in recent meetings, once they agreed to reinstate the public comment listening session. Therefore, it would be appropriate to give people a chance to continue that in person. She commented that many people on this body have agreed and indicated over time that in-person meetings are move

effective and appropriate for them to conduct their meetings in person, to which she agrees.

CM Hancock agreed that in-person meetings are effective, and she enjoys meeting the public, but any time someone wants to speak to them in their constituency, no matter where they reside in the city, they have the opportunity to email, call, and write. She noted that she also has attended HOA meetings with concerned constituents on particular issues, so they are not out of reach for the constituents they work for. However, it is important that when they come in Council Chambers that people need to be reminded of the respect that is due to the office, whether they like us or not, as the office of the City Council and the work they do for the constituents of the city is important and they need to get their business done. She added that inviting public to be heard was not a statutory right, but a courtesy. She stated that people behaving the last couple weeks has been good, but they need to make sure that when people come into the chambers that they follow the rules and treat us with the same respect that we try to treat them with. CM Hancock voiced that it is fine if they disagree with us and we disagree with them, but she wants to make sure that people work within their parameters.

CM Bergan reiterated that the constituents that reside in Aurora are able to contact us by email, phone, and at her town halls, so there are opportunities to listen to constituents. She was not in support of the motion but would have to see going forward.

Moved by: Alison Coombs

Second by: Ruben Medina

Does Council wish to resume in-person Council Meetings beginning Aug. 11th?

Voting Aye: (5): Mayor Coffman, Alison Coombs, Stephanie Hancock, Ruben Medina, and Crystal Murillo

Voting Nay: (6): Françoise Bergan, Curtis Gardner, Danielle Jurinsky, Amsalu Kassaw, Angela Lawson, and Steve Sundberg

17. REPORTS

17.a Mayor

Mayor Coffman had no report but encouraged people to visit his Facebook page on events or things he is doing.

17.b Council

CM Coombs reported that DRCOG met on July 16th, and the award ceremony for DRCOG will be on August 27th, at 7 p.m., in the Seawell Ballroom, and tickets are available on the DRCOG website. She noted that will overlap their

Water Tour, so it may be difficult for council members and some staff to attend. She said the Water Policy Committee had significant discussions about the city's long term ability to provide for our water supply and covering the entire planning area boundary of the city. She applauded the policy that was brought forward today by MPT Sundberg, and they will continue to have additional long term discussions on how they meet water needs and what development can look like in the city based on those needs. She addressed the issue of pedestrian safety after the death of a 12-year-old boy, which really highlighted a major problem they have in the city. She noted there was an increase from 2013 to 2023 of 275% in pedestrian fatalities in traffic accidents, and one feature of the Connecting Aurora plan looks at ways to address pedestrian safety and investments in public safety throughout the city.

CM Jurinsky expressed that she helped hold a memorial for the 12-year-old that was killed by the distracted driver. She said Wheel Park is a place that attracts one of their most vulnerable populations with children, and they need to acknowledge that this is a continuous problem and they need to invest in public safety. She expressed that it was incredible to see the community show up the way they did, and the family is asking for a pedestrian bridge. She attended the Shop with a Cop event, Boots not Suits event, and the kickoff to the Arapahoe County Fair. She received several emails from constituents in the Highland Hollows Park area about the park not being cleared up, which makes it seems like city staff is sometimes getting overwhelmed and a little behind, so she organized a cleanup event there on August 16th, from 8 to 11 a.m. She voiced that vehicle auto auctions in the city with all of the impounds are now being made public, and she encouraged those that are in the market for a used vehicle to attend those, with the next one being August 6th. She addressed the recall effort against DA Amy Patton, who has until Wednesday to issue her rebuttal statement, and she thanked everyone who reached out, donated, volunteered, and planned events, as she is doing this in honor of Kaitlin Weaver.

MPT Sundberg attended Shop with a Cop and the groundbreaking for Aurora Housing Authority Sanctuary on Potomac, which is a 43-unit bed space dedicated to people with mental health challenges. He also attended the vigil for Riley Ashby, and noted that he loved muscle cars, so CM Jurinsky organized a precession of great muscle cars and hot rods going past there. He said another event that brought people together was the 720 Memorial, and he was honored to supply 100 lunches to the volunteers there.

CM Medina expressed that he also attended the 720 Memorial, and participated in the run on Saturday, as well as most of his family, and they raised more than they have ever raised before at $13,000

CM Hancock reported that she spoke at the Sapling Grove Apartments grand

ribbon cutting last week in her ward, which gives low-income families the opportunity to have stable housing. She went to Buckley Space Force Base's retirement of Chief Master Sergeant Sharma Haynes, took a tour of the Aurora Mental Health Facility, on corner of Potomac and Mississippi, which is expected to open towards the end of this year. She discussed car pedestrian fatalities, and said that as chair of the Transportation Committee, they are going to be working on how to incorporate some of the policies that the National Transportation and Safety Board want to implement to keep people safe on our roads and work on some safety implementation measures so people can safely operate vehicles on the road. She shared that she and MPT Sundberg had the opportunity to see a young man graduate from Wellness Court today, which was inspirational to see.

CM Lawson sent her thoughts and prayers to Riley's family, and thanked CM Jurinsky for all she did to help them and bring the community together. She said they have talked about this a lot throughout their tenure, and she hoped the city would do something in that particular spot. She also gave her thoughts and prayers to a family that lost two people in a crash on Airport and Peoria, who were hit by someone going 120 mph. Therefore, they not only need to look a pedestrian crashes, but speeding as well. She discussed the legislative update, stating that the Senate will continue to markup up the FY26 Appropriations package until the end of the week, and the House will return September 2nd to pass the budget to avoid government shutdown. She said President Trump released an executive order last week to open up funding to alternative housing methodologies to help unhoused populations. Her announced her town hall will be on August 5th, at Mission Viejo.

CM Bergan expressed that she attended the Water Policy Committee, meeting with staff on the Unified Development Ordinance, her Ward 6 Town Hall, which had presentations on wildfires and water, had a budget briefing with staff on how to address our $20 million deficit for 2026, a tour of the Prairie Point Development, the Fitzsimmons Regional Authority Board Meeting, E-470 Roadway Committee Meeting, and the Boots not Suits. She stated that she did not know what has happened in the last 4 to 6 years in Colorado, but people are running red lights, speeding excessively, car racing, and are driving distracted, which puts their lives and others in danger. She pointed out that when they voted to do away with the red light cameras, it seems like people started risking their lives and others. She pled that people to please remember when they are driving that they are responsible for making sure they are being a safe driver so they do not harm someone.

CM Gardner, CM Kassaw, and CM Murillo had no report.

18. ADJOURNMENT

Mayor Coffman adjourned the regular meeting of City Council.

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.

_____

MIKE COFFMAN, MAYOR

ATTEST:

_____

KADEE RODRIGUEZ, CITY CLERK

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

CITY OF AURORA
Council Agenda Commentary

Item Title: Consideration to Reappoint Two (2) Members to the Library Board
Item Initiator: Kadee Rodriguez, City Clerk
Staff Source/Legal Source: Kadee Rodriguez, City Clerk / Tim Joyce, Assistant City Attorney
Outside Speaker: N/A
Strategic Outcome: Connected and Engaged: Providing programming, learning resources, and amenities that reflect the rich history and contributions of our vibrant communities.

COUNCIL MEETING DATES:

Study Session: 7/28/2025

Regular Meeting: 8/11/2025

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

Item requires a Public Hearing: ☐ Yes ☒ No

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

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

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

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

☐ Approve Item and Move Forward to Study Session

☒ Approve Item and Move Forward to Regular Meeting

☐ Information Only

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

☐ Approve Item as Proposed at Policy Committee

☐ Approve Item as Proposed at Study Session

☐ Approve Item as Proposed at Regular Meeting

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: N/A

Policy Committee Date: N/A

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

☐ Recommends Approval ☐ Does Not Recommend Approval

☐ Forwarded Without Recommendation ☐ Minutes Not Available

☐ Minutes Attached

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

The 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 seven (7) members appointed by city council. The term length is three (3) years and members may serve up to two (2) terms. All eligible applications received within the last year are forwarded to the Board to be considered for interviews.

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

The Library Board currently has three (3) vacancies. The Board received six (6) applications.

Among the applicants were:
Patrick Waggoner
Hannah Poertner
Laurie Krieger
Patricia Stockwell
Brandon Brown
Jarrett Hughes

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

Patrick Waggoner – 2nd term beginning 06/16/2025 and ending on 06/15/2028
Hannah Poertner – 2nd term beginning 06/16/2025 and ending on 6/15/2028

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 City Council wish to reappoint Patrick Waggoner and Hannah Poertner to the Library 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). The library board shall consist of seven members. The term length for each library board member is three years and no member shall serve more than two consecutive terms. Aurora, Colo. Code § 2-772). (TJoyce)

MEMORANDUM

TO: Mayor Coffman and Members of City Council

FROM: Library Board of Trustees

THROUGH: Marcus Bond, City Clerk Analyst
Jo McNeal, Deputy Director Library Services

DATE: July 1, 2025

SUBJECT: Re- Appointment to the Library Board of Trustees

The Library Board of Trustees consists of seven (7) voting members appointed by the Aurora City Council. Three (3) vacancies currently exist.

Summary

Mr. Patrick Waggoner submitted a re-application to the Library Board of Trustees on June 2, 2025.
Ms. Hannah Poertner submitted a re-application to the Library Board of Trustees on June 12, 2025.
The Library Board voted unanimously to keep Mr. Waggoner and Ms. Poertner on the Board.

The Library Board of Trustees strongly supports the appointment of Patrick Waggoner and Hannah Poertner as a Members of the Library Board of Trustees.

Library Board

Applicant Package - Ward I

Library Board - Ward I

Term 16 Jun 2022 - 15 Jun 2025
Positions Available 1

Number of applicants in this package 1

- Brown, Brandon

Received: 03/9/2025
Ward I Resident & Registered Voter
Arapahoe County
Vetted: 3/10/2025

Marcus Bond

Name: Brown, Brandon

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?:
9.5 years

Are you registered to vote?:

Yes

Years of Education Completed:
20

Degree(s) Received:
BS in Biology MS in Clinical Laboratory Science

College(s) Attended:
Loyola Marymount University Rutgers University-School of Health Professions

Employer Name:
Colorado Health Network

Employer Address:
936 E. 18th Ave, Denver, CO. 80218

Current Position:
Prevention Services Coordinator

Years with Current Employer:
8 months

Work Experience:
Provide individualized risk reduction counseling to PWUD (People Who Use Drugs), as well as people living with HIV/AIDS; members of the LGBTQ+ community; people experiencing or at risk for homelessness; and other populations that may benefit from education and services related to sexual health and/or harm reduction. Provide in-person support during the operation of the syringe access program including, but not limited to, safe disposal; distribution of syringes and safe injection/snorting supplies; overdose education; data entry; and intakes. Maintains current understanding of overdose, HIV/HCV/STI prevention issues and trends. Maintains and develop community partnerships & referral network of PWUD support/preventions services and provides linkage to care as needed. Ventures out on community outreach to access the broader PWUD population and provide services/referrals within the Denver Metro Area.

Certification(s):
MLS (American Society of Clinical Pathology)

How are you involved in your community?:

I'm deeply involved in the community through my work at Colorado Health Network, where I coordinate prevention services focused on harm reduction and public health. My role includes ensuring clients receive essential services while navigating operational challenges like confidentiality, high client volume, and resource management. Beyond my job, I'm engaged in leadership development through the Queer Compass Leadership Cohort 2 and the Urban Leaders Foundation of Colorado Connect Leadership Program 2025 Cohort. I am also a previous Piton Mid-Career Fellow through Gary community ventures.

List your interests and activities.:
Reading Movies Attending entertainment events (Sports, concerts, comedy shows) Trying new craft breweries

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

Yes

If yes, enter the board name and position:
Health Equity Leadership Council Member via ONE Colorado

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

No

Why do you desire this appointment?:
I believe libraries are more than just places to borrow books—they are community hubs that provide access to information, education, and resources for all. As someone deeply involved in public health, health equity, harm reduction, and leadership development, I see the library as a powerful tool for equity and empowerment. With my background in community outreach and prevention services, I understand the importance of making resources accessible to underserved populations, including LGBTQ+ individuals, people experiencing homelessness, and those impacted by systemic barriers. I want to help shape policies and programs that ensure the library remains inclusive, forward-thinking, and responsive to the evolving needs of Aurora's diverse residents. Serving on the board would allow me to use my leadership skills to advocate for expanded community programming, partnerships with local organizations, and innovative ways to make the library a welcoming space for all. I see this as an opportunity to merge my passion for equity, education, and public service in a meaningful way.

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

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:
Ben Bloom, [redacted]

Reference 2: Full Name, Phone Number and Address:
Tony Lucero, [redacted]

Reference 3: Full Name, Phone Number and Address:
Daniel Harper,[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:
Brandon Brown

Time of Submission: 03/09/25 1:53:12 PM

Attachments

- Brandon JW Brown Resume.pdf

BRANDON BROWN

[redacted]

Public Health professional with experience in staff training/education, leadership, laboratory IT, laboratory compliance, translational research, and graduate instruction in healthcare policy.

Education

Executive MBA Candidate, *Quantic School of Business and Technology-2026*
MS, Clinical Laboratory Science*, Rutgers University-School of Health Professions, Newark, NJ-2019*
BS, Biology*, Loyola Marymount University, Los Angeles, CA-2008*

Experience

Colorado Health Network, Denver, CO. 07/2024-Present

Prevention Services Coordinator

- Provide individualized risk reduction counseling to PWUD (People Who Use Drugs), as well as people living with HIV/AIDS; members of the LGBTQ+ community; people experiencing or at risk for homelessness; and other populations that may benefit from education and services related to sexual health and/or harm reduction.
- Provide in-person support during the operation of the syringe access program including, but not limited to, safe disposal; distribution of syringes and safe injection/snorting supplies; overdose education; data entry; and intakes.
- Maintains current understanding of overdose, HIV/HCV/STI prevention issues and trends.
- Maintains and develop community partnerships & referral network of PWUD support/preventions services and provides linkage to care as needed.
- Ventures out on community outreach to access the broader PWUD population and provide services/referrals within the Denver Metro Area.

Denver Health, Denver, CO. 06/2022-06/2024

Medical Laboratory Scientist-Core Lab

- Review of core lab delta and critical values to assure compliance with Joint Commission standards.
- Perform Analytical Measurement Range Verifications on all analytes in Chemistry Dept. via statistical package EP Evaluator.
- Maintains laboratory compliance with all applicable regulations.
- Perform routine maintenance and calibration on testing equipment.

Vitalant Research Institute, Denver, CO. 06/2019-06/2022

Research Associate III

- Authored & performed validations and software upgrades for the research & development department for the Sysmex XN-1000PR, BD FACSLyric, centrifuges, and analytical balances.
- Authored, reviewed, and revised quick guides, policies, processes, & SOPs.
- Served as interim Flow Cytometry Team Lead (02/2022-06/2022) & signed off on reports released to clients.
- Responsible for administering/directing training for new employees as a Corporate Trainer.
- Designed the policy for collecting blood samples from donors post-Covid-19 infection.
- Inventory Management (planning, procurement, tracking, optimization, & storing).
- Served as interim Clinical Research Coordinator (01/2022-06/2022) & organized/recorded test data/database for report generation for internal/external clients.
- Completed supporting documentation for manufacturing & testing procedures, including data capture forms, equipment forms, and electronic databases.
- Drafted technical documents such as deviation reports, corrective action reports, and trend analyses.

[redacted]

Rocky Mountain Regional VA Medical Center, Aurora, CO. **05/2018-05/2019**

Laboratory Information Manager

- Develop department goals, objectives, and procedures with key stakeholders.
- Part of strategic planning team for test utilization, to achieve operational goals and identify improvements in day-to-day operations of the Clinical & Anatomical Pathology Labs.
- Project planned & managed LIS-related projects across all departments within the laboratory.
- Designed, built, tested, implemented, and maintained test coding, mapping, and workload recording for laboratory resulting, productivity & efficiency reporting.
- Responsible for compliance with regulatory agency requirements (CLIA/CAP) related to information systems and performed LIS audits as needed.
- Coordinate with internal departments and customers to keep operations running smoothly and solve both routine and complex issues.
- Integral part of the transition team that oversaw and brought up the clinical & anatomical laboratory in the new facility.

UCHealth, Aurora, CO. **06/2013-02/2018**

Medical Laboratory Scientist-Transfusion Services ***2015-2018***

- Project Lead/Subject Matter Expert for the implementation of EPIC & SafeTrace Tx Lab Information Systems.
- Lab Ambassador to specific nursing units to educate RNs on transfusion medicine lab policies & practices.
- Performed transfusion audits per organization policy.
- Provided the Transfusion Medicine Manager C:T ratios quarterly to inform lab & medicine specialties administration data to inform better blood product utilization institution wide.

Areas Of Expertise

- PWUD counseling, Motivational interviewing, Community Engagement, Staff education/training, Project Management, Research/Research Coordination, Data Collection & Management, Quality Assurance, Laboratory Medicine Theory, Strong Analytical & Troubleshooting Skills, Experience working in remote/office/clinical settings, and Phlebotomy.

Fellowships/Councils/Boards

Health Equity Leadership Council via One Colorado, Denver, CO. **10/2024-Present**

Council Member

- Recommend policies, plans, and practices important to the LGBTQAI+2S community for One Colorado health equity efforts.
- Advise One Colorado on urgent, emergent, and non-urgent matters relating to the LGBTQAI+2S health equity.

Mid-Career Piton Fellowship via Gary Community Ventures, Denver, CO. **01/2024-09/2024**

Fellow

- The Mid-Career Cohort is for leaders with 10+ years of experience that are open to learn, connect, & develop with a network of peers and experts on their leadership journey. Fellows deeply engage in individual and collective work that centers personal and professional development, human-centered systems awareness, racial equity, expanded social capital, knowledge and understanding of key issues faced by communities throughout metro Denver.

Library Board

Applicant Package - Ward IV

Library Board - Ward IV

Term 16 Jun 2025 - 15 Jun 2028
Positions Available 3

Number of applicants in this package 1

- Hughes, Jarett

Received: 07/06/2025
Ward IV Resident & Registered Voter
Arapahoe County
Vetted: 07/09/2025
Marcus Bond

Name: Hughes, Jarett

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:
MA Gerontology BA Sociology BA Political Science

College(s) Attended:
University of Northern Colorado Appalachian State University

Employer Name:
State of Colorado - Governor's Office

Employer Address:
200 E Colfax Avenue Denver, CO 80203

Current Position:
Director of Policy and Research

Years with Current Employer:
5

Work Experience:
Governors Office 5 years Strategic Action Planning Group on Aging 4 years

Certification(s):
N/A

How are you involved in your community?:
Currently serve on library board

List your interests and activities.:
Music, arts, child-friendly events (two small kids!)

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

Yes

If yes, enter the board name and position:
Library Borad

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

Yes

Why do you desire this appointment?:
I joined at the end of an expiring term and we have a lot of work ahead of us the next few years!

How much time do you anticipate being able to spend on this appointment each month?:
3-5 hours

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

No

If yes, please explain:
N/A

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

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

Reference 3: Full Name, Phone Number and Address:
Shepard Nevel[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:
Jarett Hughes

Time of Submission: 07/06/25 5:01:06 PM

Library Board

Applicant Package - Ward IV

Library Board - Ward IV

Term 16 Jun 2022 - 15 Jun 2025
Positions Available 3

Number of applicants in this package 1

- Laurie Krieger, Laurie Krieger

Received: 05/13/2025
Ward IV Resident & Registered Voter
Arapahoe County
Vetted: 05/14/2025
Marcus Bond

Name: Laurie Krieger, Laurie Krieger

Address: [redacted]

Email: [redacted]

Board Name: Library Board

Date of Birth:
[redacted]

Home Phone Number:
[redacted]

Work Phone Number:
NA

How long have you lived in Aurora?:
44 years

Are you registered to vote?:

Yes

Years of Education Completed:
20

Degree(s) Received:
AAS

College(s) Attended:
CCA, RRCC, ACC, Metro

Employer Name:
NA

Employer Address:
NA

Current Position:
NA

Years with Current Employer:
NA

Work Experience:
Education

Certification(s):
NA

How are you involved in your community?:
Volunteer with the Libraries

List your interests and activities.:
Crafts, Singing, Teaching,

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?:
Hoping I can make a diffrence

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

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:
Deanna Flor [redacted]

Reference 2: Full Name, Phone Number and Address:
Rose Shipley[redacted]

Reference 3: Full Name, Phone Number and Address:
Maddie Florkowski [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:
Laurie Krieger

Time of Submission: 05/14/25 1:25:23 AM

Library Board

Applicant Package - Ward IV

Library Board - Ward IV

Term 16 Jun 2025 - 15 Jun 2028
Positions Available 3

Number of applicants in this package 1

- Poertner, Hannah

Received: 06/12/2025
Ward IV Resident & Registered Voter
Arapahoe County
Vetted: 06/26/2025
Marcus Bond

Name: Poertner, Hannah

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:
16

Degree(s) Received:
Associates in Business Administration

College(s) Attended:
Tidewater Community College MSU Denver

Employer Name:
Premier Inc

Employer Address:
13034 Ballantyne Corporate Place Charlotte, NC 28277

Current Position:
Data Analyst

Years with Current Employer:
1

Work Experience:
MGMA - Data Analyst 2020 - 2023 New West Physicians - Patient Coordinator - 2019-2020

Certification(s):
SCRUM Master

How are you involved in your community?:
2.5 years with the Aurora Library Board

List your interests and activities.:
Herbalism, gardening, local community events, hiking, food (cooking/ local restaurants), visiting state & national parks/forests.

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

No

If yes, enter the board name and position:
Aurora Public Library Board - Vice Chair

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

Yes

Why do you desire this appointment?:
It's been a pleasure serving my community as part of the library board and wish to continue for another 3 years, as I believe the library is doing incredible things within the community.

How much time do you anticipate being able to spend on this appointment each month?:
3-10 hours

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

No

If yes, please explain:
N/A

Reference 1: Full Name, Phone Number and Address:
Nick Powell - [redacted]

Reference 2: Full Name, Phone Number and Address:
Megan Kulas - [redacted]

Reference 3: Full Name, Phone Number and Address:
Please contact for further references.

How did you hear about us?:

Other

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

Time of Submission: 06/12/25 10:00:28 AM

Library Board

Applicant Package - Ward IV

Library Board - Ward IV

Term 16 Jun 2022 - 15 Jun 2025
Positions Available 1

Number of applicants in this package 1

- Stockwell, Patricia

Received: 04/25/2025
Ward IV Resident and Registered Voter
Arapahoe County
Vetted: 04/29/2025
Marcus Bond

Name: Stockwell, Patricia

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 months

Are you registered to vote?:

Yes

Years of Education Completed:
College

Degree(s) Received:
Associate of social science Associate of general studies

College(s) Attended:
Berkshire Community College pikes Peak Community College

Employer Name:
Pikes Peak Community College

Employer Address:
5675 S Academy Blvd

Current Position:
Head of Technical Services (library)

Years with Current Employer:
30+

Work Experience:
Ran the Technical Service office, archivist, collection development, cataloging and maintenance of library holdings

Certification(s):
None

How are you involved in your community?:
Just got here but real interested in making a difference and staying busy with the library community

List your interests and activities.:
Reading, crocheting and playing with my great grandchildren

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

No

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

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

No

Why do you desire this appointment?:
To be involved in my local community

How much time do you anticipate being able to spend on this appointment each month?:
20 to 30 hours a month

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

No

If yes, please explain:
N/A

Reference 1: Full Name, Phone Number and Address:
Darian Gray[redacted]

Reference 2: Full Name, Phone Number and Address:
Linda Bolling[redacted]

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

How did you hear about us?:

Word of Mouth;Other

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

Time of Submission: 04/25/25 4:11:06 PM

Library Board

Applicant Package - Ward IV

Library Board - Ward IV

Term 16 Jun 2022 - 15 Jun 2025
Positions Available 3

Number of applicants in this package 1

- Waggoner, Patrick

Received: 06/02/2025
Ward IV Resident & Registered Voter
Arapahoe County
Vetted: 06/02/2025

Marcus Bond

Name: Waggoner, Patrick

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 years

Degree(s) Received:
Bachelors in Business Administration Masters in Business Administration

College(s) Attended:
New Mexico State University

Employer Name:
U.S. Department of Commerce: Economic Development Administration

Employer Address:
1244 Speer Blvd, Suite 431, Denver, CO 80204

Current Position:
Economic Development Specialist

Years with Current Employer:
10

Work Experience:
Administers a dynamic portfolio comprised of 100 Federal grants, spread throughout the Mountain and Midwest states. These grants represent a wide selection of EDA programs, which include both strategic planning (short-term or regional) and implementation (construction, financing, operational).

Certification(s):
N/A

How are you involved in your community?:
On-going community engagement with City Council members, elected officials, community leaders, and non-profits to advance the mission of the Aurora Public Library via direct management of the board.

List your interests and activities.:
My passions include: tacos, traveling, reading, building mosaics, writing, cooking, and I'm an econ-nerd.

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 of the Aurora Public Library Board of Trustees.

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

Yes

Why do you desire this appointment?:
Love libraries, the community, and opportunity to serve.

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

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

No

If yes, please explain:
N/A

Reference 1: Full Name, Phone Number and Address:
Darrin Fleener, [redacted]

Reference 2: Full Name, Phone Number and Address:
Ashley Zuelke, [redacted]

Reference 3: Full Name, Phone Number and Address:
Ali DeMersseman, [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:
Patrick Waggoner

Time of Submission: 06/02/25 12:31:19 PM

Attachments

- Patrick Waggoner - Resume.pdf

Patrick Waggoner

(he/him) - [redacted]

Financial and data manager passionate about community development, with proven success in engaging stakeholders, building trust, and collaborating on initiatives that support and uplift communities.

WORK EXPERIENCE

2015 – PRESENT

U.S. DEPARTMENT OF COMMERCE: ECONOMIC DEVELOPMENT ADMINISTRATION – DENVER, CO

ECONOMIC DEVELOPMENT SPECIALIST

- Administers a dynamic portfolio comprised of 100 Federal grants, spread throughout the Mountain and Midwest states. These grants represent a wide selection of EDA programs, which include both strategic planning (short-term or regional) and implementation (construction, financing, operational).
- Develops, implements, and monitors sustainable economic development strategies for EDA's stakeholders: state and local government, non-profits, tribal organizations, regional planning districts, and universities.
- External communication via webinars and conferences to stakeholders on EDA's programs, funding opportunities, regulations, guidelines, and investment activities.
- Highlights include: direct management and implementation of CARES and ARPA Congressional spending in the Mountain and Midwest states, spearheading and executing a complex $45 million investment to further bolster the Native American CDFI industry, and continued program improvement of EDA's Revolving Loan Fund program.

2013 – 2015

FARM CREDIT ADMINISTRATION – DENVER, CO

ASSOCIATE BANK EXAMINER

- Worked with cross-functional teams across the nation to develop, organize, and execute on-site examinations of Farm Credit System institutions.
- Evaluation of financial institution's account operations, financial management, information technology, and compliance with Federal regulations.
- Timely analysis and presentations to executive bank management on financial metrics, regulatory violations, and recommendations on strategies for compliance.

2012 – 2013

FEDERAL RESERVE BANK OF DALLAS: EL PASO BRANCH – EL PASO, TX

ECONOMIC INTERN

- Assisted regional economists on various research projects regarding the regional and U.S. – Mexico border economy.
- Analyzed Spaceport America's economic impact on the local economy by attending community meetings, interviewing key staff, and presenting findings to regional economists.
- In-depth research on underlying monetary policy, financial institution regulation, and international trade.

2011 – 2012

NEW MEXICO STATE UNIVERSITY: ARROWHEAD CENTER – LAS CRUCES, NM

GRADUATE RESEARCH ASSISTANT

- Conducted market research and developed business plans for a variety of clients, including Los Alamos National Lab.
- Facilitated the inception, development, and application of two business ideas through all stages of the business process, including pitching to venture capitalists.

VOLUNTEER EXPERIENCE

2022 – PRESENT

CITY OF AURORA PUBLIC LIBRARY – AURORA, CO

PRESIDENT OF THE BOARD OF TRUSTEES

- On-going community engagement with City Council members, elected officials, community leaders, and non-profits to advance the mission of the Aurora Public Library via direct management of the board.

2023 – PRESENT

AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES: LOCAL 3810 – DENVER, CO

VICE PRESIDENT OF DENVER REGIONAL OFFICE

- Provides labor representation, technical assistance, and informational services for colleagues at the U.S. Department of Commerce: Economic Development Administration.

2022 – 2023

FIRST DESCENTS – DENVER, CO

PHOTOGRAPHER

- Participated in two weeklong whitewater kayaking trips in Oregon and Colorado through First Descents, an organization that offers outdoor adventures and skills development to improve long-term survivorship for young adults affected by cancer and serious health conditions.

EDUCATION

2011 - 2013

MASTER OF BUSINESS ADMINISTRATION

NEW MEXICO STATE UNIVERSITY – LAS CRUCES, NM

- VP of Collegiate Entrepreneur's Organization

2007 - 2011

BACHELOR OF BUSINESS ADMIN: FINANCE

NEW MEXICO STATE UNIVERSITY – LAS CRUCES, NM

- President of NMSU Financial Management Assc.

SKILLS

- Portfolio Management (MS Office, Adobe)
- Data Dissemination (MS Excel, Microstrategy, Canva)
- Relationship Management (Salesforce)
- Public Speaking
- Team Building
- Finance and Economics

HONORS AND AWARDS

U.S. DEPARTMENT OF COMMERCE: ECONOMIC DEVELOPMENT ADMINISTRATION

4-TIME BRONZE MEDAL RECEIPIENT

- Planning, developing, and implementing the Revolving Loan Fund program's transition to risk-based evaluation and monitoring.
- Assisting in the unprecedented Revolving Loan Fund application and award process in 2020 that resulted in $600 million of CARES Act funding in under 7 months.

CITY OF AURORA
Council Agenda Commentary

Item Title: Establishing Requirements for City Boards and Commissions
Item Initiator: Jason Batchelor, City Manager
Staff Source/Legal Source: Jason Batchelor, City Manager / Andrea Wood, Assistant City Attorney
Outside Speaker: N/A
Strategic Outcome: Well-Managed: High performing organization, committed to great customer service, innovation, continuous improvement, fiscal stewardship, and maintaining critical infrastructure.

COUNCIL MEETING DATES:

Study Session: N/A

Regular Meeting: 7/28/2025

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

Item requires a Public Hearing: ☐ Yes ☒ No

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

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

R2025-78 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO ESTABLISHING REQUIREMENTS FOR THE CITY'S BOARDS AND COMMISSIONS AND OTHER RELATED MATTERS
Jason Batchelor, City Manager / Andrea Wood, Assistant City Attorney

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

☐ Approve Item and Move Forward to Study Session

☐ Approve Item and Move Forward to Regular Meeting

☐ Information Only

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

☐ Approve Item as Proposed at Policy Committee

☐ Approve Item as Proposed at Study Session

☒ Approve Item as Proposed at Regular Meeting

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: N/A

Policy Committee Date: N/A

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

☐ Recommends Approval ☐ Does Not Recommend Approval

☐ Forwarded Without Recommendation ☐ Minutes Not Available

☐ Minutes Attached

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

N/A

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

This Resolution updates the general requirements of all City boards and commissions

FISCAL IMPACT

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

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

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

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

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

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

QUESTIONS FOR COUNCIL

Does Council wish to support the Resolution?

LEGAL COMMENTS

A resolution may be used for a statement of policy or other matters which are not required to be adopted by ordinance as long as it doesn't include International issues or concerns (Section F, Paragraph 2, Rules of Order and Procedure for the Aurora City Council).

An item is appropriate for Council's consideration if it is necessary and proper for the administration of municipal matters (Article 1-3 City Charter). (Wood)

RESOLUTION NO. R2025- ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, ESTABLISHING REQUIREMENTS FOR THE CITY'S BOARDS AND COMMISSIONS AND OTHER RELATED MATTERS

WHEREAS, the City has created through the years several boards and commissions to provide feedback on the impact of proposed policies, programs, and services to City Council members for their consideration; and

WHEREAS, Resolution R2013-03 pertaining to the operation, appointment, and service on boards and commissions needs to be updated as part of improving services to the city's residents; and

WHEREAS, the City Council desires that boards and commissions operate in an effective and efficient manner using the talents and knowledge of a broad cross-section of the members of the community; and

WHEREAS, the City Council intends to set uniform guidelines and principal policies for all boards and commissions,

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

Section 1. Rules of Order. All boards and commissions of the City of Aurora shall follow the same parliamentary rules of order adopted by City Council which are the "O. Garfield Jones Rules of Order" until otherwise adopted by City Council, as such all other rules adopted by any board or commission are hereby repealed. A majority of the total number of members currently on a board or commission shall constitute a quorum and shall be sufficient to approve any actions as authorized by the enabling ordinance or other city regulations, unless otherwise specified in the City Code.

Motions are approved by an affirmative vote of a majority of the members present. Remote participation using any technological means that permits members to interact at the meeting with other members is hereby authorized. The vote of any board member that is attending in person or remotely shall count towards any action taken by the board. A tie vote results in a failure of the motion to pass. No board or commission may hold an executive session or closed meeting, except for pension boards, Planning and Zoning Commission, Board of Adjustments and Appeals, and the Civil Service Commission for legal advice. Boards and commissions are authorized to meet remotely using any electronic means necessary to permit the transaction of business.

Section 2. **Advisory status**. Boards and commissions, except pension boards, Planning and Zoning Commission, Board of Adjustment and Appeals, and the Civil Service Commission, are advisory in character to City Council and shall not create events, services, or programs unless it is an event, service, or program authorized by the City Code, directed by City Council, or is intended to reach out to the public for educational purposes with the prior authorization of the City Manager.

Section 3. **Terms.** Except as provided by the City Charter or by authorizing ordinance, all members appointed to boards and commissions shall be subject to the following term limits:

For boards with 2-year terms: four terms

For boards with 3-year terms: three terms

For boards with 4-year terms: two terms

For boards with 5-year terms: two terms

Terms of office for members shall commence on the same day and month of each year and shall be staggered. Current terms shall be extended by the City Clerk's office as necessary in order to create consistent term commencement dates, except as otherwise prohibited by the City Charter.

Members who are term-limited must wait one full term before reapplying to the same board or commission on which they had served. 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.

A person selected to fill a vacant term of more than one-half the length of time of a full term of office shall be considered to have completed one term of office. A person selected to fill a vacant term of less than one-half the length of time of a full term of office shall not be considered to have completed one term of office.

Section 4. **Appointments.** Interviews shall be conducted by the members of the board or commission for which the candidate has applied, except that the City Council shall establish a procedure for interviewing applicants to the Civil Service Commission and Planning and Zoning Commission. A majority of the City Council, at their sole discretion, can choose to initiate an interview regimen with respect to any vacancy on any board or commission. A majority of City Council may decide at study session to direct the City Clerk's office to schedule such interviews.

City Council has sole discretion and final approval concerning the appointment and removal of any candidate to any board or commission, except as provided by City Charter or by authorizing ordinance. A majority of the City Council, at their sole discretion, can choose to remove a member at any time and without cause. A board and commission can recommend

removal of a member, with cause, by a majority vote. Removal of members shall be approved by City Council at a regular council meeting.

Section 5. Membership. All board and commission members shall be residents of the city, unless specifically stated otherwise in the City Charter or City Code. A member may serve on multiple boards and commissions, subject to membership qualifications and attendance requirements of each board or commission.

Elected officials, city officers, and all full-time employees of the City of Aurora are prohibited from serving on any board or commission for the City unless:

1) That board or commission's enabling legislation explicitly authorizes the appointment of such persons to that particular board or commission, and

2) The potential Appointee who is a City officer or City employee obtains a letter from their superior in their chain of command stating that their appointment will present no conflicts of interest with their work obligations or areas of responsibility and such letter is filed with the city clerk prior to their recommendation for appointment; or if an elected official, they file such a letter or affirmation that they see no conflict of interest.

Section 6. Attendance. The attendance requirement shall be conveyed to current and prospective members of board and commissions. It is expected by City Council that members of boards and commissions shall be present for a minimum of 80% of all regularly scheduled meetings. An unannounced absence of more than 20% of the regularly scheduled meetings within a six-month period shall be considered to be a resignation by the member. It shall be the responsibility of the Chair of each board or commission to take attendance and notify the member and the assigned City staff liaison to the board or commission that the member has exceeded the allowable absences. City Council shall consider the information provided by the Chair of the board or commission, and the response of the member if provided, to determine if the member shall continue service or if the automatic termination shall be effective. City Council may place conditions on the continued service of the member if the member is allowed to remain on the board or commission.

Section 7. Management of Boards and Commissions. Each City department head shall provide staff assistance to boards and commissions. City staff liaisons shall handle meeting logistics such as scheduling, facility or equipment setup, public notification, and agenda preparation and distribution. Boards and commissions shall not hire, manage, or direct City staff to conduct work on their behalf. Boards and commissions shall not use City logos or City letterheads. Only City elected officials and staff may use City logos or City letterhead for official City business. City department heads may set budgets for boards and commissions and approve expenses as needed. Boards and commissions shall follow policies and guidelines related to boards and commissions set forth by the City.

Section 8. Confidentiality. Information that is not available to the general public through a Colorado Open Records request shall not be available to the members of boards or

commissions. Boards and commissions shall not receive any personal identifying information of any beneficiary of City programs, members of the public, participants in any pension plan, or information that the City has received in the course of business, unless the owner of such information voluntarily provides that information to the requesting board or commission.

Section 9. It is the intent of the City Council that this resolution shall supersede all prior resolutions regarding boards and commissions.

Section 10. All resolutions or parts of resolutions of the City in conflict herewith are hereby rescinded.

RESOLVED AND PASSED this _____ day of _____ 2025.

_____
MIKE COFFMAN, Mayor

ATTEST:

_____
KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:
PETER A. SCHULTE, CITY ATTORNEY

By: Andrea Wood
ANDREA WOOD, Assistant City Attorney

CITY OF AURORA
Council Agenda Commentary

Item Title: Intergovernmental Agreement (IGA) with Arapahoe County for the 2025 Coordinated Election (Resolution)
Item Initiator: Kadee Rodriguez, City Clerk
Staff Source/Legal Source: Kadee Rodriguez, City Clerk / Andrea Wood, Assistant City Attorney
Outside Speaker: N/A
Strategic Outcome: Well-Managed: High performing organization, committed to great customer service, innovation, continuous improvement, fiscal stewardship, and maintaining critical infrastructure.

COUNCIL MEETING DATES:

Study Session: 7/28/2025

Regular Meeting: 8/11/2025

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

Item requires a Public Hearing: ☐ Yes ☒ No

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

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

A waiver of reconsideration is being requested to meet the deadline set by state statute.
Kadee Rodriguez, City Clerk / Andrea Wood, Assistant City Attorney

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

☐ Approve Item and Move Forward to Study Session

☒ Approve Item and Move Forward to Regular Meeting

☐ Information Only

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

☐ Approve Item as Proposed at Policy Committee

☐ Approve Item as Proposed at Study Session

☐ Approve Item as Proposed at Regular Meeting

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: N/A

Policy Committee Date: N/A

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

☐ Recommends Approval ☐ Does Not Recommend Approval

☐ Forwarded Without Recommendation ☐ Minutes Not Available

☐ Minutes Attached

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

Aurora City Code Section 54-7 declares all regular municipal elections shall be held as part of coordinated elections conducted by the county clerk and recorders for Arapahoe, Adams and Douglas Counties.

Intergovernmental Agreements (IGA) are required by state law for coordinated elections. They outline certain practices and procedures to preserve the integrity of the election process. The IGA's for coordinated elections must be signed no less than 70 days prior to the scheduled election.

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

This Resolution and IGA authorizes the City of Aurora to coordinate with Arapahoe County to conduct a coordinated election. The IGA includes an allocation of responsibilities between the County and City for the preparation and conduct of the coordinated election. The deadline for the County and City to sign this IGA is August 26, 2025.

FISCAL IMPACT

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

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

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

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 preliminary cost estimate to coordinate with Arapahoe County is $67,529.71

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 Intergovernmental Agreement with Arapahoe County for the 2025 Coordinated Election?

LEGAL COMMENTS

C.R.S. 1-7-116 sets forth that the county clerk and recorder shall be the coordinated election official and shall conduct the elections on behalf of the City, and requires that the City and the County enter into an agreement concerning the conduct of the coordinated election.

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

INTERGOVERNMENTAL AGREEMENT

BETWEEN

ARAPAHOE COUNTY CLERK AND RECORDER

AND

CITY OF AURORA

REGARDING THE CONDUCT AND ADMINISTRATION OF THE

NOVEMBER 4, 2025

COORDINATED ELECTION

PREPARED BY:

ARAPAHOE COUNTY CLERK AND RECORDER'S OFFICE

ELECTIONS DIVISION

5334 S. PRINCE STREET

LITTLETON, COLORADO 80120

303-795-4511

THIS AGREEMENT is made by and between the Board of County Commissioners of the County of Arapahoe, State of Colorado, on behalf of the Arapahoe County Clerk and Recorder (hereinafter referred to as the "County") and City of Aurora (hereinafter referred to as the “Jurisdiction") (hereinafter collectively referred to as the “Parties”); and

WHEREAS, pursuant to the Uniform Election Code of 1992 (Articles 1 to 13 of Title 1, C.R.S.) as amended, governmental entities are encouraged to cooperate and consolidate elections in order to reduce taxpayer expenses; and

WHEREAS, pursuant to section 1-7-116, C.R.S. if more than one jurisdiction holds an election on the same day in November and the eligible electors for each such election are the same or the boundaries overlap, the County Clerk and Recorder is the coordinated election official and, pursuant to section 1–5–401, C.R.S. shall conduct the elections on behalf of all jurisdictions whose elections are part of the coordinated election utilizing the mail ballot procedures set forth in article 7.5 of title 1; and

WHEREAS, the County and Jurisdiction have determined that section 1-7-116, C.R.S. applies and it is in the best interest of the taxpayers and the electors to enter into this Agreement to conduct a Coordinated Election on November 4, 2025; and

WHEREAS, such agreements are authorized by State law.

WHEREAS, the County and the Jurisdiction have a history of successful coordinated elections and have therewith established certain practices and procedures to preserve the integrity of the election process; and

WHEREAS, the Parties understand and agree that conducting coordinated elections subjects all Parties participating in the process to the strictures of Article XXIX of the Colorado Constitution pertaining to Ethics in Government, including that all Parties must: hold the respect and confidence of the people; carry out their duties for the benefit of the people; and avoid conduct that is in violation of their public trust or that creates a justifiable impression in the public that such trust is being violated.

NOW, THEREFORE, for and in consideration of the promises herein contained, the sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

This election shall be conducted as a Coordinated Election in accordance with the Uniform Election Code of 1992 (Articles 1-13 of Title 1, C.R.S.). The election participants will execute agreements with Arapahoe County for this purpose and may include municipalities, school districts, and special districts within the Arapahoe County limits and the State of Colorado.

The Arapahoe County Clerk and Recorder shall be designated as the Coordinated Election Official (hereinafter “CEO”) and the Jurisdiction hereby identifies Kadee Rodriguez as its Designated Election Official (hereafter “DEO).

FURTHER, the Parties agree as follows:

SECTION I.
PURPOSE AND GENERAL MATTERS

1.01 DEFINITIONS.

A. "**Address Library Report**" means the address report from the Secretary of State voter registration system that defines street addresses and precincts within the jurisdiction.

B. "**Coordinated Election Official**" (hereinafter "CEO") shall mean the County Clerk and Recorder who shall act as the "coordinated election official," as defined within the Code and Rules and, as such, shall conduct the election for the Jurisdiction for all matters in the Code and the Rules which require action by the CEO.

C. "**Colorado Election Code**" or "Code" means any part of the Uniform Election Code of 1992, (Articles 1-13 of Title 1, C.R.S.) or any other Title of C.R.S governing participating Jurisdiction's election matters, as well as the Colorado Constitution, and the State of Colorado Secretary of State (SOS) Rules.

D. "**Coordinated Election**" means an election where more than one jurisdiction with overlapping boundaries or the same electors holds an election on the same day and the eligible electors are all registered electors, and the County Clerk is the Coordinated Election Official for the jurisdictions.

E. "**Contact Officer**" means the individual who shall act as the primary liaison or contact between the Jurisdiction and the County Clerk. The Contact Officer shall be that person under the authority of the County Clerk who will have primary responsibility for the coordination of the election for the Jurisdiction and the procedures to be completed by the County Clerk hereunder.

F. "**Designated Election Official**" (hereinafter "DEO") means the individual who shall be identified by the Jurisdiction to act as the primary liaison between the Jurisdiction and the Contact Officer and who will have primary responsibility for the conduct of election procedures to be handled by the Jurisdiction hereunder. To the extent that the Code requires that an Election Official of the Jurisdiction conduct a task, the DEO shall conduct same.

G. "**IGA**" or **"Agreement"** means this Intergovernmental Agreement between the County and the Jurisdiction for election coordination.

H. **"Jurisdiction"** means a political subdivision as defined in § 1-7.5-103(6), C.R.S. and referenced in the Code and, in this Agreement, is interpreted to refer to the City of Aurora.

I. "**Logic and Accuracy Test**" means a test of all electronic and electromagnetic voting equipment to test mail, provisional and audio ballots, in accordance with § 1-7-509, C.R.S. by processing a preaudited group of ballots.

J. "**Mail Ballot Packet**" means the packet of information provided by the CEO to eligible electors in the mail ballot election. The packet includes the ballot, instructions for completing the ballot, and a return envelope. § 1-7.5-103(5), C.R.S.

K. "**Post Election Audit**" means such audit as set forth substantially in the Colorado Election Code.

L. **"Precinct"** means an area with established boundaries within a political jurisdiction used to establish election districts.

M. "**Proposed Jurisdiction**" means a jurisdiction which may be formed pursuant to this election which is not yet identified by a tax authority code in the County Assessor database. When the context of this Agreement so requires, a Proposed Jurisdiction will simply be referred to as a Jurisdiction.

N. "**SOS**" means the Colorado Secretary of State.

O. "**Election Calendar**" means the "2025 Coordinated Election – Abridged Calendar Key Dates for Coordinating Jurisdictions," attached hereto as Attachment B, which is based upon and incorporates the most recent election calendar as published on the SOS website located at www.sos.state.co.us.

P. "**TABOR"** means a ballot issue that is governed by article X, § 20 of the Colorado Constitution.

Q. **"UOCAVA voters"** means military personnel and overseas civilians who are registered to vote and receive services under the Uniformed and Overseas Citizens Absentee Voting Act of 1986 and the Military and Overseas Voter Empowerment Act of 2009.

1.02 JURISDICTIONAL LIMITATION.

A. The Jurisdiction encompasses territory within Arapahoe County. This Agreement shall be construed to apply only to that portion of the Jurisdiction within Arapahoe County.

SECTION II.
COUNTY/JURISDICTION RESPONSIBILITIES

2.01 JOINT RESPONSIBILITIES.

Nothing herein shall be deemed or construed to relieve the County or the Jurisdiction from their official responsibilities for the conduct of the election as generally set forth in the Colorado Election Code.

All parties shall:

A. Familiarize themselves and adhere to all applicable provisions and timelines of the Colorado Election Code while performing their official responsibilities for the conduct of the election, unless superseded by other legal authority.

B. Enforce all applicable provisions of the Fair Campaign Practices Act.

C. Review and execute this IGA with all required signatures on or before the deadline set forth in § 1-7-116(2), C.R.S.

D. Confirm they have sufficient funds available and appropriated in an approved budget to pay their expenses for this election.

E. All parties shall remain cognizant of their obligations under article XXIX of the Colorado Constitution at all times during the election process, from the signing of this IGA to final certification of election results to the SOS.

2.02 COUNTY RESPONSIBILITIES.

The County shall perform the following duties:

A. Designate a Contact Officer to provide assistance and information to the DEO of the Jurisdiction on matters relating to the conduct of this election. Such information shall not include legal advice.

B. Maintain voter records and an address library for Arapahoe County voters within the Colorado SCORE voter registration database. Comply with Colorado SOS and Arapahoe County cyber-security recommendations to protect confidential voter information.

C. Send a certified list of registered voters to the Jurisdiction via secure online method if requested by the DEO of the Jurisdiction.

D. In order to identify which addresses are eligible to receive and vote on the Jurisdiction's ballot question, the County shall perform the following duties for the Address Library:

a. Use the Colorado SCORE voter registration database to produce an Address Library Report that indicates residential street ranges included within the boundaries of the Jurisdiction.

b. Provide the Jurisdiction with the Address Library Report in an electronic format, along with an Acknowledgement Form that the Jurisdiction should use to confirm the accuracy of the ranges, the accuracy of the map of the Jurisdiction's boundaries as found on ArapaMAP or note any errors, omissions, and/or corrections.

c. Verify any errors, omissions, and/or corrections identified by the Jurisdiction against County Assessor data, and where appropriate, modify street ranges to accurately define the eligible electors within the Jurisdiction.

E. Receive certified ballot content from the Jurisdiction in electronic format. Layout the text of the official ballot using the certified content without any modifications or formatting changes. Provide an electronic proof of the ballot to the Jurisdiction's DEO via email for written approval prior to final production. Post a sample ballot to www.ArapahoeVotes.gov

F. Determine the number and letter of each ballot issue and question for the Jurisdiction and any other coordinating jurisdictions participating in the election, in accordance with SOS Rule 4.5.2:

a. If the Jurisdiction is entirely contained within Arapahoe County, the County has authority to set the ballot measure order and number.

b. If the Jurisdiction includes territory in more than one county, the County will coordinate with the other applicable counties for purpose of determining the controlling county and agreeing upon ballot measure numbers for shared issues and questions.

G. Conduct a Logic and Accuracy Test in accordance with § 1-7-509, C.R.S. Invite the Jurisdiction to participate along with the Testing Board to verify the accuracy of electronic vote tabulation equipment. Post a public notice of the Test seven (7) days in advance.

H. Provide a candidate hotline at 303-734-5365, which every candidate running for office in the Jurisdiction (if applicable) shall call to provide the phonetic pronunciation of their name as it appears on their Statement of Intent, title of the office, and Jurisdiction for which they are running.

I. Prepare an accessible audio ballot for the electronic ballot marking devices to be made available to voters upon request at any Voter Service and Polling Center.

J. Contract with a vendor acceptable to the SOS to print and send Mail Ballot Packets to every active registered voter and transmit ballots electronically to every active registered UOCAVA voter.

K. Publish and post the required legal notice of election pursuant to § 1-5-205(1), C.R.S., for the Jurisdiction's ballot issues, ballot questions, and/or candidates.

L. If the Jurisdiction's election includes a TABOR issue, the County shall perform the following duties relative to the TABOR Notice:

a. Provide a Microsoft Word document template for the TABOR Notice to the Jurisdiction with instructions to submit its certified ballot language, pro/con statements and financial summary for each ballot question or issue governed by TABOR by the deadline listed in Attachment B.

b. Prepare the TABOR Notice using the certified content provided by the Jurisdiction, without revision.

c. Contract with a printing vendor to produce and mail one copy of the TABOR Notice to every household where an active registered voter of the Jurisdiction resides at the least cost possible in the time frame as required by law. If the Jurisdiction is a special district, the TABOR Notice also will be mailed to every eligible property owner who is not already a registered voter in Arapahoe County. The County may send the TABOR Notice to persons other than electors of the Jurisdiction in an effort to mail the TABOR Notice package at the "least cost."

d. Post the TABOR Notice on www.ArapahoeVotes.gov.

e. Keep a careful and accurate accounting of time, supplies, printing costs and salaries attributable to the County's TABOR Notice services for the Jurisdiction. The Jurisdiction's proportional share of actual costs shall be based on the County's total expenditures relative to the TABOR Notice.

M. Hire, instruct and oversee election judges and temporary workers necessary for the conduct of the election.

N. Establish and maintain mail ballot 24-hour drop-boxes, and designate and operate Voter Service and Polling Centers as required by the Code.

O. Provide trained personnel to pick up sealed ballot containers containing voted ballots from every Voter Service and Polling Center and 24-hour drop-box each business day. Provide a replacement sealed empty ballot container(s), except if the location is a stand-alone 24-hour drop-box.

P. Provide the necessary equipment, the adequately trained personnel, and the secure facility, and conduct and oversee the process to receive, verify voter signatures, open, tabulate and store ballots.

Q. Maintain a record of every eligible voter's registration and every ballot sent, received, voided and cast using the Colorado SCORE voter registration and election management system. A SCORE download providing an update on every eligible voter's registration and ballot status will be posted on www.ArapahoeVotes.gov daily during the voting period. No person will be given preferential treatment regarding the receipt of updated SCORE information, except that the Clerk's Office may respond to lawful records requests made pursuant to the Colorado Open Records Act.

R. Send letters to voters whose mail ballot envelopes are missing a signature, missing identification or have a signature discrepancy, and provide instructions and an affidavit to cure this issue within eight (8) days of Election Day for the ballot to be counted. Conduct the process to receive and verify voter affidavits and where appropriate, cure and count these ballots.

S. Maintain the following reports for all Arapahoe County eligible voters, and publish a public version (excluding confidential voters) on www.ArapahoeVotes.gov :

a. A registered voter list, including the names of eligible electors;

b. A turnout list, including the names of eligible electors, precinct number, date mail ballot was sent, and date ballot was issued at a Voter Service and Polling Center.

T. Accept public inquiries by phone at 303-795-4511 and by email at elections@arapahoegov.com. Respond to all correspondence and calls within the County's expertise relating to election procedures. Refer members of the public and news media to the DEO for any matters pertaining to the Jurisdiction's race, questions, measures or operations.

U. Post unofficial election results by ballot question after the polls close on Election Night at www.ArapahoeVotes.gov , and regularly update the unofficial results as more eligible ballots are counted. Election results will not be shared before the online posting.

V. Conduct a recount of the ballots cast if required by law or if requested by the Jurisdiction pursuant to state law. In either scenario, the cost of the recount will be charged to the Jurisdiction. If more than one Jurisdiction is involved in the recount, the cost will be pro-rated among the participating Jurisdictions equally.

W. Prepare and run the required Post Election Risk Limiting Audit in accordance with the Code before certifying election results.

X. Appoint a Canvass Board and conduct a canvass of the votes in order to certify the results of the Jurisdiction's election pursuant to § 1-10-101, C.R.S. Provide the Jurisdiction with a copy of all election statements and certificates which are to be created under the Code.

Y. Keep a careful and accurate accounting of time, supplies, printing costs and salaries attributable to the County's administration of the election.

Z. Submit to the Jurisdiction a good faith preliminary cost estimate at the time of this Agreement, an updated cost estimate after the deadline for ballot content to be submitted has passed pursuant to state law, and an itemized invoice for all expenses incurred under this Agreement post-election.

a. The County allocates costs using a Weighted Population Average, which reflects the proportionate number of active registered voters in each Jurisdiction on Election Day compared to the sum of all active registered voters in all coordinating jurisdictions for that election (including the County itself).

b. The total shared costs attributable to the County's administration of the election are multiplied by the Weighted Population Average to determine the Jurisdiction's allocation based on this formula. The final invoice detailing the Jurisdiction's portion of shared election costs will reflect actual cost totals as well as any changes in the total number of coordinating jurisdictions participating in the election and any increases in active voter count between the cost estimates and Election Day.

AA. Store all election records as required by the Code for 25 months in such a manner that they may be accessed by the Jurisdiction, if necessary, to resolve any challenges or other legal questions that might arise regarding the election.

2.03 JURISDICTION RESPONSIBILITIES.

The Jurisdiction shall perform the following duties:

A. Identify a Designated Election Official to act as liaison between the Jurisdiction and the County.

B. Notify the County prior to executing this IGA if the Jurisdiction's boundaries include property in any other county.

C. Review the Address Library Report provided by the County, which determines which residential addresses are within the jurisdiction. View the street ranges in a map format at: http://gis.arapahoegov.com/ArapaMAP/. Confirm the street ranges and/or map are correct and identify any errors, omissions or deletions if necessary. Provide the County with certification of any annexations, inclusions, and/or exclusions to the Jurisdiction, including all supporting documents. Return via email a signed copy of the provided Acknowledgement Form to the County, including any corrections if necessary, by the date set forth in Attachment B.

a. If the Jurisdiction is a Proposed Jurisdiction not already identified by a tax authority code in the County Assessor's records, the Jurisdiction shall provide the County with a certified legal description, map, and a list of street ranges for all streets within the Proposed Jurisdiction on or before eighty (80) days prior to Election Day. If residential addresses are not available, provide a list of the land parcel numbers that are within the boundaries of the Proposed Jurisdiction.

D. For elections where owning property in the Jurisdiction is a requirement for voting in the election, the Jurisdiction must perform the following tasks relating to the property owners list:

a. Coordinate directly with the Arapahoe County Assessor's Office to order and pay for an initial and a supplemental certified list of all recorded owners of taxable real and personal property within the Jurisdiction's boundaries in Arapahoe County, in accordance with § 1-5-304, C.R.S. and by the deadlines in Attachment B.

b. Contact Minerva Padron at the Colorado SOS's Office to receive access to DEO SCORE lookup. (Minerva Padron, 855-428-3555 ext. 6332, minerva.padron@sos.state.co.us).

c. Using the list from the Assessor's Office:

   i. Remove from the list non-person entities and persons not living in the State of Colorado.

   ii. Look up the remaining names using the SOS SCORE look-up tool to determine if each person is a registered voter. Remove from the list those individuals who are not registered to vote.

   iii. Remove from the list persons who reside in the district, as they will already receive a mail ballot.

   iv. Deliver to the County via email an initial and a supplemental list of property owners who are property owners in the district, registered to vote in the state of Colorado, and not physically residing in the district. Each list should be delivered by the deadline indicated in Attachment B. The list should be a Microsoft Excel spreadsheet and must contain no more than one (1) eligible elector's name per line. Each line must consist of the following separated fields: eligible elector's voter identification number, last name, first name, middle name, mailing address, city, state, zip, parcel number, and phone number, if available.

E. Directly manage the responsibilities defined in § 1-4-901 to 912, C.R.S. for all candidate petitions for all local election races held by the Jurisdiction, including but not limited to: reviewing the petition format, receiving petitions that are filed, verifying voter validity, determining sufficiency, notifying candidates of sufficiency, responding to protest filings, and cures if applicable.

F. Determine the title and text of the Jurisdiction's ballot races, measures and/or issues using plain, non-technical language, worded with simplicity and clarity. Determine the order of candidates in each race by lot drawing, or if applicable, city/town charter.

G. Defer to the County to determine the number and letter of each ballot issue and question, as outlined in Section 2.02. Abstain from communicating or publicizing a ballot issue or question in conjunction with a letter or number before it has been officially determined by the County on the date of ballot content certification under the Code.

H. Submit the Jurisdiction's certified ballot content, verbatim, as it should appear on the ballot for the Jurisdiction's races, questions and issues to the County. Submit the ballot content via email to the elections division at elections@arapahoegov.com on or before the deadline as set forth within Attachment B. Format the ballot content in a Microsoft Word document in plain text; do not include bold, italic, underline, bullets, tables, strikethrough or indentation. Titles should indicate whether the

question is a referred measure or an initiative from a citizen petition. TABOR issues must be in all caps. All other measures and races must be mixed case. (Ballot content submitted to the County after the deadline will not appear on the ballot.)

a. The Jurisdiction will be responsible for obtaining a Spanish translation of the Jurisdiction's ballot content using a translator subject to the requirements of the Code and SOS Rules 4.8.8 and 4.8.9.

b. To the extent that the Jurisdiction includes territory in more than one county, the Jurisdiction will coordinate with the County and the other county or counties to determine responsibility for obtaining a Spanish translation so that only one translation is completed for each ballot issue or question and that the same translated version is used by each county.

I. Within one business day of receipt from the County, proofread the layout and the text of the Jurisdiction's portion of the official ballots and provide written notice of acceptance to the County via email to the elections division at elections@arapahoegov.com.

J. If the Jurisdiction's election includes a race, contact all candidates on the ballot and ask them to call the County's candidate hotline at 303-734-5365 by the deadline indicated in Attachment B and record a voicemail with the phonetic pronunciation of their name, the title of the race and jurisdiction for which they are running.

K. If the Jurisdiction's election includes a TABOR issue, the Jurisdiction shall perform the following duties relative to the TABOR Notice by the relevant deadlines indicated in Attachment B:

a. Receive petition representative's written summary of comments relating to ballot issues/ballot questions. Receive and compile community members' written summary of pro/con statements relating to ballot issues/ballot questions.

b. Prepare a financial summary for each ballot question or issue.

c. Prepare a Microsoft Word document using the template provided by the County for the TABOR Notice with the final and exact text of its certified ballot language, pro/con statements and financial summary for each ballot question or issue governed by TABOR by the deadline in Attachment B, delivered to the elections division at elections@arapahoegov.com.

d. Defend and resolve, at the Jurisdiction's sole expense, all challenges related to the candidates, ballot issues and/or ballot questions, or to the TABOR Notice if applicable, as certified to the County.

L. Publish and post any required legal notices for the Jurisdiction's candidates, ballot issues and/or ballot questions, other than the notice published by the County in conformance with § 1-5-205, C.R.S. A copy of such published legal notice shall be submitted to the County for its records.

M. Respond to all correspondence and calls for any matters pertaining to the Jurisdiction's race, question or measures or operations. Refer members of the public and news media to the County for any matters outside of the DEO's expertise relating to election procedures.

N. Notify the CEO by the statutory deadline whether a recount is required or desired. The Jurisdiction shall reimburse the County for the full cost of the recount. If other Jurisdictions are included in the recount, the cost of the recount will be prorated among the participating Jurisdictions as per § 1-10.5-101, C.R.S.

O. Remit to the County the total payment for the Jurisdiction's prorated share of costs for the printing and mailing of ballots, TABOR Notice (if required), any additional or unique election costs resulting from Jurisdiction delays and/or special preparations or cancellations, and all other election expenses within sixty (60) days from the date of receipt of an invoice from the County.

SECTION III.
CANCELLATION OF ELECTIONS

3.01 CANCELLATION OF ELECTION BY THE JURISDICTION.

In the event that the Jurisdiction resolves not to hold the election, notice of such resolution shall be provided to the CEO immediately. The Jurisdiction shall be liable for the full actual costs of the activities of the CEO relating to the election incurred before receipt of such notice and activities of the CEO relating to cancelling the election after the receipt of such notice. The Jurisdiction shall provide and post notice by publication as defined in the Code. In the event that the Jurisdiction resolves not to hold the election after the last day for the DEO to certify the ballot order and content to the CEO (see Attachment B), the text provided by the Jurisdiction cannot be removed from the ballot and/or the Ballot Issue notice (TABOR Notice).

SECTION IV.
MISCELLANEOUS

4.01 NOTICES.

Any and all notices required to be given by this Agreement are deemed to have been received and to be effective: (1) three days after they have been mailed by certified mail, return receipt requested; (2) immediately upon hand delivery; or (3) immediately upon receipt of confirmation that an email or fax was received; to the address of a Party as set forth below or to such Party or addresses as may hereafter be designated in writing:

To County:
Joan Lopez
Arapahoe County Clerk and Recorder's Office
Elections Division
5334 S. Prince St.
Littleton, Colorado 80120
Fax: (303) 794-4625
Email: elections@arapahoegov.com

To Jurisdiction: Kadee Rodriguez
Designated Election Official
15151 E Alameda Pkwy
Aurora, CO 80012
Email: kvrodrig@auroragov.org
Phone: 303-739-7094

4.02 TERM OF AGREEMENT.

The term of this Agreement shall continue until all statutory requirements concerning the conduct of the election and the creation, printing, and distribution of the TABOR Notice, if needed, are fulfilled.

4.03 AMENDMENT.

This Agreement may be amended only in writing, and following the same formality as the execution of the initial Agreement.

4.04 INTEGRATION.

The Parties acknowledge that this Agreement constitutes the sole and entire Agreement between them relating to the subject matter hereof and that no Party is relying upon any oral representation made by another Party or employee, agent or officer of that Party.

4.05 CONFLICT OF LAW.

In the event that any provision in this Agreement conflicts with the Code or other statute, this Agreement shall be modified to conform to such law.

4.06 TIME OF ESSENCE.

Time is of the essence for this Agreement. The time requirements of the Code shall apply to completion of the tasks required by this Agreement. Failure to comply with the terms of this Agreement and/or the deadlines in Attachment B or the Code may result in consequences up to and including termination of this Agreement.

4.07 GOOD FAITH.

The parties shall implement this Agreement in good faith, including acting in good faith in all matters that require joint or general action.

4.08 NO WAIVER OF GOVERNMENTAL IMMUNITY ACT.

The Parties understand and agree that the County, its commissioners, officials, officers, directors, agents, and employees, are relying on, and do not waive or intend to waive by any provisions of this Agreement, the monetary limitations or any other rights, immunities, protections or defenses provided by the Colorado Governmental Immunity Act (the "CGIA"), §§ 24-10-101 to 120, C.R.S., or otherwise available to the County or the Jurisdiction. To the extent the CGIA imposes varying obligations or

contains different waivers for cities and counties, both the Jurisdiction and the County agree that they will remain liable for their independent obligations under the CGIA, and neither party shall be the agent of the other or liable for the obligations of the other.

4.09 NO THIRD PARTY BENEFICIARIES.

The enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement shall be strictly reserved to the County and the Jurisdiction, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person under such Agreement.

4.10 GOVERNING LAW: JURISDICTION AND VENUE.

Unless otherwise agreed in writing, this Agreement and the interpretation thereof shall be governed by the laws of the State of Colorado. Venue for any and all legal actions arising under this IGA shall lie in the District Court in and for the County of Arapahoe, State of Colorado.

4.11 SEVERABILITY.

Should any provision of this Agreement be determined by a court of competent jurisdiction to be unconstitutional or otherwise null and void, it is the intent of the parties hereto that the remaining provisions of this Agreement shall be of full force and effect.

4.12 ATTACHMENTS.

The following attachments are incorporated herein by this reference.

Attachment A – 2025 Preliminary Cost Estimate

Attachment B – Key Dates for Coordinating Jurisdictions (subject to updates)

END OF PAGE

Arapahoe County

_____

Joan Lopez, Coordinated Election Official Date
Clerk and Recorder

City of Aurora

_____

Kadee Rodriguez, Designated Election Official Date
City of Aurora

ARAPAHOE COUNTY
CLERK & RECORDER

ESTIMATED SHARED COSTS INVOICE
City of Aurora
NOV. 4, 2025 ELECTION COORDINATING COSTS
(no TABOR issue)

Jurisdiction's Share of Total Election Costs Based On:	
Total Jurisdiction Active Registered Voters	**204,912**
÷ Sum of Active Registered Voters for all Coordinating Entities	**1,454,930**
= Weighted Population Average (WPA)	**0.140840**

Election Expenses for Coordinated Election	**Total Cost**	
County Staff		
Permanent staff overtime compensation (after 9/08/2025)	$	5,000.00
Temporary election staff compensation (after 9/08/2025)	$	8,000.00
Total	**$**	**13,000.00**
Election Judges		
Election Judge training materials	$	1,500.00
Election Judge compensation (VSPCs & ballot processing)	$	180,000.00
Election Judge communications	$	500.00
Total	**$**	**182,000.00**
Ballot and Envelope Printing (Mail, in-person, test, etc.)		
Mail Ballot Printing	$	150,000.00
Ballot envelopes (outgoing, return and labels)	$	110,000.00
Voter instructions, secrey sleeves, inserts	$	110,000.00
Ballot shipping fees	$	25,000.00
Ballot-on-Demand supplies (card stock, toner, etc)	$	10,000.00
Total	**$**	**405,000.00**
Ballot Printing, Programming & Insertion		
Vendor onsite election support (3rd party vendor only)	$	-
Ballot layout and programming (3rd party vendor only)	$	-
Ballot insertion and mailing fees (3rd party vendor only)	$	140,000.00
BOD Ballot Programming (3rd party vendor only)	$	-
Total	**$**	**140,000.00**
VSPC Location Costs		
VSPC set up expenses	$	2,500.00
VSPC location rental expenses	$	2,500.00
Signage	$	800.00
Office Supplies (pens, forms, etc.)	$	2,500.00
Electronic equipment for VSPCs purchased/leased	$	10,000.00
Vehicle expenses (rentals, mileage etc)	$	12,000.00
Ballot and equipment delivery/collection	$	10,000.00
Remote connectivity expenses (Wifi)	$	1,200.00
Total	**$**	**41,500.00**
Security Expenses related to Judges and VSPCs		
Transfer cases and portable ballot boxes	$	-
Security personnel costs	$	-
CBI background checks for Election Judges/temp staff	$	10,000.00
Total	**$**	**10,000.00**
Election Notices		
Statutory notice of election	$	280.00
TABOR Notice - printing and production	n/a	
Total	**$**	**280.00**
Postage		
Mail Ballot Postage	$	70,000.00
TABOR Notice Postage	n/a	
Mail Ballot Undeliverable/Return Postage Due	$	10,000.00
Total	**$**	**80,000.00**

Total Estimated Election Expense	**$**	**871,780.00**
Subtract Estimated State Reimbursement (45%)	**$**	**392,301.00**
Total Estimated Election Expense	**$**	**479,479.00**
x Weighted Population Average (WPA)	**$**	**0.1408**
Total Due to Arapahoe County	**$**	**67,529.71**

2025 Coordinated Election - Abridged Calendar
Key Dates for Coordinating Jurisdictions

Resource provided by Arapahoe County Elections. Use this as a reference guide only.
Always refer to the Colorado Constitution, Revised Statutes and Secretary of State rules for applicable provisions.
Find a complete election calendar at:
https://www.sos.state.co.us/pubs/elections/Resources/ElectionCalendars.html

Date	Event	Reference	Accountable
	July 2025		
17-Jul	Deadline for County Clerk to provide Election Plan to the Secretary of State (110 days prior)	1-7.5-105(1) Rule 7.1.1	County Clerk
25-Jul	Deadline for Jurisdiction to notify County Clerk of intent to coordinate in the election (100 days prior)	1-1-106(5) 1-7-116(5)	Jurisdiction
25-Jul	Deadline for Jurisdiction to notify County Clerk of intent to conduct a ranked voting election (100 days prior)	1-1-106(5) Rule 26.2	Jurisdiction
	August 2025		
6-Aug	First day a candidate for the office of school district director may circulate a nomination petition (No sooner than 90 days before the election)	1-4-803(1)(b)	Candidates
26-Aug	Deadline for Jurisdiction to return Address Library Report acknowledgment form with any necessary revisions to County Clerk (70 days prior)	IGA	Jurisdiction
26-Aug	Deadline for County Clerk and coordinating jurisdictions to sign intergovernmental agreement (70 days prior)	1-7-116(2) Rule 4.1.2	Jurisdiction, County Clerk
26-Aug	Deadline for candidates to record their name on a phone voice mail provided by County Clerk for the audio ballot	Rule 4.6.2. IGA	Candidates
29-Aug	Last day for candidates for the office of school district director to file a nomination petition (No later than 67 days before the election)	1-4-803(2)	Candidates
29-Aug	Last day to file an affidavit of intent to run as a write-in candidate for a non-partisan coordinated election (64 days prior)	1-4-1102(2) 1-1-106(5)	Candidates
	September 2025		
5-Sep	Deadline for Jurisdiction to certify ballot content to County Clerk (60 days prior)	IGA, 1-5-203(3) 1-5-905	Jurisdiction
5-Sep	Deadline for Jurisdiction to order initial property owner list from County Assessor (60 days prior)	IGA	Jurisdiction
19-Sep	Last day for Jurisdiction to accept pro/con comments pertaining to local ballot issues for the TABOR Notice (by noon the Friday before the 45th day before the election)	1-7-901(4)	Voters, Petition Reps, Jurisdiction
20-Sep	Deadline to send mail ballots to military and overseas electors. (No later than 45 days before the election)	1-1-106(5) 1-8.3-110(1)	County Clerk

2025 Coordinated Election - Abridged Calendar
Key Dates for Coordinating Jurisdictions

22-Sep	Deadline for Jurisdiction to provide initial list to County Clerk of eligible property owners to receive ballots and TABOR notice (43 days prior)	IGA	Jurisdiction
22-Sep	Deadline for Jurisdiction to deliver full text of TABOR issue notices to County Clerk (43 days prior)	1-7-904	Jurisdiction
	October 2025		
3-Oct	Deadline for County Clerk to mail TABOR Notice to registered voter households on behalf of all coordinating jurisdictions (30 days prior)	Art. X, Sec. 20(3)(b) 1-1-106(5) Rule 4.3.1	County Clerk
3-Oct	Deadline for Jurisdiction to order supplemental list of property owners from County Assessor (30 days prior)	IGA	Jurisdiction
10-Oct	Deadline for Jurisdiction to withdraw a ballot issue or question from the ballot (25 days prior)	1-5-208(2)	Jurisdiction
10-Oct	Deadline for Jurisdiction to provide supplemental list of eligible property owners to County Clerk (25 days prior)	IGA	Jurisdiction
10-Oct	First day County Clerk can mail ballots to voters, excluding UOCAVA voters (No sooner than 22 days prior), 24-hour ballot drop boxes will be open for ballot return	1-7.5-107(3)(a)(I) Rule 7.2.3	County Clerk
13-Oct	Deadline to register to vote through a Voter Registration Drive and receive a mail ballot (22 days prior or day after holiday)	1-2-201(3)(b)(I)	Voters
14-Oct	Deadline for County Clerk to conduct the public Logic and Accuracy Test (21 days prior)	Rule 11.3.2(a)	County Clerk
15-Oct	Deadline for County Clerk to publish notice of election in newspaper (20 days prior)	1-1-104(34) 1-5-205(1)(a)	County Clerk
20-Oct	First day that County may count ballots. (15 days prior) No results may be disclosed until 7 p.m., Election Day	1-7.5-107.5	County Clerk
27-Oct	First day Voter Service & Polling Centers must be open (Beginning at least 8 days before and on election day, except Sundays)	1-5-102.9(2) Rule 7.8.1	County Clerk
27-Oct	Deadline for voters to register to vote or make updates and still receive a mail ballot (Through the 8th day prior)	1-2-201(3)(b)(III) 1-2-201(4) 1-2-508(3)(a)(1)	Voters
31-Oct	Deadline to return a completed Certificate of Appointment to County Clerk to appoint watchers observe election activities on Election Day (Friday proceeding Election Day) (earlier if want to observe earlier days)	1-7-107	Candidate, Ballot Issue Proponents or Opponents

2025 Coordinated Election - Abridged Calendar
Key Dates for Coordinating Jurisdictions

November 2025			
4-Nov	**Coordinated Election** (Voter Service and Polling Centers and Ballot Drop-Off locations open 7 a.m. - 7 p.m.)	1-1-104(17) 1-4-201 Rule 7.9.1(b)	County Clerk, Voters
12-Nov	Deadline for UOCAVA (military and overseas) ballots to be received by Clerk to be received (8 days after)	1-8.3-111 and 113 Rule 16.1.5	Voters
12-Nov	Deadline for voters to cure signature discrepancy or missing signature, and/or to provide missing ID for mail and provisional ballots (8 days after)	1-7.5-107(3.5)(d) 1-7.5-107.3 (2)(a) 1-8.5-105(3)(a)	Voters
25-Nov	Deadline for County Clerk to complete risk-limiting audit (21 days after)	Rule 25.2.3(d)	County Clerk
26-Nov	Deadline for County Clerk to canvass and certify the election (22 days after)	1-10-102(1) 1-10-103(1) Rule 10	County Clerk
26-Nov	Last day for Jurisdiction to provide written notice to Clerk to waive an automatic recount of a referred ballot issue or question that failed (Within 23 days after election)	1-10.5-103 1-1-106(5)	Jurisdiction
26-Nov	Deadline for interested parties to request a recount of election results at their own expense (No sooner than 10 days or later than 22 days after election)	1-10.5-106(2)	Any eligible individual
December 2025			
5-Dec	Deadline for County Clerk to complete a statutory recount of any race (31 days after)	1-10.5-102(2) 1-10.5-103	County Clerk
9-Dec	Deadline for County Clerk to complete a requested recount (35 days after)	1-10.5-106(2)	County Clerk
Note on Computation of Time			
NOTE	If the last day for any act to be done or the last day of any period is a Saturday, Sunday, or legal holiday and completion of the act involves a filing or other action during business hours, the period is extended to include the next day which is not a Saturday, Sunday, or legal holiday.		1-1-106(4)
	If a statute or rule requires doing an act in "not less than" or "no later than" or "at least" a certain number of days or "prior to" a certain number of days or a certain number of months before the date of an election, the period is shortened to and ends on the prior business day that is not a Saturday, Sunday, or legal holiday.		1-1-106(5)

RESOLUTION NO._____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING THE INTERGOVERNMENTAL AGREEMENT BETWEEN ARAPAHOE COUNTY AND THE CITY OF AURORA FOR THE COORDINATED ELECTION TO BE HELD NOVEMBER 4, 2025

WHEREAS, pursuant to the Uniform Election Code of 1992 (Articles 1 to 13 of Title 1, C.R.S.) governmental entities are encouraged to cooperate and consolidate elections to reduce taxpayer expenses; and

WHEREAS, the City of Aurora, Colorado (the "City"), and Arapahoe County, Colorado (the "County"), wish to enter into an agreement setting forth the respective responsibilities of the City and the County regarding conducting and administering the November 4, 2025 coordinated general election; and

WHEREAS, the City Council of the City finds and determines that such agreement is in the best interests of the City and its citizens; and

WHEREAS, the City Council is authorized by City Charter Article 10-12, City Code Section 2-31, and Colorado Revised Statutes Section 29-1-203, to enter into intergovernmental agreements through adoption of a Resolution approving the same;

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

Section 1. The Intergovernmental Agreement presented with this Resolution and appended thereto by reference between the City of Aurora, Colorado, and Arapahoe County, Colorado, for conducting and administering the coordinated general election to be held November 4, 2025, is hereby approved which approval shall include adopting Arapahoe County’s designations of Voter Service and Polling Centers (VSPCs).

Section 2. The Mayor and City Clerk are hereby authorized to execute and deliver said Intergovernmental Agreement in substantially the form presented at this meeting, with such technical additions, deletions, and variations as the City Attorney may deem necessary or appropriate and not inconsistent with this Resolution.

Section 3. All Resolutions or parts of Resolutions of the City of Aurora, Colorado, in conflict herewith are hereby rescinded.

Section 4. This Resolution shall take effect immediately without reconsideration.

RESOLVED AND PASSED this___day of_____, 2025.

_____
MIKE COFFMAN, Mayor

ATTEST:

_____
KADEE RODRIGUEZ, City Clerk and Designated Election Official

APPROVED AS TO FORM:

PETER A. SCHULTE, CITY ATTORNEY

By: Andrea Wood MK
ANDREA WOOD, Assistant City Attorney

CITY OF AURORA
Council Agenda Commentary

Item Title: Intergovernmental Agreement (IGA) with Adams County for the 2025 Coordinated Election (Resolution)
Item Initiator: Kadee Rodriguez, City Clerk
Staff Source/Legal Source: Kadee Rodriguez, City Clerk / Andrea Wood, Assistant City Attorney
Outside Speaker: N/A
Strategic Outcome: Well-Managed: High performing organization, committed to great customer service, innovation, continuous improvement, fiscal stewardship, and maintaining critical infrastructure.

COUNCIL MEETING DATES:

Study Session: 7/28/2025

Regular Meeting: 8/11/2025

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

Item requires a Public Hearing: ☐ Yes ☒ No

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

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

A waiver of reconsideration is being requested to meet the deadline set by state statute.
Kadee Rodriguez, City Clerk / Andrea Wood, Assistant City Attorney

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

☐ Approve Item and Move Forward to Study Session

☒ Approve Item and Move Forward to Regular Meeting

☐ Information Only

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

☐ Approve Item as Proposed at Policy Committee

☐ Approve Item as Proposed at Study Session

☐ Approve Item as Proposed at Regular Meeting

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: N/A

Policy Committee Date: N/A

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

☐ Recommends Approval ☐ Does Not Recommend Approval

☐ Forwarded Without Recommendation ☐ Minutes Not Available

☐ Minutes Attached

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

Aurora City Code Section 54-7 declares all regular municipal elections shall be held as part of coordinated elections conducted by the county clerk and recorders for Arapahoe, Adams and Douglas Counties.

Intergovernmental Agreements (IGA) are required by state law for coordinated elections. They outline certain practices and procedures to preserve the integrity of the election process. The IGA's for coordinated elections must be signed no less than 70 days prior to the scheduled election.

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

This Resolution and IGA authorizes the City of Aurora to coordinate with Adams County to conduct a coordinated election. The IGA includes an allocation of responsibilities between the County and City for the preparation and conduct of the coordinated election. The deadline for the County and City to sign this IGA is August 26, 2025.

FISCAL IMPACT

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

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

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

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 preliminary cost estimate to coordinate with Adams County is $14,000 ($2 per active registered voter). There may be an additional cost if ballot questions result in additional ballot length.

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 Intergovernmental Agreement with Adams County for the 2025 Coordinated Election?

LEGAL COMMENTS

C.R.S. 1-7-116 sets forth that the county clerk and recorder shall be the coordinated election official and shall conduct the elections on behalf of the City, and requires that the City and the County enter into an agreement concerning the conduct of the coordinated election.

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

INTERGOVERNMENTAL AGREEMENT BETWEEN
ADAMS COUNTY AND
THE CITY OF AURORA

FOR THE NOVEMBER 4, 2025
COORDINATED ELECTION

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is made and entered into this ____ of _____, 2025, by and between the Adams County Clerk and Recorder, located at 4430 S. Adams County Parkway, Suite E3102, Brighton, Colorado 80601, hereinafter referred to as the "Clerk and Recorder," and the City of Aurora, located at 15151 E. Alameda Parkway, Aurora, Colorado 80012, hereinafter referred to as the "Municipality," for the purpose of conducting a General Election to be held on November 4, 2025. The Clerk and Recorder, and the Municipality may be collectively referred to herein as the "Parties."

RECITALS

WHEREAS, pursuant to Colo. Const. art. XIV, § 18(2)(a), and Colorado Revised Statute (C.R.S.) § 29-1-203, the County and the Municipality may cooperate or contract with each other to provide any function or service lawfully authorized to each, and any such contract may provide for the sharing of costs, the imposition of taxes, and incurring of debt; and,

WHEREAS, pursuant to § 1-1-111, C.R.S. of the Uniform Election Code of 1992, (§ 1-1-101, *et. Seq.* C.R.S., hereinafter referred to as the "Code"), the Municipality is authorized to contract with the Clerk and Recorder to perform all or part of the duties associated with conducting elections; and,

WHEREAS, the Clerk and Recorder, and the Municipality have determined that it is in their best interests to conduct the election as a "Coordinated General Election," as such terms are defined in the Code; and,

WHEREAS, the Clerk and Recorder, and the Municipality have determined that it is in the best interests of their respective residents to cooperate and contract concerning the election upon the terms and conditions contained herein.

NOW, THEREFORE, for and in consideration of the promises herein contained, the sufficiency of which is acknowledged, the Parties hereto agree as follows:

AGREEMENT

ARTICLE I: DUTIES OF THE CLERK AND RECORDER

1. ELECTION OFFICIAL. The Clerk and Recorder shall act as the "Coordinated Election Official," pursuant to § 1-1-104(6.5), C.R.S. and shall be responsible for the conduct of the election, which shall be in accordance with the provisions of the Code, the Taxpayer's Bill of Rights, Colo. Const. art. X, § 20, hereinafter referred to as "TABOR," and any pertinent Rules promulgated by the Colorado Secretary of State, hereinafter referred to as the "Rules."

2. NO RUN-OFF ELECTION. This Agreement is for the November 4, 2025 election only. In the event the Municipality's Code and/or Charter provide for a run-off election, and a run-off election becomes necessary, the Adams County Clerk and Recorder will not conduct that election for the Municipality.

3. INSTANT RUNOFF / RANKED VOTING. If the Municipality has taken formal action to have an election subject to this IGA conducted using instant runoff voting, in accordance with C.R.S. § 1-7-118, it must provide written notice to the Clerk and Recorder at least one hundred days before the election. If such notice is received, the Clerk and Recorder will conduct the election using instant runoff voting; post an explanation of ranked voting and instructions for electors in the form approved by the secretary of state by rule at each polling location and included with each mail ballot; and, with input from the municipality, determine the maximum number of choices an elector may rank in accordance with C.R.S. § 1-7-1003(1). In accordance with C.R.S. § 1-7-1003(5)(b), if the election is to be conducted using instant runoff voting, Municipality will conduct a voter education and outreach campaign to familiarize electors with ranked voting in English and in every language in which a ballot is required to be made available pursuant to this code and the federal "Voting Rights Act of 1965", 52 U.S.C. sec. 10101 et seq. Municipality will also provide a written copy of the voter education campaign to the Clerk and Recorder to be attached to, and fully incorporated into, this IGA as "Exhibit D" along with the signed IGA by the deadline of **August 26, 2025.**

4. CONTACT OFFICER. The Deputy Director of Elections, Crissy Jackson, will be the designated contact officer for the County and will act as the primary liaison between the Election Office and the Municipality for purposes of the election. Crissy Jackson can be reached at (720) 523-6480 or adams.entities@adcogov.org.

5. VOTER LISTS. Upon the request of the Municipality, the Clerk and Recorder shall provide the Municipality with a list of the names and addresses of the registered voters in the Municipality. The list shall be certified by the Clerk and Recorder upon the request of the Municipality's designated election official. If the Municipality believes the Clerk and Recorder's voter registration list is inaccurate, the Municipality shall immediately advise the Clerk and Recorder and shall work with the Clerk and Recorder on corrections and revisions in a timely manner.

6. VOTING. The Clerk and Recorder shall provide for voter service and polling centers, mail, emergency, and provisional voting, pursuant to the relevant provisions of the Code and/or the Rules.

7. CERTIFICATION OF RESULTS. The Clerk and Recorder shall appoint a canvass board, pursuant to § 1-10-101 or §1-10-201, *et seq*., C.R.S.

8. RECORDS AND STORAGE. The Clerk and Recorder shall store all election records, and any other such materials as required under the Code, for a period of at least twenty-five (25) months after the election. Such storage shall be accessible by the Municipality, if legally necessary, upon accompaniment by the Clerk and Recorder or a designated representative to resolve any challenges or other legal questions that might arise. In addition, upon request, the Clerk and Recorder shall compile a list of the names of persons who voted in the election and, shall provide the Municipality with an electronic list containing the names of those persons.

ARTICLE II: DUTIES OF THE MUNICIPALITY

1. DESIGNATED ELECTION OFFICIAL. The Municipality has designated
Kadee Rodriguez
303-739-7094, kvrodrig@auroragov.org
as its "designated election official," pursuant to § 1-1-104(8), C.R.S. The designated election official shall act as the primary liaison between the Municipality and the Clerk and Recorder. The Municipality may provide a secondary contact via email to adams.entities@adcogov.org. All communications concerning the election, whether oral or in writing, shall be directed to the Adams County Election Department, 4430 S. Adams County Parkway, Suite E3102, Brighton, CO 80601; phone number: (720) 523-6480; and facsimile number: (720) 523-6266. Email communications are preferred and should be sent to adams.entities@adcogov.org.

2. ORDINANCE OR RESOLUTION. In order to avoid any potential discrepancies and as allowed by § C.R.S. 1-1-102, the Municipality will pass an Ordinance or Resolution indicating that it will utilize and be subject to the requirements and procedures of the Uniform Election Code of 1992 while participating in this election and that said Code will apply in lieu of the "Colorado Municipal Election Code of 1965", article 10 of title 31, C.R.S., with respect to any election. Municipality will supply a copy of this Ordinance or Resolution when returning a signed copy of this IGA to the Clerk and Recorder.

3. SECTION 203 OF THE VOTING RIGHTS ACT. In order to maintain compliance with 52 USC section 10503, (Section 203 of the Voting Rights Act), the Municipality is required to use a qualified translator or interpreter as defined in § C.R.S. 1-5-903 (4) and provide to the Clerk and Recorder a Spanish translation of the Municipality's ballot certification referenced in Article II, section 9 of this Agreement; and TABOR notice and pro / con statements referenced in Article III of this Agreement at the same time that the original content is provided.

4. STREET LOCATOR FILE. In order for the Clerk and Recorder to provide correct ballots to electors, it is critical that the information contained in the Municipality's street locator file be accurate. It is the Municipality's responsibility to ensure that the information contained in the street locator file is an accurate representation of the Municipality's street indexes contained within the Municipality's legal boundaries.

As long as the Clerk and Recorder has been timely notified of the Municipality's intent to

participate in the election, the Clerk and Recorder will provide to the Municipality a street locator file by **July 31, 2025**.

- The file will contain a list of the street address ranges the Clerk and Recorder's system currently shows as being located in the Municipality.

- The designated election official for the Municipality shall inspect the information contained in the locator file and shall notify the Clerk and Recorder's Office by **August 25, 2025,** of any changes, additions or deletions that need to be made. If required, the Clerk and Recorder will make the required changes and resubmit the locator file to the Municipality.

- The Municipality will inspect the file and shall make a final certification as to the accuracy of the locator file by no later than **September 5, 2025**.

- If the locator information and/or certification are not provided by the Municipality on the date specified herein, the Municipality may not participate in the election on **November 4, 2025.**

5. LEGAL NOTICES. The Clerk and Recorder shall publish notice of the election, as required by the Code, and such publication shall satisfy the publication requirement for all political subdivisions participating in the election, pursuant to § 1-5-205(1.4), C.R.S. However, the Municipality shall post and/or publish any other legal notices required of the Municipality, pursuant to relevant provisions of its charter, the Code, TABOR, the Rules, or the Colorado Municipal Code of 1965, § 31-10-101, *et seq.*, C.R.S., except as otherwise provided herein.

6. PETITIONS. Petitions, where applicable, shall be made available through the Municipality's designated election official, pursuant to the applicable laws and/or rules.

7. VERIFICATION OF PETITIONS. Petitions shall be verified by the Municipality, pursuant to the applicable laws and/or rules. The Clerk and Recorder will provide access to voter registration information to the Municipality if petitions are verified.

8. WRITE-IN CANDIDATES. Affidavits of intent to become a write-in candidate, where applicable, shall be filed with the Municipality's designated election official pursuant to the applicable laws and/or rules, and a copy will be provided to the Clerk and Recorder.

9. BALLOT CERTIFICATION AND PREPARATION. The Municipality shall provide to the Clerk and Recorder the Municipality's ballot text and translation by no later than **September 5, 2025 at 3:00 p.m.**, which is sixty (60) days prior to the election, pursuant to § 1-5-203(3)(a), C.R.S. The Municipality shall be solely responsible for the language, content, and accuracy of the ballot text pursuant to § 1-5-203(3)(c).

In accordance with § 1-5-407(7), C.R.S., no printing or distinguishing marks shall be on the ballot except as specifically provided in section 1-40-106 (3)(e) to (3)(g) and (3)(j). Additionally, the ballot text shall be submitted by e-mail as an attachment that conforms to the following requirements, to Crissy Jackson at adams.entities@adcogov.org. Ballot questions and issues will be designated a number and a letter after ballot certification.

The ballot text, sample attached as "Exhibit A", shall be provided:

- In Microsoft Word format
- In Arial 10 point font
- No extraordinary formatting (including, but not limited to, text boxes, charts, spreadsheets, strike-outs, strike-throughs, or symbols)
- Blank lines will be removed if using bullet points.
- Ballot issue title and text shall be provided in all caps.
- All contests must include the "term of office" and "vote for #" information.

For purposes of consistency, when candidates choose to use nicknames, they will appear on the ballot in quotation marks as follows: First Name "Nickname" Last Name.

An audio recording of all candidate names for the Municipality's portion of the ballot must be provided by having candidates call (720) 523-6046 and follow the recorded instructions by no later than the ballot certification deadline of **September 5, 2025 at 3:00 p.m.**

Within one (1) business day of receiving a "proof-ready" copy of the ballot text from the Clerk and Recorder, the Municipality shall proof and authorize the text and layout of its portion of the ballot prior to the printing of ballots. The Municipality will be allowed to make corrections to the ballot proof copy only within the one (1) business day period. If there is no response within the allotted proofing period, the Municipality's portion of ballot text will be considered approved for printing.

10. ELECTION TESTING, AUDIT AND RESULTS. The Municipality may attend and observe any ballot testing, as scheduled by the Clerk and Recorder, prior to the election. The Municipality may also attend and observe any logic and accuracy or post-election audit conducted after Election Day, pursuant to §§ 1-7-509 and 1-7-514, C.R.S. The Municipality understands that election results will not be final and official until certified by the canvass board, which may be up to 22 days after Election Day.

11. ELECTION DAY. On Election Day, the Municipality shall provide election support by telephone and/or in-person from 7 a.m. until 7 p.m. or longer, as requested by the Clerk and Recorder. The Municipality must also act as a voter registration agent as required by § 1-2-202 (2), C.R.S., and assist voters with "same day voter registration" needs, if a voter appears and requests such service.

12. REFERENCE CALENDAR. The Municipality will comply with all of the dates listed in the Important Elections Dates calendar attached as "Exhibit B".

ARTICLE III: TABOR

The Municipality shall be solely responsible for its compliance with the requirements of TABOR, Colo. Const. art. X, § 20, for the purposes of the election, unless otherwise specified herein.

If the Municipality is required to prepare a TABOR notice for any ballot issue(s), the Municipality shall be solely responsible for its preparation, accuracy, and the language contained therein, and shall submit such notice, including pro and con summaries and fiscal information, and the required

translations to the Clerk and Recorder by no later than **September 22, 2025 at 3:00 p.m**., which is forty-three (43) days prior to the election, pursuant to § 1-7-904, C.R.S. Such notice, including pro and con summaries and fiscal information, shall be submitted by e-mail as an attachment that conforms to the following requirements, to Crissy Jackson at adams.entities@adcogov.org.

The notice, sample attached as "Exhibit C", shall be provided:

- in Microsoft Word format
- in Arial 10 point font
- with no extraordinary formatting (including but not limited to text boxes, charts, spread sheets, strike-outs, strike-throughs, bolding, or symbols)
- Blank lines will be removed if using bullet points.

If the Clerk and Recorder is responsible for preparing a TABOR notice package, the Clerk and Recorder shall do so in compliance with the provisions of TABOR, Colo. Const. art. X, § 20, and any pertinent Rules.

Except as otherwise specified herein, the Clerk and Recorder shall in no manner be responsible for the Municipality's compliance with the requirements of TABOR, nor shall the Clerk and Recorder in any manner be responsible for the language contained in the TABOR notice(s) or translations prepared by the Municipality.

The Municipality shall be solely responsible for calculating and providing to the Clerk and Recorder any fiscal information necessary to comply with TABOR, Colo. Const. art. X, § 20(3)(b), and the Clerk and Recorder shall in no way be responsible for the accuracy of the fiscal information, which shall be placed on the ballot issue notice as provided by the Municipality.

If applicable, pursuant to § 1-7-906(2), C.R.S., the Municipality shall be responsible for mailing the ballot issue notice packet to each address of one or more active registered electors who do not reside within the County.

Within one (1) business day of receiving a "proof-ready" copy of the TABOR notice from the Clerk and Recorder, the Municipality shall proof and authorize the text and layout of its portion of the notice prior to the printing of notices. The Municipality will be allowed to make corrections to the notice proof copy only within the one (1) business day period. If there is no response within the allotted proofing period, the Municipality's portion of the TABOR Notice will be approved for printing.

ARTICLE IV: COSTS

The Municipality shall reimburse the County for its prorated share of the actual costs of the election, as permitted under § 1-7-116(2)(b), C.R.S., including the costs associated with the mailing of the TABOR notice package (if applicable). Such proration shall be made based upon a formula of active registered voters within each entity participating in the election. The prorated actual costs shall include those expenses permitted by state law including, but not limited to, the costs of temporary labor, part-time labor, overtime, postage, equipment delivery, extraordinary equipment rental, printing, legal publications, mailings, materials, voter service and polling center if applicable, election worker expenses, and other costs. There may be

additional factors, for example anticipated voter turnout, that may affect this cost estimate. A multi- page ballot is possible and will result in additional costs. Actual costs may include charges for extraordinary ballot question length if said length results in increased printing costs. Minimum election cost is $100.

For the 2025 election, it is estimated that costs to the Municipality will be approximately $2.00 per active registered voter in the Municipality. This is an estimate only.

Pursuant to C.R.S. § 1-7-118(2), costs associated with conducting an election using instant runoff voting will be additional, including but not limited to costs related to election setup licensing costs pursuant to section 1-5-603(2), programming, ballot design, additional voter information and education, and tabulation. It is estimated that the costs for conducting the election using instant runoff voting will be an additional $ 0.20 per active registered voter in the Municipality. This is an estimate only.

TABOR notice costs will be additional and will be billed for printing based on the number of pages utilized by the Municipality. TABOR notice costs will be based on the number of active registered voter households in the Municipality. There is a $100 TABOR notice cost for entities with 1,000 voters or less. The TABOR notice cost for entities with 2,000 voters or less is $500. Fees for Municipalities with more than 2,000 voters are based on proportional actual costs.
In the event the Municipality has a mandatory recount, the Municipality will be responsible and charged for the actual cost incurred by the Clerk and Recorder for conducting the recount.

In the event that there is an error in the ballot language certified to the Clerk and Recorder by the Municipality, and the Municipality requests that it be corrected, the Clerk and Recorder will make its best effort to correct the error on the ballot if time and circumstances allow. However, the Municipality will be responsible for the cost of correcting the error, including, but not limited to, all costs associated with reprinting the ballots.

The Clerk and Recorder shall submit to the Municipality an invoice for all expenses incurred under this Agreement, and the Municipality shall remit to the Clerk and Recorder the total payment within thirty (30) days of the receipt of such invoice. If the invoice is not paid in full within thirty (30) days, the balance due may be subject to a ten percent (10%) per annum interest rate from the date due until paid in full.

ARTICLE V: CANCELLATION OF THE ELECTION

In the event the election is canceled, notice of such cancellation shall be provided by the Municipality to the Clerk and Recorder. The Municipality shall reimburse the Clerk and Recorder for the actual expenses incurred in preparing for the election, and those expenses shall be paid by the Municipality to the Clerk and Recorder within thirty (30) days of the receipt of an invoice therefor. If cancellation occurs after the certification deadline, full election costs may be incurred. If the actual expenses are not paid in full within thirty (30) days, the balance due may be subject to a ten percent (10%) per annum interest rate from the date due until paid in full.

ARTICLE VI: DAMAGES

Subject to the provisions of the Colorado Governmental Immunity Act, each party assumes liability for losses, costs, demands or actions arising out of or related to any actions, errors or omissions of its officers, employees, or agents in fulfilling its responsibilities for the election or under this Agreement. Nothing contained in this Agreement shall constitute any waiver by either party of the provisions of the Colorado Governmental Immunity Act or any other immunity or defense provided by statute or common law.

ARTICLE VII: CONDUCT OF THE ELECTION

It is the intent of the Parties that the Clerk and Recorder shall conduct the election, and the Municipality shall timely supply the Clerk and Recorder with all information needed for that part of the election that is related to the Municipality.

ARTICLE VIII: MISCELLANEOUS

1. COUNTERPARTS AND ELECTRONIC SIGNATURES. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The facsimile, email or other electronically delivered signatures of the parties shall be deemed to constitute original signatures.

2. NOTICES. Any and all notices required to be given to the Parties by this Agreement are deemed to have been received and to be effective: a) three (3) days after the same shall have been mailed by certified mail, return receipt requested; b) immediately upon hand delivery; or c) immediately upon receipt of confirmation that a facsimile transmission thereof was received. All notices shall be addressed to the following Parties:

For the Clerk and Recorder:
Josh Zygielbaum
Adams County Clerk and Recorder
4430 S. Adams County Parkway Suite E3102
Brighton, Colorado 80601
Phone: (720) 523-6500
Facsimile: (720) 523-6266
E-mail: jzygielbaum@adcogov.org

Jennifer D. Stanley, Deputy County Attorney
Adams County Attorney's Office
4430 S. Adams County Parkway, Suite C5000B
Brighton, Colorado 80601
Phone: (720) 523-6116
Facsimile: (720) 523-6114
E-mail: jstanley@adcogov.org

For the Municipality:
Kadee Rodriguez
City of Aurora
15151 E. Alameda Parkway
Aurora, Colorado 80012

Phone: 303-730-7094
Email: kvrodrig@auroragov.org or Aurora.Elections@auroragov.org

3. INTEGRATION OF UNDERSTANDING. This Agreement contains the entire understanding of the Parties hereto and neither it, nor the rights and obligations hereunder, may be changed, modified, or waived except by an instrument in writing that is signed by all of the Parties.

4. SEVERABILITY. If any provision of this Agreement is determined to be unenforceable or invalid for any reason, the remainder of this Agreement shall remain in effect. No subsequent action by the Municipality shall impair the rights of the Clerk and Recorder, or the Municipality hereunder without the written consent of both Parties.

5. TIME OF ESSENCE. Time is of the essence under this Agreement. The statutory time frames or requirements of the Code, TABOR, and the Rules shall apply to the completion of any duties or tasks required under this Agreement.

IN WITNESS WHEREOF, the Parties have signed this Agreement to be effective as of the date first written above.

CLERK AND RECORDER
ADAMS COUNTY, COLORADO

_____ _____
Josh Zygielbaum Date

Approved as to form:

_____
Adams County Attorney's Office

CITY OF AURORA

FOR THE MUNICIPALITY:

_____ _____
Kadee Rodriguez Date
City Clerk

ATTEST:

_____ _____
Date

Approved as to form:

_____
Attorney for the Municipality

Exhibit A
Ballot Text Examples

Contests

"District" "Office"
"Term of Office"
"(Vote for #)"

"Candidate names in upper and lower case"

Ballot Questions

"District" Question "#"
"Ballot Title"
"Print ballot question in upper and lower case text."

Ballot Issue

"DISTRICT" BALLOT ISSUE "#"
"BALLOT TITLE"
"PRINT BALLOT ISSUE IN ALL UPPERCASE TEXT."

Exhibit B

Important Election Dates

2025 Election Activity Deadlines		
July 25, 2025	Municipality notifies Clerk of intent to participate	100 days before Election Day
July 31, 2025	Clerk provides Municipality with street locator file for review	96 days before Election Day
August 25, 2025	Municipality notifies Clerk of street locator file corrections	71 days before Election Day
August 26, 2025	Deadline for voter education campaign, if necessary	70 days before Election Day
August 26, 2025	Deadline for Municipality to sign IGA	70 days before Election Day
September 5, 2025	Municipality certifies street locator file	60 days before Election Day
September 5, 2025	Municipality files ballot content with Clerk	60 days before Election Day
September 5, 2025	Municipality provides audio recording of candidates' names to Clerk	60 days before Election Day
September 22, 2025	Municipality certifies TABOR content to Clerk, if applicable	43 days before Election Day
October 3, 2025	Clerk mails TABOR notice to voters, if applicable	30 days before Election Day
October 13, 2025	Clerk begins mailing ballots to all eligible voters, to be completed by October 17, 2025	22 days before Election Day
November 4, 2025	Municipality office must be available 7 a.m. - 7 p.m. to assist Clerk and voters, if necessary	Election Day
November 26, 2025	Clerk completes the canvass and certifies election results	22 days after Election Day

Exhibit C
TABOR Notice Example

[JURISDICTION NAME]
TO: ALL REGISTERED VOTERS
NOTICE OF ELECTION TO [XXXXXXXX XXXXX]

Election Date: Election Hours: Tuesday, November 4, 2025
7:00 AM – 7:00 PM

Local Election Office: Name of Municipality Designated Election Official
Municipality Name
Street Address, City, State Zip
Phone Number

Ballot title and text of Ballot Issue #:
[BALLOT ISSUE TEXT EXACTLY AS IT APPEARS ON BALLOT IN ALL CAPS]

Fiscal Information

Year	**Fiscal Year Spending**
20xx (Actual)	$ xxx,xxx,xxx
20xx (Actual)	$ xxx,xxx,xxx
20xx (Actual)	$ xxx,xxx,xxx
20xx (Actual	$ xxx,xxx,xxx
20xx (Estimated)	$ xxx,xxx,xxx

Overall percentage change in fiscal year spending
over the five-year period from 20xx to 20xx xxxxx%

Overall dollar change in fiscal year spending
over the five-year period from 2020 through 2024: $ xxx,xxx

[Additional sections/tables as needed]*

Please do not use underscore line or footnote for *
Type only the * and comment

Summary of Written Comments For Ballot Issue:
Limited to 500 words, or "No comments were filed by the constitutional deadline."

Summary of Written Comments Against Ballot Issue:
Limited to 500 words, or "No comments were filed by the constitutional deadline."

RESOLUTION NO._____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING THE INTERGOVERNMENTAL AGREEMENT BETWEEN ADAMS COUNTY AND THE CITY OF AURORA FOR THE COORDINATED ELECTION TO BE HELD NOVEMBER 4, 2025

WHEREAS, pursuant to the Uniform Election Code of 1992 (Articles 1 to 13 of Title 1, C.R.S.) governmental entities are encouraged to cooperate and consolidate elections to reduce taxpayer expenses; and

WHEREAS, the City of Aurora, Colorado (the "City"), and Adams County, Colorado (the "County"), wish to enter into an agreement setting forth the respective responsibilities of the City and the County regarding conducting and administering the November 4, 2025 coordinated general election; and

WHEREAS, the City Council of the City finds and determines that such agreement is in the best interests of the City and its citizens; and

WHEREAS, the City Council is authorized by City Charter Article 10-12, City Code Section 2-31, and Colorado Revised Statutes Section 29-1-203, to enter into intergovernmental agreements through adoption of a Resolution approving the same;

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

Section 1. The Intergovernmental Agreement presented with this Resolution and appended thereto by reference between the City of Aurora, Colorado, and Adams County, Colorado, for conducting and administering the coordinated general election to be held November 4, 2025, is hereby approved which approval shall include adopting Adams County’s designations of Voter Service and Polling Centers (VSPCs).

Section 2. The Mayor and City Clerk are hereby authorized to execute and deliver said Intergovernmental Agreement in substantially the form presented at this meeting, with such technical additions, deletions, and variations as the City Attorney may deem necessary or appropriate and not inconsistent with this Resolution.

Section 3. All Resolutions or parts of Resolutions of the City of Aurora, Colorado, in conflict herewith are hereby rescinded.

Section 4. This Resolution shall take effect immediately without reconsideration.

RESOLVED AND PASSED this___day of_____, 2025.

_____
MIKE COFFMAN, Mayor

ATTEST:

_____
KADEE RODRIGUEZ, City Clerk and Designated Election Official

APPROVED AS TO FORM:

PETER A. SCHULTE, CITY ATTORNEY

By: Andrea Wood MK
ANDREA WOOD, Assistant City Attorney

CITY OF AURORA
Council Agenda Commentary

Item Title: Intergovernmental Agreement (IGA) with Douglas County for the 2025 Coordinated Election (Resolution)
Item Initiator: Kadee Rodriguez, City Clerk
Staff Source/Legal Source: Kadee Rodriguez, City Clerk / Andrea Wood, Assistant City Attorney
Outside Speaker: N/A
Strategic Outcome: Well-Managed: High performing organization, committed to great customer service, innovation, continuous improvement, fiscal stewardship, and maintaining critical infrastructure.

COUNCIL MEETING DATES:

Study Session: 7/28/2025

Regular Meeting: 8/11/2025

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

Item requires a Public Hearing: ☐ Yes ☒ No

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

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

A waiver of reconsideration is being requested to meet the deadline set by state statute.
Kadee Rodriguez, City Clerk / Andrea Wood, Assistant City Attorney

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

☐ Approve Item and Move Forward to Study Session

☒ Approve Item and Move Forward to Regular Meeting

☐ Information Only

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

☐ Approve Item as Proposed at Policy Committee

☐ Approve Item as Proposed at Study Session

☐ Approve Item as Proposed at Regular Meeting

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: N/A

Policy Committee Date: N/A

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

☐ Recommends Approval ☐ Does Not Recommend Approval

☐ Forwarded Without Recommendation ☐ Minutes Not Available

☐ Minutes Attached

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

Aurora City Code Section 54-7 declares all regular municipal elections shall be held as part of coordinated elections conducted by the county clerk and recorders for Arapahoe, Adams and Douglas Counties.

Intergovernmental Agreements (IGA) are required by state law for coordinated elections. They outline certain practices and procedures to preserve the integrity of the election process. The IGA's for coordinated elections must be signed no less than 70 days prior to the scheduled election.

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

This Resolution and IGA authorizes the City of Aurora to coordinate with Douglas County to conduct a coordinated election. The IGA includes an allocation of responsibilities between the County and City for the preparation and conduct of the coordinated election. The deadline for the County and City to sign this IGA is August 26, 2025.

FISCAL IMPACT

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

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

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

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 estimated cost to coordinate with Dougals County is $20,000 ($1 per registered voter plus excess ballot column inches cost for ballot questions)

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 Intergovernmental Agreement with Douglas County for the 2025 Coordinated Election?

LEGAL COMMENTS

C.R.S. 1-7-116 sets forth that the county clerk and recorder shall be the coordinated election official and shall conduct the elections on behalf of the City, and requires that the City and the County enter into an agreement concerning the conduct of the coordinated election.

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

INTERGOVERNMENTAL AGREEMENT

DOUGLAS COUNTY CLERK AND RECORDER

&

CITY OF AURORA

REGARDING THE CONDUCT AND ADMINISTRATION OF:

NOVEMBER 4, 2025

COORDINATED ELECTION

SHERI DAVIS, DOUGLAS COUNTY CLERK AND RECORDER DOUGLAS COUNTY ELECTIONS
CASTLE ROCK, CO 80109
303-660-7444

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*REQUIRES (OR MAY REQUIRE) A SIGNATURE

INTENT TO COORDINATE

JURISDICTION: _____

Designated Election Official: _____

_____ Check here if your Jurisdiction WILL NOT participate in this election.

Please mail or email this page to Douglas County Elections, 125 Stephanie Place, Castle Rock, CO 80109, or Elections@douglas.co.us.

_____ Check here if your Jurisdiction WILL participate in this election.
Please complete the remainder of this packet and mail or email it to Douglas County Elections, 125 Stephanie Place, Castle Rock, CO 80109, or Elections@douglas.co.us.

Submitting a BALLOT ISSUE(s)? YES NO How many? _____

A ballot issue is a matter arising under Article X Section 20 of the Colorado Constitution as defined in sections 1-41-102 (4) and 1-41-103 (4). It is a **tax/TABOR issue.**

Submitting a BALLOT QUESTION(s)? YES NO How many? _____

A ballot question is a matter involving a citizen petition or referred measure other than a ballot issue. It is a **non-tax question.**

Submitting a CANDIDATE CONTEST(s)? YES NO How many? _____

PARTICIPATION AGREEMENT

This INTERGOVERNMENTAL AGREEMENT (“Agreement”) is between the Douglas County Board of County Commissioners on behalf of the Douglas County Clerk and Recorder (referred to as the "County") and the Jurisdiction (referred to as the “Jurisdiction"). The “County” and “Jurisdiction” are referred to collectively as the “Parties”.

Under the Uniform Election Code of 1992 (Articles 1-13 of Title 1, C.R.S.), governmental entities are encouraged to cooperate and consolidate elections to reduce taxpayer expenses.

If more than one political subdivision holds an election on the same day in November, and the eligible electors for each election are the same or the boundaries overlap, the County Clerk and Recorder is the Coordinated Election Official (referred to as the “CEO”) and conducts elections on behalf of political subdivisions utilizing the mail ballot procedures outlined in Article 7.5 of Title 1.

The Parties agree this election shall be conducted as a coordinated election following the Uniform Election Code of 1992 (Articles 1-13 of Title 1, C.R.S.), or any other Title of C.R.S. governing the participating Jurisdiction's election matters, as well as the Colorado Constitution, and the Colorado Secretary of State (SOS) Rules (referred to as the “Code”).

The Parties agree that section 1-7-116, C.R.S. applies, and it is in the best interest of taxpayers and electors to enter into this Agreement to conduct the coordinated election as authorized under Article XIV, Section 18 of the Colorado Constitution, and sections 1-7-116 and 29-1-203, C.R.S.

SECTION I.
DEFINITIONS AND JOINT RESPONSIBILITIES
(Information Only)

1.01 DEFINITIONS

A. **Coordinated Election Official** (CEO) is the Douglas County Clerk and Recorder, who acts as the Coordinated Election Official as defined within the Code.
B. **Contact Officer** is the person identified by the County to act as the primary liaison with the Jurisdiction. Under the authority of the CEO, the Contact Officer is responsible for the coordination of the election with the Jurisdiction and the procedures to be completed by the County.
C. **Canvass Board** is a group of representatives appointed by the major political parties before the election. The canvass is the audit function of the election and the process of reconciling the number of ballots counted to the number of voters who voted. The Canvass Board will meet no later than the 22nd day after the election to certify the abstract of votes cast.
D. **Designated Election Official** (DEO) is the person identified by the Jurisdiction to act as the primary liaison with the Contact Officer. The DEO is responsible for the election procedures that must be handled by the Jurisdiction as specified within the Code and this Agreement.
E. **Logic and Accuracy Test** (LAT): The county must conduct a Logic and Accuracy Test on its voting equipment at least 21 days before the election. Voting devices must be tested before they are used in an election. One registered elector from each major political party is required to serve on the Logic and Accuracy Testing Board.
F. **Risk Limiting Audit** (RLA): This audit provides strong statistical evidence that the election outcome is correct. The number of ballots required to conduct an RLA will vary based on the smallest margin of the contest selected by the Secretary of State and the risk limit. The smaller the margin, the more ballots to audit. The smaller the risk limit, the more ballots to audit. The Audit Board is appointed by the major political parties and must complete its report no later than 5:00 p.m. one business day before the canvass deadline. At least one member of each major political party's Canvass Board will serve as an observer of the audit.
G. **TABOR** (Taxpayer Bill of Rights) is a constitutional provision (Colo. Const. art. X, § 20) that requires voter approval for tax increases and the issuance of ballot issue notices before the election.

1.02 JOINT RESPONSIBILITIES

The Parties agree to the statutory and regulatory requirements for coordinated elections and ballot issue notices (TABOR) and will adhere to all applicable provisions of the Code that are necessary or appropriate to perform the duties required.

The Parties agree to their official responsibilities in the conduct of the election, including responsibilities under the Fair Campaign Practices Act and any local ordinances concerning fair campaign practices.

1.03 JURISDICTION

The Jurisdiction encompasses territory within Douglas County. This Agreement applies only to the portion of the Jurisdiction within Douglas County.

- If the Jurisdiction is entirely contained within Douglas County, the Contact Officer establishes the ballot number and order under 1-5-407(5), C.R.S.

- If the Jurisdiction is split among more than one county, the Contact Officer will coordinate with other counties to agree upon the ballot number and order per Colorado SOS Election Rule 4.2.

SECTION II.
COUNTY AND JURISDICTION RESPONSIBILITIES
(Information Only)

The County and the Jurisdiction will each perform their respective duties and/or functions as outlined in this Agreement:

2.01 COUNTY RESPONSIBILITIES:

A. Assist the Jurisdiction on any matter related to the election to ensure smooth and efficient operations by designating a Contact Officer to act as the primary liaison between the County and the Jurisdiction. This does not include providing legal advice.

B. Provide an Address Confirmation Form (Appendix A) accompanied by an Address Library Report and Jurisdiction Boundary Map that defines Jurisdictional boundaries using residential street ranges based on County Assessor records. The Address Library Report will include the address report from the Secretary of State voter registration system, which defines street addresses within the Jurisdiction.

C. Verify any Address Library Report errors, omissions, and/or corrections identified by the Jurisdiction against County Assessor data, and where appropriate, modify street ranges to accurately define the eligible electors within the Jurisdiction.

D. Contract for the mail ballot packets to be used in the election (ballot, voter instructions, and official return envelope) and remit payment directly to the vendor.

E. Provide ballot layouts compliant with the Code for proofreading and signature approval by the Jurisdiction before final ballot printing.

F. Mail the ballot packets as required by the Code.

G. Provide a certified list of the Jurisdiction's registered voters, as requested.

H. Conduct all associated tasks relating to election judges, including eligibility, placement, training, and oversight in the conduct of the election.

I. Conduct all functions of the Canvass Board to certify election results and provide the Jurisdiction with a copy of all election statements required under the Code.

J. Prepare and conduct the Logic and Accuracy Test.

K. Publish and post the required legal notices under 1-5-205(1), C.R.S.

L. Refer members of the public and press to the DEO regarding specific questions about the Jurisdiction's ballot measures or candidates.

M. Provide all necessary equipment, system programming, and personnel for ballot tabulation.

N. Conduct and oversee the process of counting ballots and reporting results.

O. Conduct a recount of the ballots cast if required by law, requested by the Jurisdiction, or requested by an interested party as allowed by the Code.

P. Prepare and conduct the Risk Limiting Audit before certifying election results.

Q. Provide the Jurisdiction with an invoice for all expenses incurred under this Agreement.

R. Archive and maintain all election records as required by the Code.

2.02 JURISDICTION RESPONSIBILITIES:

A. Identify a DEO who is responsible for the Jurisdiction's statutory and regulatory requirements in the conduct of the election.

B. Notify the Contact Officer if the Jurisdiction is shared by an additional county or counties.

C. Provide a copy of the Ordinance or Resolution stating that the Jurisdiction has adopted the exclusive use of the Code for the conduct of the election and that the Jurisdiction will participate in the coordinated election following the terms and conditions of this Agreement.

D. Confirm sufficient funds are available and appropriated in the Jurisdiction's approved budget to pay for election expenses. The Jurisdiction recognizes that the County cannot accurately predict the exact cost for the election, but agrees it will pay its calculated prorated share and has appropriated sufficient funds to do so.

E. Return this Intergovernmental Agreement with all required information and signatures completed on or before the seventieth (70) day before the election per the Code.

F. May appoint one representative to participate in the Canvass Board. If there is not a representative appointed, an employee of the Douglas County Clerk and Recorder will be appointed on the Jurisdiction's behalf by the Contact Officer.

G. May appoint one representative to participate in the Logic and Accuracy Test. If there is not a representative appointed, an employee of the Douglas County Clerk and Recorder will be appointed on the Jurisdiction's behalf by the Contact Officer.

H. May choose to appoint an observer for the Risk Limiting Audit. If there is not a representative appointed, an employee of the Douglas County Clerk and Recorder will be appointed on the Jurisdiction's behalf by the Contact Officer.

I. Certify Jurisdictional boundaries by completing and returning the Address Confirmation Form or the Jurisdiction Boundary Map (Appendix A).

J. Review all candidate petition information, if applicable, and verify the information against voter registration records, and where applicable, county assessor records per 1-4-908, C.R.S. After review, the DEO will notify the candidate of the number of valid signatures and whether the petition is sufficient or insufficient. Upon determining that the petition is sufficient, and after the time for protest has passed, the DEO will certify the candidate to the ballot and notify the Contact Officer.

K. The DEO will refer correspondence and calls relating to the election outside of the DEO's expertise to the Contact Officer for response.

L. Determine ballot measure titles and text. Certify candidates, the number of selections a voter should make (e.g., Vote for One), and whether there is a certified write-in candidate. Provide the list of ballot measures and candidate contests electronically to the Contact Officer in a plain text format, on or before the sixtieth (60) day before the election, no later than 5:00 p.m. (Appendix E and Appendix F).

The ballot content must be certified in the order in which it will appear on the ballot and must include specific instructions (e.g., Vote for One, etc.). The certified list of candidates and ballot measures will be final, and the Contact Officer is not responsible for making any changes after the certification, except those prescribed by statute. The use of all capital letters is reserved for tax (TABOR) issues only, per the Code.

Use APPENDIX E: BALLOT MEASURES FORM, APPENDIX F: CANDIDATE CONTESTS FORM, and APPENDIX H: BALLOT ISSUE NOTICE TEMPLATE to create and submit ballot content and ballot issue notices in the correct format.

M. At the time ballot content is certified to the County, the DEO or candidates will provide the phonetic pronunciation of each candidate's name for use on the ADA-accessible audio ballot. Record a voice message at (303) 663-6279 and include the candidate's name, jurisdiction, and title of office no later than sixty (60) days before the election.

N. Indicate whether ballot content is a referred measure or an initiative from a citizen petition. The Jurisdiction understands and agrees that any ballot content not submitted according to statutory deadlines may result in candidates, issues, or questions not being on the ballot for the coordinated election.

O. Proofread the layout and text of the Jurisdiction's portion of the official ballot, and if applicable, of the Ballot Issue Notices booklet (TABOR Book), and provide written confirmation (in electronic format) of acceptance before printing.

    a. **Approval or requested changes must be provided to the Contact Officer within four (4) hours of the Jurisdiction receiving ballot layout and text from the county and within two (2) hours of the Jurisdiction receiving the proof for any Ballot Issue Notices to be included in the TABOR Book.**

    b. This may require availability outside of normal business hours. Such acceptance is final, and no changes will be made after written notice (in electronic format) is given to the Contact Officer. Failure to respond by the deadline will be considered acceptance "as is". A penalty for delay or rework of the ballot or TABOR Book will result in an additional fee to the Jurisdiction for all associated costs to fix or correct Jurisdictional errors.

P. Perform the following tasks if Jurisdictional property owners are eligible to vote:

    a. Notify Contact Officer of the Title under which the political subdivision is formed, and specifically which property owners are eligible to vote in the election.

    b. Provide a certified list of eligible property owners, as determined by the Jurisdiction, who:
        i. Own property within the Jurisdiction, appear on the State of Colorado list of registered voters, and reside at an address that is not within the boundaries of Douglas County ("Out of County" property owners); or,

ii. Own property within the Jurisdiction, appear on the Douglas County list of registered voters, reside at an address that may not match the property address as shown on the County Assessor's list, but is within the boundaries of Douglas County ("In County" property owners).

c. Coordinate directly with the Douglas County Assessor's Office (303-660-7450) or visit their website to obtain the list of all recorded owners of taxable real and personal property at apps.douglas.co.us/assessor/advanced-search/.

d. Exclude non-person entities, property owners not living in the state of Colorado, property owners not registered to vote, and property owners who reside in the district and will already receive a mail ballot.

e. Submit the list as a clearly named Microsoft Excel electronic file. The spreadsheet must include only one (1) eligible elector's name per line. Each line must consist of the following separated fields: Last name, first name, middle name, mailing address, city, state, zip, parcel number, phone number (if available), and voter identification number.

Q. Publish and post any required legal notices for the Jurisdiction's ballot content (other than the notice required by 1-5-205(1), C.R.S., which Douglas County will publish), and email a copy of the published legal notice to the Douglas County Recording Office at recording@douglas.co.us, to provide an official record.

R. Provide phone support on Election Day from 7:00 am – 7:00 pm. A designated phone support contact person for the Jurisdiction must be provided upon execution of this Agreement. Emergency contact information must also be provided for this purpose.

S. Notify the Contact Officer within 24 hours of the completion of the final ballot tabulation whether a recount is required or desired. The Jurisdiction will reimburse the County for the full cost of the recount. If other Jurisdictions are included in the recount, the cost will be prorated among the participating Jurisdictions per 1-10.5-101, C.R.S., and SOS Rule 10.9.5.

T. Within thirty (30) days from the date of receipt of a recount invoice, the Jurisdiction must remit total payment to the County.

U. Pay any additional or unique election costs resulting from Jurisdiction delays, mistakes, recounts, and/or special preparations or cancellations relating to the Jurisdiction's participation in the coordinated election. Charges are $1.00 per registered voter (with a minimum charge of $1,000) not including publication cost, excess ballot column inches

cost ($2,000 for exceeding five (5) column inches), special text formatting cost for italics, underlining, bullet points, numbering, tables, strike-through text, or indentations ($500 if applicable), the use of all capital letters for non-TABOR issues per the Code, or TABOR Notice costs with a (minimum charge of $500).

Illustrative Pro-Rated Costs Table if costs of TABOR Notice were $3,744.57 and other public notices were $66.58.

Registered Voters	Eligible Property Owners	TABOR Households	Content Length Over 5 Inches	Basic Coordination Charge	TABOR Notice Charge (min. $500)	Excess Content Length Charge	Public Notice Charge	Special Formatting Charge	Total Charges
302858	0	134985	10.75	$302,858.00	$14,351.52	$21,500.00	$4.88	$ -	$338,714.40
79	63	42	4.00	$1,000.00	$ 500.00	$8,000.00	$4.88	$ -	$9,504.88
46097	0	0	14.75	$46,097.00	$0	$29,500.00	$4.88	$500.00	$75,601.88
140	0	60	8.75	$1,000.00	$500.00	$17,500.00	$4.88	$ -	$19,004.88
253	106	120	0.50	$1,000.00	$500.00	$1,000.00	$4.88	$ -	$2,504.88

SECTION III.
CANCELLATION OF ELECTION
(Information Only)

3.01 CANCELLATION OF ELECTION BY THE JURISDICTION

In the event the Jurisdiction resolves to cancel the election, notice must be provided to the Contact Officer immediately. The Jurisdiction is responsible for the full cost of election activities incurred both before and after the Contact Officer receives notice of cancellation. The Jurisdiction must provide and publish the cancellation notice per the Code. If the Jurisdiction resolves to cancel the election after the deadline for the DEO to certify ballot order and content to the Contact Officer, the text provided by the Jurisdiction cannot be removed from the ballot and/or the TABOR Book.

SECTION IV.
MISCELLANEOUS

4.01 NOTICES

Notices required under this Agreement are deemed received and effective: (1) three days after they have been mailed by certified mail, return receipt requested; (2) immediately upon hand delivery; 3) or upon email receipt, to the address of the Parties as indicated here:

To County:
Sheri Davis
Douglas County Clerk and Recorder
Elections Division
125 Stephanie Place
Castle Rock, Colorado 80109

Email: Elections@Douglas.co.us

To Jurisdiction:

Kadee Rodriguez, City Clerk Designated
Election Official
15151 E Alameda Pkwy
Aurora, Colorado 80012
Email: kvrodrig@auroragov.org Phone:
303-739-7094

4.02 TERM OF AGREEMENT

The term of this Agreement shall continue until all statutory requirements concerning the conduct of the coordinated election are fulfilled.

4.03 AMENDMENT

This Agreement may be amended only in writing and following the same formality as the execution of the initial Agreement.

4.04 INTEGRATION

The Parties acknowledge that this Agreement constitutes the sole Agreement between them relating to the coordinated election and does not include any oral statements made by the Parties' employees, agents, or officers.

4.05 CONFLICT OF AGREEMENT WITH LAW, IMPAIRMENT

If any provision in this Agreement conflicts with the Code or other statute, this Agreement will be modified to conform to such law. No resolution of either party to this Agreement can impair the rights of the CEO or the Jurisdiction without the consent of the other party.

4.06 TIME OF ESSENCE

Time is of the essence for this Agreement. The time requirements for the completion of the tasks in this Agreement are determined by the Code. Failure to comply with the terms and deadlines outlined in this Agreement or the Code may result in consequences up to and including termination of this Agreement.

4.07 GOOD FAITH

The Parties implement this Agreement in good faith and will act in good faith in all matters that require joint or general action.

4.08 NO WAIVER OF GOVERNMENTAL IMMUNITY ACT

The Parties understand and agree that they, their commissioners, officials, officers, directors, agents, and employees, are relying on and do not waive or intend to waive by any provisions of this Agreement, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act (CGIA) Sections 24-10-101 - 120, C.R.S., or otherwise available to the County or the Jurisdiction. To the extent the CGIA imposes varying obligations or contains different waivers for cities and counties, both the Jurisdiction and the County agree that they will remain liable for their independent obligations under the CGIA, and neither party shall be the agent of the other or liable for the obligations of the other.

4.09 NO THIRD-PARTY BENEFICIARIES

The enforcement of the terms and conditions of this Agreement and all rights of action relating to its enforcement are strictly reserved for the County and the Jurisdiction. Nothing contained in this Agreement allows a claim or right of action by anyone other than the Parties.

SIGNATURE PAGE

The execution of this Agreement between the Parties is effective on the latest date noted below. **Sign and date here:**

COORDINATED ELECTION OFFICIAL:

_____ _____

Douglas County Clerk and Recorder Date

THE BOARD OF COMMISSIONERS OF THE COUNTY OF DOUGLAS, COLORADO:
(Board signature required if coordination cost will exceed $25,000)

_____ _____

Douglas County Board of County Commissioners Chairperson Date

_____

Attest – Clerk to the Board

APPROVED AS TO FISCAL CONTENT:

_____

Douglas County Director of Finance

APPROVED AS TO LEGAL FORM:

_____

Douglas County Attorney

JURISDICTION SIGNATURES:

By: _____ Date: _____

Title: _____

By: _____ Date: _____

Title: _____

Attest (Name/Title): _____

APPENDIX A: ADDRESS CONFIRMATION FORM

JURISDICTION NAME: _____

The address ranges identified in the **Address Library Report** provided with this Agreement represent all current addresses within the Jurisdiction according to the Douglas County Elections Voter Registration System address report. Douglas County Elections only maintains residential addresses, not business or commercial addresses.

Review the **Address Library Report** to confirm the address ranges are accurate and include all residential addresses within your Jurisdiction. These addresses will be used to identify eligible electors within the Jurisdiction. It is the Jurisdiction's responsibility to know all current addresses within its boundaries.

If there is an error in the **Address Library Report**, please note it in the table below and sign this form. If there are no errors, omissions, and/or corrections, it is still essential to sign, date, and return this form to Douglas County Elections.

Section 1

Enter information in the table, if applicable. If more space is needed, please create a separate document.

Street Name	Dir.	Street Type	Low/High Range	Odd/ Even	Zip Code	Notes
Example: Main	E	St.	101/603	Even	80104	

Section 2

Enter all counties the Jurisdiction includes:

County Name(s):

_____

_____

_____

_____

If the Jurisdiction does not include more than one county, write N/A here: _____

FOR PROPOSED DISTRICTS: Provide a certified legal description, map, and street listing (including street ranges).

Please indicate if any of the above information is being submitted to Douglas County Elections electronically. ELECTRONIC FILE(S) SENT ON: _____

(Enter Date Here)

PROVIDE SIGNATURE

I have reviewed the Jurisdiction's **Address Library Report** provided by Douglas County Elections and certify it to be a true and accurate description of the address ranges defining boundaries of the Jurisdiction, except for any discrepancies that are noted on this form.

_____ _____

Signature Date

ANNEXATIONS, INCLUSIONS, EXCLUSIONS

This form may be used in conjunction with the provided **Jurisdiction Boundary Map** in place of reviewing and verifying the provided Address Library Report.

JURISDICTION NAME: _____

To ensure Douglas County Elections has the most current information, please complete either Section 1 or Section 2 below regarding any Annexations, Inclusions, and Exclusions for your Jurisdiction.

Section 1

Since January 1 of the current year, the Jurisdiction has approved (check all that apply):
_____ Annexations
_____ Inclusions
_____ Exclusions

All supporting documents on the applicable Annexation(s), Inclusion(s), or Exclusion(s) are attached to this form and should be used by Douglas County Elections to update address information for the Jurisdiction.

By signing below, I acknowledge and certify that the information is true and accurate.

_____ _____
Signature Date

Section 2

I acknowledge and certify the Jurisdiction has not approved any Annexation(s), Inclusion(s), or Exclusion(s) since January 1 of the current year.

By signing below, I acknowledge and certify that the information is true and accurate.

_____ _____
Signature Date

APPENDIX B: CONTACT INFORMATION FORM

Please enter your Jurisdiction's information.

Jurisdiction: City of Aurora

Designated Election Official: Kadee Rodriguez
Name

15151 E. Alameda Parkway
Mailing Address

Aurora, Colorado 80012
City, State, Zip

kvrodrig@auroragov.org / Aurora.Elections@auroragov.org
Email

303-739-7094
Phone

Represented by:

Attorney / Law Firm

Mailing Address

City, State, Zip

Email

Phone

Per this Agreement, please indicate the Jurisdiction representative(s) who will participate in the following activities:

REQUIRED PARTICIPATION

Election Day phone support for citizen inquiries
November 4, 2025, 7:00 a.m. – 7:00 p.m.

Name: _____

Phone: 303-739-7094 _____

Email: Aurora.Elections@auroragov.org _____

OPTIONAL PARTICIPATION

If a representative is not designated for these optional activities, the Douglas County Elections office will designate a staff member to serve on behalf of the Jurisdiction.

Logic and Accuracy Test (LAT)
(Enter date, time, location, info)

Name: _____

Phone: _____

Email: _____

Risk Limiting Audit (RLA)
(Enter date, time, location, info) Additional days may be needed.

Name: _____

Phone: _____

Email: _____

Canvass Board and Final Certification of Election
(Enter date, time, location, info)

Name: _____

Phone: _____

Email: _____

Douglas County Contact Information

(Information Only)

- Douglas County Coordinated Election Official:
  Sheri Davis, Clerk and Recorder
  301 Wilcox Street, Castle Rock, CO 80104
  clerk@douglas.co.us
  303-663-7364

- Douglas County Contact Officer
  Jack Twite Jr.
  125 Stephanie Place, Castle Rock, CO 80109
  jtwite@douglas.co.us
  303-814-7618

- Douglas County Deputy Director of Elections
  Jack Twite Jr.
  125 Stephanie Place, Castle Rock, CO 80109
  jtwite@douglas.co.us
  303-814-7618

- Douglas County Senior Assistant Attorney
  Chris Pratt
  100 Third Street, Castle Rock, CO 80104
  cpratt@douglas.co.us
  303-660-7321

APPENDIX C: IMPORTANT DATES

(Information Only)

EVENT	DATE
Last day to provide in writing to the County Clerk & Recorder Notice of Intent to coordinate for the 2025 Coordinated Election (-100 days)	July 25
Last day to return signed IGA to the Contact Officer (-70 days)	August 26
Last day to return completed Address Confirmation Form (Appendix A) or Boundary Map to ensure accurate voter information (-70 days)	August 26
Last day to submit certified ballot order and content to the Contact Officer (-60 days)	September 5
Last day for Secretary of State to certify state ballot order and content to county clerk (-57 days)	September 8
Last day to mail ballots to Uniformed and Overseas electors (UOCAVA) (-45 days)	September 20
Last day to submit Ballot Issue Notice (TABOR) Language and summarized Pro/Con & Fiscal Impact Statements to Contact Officer (-43 days)	September 22
Logic and Accuracy Test (LAT)	September 26
Logic and Accuracy Test (LAT) – Alternate Date	September 29
Ballots mailed to voters (-22 days)	October 10
Ballot Drop Boxes open (-15 days minimum)	October 10
Last day voter can request our office mail a ballot (-8 days)	October 27
Voter Service and Polling Centers (VSPCs) open (-15 days)	October 27
ELECTION DAY	November 4, 7 AM – 7 PM
Risk Limiting Audit (RLA)	November 18 (Additional days may be needed)
Canvass Board and Final Certification of Election	November 21
Canvass Board and Final Certification of Election – Alternate date	November 24
Final Certification of Election deadline	November 26

APPENDIX D: IGA CHECKLIST

Use this checklist to track and complete all items as outlined in this Agreement. Dates reflect the Douglas County Elections timeline based on statutory requirements and deadlines.

✓	DATE	EVENT
	July 25	Provide in writing to the County Clerk and Recorder notice of intent to coordinate.
	Month of August	Receive and review the Agreement and accompanying documents from the Contact Officer, including important District addressing verification.
	August 26	• Complete and return all required documents of the Agreement via mail or email to the Contact Officer, jtwite@douglas.co.us. • Provide a copy of the Ordinance or Resolution outlining intent to participate in the coordinated election. • Provide a statement to confirm sufficient funds to pay for election expenses are available and appropriated in the Jurisdiction's approved budget. • For PROPOSED DISTRICTS: Provide a certified legal description, map, and street listing (including street ranges).
	September 5	• Provide certified ballot content and order to the Contact Officer. C.R.S 1-5-203(3). Refer to Section 2.02 (L) of the IGA for specific requirements. USE TEMPLATES PROVIDED IN APPENDIX H AND I. • As applicable, provide phonetic pronunciation of each candidate's name via voicemail. Refer to Section 2.02 (M) of the IGA for instructions. • Proofread ballot layout and text for Jurisdiction's portion of the official ballot and provide written acceptance of content or written notice of necessary changes. Refer to Section 2.02 (O) of the IGA for instructions.
	September 22	Provide Contact Officer with full text of any required ballot issue notices (TABOR) and all summarized pro/con statements. USE TEMPLATE PROVIDED IN APPENDIX G.

	October 1	For elections where property owners are eligible electors: Provide all applicable eligible property owner list(s). Refer to Section 2.02 (P) of the agreement and APPENDIX A for instructions and requirements.
	October 10	For elections where property owners are eligible electors: Provide a supplemental list of applicable eligible property owner(s) for eligible voters not submitted in the original list from October 1. Refer to Section 2.02 (P) of the agreement and APPENDIX A for instructions and requirements.
	November 4, 2025	ELECTION DAY Jurisdiction phone support is required during voting hours from 7:00 a.m.-7:00 p.m. to provide information as needed to the Douglas County Elections office, public, or media.
	Post-Election Day	• Notify Contact Officer within 24 hours of completion of final ballot tabulation if a recount is required. • Remit payment within 30 days of receipt of billing invoice.

Appendix E: BALLOT MEASURES FORM

*Please use this form to provide the required information for **each** Ballot Measure submitted.*

1. **Name of coordinating entity:** _____

2. **Ballot measure type:** ☐ **Ballot Issue (Tax/TABOR)** ☐ **Ballot Question (Non-Tax/TABOR)**

3. **Subject matter summary for contest heading (optional)**

   _____

4. **Ballot measure text:** Enter the ballot measure's text in the form of a question, exactly as it should be printed on the ballot. Please note:

   - **Ballot Issues (tax) under TABOR must be certified in ALL UPPERCASE LETTERS**
   - **Ballot Questions not arising under TABOR must be certified in sentence case (upper and lower case letters)**
   - **Include standard measure responses with the ballot measure text (YES/FOR NO/AGAINST)**

Appendix F: CANDIDATE CONTEST FORM

*Please use this form to provide the required information for **each** of your candidate contests.*

1. **Name of coordinating entity:** _____

2. **Name of elected office or position:** _____

3. **Representation type:** Under the applicable election laws of the coordinating entity, state whether candidates for this office are elected at large by all electors of the coordinating entity, or by district. **Check one:**

   ☐ Candidates for this office are elected at-large ☐ Candidates for this office are elected by district

4. **Contest title:** Please enter the office or position title, district (if needed), term length, and the number of elected positions to be filled for this office using the following format and example:

Format:	**Example:**
Office Title – District	Councilmember – District 2
Term Length (Vote for Number)	Four-Year Term (Vote for One)

   Title: _____

   Term Length: _____

5. **Named candidates:** State the names of all candidates for this office, exactly as they should be printed on the ballot, and in the exact order they should be printed on the ballot.

   - Add additional lines if necessary
   - Candidate names must be in proper case
   - Candidate names may not include any title or degree designating the business or profession of the candidates
   - A candidate's name may include one nickname, if the candidate regularly uses the nickname, and the nickname does not include any part of a political party name

   1. _____
   2. _____
   3. _____
   4. _____
   5. _____
   6. _____

6. **Write-in candidates:** State whether this race will have write-in candidates. ☐ **Yes** ☐ **No**

   If your answer to Question 6 is Yes, also state:

   a. The number of separate write-in lines that should be printed on the ballot. _____
   (The number of write-in lines should equal the number of elected positions to be filled.)

   b. Under the ballot access laws and rules that apply to the coordinating entity, is there any possibility that an eligible elector may file papers with the DEO to qualify as a write-in candidate ***after*** the DEO certifies ballot content to the County Clerk?

      ☐ **Yes** ☐ **No**

   c. State the names of the eligible write-in candidates for this race:

      1. _____
      2. _____
      3. _____
      4. _____

APPENDIX G: BALLOT ISSUE NOTICE AGREEMENT (TABOR BOOK)

The Ballot Issue Notices booklet (TABOR Book) is the publication required by the Colorado State Constitution, Article X, Section 20, for ballot issues that call for increases in the tax rate or government debt. The County must mail the Ballot Issue Notice booklet to electors.

THE COUNTY WILL PERFORM THE FOLLOWING TASKS FOR THE BALLOT ISSUE NOTICES BOOKLET (TABOR BOOK):

A. Determine the most cost-effective method for mailing ballot issue notices and the portion of the cost the Jurisdiction is responsible for.
B. Determine the ballot issue numbers.
C. Place the ballot issue notices received from Jurisdictions participating in the election in the proper order in the Ballot Issue Notices booklet.
D. Mail a Ballot Issue Notices booklet to each address that includes registered electors as required by law.
E. Refer calls concerning the substance of the ballot issues or the operations of the Jurisdiction to the DEO for the Jurisdiction.

THE JURISDICTION WILL PERFORM THE FOLLOWING TASKS FOR THE BALLOT ISSUE NOTICES BOOKLET (TABOR BOOK):

A. Complete circulation, approval, review, and all other activities as required by the Code to produce the Jurisdiction's ballot issue notice. The DEO will interact with any Jurisdiction petition representatives to ensure that the Contact Officer receives the summary of written comments for and against the ballot issue within the time required by the Code.
B. Determine the ballot title and text within the restrictions as outlined by the County in this Agreement.
C. Include, within its ballot issue notice, the ballot title in this format: "NOTICE OF ELECTION TO INCREASE TAXES/TO INCREASE DEBT/ON A CITIZEN PETITION/ON A REFERRED MEASURE." See template provided in APPENDIX H.
D. **Prepare the text of the ballot issue notice using the template provided in APPENDIX H.** The ballot issue notice must include any Jurisdiction voter-approved additions, and:
    a. The election date and hours, and the local Jurisdiction contact name, office address, and telephone number
    b. Ballot title and text
    c. Required fiscal information
E. Accept and summarize the filed comments in favor of and in opposition to the ballot issue received from eligible electors of the Jurisdiction and the public, as required for use in the ballot issue notice.
F. Provide the certified content of the Jurisdiction's completed ballot issue notice to the Contact Officer as a plain text file via email.
G. Proofread the layout and the text that the Contact Office provides of the Jurisdiction's portion of the official Ballot Issue Notices booklet and provide written notice (electronic format) of acceptance before the printing of the ballots. **Approval or requested changes must be received**

within four (4) business hours after the Douglas County Elections Contact Officer emails the draft to the jurisdiction. This may require availability outside of normal business hours, and no changes will be made after acceptance is given to the Contact Officer. If the deadline is not met, the Contact Officer will consider the proof final "as is".

a. A penalty for delay or rework of the ballot or ballot issue notices booklet will result in an additional fee to the Jurisdiction for all associated correction costs. The ballot issue notice may not be changed by the Jurisdiction without written approval from the Contact Officer and can be requested no later than the 42nd day before the election.

H. Resolve, at the Jurisdiction's expense, any and all challenges pertaining to ballot issue notices certified to the County.

Jurisdiction Signature

By: _____ Date: _____

County Signature

By: _____ Date: _____

Appendix H: BALLOT ISSUE NOTICE TEMPLATE (TABOR BOOK)

Please use this template and replace the highlighted fields with your Ballot Issue Notice information.

TO: ALL REGISTERED VOTERS
NOTICE OF ELECTION TO INCREASE TAXES/TO INCREASE A DEBT *(choose one or both options)*
ON A CITIZEN PETITION/ON A REFERRED MEASURE *(choose one option)*

ENTER YOUR JURISDICTION NAME HERE

Election Date: November 4, 2025

Election Hours: 7:00 A.M. – 7:00 P.M.

Designated Election Official Address and Telephone Number:
Enter your DEO contact person
Enter your DEO office address
Enter your DEO office telephone number

Ballot Issue Title and Text: *(see Article X, Section 20, of the Colorado Constitution for legal guidance)*
Enter your ballot issue title
Enter your ballot issue text – TEXT MUST BE WRITTEN IN ALL CAPS

Fiscal Information:

Fiscal Year	Fiscal Year Spending
2024 (Actual)	$ Enter dollar amount
2025 (Actual)	$ Enter dollar amount
2026 (Estimated)	$ Enter dollar amount

Overall Percentage Change in Fiscal Year Spending	Enter percent change %
Overall Dollar Change in Fiscal Year Spending	$ Enter dollar amount

Estimated first full fiscal year maximum dollar amount of increase	$ Enter dollar amount
Estimated first full fiscal year spending without the increase	$ Enter dollar amount

Summary of Written Comments FOR (enter issue title):
See C.R.S. 1-7-903 for guidance
- OR –
Enter: No comments were filed by the constitution deadline

Summary of Written Comments AGAINST (enter issue title):
See C.R.S. 1-7-903 for guidance
- OR –
Enter: No comments were filed by the constitution deadline

APPENDIX I: BALLOT ISSUE NOTICE PROOF ACCEPTANCE FORM (TABOR BOOK)

The Douglas County Elections Contact Officer will send the Jurisdiction a proof for any submitted Ballot Issue Notice(s) that the Jurisdiction must review and approve for inclusion in the Ballot Issue Notices booklet (TABOR Book) as required under Colorado law.

THE JURISDICTION MUST THOROUGHLY REVIEW ALL INFORMATION ON THE PROOF AND EITHER APPROVE IT OR PROVIDE ANY NECESSARY CORRECTIONS WITHIN FOUR (4) BUSINESS HOURS AFTER THE CONTACT OFFICER EMAILS THE PROOF.

This short approval window is necessary to comply with statutory election deadlines in Colorado. Douglas County Elections cannot begin printing the official Ballot Issue Notices booklet (TABOR Book) until this completed form is received from each applicable Jurisdiction.

The Douglas County Elections Contact Officer will confirm receipt of this Approval Form when it is received.

_____ BALLOT ISSUE NOTICE(S) APPROVED

_____ BALLOT ISSUE NOTICE(S) APPROVED *WITH REVISIONS NOTED*

JURISDICTION: _____

DEO NAME: _____

DEO SIGNATURE: _____

DATE: _____ TIME: _____

RESOLUTION NO._____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING THE INTERGOVERNMENTAL AGREEMENT BETWEEN DOUGLAS COUNTY AND THE CITY OF AURORA FOR THE COORDINATED ELECTION TO BE HELD NOVEMBER 4, 2025

WHEREAS, pursuant to the Uniform Election Code of 1992 (Articles 1 to 13 of Title 1, C.R.S.) governmental entities are encouraged to cooperate and consolidate elections to reduce taxpayer expenses; and

WHEREAS, the City of Aurora, Colorado (the "City"), and Douglas County, Colorado (the "County"), wish to enter into an agreement setting forth the respective responsibilities of the City and the County regarding conducting and administering the November 4, 2025 coordinated general election; and

WHEREAS, the City Council of the City finds and determines that such agreement is in the best interests of the City and its citizens; and

WHEREAS, the City Council is authorized by City Charter Article 10-12, City Code Section 2-31, and Colorado Revised Statutes Section 29-1-203, to enter into intergovernmental agreements through adoption of a Resolution approving the same;

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

Section 1. The Intergovernmental Agreement presented with this Resolution and appended thereto by reference between the City of Aurora, Colorado, and Douglas County, Colorado, for conducting and administering the coordinated general election to be held November 4, 2025, is hereby approved which approval shall include adopting Douglas County’s designations of Voter Service and Polling Centers (VSPCs).

Section 2. The Mayor and City Clerk are hereby authorized to execute and deliver said Intergovernmental Agreement in substantially the form presented at this meeting, with such technical additions, deletions, and variations as the City Attorney may deem necessary or appropriate and not inconsistent with this Resolution.

Section 3. All Resolutions or parts of Resolutions of the City of Aurora, Colorado, in conflict herewith are hereby rescinded.

Section 4. This Resolution shall take effect immediately without reconsideration.

RESOLVED AND PASSED this___day of_____, 2025.

_____
MIKE COFFMAN, Mayor

ATTEST:

_____
KADEE RODRIGUEZ, City Clerk and Designated Election Official

APPROVED AS TO FORM:

PETER A. SCHULTE, CITY ATTORNEY

By: Andrea Wood
ANDREA WOOD, Assistant City Attorney

CITY OF AURORA
Council Agenda Commentary

Item Title: Intergovernmental Agreement (IGA) with Colorado Department of Transportation (CDOT) for Fuels Impact Reduction Grant (Resolution)
Item Initiator: Carlie Campuzano, Deputy Director of Transportation and Mobility, Public Works
Staff Source/Legal Source: Carlie Campuzano, Deputy Director of Transportation and Mobility, Public Works / Michelle Gardner, 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: 7/28/2025

Regular Meeting: 8/11/2025

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

Item requires a Public Hearing: ☐ Yes ☒ No

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

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

Carlie Campuzano, Deputy Director of Transportation and Mobility, Public Works / Michelle Gardner, Senior Assistant City Attorney

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

☐ Approve Item and Move Forward to Study Session

☒ Approve Item and Move Forward to Regular Meeting

☐ Information Only

☐ Approve Item as Proposed at Policy Committee

☐ Approve Item as Proposed at Study Session

☐ Approve Item as Proposed at Regular Meeting

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

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Transportation, Airports & Public Works

Policy Committee Date: 6/12/2025

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

☒ Recommends Approval ☐ Does Not Recommend Approval

☐ Forwarded Without Recommendation ☒ Minutes Not Available

☐ Minutes Attached

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

On June 12, 2025, the TAPS policy committee approved this item to move forward to Study Session.

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

Certain Colorado communities serve as the distribution points for almost all of the fuel transported in the State. Licensed fuel distributors rely on the hazardous mitigation corridor infrastructure in these communities to support the economic functions of the State. Increasing requirements on fuel composition and blends will cause the infrastructure in these communities to be relied upon even more.

The Fuels Impact Reduction Grant Program (the "Grant Program") was created by the State of Colorado to provide grants to certain critically impacted communities, governments, and transportation corridors, for the improvement of their hazardous mitigation corridor infrastructure and to support local and state government projects related to emergency responses, environmental mitigation, or projects related to the transportation of fuel within the State. The Fuels Impact Enterprise (the "Enterprise") was created, in part, to administer the Grant Program. As part of the Grant Program, the Enterprise distributes $10,000,000.00 annually from the Fuels Impact Enterprise Cash Fund (the "Fund") to political subdivisions for the improvement of hazardous mitigation corridors in the State.

The distribution amounts are directly correlated to the percentage of fuel distribution that originates in each jurisdiction. Since 20% of the State's fuel is distributed from the City of Aurora, Aurora will receive $2,000,000 annually from the Fund for 2025-2029, for a total amount of $10,000,000 over a five (5) year period.

The Grant Funds must be used for the improvement of hazardous mitigation corridors such as Smith Road, Tower Road, Airport Boulevard, and Chambers Road, in Aurora's jurisdiction; prioritizing uses related to safety and environmental impacts.

As a Fund recipient, Aurora staff will establish a spending plan for funds, and ensure that the funds are encumbered or prioritized by January 2030.

FISCAL IMPACT

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

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

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

This grant provides the City with $2M/year for 5-years.

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

N/A

NON-BUDGETED EXPENDITURE IMPACT

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

N/A

WORKLOAD IMPACT

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

N/A

QUESTIONS FOR COUNCIL

Does the City Council support moving forward the resolution for the Intergovernmental Agreement between the City of Aurora and the Colorado Department of Transportation for the Fuels Impact Reduction Grant Program to the next available Regular Meeting?

LEGAL COMMENTS

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

Study Session

July 28, 2025

- Carlie Campuzano

IGA between the City of Aurora and CDOT for the Fuel Impact Reduction Grant

Fuels Impact Reduction Grant Details

- Grant is administered through the State of Colorado
- The purpose of the funding is to improve hazardous mitigation corridors in the recipient's jurisdiction
- Projects include transportation infrastructure improvements

Vicinity Map



Funding Details

- The state distributes $10M annually from an enterprise they created as part of the grant program
- 20% of the state's fuel is distributed from the City of Aurora, so Aurora will receive 20% of the revenue
- Aurora will receive $2M/year for 5-years ($10M total)



Eligible Areas

- Corridors near the fuel facility at Smith & Chambers are eligible
  - Hazardous mitigation corridors include Smith Road, Tower Road, Airport Boulevard, and Chambers Road
- Staff will work with CDOT to establish a spending plan for the funds
- Funds must be prioritized or encumbered by January 2030

Question for the Committee

- Does City Council support moving forward the Resolution for the Intergovernmental Agreement between the City of Aurora and the Colorado Department of Transportation for Fuels Impact Reduction Grant Program to the next available Regular Meeting?



Questions?



STATE OF COLORADO GRANT AGREEMENT

COVER PAGE

State Agency
Department of Transportation

Grantee
City of Aurora

Grant Maximum Amount

State Fiscal Year Funds 2025	$2,000,000.00
Total for all State Fiscal Years	$2,000,000.00

Agreement Number/PO Number
25-000-ZL-00193/491003900

Agreement Performance Beginning Date
The Effective Date

Initial Agreement Expiration Date
December 31, 2029

Fund Expenditure End Date
December 31, 2029

Agreement Authority
Authority to enter into this Agreement exists in §§43-1-106, 43-1-110, 43-1-117, 43-2-101(4)(c), 43-4-811(2), 43-4-1506, C.R.S; and Senate Bill 23-280.

Agreement Purpose
The purpose of this Agreement is for Grantee to improve hazardous mitigation corridors in Grantee's jurisdiction in accordance with the State of Colorado Fuels Impact Reduction Grant Program.

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

1. Exhibit A, Statement of Work and Budget.
2. Exhibit B, Sample Option Letter.
3. Exhibit C, Title VI-Civil Rights.

In the event of a conflict or inconsistency between this Agreement and any Exhibit or attachment, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:

1. Exhibit C, Title VI-Civil Rights.
2. Colorado Special Provisions in **§17** of the main body of this Agreement.
3. The provisions of the other sections of the main body of this Agreement.
4. Exhibit A, Statement of Work and Budget.
5. Executed Option Letters (if any).

Principal Representatives

For the State:
Craig Hurst
Department of Transportation
2829 W. Howard Place
Denver, CO 80204
craig.hurst@state.co.us

For Grantee:
Jason Batchelor
City of Aurora
15151 E. Alameda Parkway
Aurora, CO 80012
jbatchel@auroragov.org

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SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT

Each person signing this Agreement represents and warrants that the signer is duly authorized to execute this Agreement and to bind the Party authorizing such signature.

GRANTEE City of Aurora By:_____ Michelle Gardner, Senior Assistant City Attorney Date: _____	**GRANTEE** City of Aurora By:_____ Kadee Rodriquez, City Clerk Date: _____
GRANTEE City of Aurora By:_____ Mike Coffman, Mayor Date: _____	**STATE OF COLORADO** Jared S. Polis, Governor Department of Transportation Shoshana M. Lew, Executive Director By:_____ Keith Stefanik, P.E., Chief Engineer Date: _____
In accordance with §24-30-202, C.R.S., this Agreement is not valid until signed and dated below by the State Controller or an authorized delegate. **STATE CONTROLLER** **Robert Jaros, CPA, MBA, JD** _____ By: Department of Transportation Effective Date:_____	

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1. PARTIES

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

2. TERM AND EFFECTIVE DATE

A. Effective Date

This Agreement shall not be valid or enforceable until the Effective Date, and the Grant Funds shall be expended by the Fund Expenditure End Date shown on the Cover Page for this Agreement. The State shall not be bound by any provision of this Agreement before the Effective Date, and shall have no obligation to pay Grantee for any Work performed or expense incurred before the Effective Date, except as described in **§5.D**, or after the Fund Expenditure End Date. If the Work will be performed in multiple phases, the period of performance start and end date of each phase is detailed under the Project Schedule in **Exhibit A**.

B. Initial Term

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

C. RESERVED

D. End of Term Extension

If this Agreement approaches the end of its Initial Term, or any Extension Term then in place, the State, at its discretion, upon written notice to Grantee in a form substantially equivalent to the Sample Option Letter attached to this Agreement, may unilaterally extend such Initial Term or Extension Term for a period not to exceed two months (an "End of Term Extension"), regardless of whether additional Extension Terms are available or not. The provisions of this Agreement in effect when such notice is given shall remain in effect during the End of Term Extension. The End of Term Extension shall automatically terminate upon execution of a replacement Agreement or modification extending the total term of this Agreement.

E. Early Termination in the Public Interest

The State is entering into this Agreement to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Agreement ceases to further the public

interest of the State, the State, in its discretion, may terminate this Agreement in whole or in part. A determination that this Agreement should be terminated in the public interest shall not be equivalent to a State right to terminate for convenience. This subsection shall not apply to a termination of this Agreement by the State for Breach of Agreement by Grantee, which shall be governed by **§12.A.i**.

i. Method and Content

The State shall notify Grantee of such termination in accordance with **§14**. The notice shall specify the effective date of the termination and whether it affects all or a portion of this Agreement, and shall include, to the extent practicable, the public interest justification for the termination.

ii. Obligations and Rights

Upon receipt of a termination notice for termination in the public interest, Grantee shall be subject to the rights and obligations set forth in **§12.A.i.a**.

iii. Payments

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

F. Grantee's Termination Under State Requirements

Grantee may request termination of this Grant by sending notice to the State, which includes the reasons for the termination and the effective date of the termination. If this Grant is terminated in this manner, then Grantee shall return any advanced payments made for work that will not be performed prior to the effective date of the termination.

3. DEFINITIONS

The following terms shall be construed and interpreted as follows:

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

B. "**Breach of Agreement**" means the failure of a Party to perform any of its obligations in accordance with this Agreement, in whole or in part or in a timely or satisfactory manner. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Grantee, or the appointment of a receiver or similar officer for Grantee or any of its property, which is not vacated or fully stayed within 30 days after the institution of such proceeding, shall also constitute a breach. If Grantee is debarred or suspended under §24-109-105, C.R.S., at any time during the term of this Agreement, then such debarment or suspension shall constitute a breach.

C. "**Budget**" means the budget for the Work described in Exhibit A.

D. "**Business Day**" means any day other than Saturday, Sunday, or a legal holiday as listed in §24-11-101(1), C.R.S.

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

F. "**Deliverable**" means the outcome to be achieved or output to be provided, in the form of a tangible or intangible Good or Service that is produced as a result of Grantee's Work that is intended to be delivered by Grantee.

G. "**Effective Date**" means the date on which this Agreement is approved and signed by the Colorado State Controller or designee, as shown on the Signature Page for this Agreement.

H. "**End of Term Extension**" means the time period defined in §2.D.

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

J. RESERVED

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

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

M. "**Grant Maximum Amount**" means an amount equal to the total of Grant Funds for this Agreement.

N. "**Incident**" means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access, loss, disclosure, modification, disruption, or destruction of any communications or information resources of the State, which are included as part of the Work, as described in §§24-37.5-401, et seq., C.R.S. Incidents include, without limitation (i) successful attempts to gain unauthorized access to a State system or State Records regardless of where such information is located; (ii) unwanted disruption or denial of service; (iii) the unauthorized use of a State system for the processing or storage of data; or (iv) changes to State system hardware, firmware, or software characteristics without the State's knowledge, instruction, or consent.

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

P. "**Matching Funds**" (Local Funds) means the funds provided by Grantee as a match required to receive the Grant Funds.

Q. "**Party**" means the State or Grantee, and "**Parties**" means both the State and Grantee.

R. "**PII**" means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records. 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.

S. "**Services**" means the services to be performed by Grantee as set forth in this Agreement, and shall include any services to be rendered by Grantee in connection with the Goods.

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 Grantee which (i) is subject to disclosure pursuant to CORA; (ii) is already known to Grantee without restrictions at the time of its disclosure to Grantee; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Grantee to the State; (iv) is disclosed to Grantee, without confidentiality obligations, by a third party who has the right to disclose such information; or (v) was independently developed without reliance on any State Confidential Information.

U. "**State Fiscal Rules**" means the 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.

X. "**Subcontractor**" means any third party engaged by Grantee to aid in performance of the Work. "Subcontractor" also includes sub-grantees of Grant Funds.

Y. "**Work**" means the Goods delivered and Services performed pursuant to this Agreement.

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

Any other term used in this Agreement that is defined elsewhere in this Agreement or in an Exhibit shall be construed and interpreted as defined in that section.

4. STATEMENT OF WORK

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

5. PAYMENTS TO GRANTEE

A. Grant Maximum Amount

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

B. Payment Procedures

i. Invoices and Payment

a. The State shall pay Grantee in the amounts and in accordance with the conditions set forth in Exhibit A.

b. Grantee shall initiate payment requests by invoice to the State, in a form and manner approved by the State.

c. Any advance payment allowed under this Agreement, shall comply with State Fiscal Rules and be made in accordance with the provisions of this Agreement and its Exhibits. Eligibility and submission for advance payment is subject to State approval and must include approved documentation in the form and manner set forth and approved by the State.

d. The State shall pay each invoice within 45 days following the State's receipt of that invoice, so long as the amount invoiced correctly represents Work completed by Grantee and previously accepted by the State during the term that the invoice covers. If the State determines that the amount of any invoice is not correct, then Grantee shall make all changes necessary to correct that invoice.

e. The acceptance of an invoice shall not constitute acceptance of any Work performed or Deliverables provided under this Agreement.

ii. Interest

Amounts not paid by the State within 45 days of the State's acceptance of the invoice shall bear interest on the unpaid balance beginning on the 45th day at the rate of 1% per month, as required by §24-30-202(24)(a), C.R.S., until paid in full; provided, however, that interest shall not accrue on unpaid amounts that the State disputes in writing. Grantee shall invoice the State separately for accrued interest on delinquent amounts, and the invoice shall reference the delinquent payment, the number of days' interest to be paid and the interest rate.

iii. Payment Disputes

If Grantee disputes any calculation, determination or amount of any payment, Grantee shall notify the State in writing of its dispute within 30 days following the earlier to occur of Grantee's receipt of the payment or notification of the determination or calculation of the payment by the State. The State will review the information presented by Grantee and may make changes to its determination based on this review. The calculation, determination or payment amount that results from the State's review shall not be subject to additional dispute under this subsection. No payment subject to a dispute under this subsection shall be due until after the State has concluded its review, and the State shall not pay any interest on any amount during the period it is subject to dispute under this subsection.

iv. Available Funds-Contingency-Termination

The State is prohibited by law from making commitments beyond the term of the current State Fiscal Year. Payment to Grantee beyond the current State Fiscal Year is contingent on the appropriation and continuing availability of Grant Funds in any subsequent year (as provided in the Colorado Special Provisions). If federal funds or funds from any other non-State funds constitute all or some of the Grant Funds, the State's obligation to pay Grantee shall be contingent upon such non-State

funding continuing to be made available for payment. Payments to be made pursuant to this Agreement shall be made only from Grant Funds, and the State's liability for such payments shall be limited to the amount remaining of such Grant Funds. If State, federal or other funds are not appropriated, or otherwise become unavailable to fund this Agreement, the State may, upon written notice, terminate this Agreement, in whole or in part, without incurring further liability. The State shall, however, remain obligated to pay for Services and Goods that are delivered and accepted prior to the effective date of notice of termination, and this termination shall otherwise be treated as if this Agreement were terminated in the public interest as described in **§2.E**.

v. Increase or Decrease Quantities and Total Price – State's Option

The State, at its discretion, shall have the option to increase or decrease the quantity of Goods and/or Services described in Exhibit A at the same rates and under the same terms specified in this Agreement, which shall increase or decrease the Grant Maximum Amount. In order to exercise this option, the State shall provide written notice to Grantee in a form substantially equivalent to the Sample Option Letter attached to this Agreement prior to the end of the current Agreement term. Delivery of Goods and performance of Services shall continue at the same rates and terms as described in this Agreement.

C. RESERVED

D. Reimbursement of Grantee Costs

i. Any costs incurred by Grantee prior to the Effective Date shall not be reimbursed.

ii. The State shall reimburse Grantee's allowable costs, not exceeding the Grant Maximum Amount shown on the Cover Page of this Agreement and on Exhibit A for all allowable costs described in this Agreement and shown in Exhibit A, except that Grantee may adjust the amounts between each line item of Exhibit A without formal modification to this Agreement as long as the Grantee provides notice to the State of the change, the change does not modify the Grant Maximum Amount of this Agreement or the Grant Maximum Amount for any State Fiscal Year, and the change does not modify any requirements of the Work.

iii. The State shall only reimburse allowable costs described in this Agreement and shown in the Budget if those costs are:

a. Reasonable and necessary to accomplish the Work and for the Goods and Services provided; and

b. Equal to the actual net cost to Grantee (i.e. the price paid minus any items of value received by Grantee that reduce the cost actually incurred.)

iv. Grantee's costs for Work performed after the Fund Expenditure End Date shown on the Signature and Cover Page for this Agreement, or after any phase performance period end date for a respective phase of the Work, shall not be reimbursable. Grantee shall initiate any payment request by submitting invoices to the State in the form and manner set forth and approved by the State.

E. Close-Out

Grantee shall close out this Award within 45 days after the Fund Expenditure End Date shown on the Cover Page for this Agreement. To complete close-out, Grantee shall submit to the State all Deliverables (including documentation) as defined in this Agreement and Grantee's final reimbursement request or invoice. The State will withhold 5% of allowable costs until all final documentation has been submitted and accepted by the State as substantially complete.

6. REPORTING - NOTIFICATION

A. Quarterly Reports

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

B. Litigation Reporting

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If Grantee is served with a pleading or other document in connection with an action before a court or other administrative decision making body, and such pleading or document relates to this Agreement or may affect Grantee's ability to perform its obligations under this Agreement, Grantee shall, within 10 days after being served, notify the State of such action and deliver copies of such pleading or document to the State's Principal Representative identified on the Cover Page for this Agreement.

C. Performance and Final Status

Grantee shall submit all financial, performance and other reports to the State no later than 45 calendar days after the end of the Initial Term if no Extension Terms are exercised, or the final Extension Term exercised by the State, containing an evaluation and review of Grantee's performance and the final status of Grantee's obligations hereunder.

D. Violations Reporting

Grantee shall disclose, in a timely manner, in writing to the State, all violations of State criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal Award. The State may impose any penalties for noncompliance allowed under 2 CFR Part 180 and 31 U.S.C. 3321, which may include, without limitation, suspension or debarment.

7. GRANTEE RECORDS

A. Maintenance

Grantee shall make, keep, maintain, and allow inspection and monitoring by the State of a complete file of all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to the Work and the delivery of Services (including, but not limited to, the operation of programs) or Goods hereunder (collectively, the "Grantee Records"). Grantee shall maintain such records for a period of three years following the date of submission to the State of the final expenditure report, or if this Award is renewed quarterly or annually, from the date of the submission of each quarterly or annual report, respectively (the "Record Retention Period"). If any litigation, claim, or audit related to this Award starts before expiration of the Record Retention Period, the Record Retention Period shall extend until all litigation, claims, or audit findings have been resolved and final action taken by the State or Federal Awarding Agency. The Federal Awarding Agency, a cognizant agency for audit, oversight or indirect costs, and the State, may notify Grantee in writing that the Record Retention Period shall be extended. For records for real property and equipment, the Record Retention Period shall extend three years following final disposition of such property.

B. Inspection

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

D. Final Audit Report

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

8. CONFIDENTIAL INFORMATION - STATE RECORDS

A. Confidentiality

Grantee shall keep confidential, and cause all Subcontractors to keep confidential, all State Records, unless those State Records are publicly available. Grantee shall not, without prior written approval of

the State, use, publish, copy, disclose to any third party, or permit the use by any third party of any State Records, except as otherwise stated in this Agreement, permitted by law or approved in writing by the State. Grantee shall provide for the security of all State Confidential Information in accordance with all applicable laws, rules, policies, publications, and guidelines. Grantee shall immediately forward any request or demand for State Records to the State's Principal Representative identified on the Cover Page of this Agreement.

B. Other Entity Access and Nondisclosure Agreements

Grantee may provide State Records to its agents, employees, assigns and Subcontractors as necessary to perform the Work, but shall restrict access to State Confidential Information to those agents, employees, assigns and Subcontractors who require access to perform their obligations under this Agreement. Grantee shall ensure all such agents, employees, assigns, and Subcontractors sign agreements containing nondisclosure provisions at least as protective as those in this Agreement, and that the nondisclosure provisions are in force at all times the agent, employee, assign or Subcontractor has access to any State Confidential Information. Grantee shall provide copies of those signed nondisclosure provisions to the State upon execution of the nondisclosure provisions if requested by the State.

C. Use, Security, and Retention

Grantee shall use, hold and maintain State Confidential Information in compliance with any and all applicable laws and regulations only in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Confidential Information. Grantee shall provide the State with access, subject to Grantee's reasonable security requirements, for purposes of inspecting and monitoring access and use of State Confidential Information and evaluating security control effectiveness. Upon the expiration or termination of this Agreement, Grantee shall return State Records provided to Grantee or destroy such State Records and certify to the State that it has done so, as directed by the State. If Grantee is prevented by law or regulation from returning or destroying State Confidential Information, Grantee warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

D. Incident Notice and Remediation

If Grantee becomes aware of any Incident, Grantee shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. Unless Grantee can establish that Grantee, and its agents, employees, and Subcontractors are not the cause or source of the Incident, Grantee shall be responsible for the cost of notifying each person who may have been impacted by the Incident. After an Incident, Grantee shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State at no additional cost to the State. The State may adjust or direct modifications to this plan, in its sole discretion and Grantee shall make all modifications as directed by the State. If Grantee cannot produce its analysis and plan within the allotted time, the State, in its sole discretion, may perform such analysis and produce a remediation plan, and Grantee shall reimburse the State for the reasonable costs thereof. The State may, in its sole discretion and at Grantee's sole expense, require Grantee to engage the services of an independent, qualified, State-approved third party to conduct a security audit. Grantee shall provide the State with the results of such audit and evidence of Grantee's planned remediation in response to any negative findings.

E. Data Protection and Handling

Grantee shall ensure that all State Records and Work Product in the possession of Grantee or any Subcontractors are protected and handled in accordance with the requirements of this Agreement, including the requirements of any Exhibits hereto, at all times. As used in this section, the protections afforded Work Product only apply to Work Product that requires confidential treatment.

F. Safeguarding PII

If Grantee or any of its Subcontractors will or may receive PII under this Agreement, Grantee 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. Grantee 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.

9. CONFLICTS OF INTEREST

A. Actual Conflicts of Interest

Grantee shall not engage in any business or activities, or maintain any relationships that conflict in any way with the full performance of the obligations of Grantee under this Agreement. Such a conflict of interest would arise when a Grantee or Subcontractor's employee, officer or agent were to offer or provide any tangible personal benefit to an employee of the State, or any member of his or her immediate family or his or her partner, related to the award of, entry into or management or oversight of this Agreement.

B. Apparent Conflicts of Interest

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

C. Disclosure to the State

If a conflict or the appearance of a conflict arises, or if Grantee is uncertain whether a conflict or the appearance of a conflict has arisen, Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Failure to promptly submit a disclosure statement or to follow the State's direction in regard to the actual or apparent conflict constitutes a breach of this Agreement.

D. Grantee acknowledges that all State employees are subject to the ethical principles described in §24-18-105, C.R.S. Grantee further acknowledges that State employees may be subject to the requirements of §24-18-105, C.R.S., with regard to this Agreement. For the avoidance of doubt, an actual or apparent conflict of interest shall exist if Grantee employs or contracts with any State employee, any former State employee within six months following such employee's termination of employment with the State, or any immediate family member of such current or former State employee. Grantee shall provide a disclosure statement as described in §9.C. no later than ten days following entry into a contractual or employment relationship as described in this section. Failure to timely submit a disclosure statement shall constitute a Breach of Agreement. Grantee may also be subject to such penalties as are allowed by law.

10. INSURANCE

Grantee shall obtain and maintain, and ensure that each Subcontractor shall obtain and maintain, insurance as specified in this section at all times during the term of this Agreement. All insurance policies required by this Agreement that are not provided through self-insurance shall be issued by insurance companies as approved by the State.

A. Workers' Compensation

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

B. General Liability

Commercial general liability insurance covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:

i. $1,000,000 each occurrence;
ii. $1,000,000 general aggregate;
iii. $1,000,000 products and completed operations aggregate; and
iv. $50,000 any 1 fire.

C. 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.

D. Protected Information

Liability insurance covering all loss of State Confidential Information, such as PII, PHI, PCI, Tax Information, and CJI, and claims based on alleged violations of privacy rights through improper use or disclosure of protected information with minimum limits as follows:

i. $1,000,000 each occurrence; and
ii. $2,000,000 general aggregate.

E. Professional Liability Insurance

Professional liability insurance covering any damages caused by an error, omission or any negligent act with minimum limits as follows:

i. $1,000,000 each occurrence; and
ii. $1,000,000 general aggregate.

F. Crime Insurance

Crime insurance including employee dishonesty coverage with minimum limits as follows:

i. $1,000,000 each occurrence; and
ii. $1,000,000 general aggregate.

G. Additional Insured

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

H. Primacy of Coverage

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

I. Cancellation

All insurance policies shall include provisions preventing cancellation or non-renewal, except for cancellation based on non-payment of premiums, without at least 30 days prior notice to Grantee and Grantee shall forward such notice to the State in accordance with **§14** within 7 days of Grantee's receipt of such notice.

J. Subrogation Waiver

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

K. Public Entities

If Grantee is a "public entity" within the meaning of the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S. (the "GIA"), Grantee shall maintain, in lieu of the liability insurance requirements stated above, at all times during the term of this Agreement such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA. If a Subcontractor is a public entity within the meaning of the GIA, Grantee shall ensure that the Subcontractor maintain at all times during the terms of this Grantee, in lieu of the liability insurance requirements stated above, such liability insurance, by commercial policy or self-insurance, as is necessary to meet the Subcontractor's obligations under the GIA.

L. Certificates

For each insurance plan provided by Grantee under this Agreement, Grantee shall provide to the State certificates evidencing Grantee's insurance coverage required in this Agreement prior to the Effective Date. Grantee shall provide to the State certificates evidencing Subcontractor insurance coverage required under this Agreement prior to the Effective Date, except that, if Grantee's subcontract is not in effect as of the Effective Date, Grantee shall provide to the State certificates showing Subcontractor

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

11. BREACH OF AGREEMENT

In the event of a Breach of Agreement, the aggrieved Party shall give written notice of Breach of Agreement to the other Party. If the notified Party does not cure the breach, at its sole expense, within 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 Agreement to the contrary, the State, in its discretion, need not provide notice or a cure period and may immediately terminate this Agreement in whole or in part or institute any other remedy in this Agreement in order to protect the public interest of the State; or if Grantee is debarred or suspended under §24-109-105, C.R.S., the State, in its discretion, need not provide notice or cure period and may terminate this Agreement in whole or in part or institute any other remedy in this Agreement as of the date that the debarment or suspension takes effect.

12. REMEDIES

A. State's Remedies

If Grantee is in breach under any provision of this Agreement and fails to cure such breach, the State, following the notice and cure period set forth in **§11,** shall have all of the remedies listed in this section in addition to all other remedies set forth in this Agreement or at law. The State may exercise any or all of the remedies available to it, in its discretion, concurrently or consecutively.

i. Termination for Breach of Agreement

In the event of Grantee's uncured breach, the State may terminate this entire Agreement or any part of this Agreement. Grantee shall continue performance of this Agreement to the extent not terminated, if any.

a. Obligations and Rights

To the extent specified in any termination notice, Grantee shall not incur further obligations or render further performance past the effective date of such notice, and shall terminate outstanding orders and subcontracts with third parties. However, Grantee shall complete and deliver to the State all Work not cancelled by the termination notice, and may incur obligations as necessary to do so within this Agreement's terms. At the request of the State, Grantee shall assign to the State all of Grantee's rights, title, and interest in and to such terminated orders or subcontracts. Upon termination, Grantee shall take timely, reasonable and necessary action to protect and preserve property in the possession of Grantee but in which the State has an interest. At the State's request, Grantee shall return materials owned by the State in Grantee's possession at the time of any termination. Grantee shall deliver all completed Work Product and all Work Product that was in the process of completion to the State at the State's request.

b. Payments

Notwithstanding anything to the contrary, the State shall only pay Grantee for accepted Work received as of the date of termination. If, after termination by the State, the State agrees that Grantee was not in breach or that Grantee's action or inaction was excusable, such termination shall be treated as a termination in the public interest, and the rights and obligations of the Parties shall be as if this Agreement had been terminated in the public interest under **§2.E**.

c. Damages and Withholding

Notwithstanding any other remedial action by the State, Grantee shall remain liable to the State for any damages sustained by the State in connection with any breach by Grantee, and the State may withhold payment to Grantee for the purpose of mitigating the State's damages until such time as the exact amount of damages due to the State from Grantee is determined. The State may withhold any amount that may be due Grantee as the State deems necessary to protect the State against loss including, without limitation, loss as a result of outstanding liens and excess costs incurred by the State in procuring from third parties replacement Work as cover.

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ii. Remedies Not Involving Termination

The State, in its discretion, may exercise one or more of the following additional remedies:

a. Suspend Performance

Suspend Grantee's performance with respect to all or any portion of the Work pending corrective action as specified by the State without entitling Grantee to an adjustment in price or cost or an adjustment in the performance schedule. Grantee shall promptly cease performing Work and incurring costs in accordance with the State's directive, and the State shall not be liable for costs incurred by Grantee after the suspension of performance.

b. Withhold Payment

Withhold payment to Grantee until Grantee corrects its Work.

c. Deny Payment

Deny payment for Work not performed, or that due to Grantee's actions or inactions, cannot be performed or if they were performed are reasonably of no value to the State; provided, that any denial of payment shall be equal to the value of the obligations not performed.

d. Removal

Demand immediate removal of any of Grantee's employees, agents, or Subcontractors from the Work whom the State deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable or whose continued relation to this Agreement is deemed by the State to be contrary to the public interest or the State's best interest.

e. Intellectual Property

If any Work infringes, or if the State in its sole discretion determines that any Work is likely to infringe, a patent, copyright, trademark, trade secret or other intellectual property right, Grantee shall, as approved by the State **(i)** secure that right to use such Work for the State and Grantee; **(ii)** replace the Work with noninfringing Work or modify the Work so that it becomes noninfringing; or, **(iii)** remove any infringing Work and refund the amount paid for such Work to the State.

B. Grantee's Remedies

If the State is in breach of any provision of this Agreement and does not cure such breach, Grantee, following the notice and cure period in **§11** and the dispute resolution process in **§13** shall have all remedies available at law and equity.

13. DISPUTE RESOLUTION

A. Initial Resolution

Except as herein specifically provided otherwise, disputes concerning the performance of this Agreement which cannot be resolved by the designated Agreement representatives shall be referred in writing to a senior departmental management staff member designated by the State and a senior manager designated by Grantee for resolution.

B. Resolution of Controversies

If the initial resolution described in **§13.A** fails to resolve the dispute within 10 Business Days, Grantee shall submit any alleged breach of this Agreement by the State to the Procurement Official of the State Agency named on the Cover Page of this Agreement as described in §24-101-301(30), C.R.S., for resolution following the same resolution of controversies process as described in §§24-106-109, and 24-109-101.1 through 24-109-505, C.R.S., (collectively, the "Resolution Statutes"), except that if Grantee wishes to challenge any decision rendered by the Procurement Official, Grantee's challenge shall be an appeal to the executive director of the Department of Personnel and Administration, or their delegate, in the same manner as described in the Resolution Statutes before Grantee pursues any further action. Except as otherwise stated in this Section, all requirements of the Resolution Statutes shall apply including, without limitation, time limitations regardless of whether the Colorado Procurement Code applies to this Agreement.

14. NOTICES and REPRESENTATIVES

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Each individual identified as a Principal Representative on the Cover Page for this Agreement shall be the principal representative of the designating Party. All notices required or permitted to be given under this Agreement shall be in writing, and shall be delivered **(A)** by hand with receipt required, **(B)** by certified or registered mail to such Party's principal representative at the address set forth on the Cover Page for this Agreement or **(C)** as an email with read receipt requested to the principal representative at the email address, if any, set forth on the Cover Page for this Agreement. If a Party delivers a notice to another through email and the email is undeliverable, then, unless the Party has been provided with an alternate email contact, the Party delivering the notice shall deliver the notice by hand with receipt required or by certified or registered mail to such Party's principal representative at the address set forth on the Cover Page for this Agreement. Either Party may change its principal representative or principal representative contact information, or may designate specific other individuals to receive certain types of notices in addition to or in lieu of a principal representative, by notice submitted in accordance with this section without a formal amendment to this Agreement. Unless otherwise provided in this Agreement, notices shall be effective upon delivery of the written notice.

15. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION

A. Work Product

Whether or not Grantee is under contract with the State at the time, Grantee shall execute applications, assignments, and other documents, and shall render all other reasonable assistance requested by the State, to enable the State to secure patents, copyrights, licenses and other intellectual property rights related to the Work Product. The Parties intend the Work Product to be works made for hire. Grantee assigns to the State and its successors and assigns, the entire right, title, and interest in and to all causes of action, either in law or in equity, for past, present, or future infringement of intellectual property rights related to the Work Product and all works based on, derived from, or incorporating the Work Product.

B. Exclusive Property of the State

Except to the extent specifically provided elsewhere in this Agreement, all State Records, 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 information provided by or on behalf of the State to Grantee are the exclusive property of the State (collectively, "State Materials"). Grantee shall not use, willingly allow, cause or permit Work Product or State Materials to be used for any purpose other than the performance of Grantee's obligations in this Agreement without the prior written consent of the State. Upon termination of this Agreement for any reason, Grantee shall provide all Work Product and State Materials to the State in a form and manner as directed by the State.

C. Exclusive Property of Grantee

Grantee retains the exclusive rights, title, and ownership to any and all pre-existing materials owned or licensed to Grantee including, but not limited to, all pre-existing software, licensed products, associated source code, machine code, text images, audio and/or video, and third-party materials, delivered by Grantee under this Agreement, whether incorporated in a Deliverable or necessary to use a Deliverable (collectively, "Grantee Property"). Grantee Property shall be licensed to the State as set forth in this Agreement or a State approved license agreement: (i) entered into as exhibits to this Agreement, (ii) obtained by the State from the applicable third-party vendor, or (iii) in the case of open source software, the license terms set forth in the applicable open source license agreement.

16. GENERAL PROVISIONS

A. Assignment

Grantee's rights and obligations under this Agreement are personal and may not be transferred or assigned without the prior, written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Grantee's rights and obligations approved by the State shall be subject to the provisions of this Agreement.

B. Subcontracts

Grantee shall not enter into any subgrant or subcontract in connection with its obligations under this Agreement without providing notice to the State. The State may reject any such Subcontractor, and Grantee shall terminate any subcontract that is rejected by the State and shall not allow any Subcontractor to perform any work after that Subcontractor's subcontract has been rejected by the State. Grantee shall

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submit to the State a copy of each such subgrant or subcontract upon request by the State. All subgrants and subcontracts entered into by Grantee in connection with this Agreement shall comply with all applicable federal and state laws and regulations, shall provide that they are governed by the laws of the State of Colorado, and shall be subject to all provisions of this Agreement.

C. Binding Effect

Except as otherwise provided in **§16.A.**, all provisions of this Agreement, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.

D. Authority

Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations have been duly authorized.

E. Captions and References

The captions and headings in this Agreement are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Agreement to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

F. Counterparts

This Agreement may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

G. Entire Understanding

This Agreement represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Agreement. Prior or contemporaneous additions, deletions, or other changes to this Agreement shall not have any force or effect whatsoever, unless embodied herein.

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 Agreement by reference.

I. Modification

Except as otherwise provided in this Agreement, any modification to this Agreement shall only be effective if agreed to in a formal amendment to this Agreement, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules. Modifications permitted under this Agreement, other than Agreement amendments, shall conform to the policies issued by the Colorado State Controller.

J. Statutes, Regulations, Fiscal Rules, and Other Authority

Any reference in this Agreement to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Effective Date of this Agreement.

K. External Terms and Conditions

Notwithstanding anything to the contrary herein, the State shall not be subject to any provision included in any terms, conditions, or agreements appearing on Grantee's or a Subcontractor's website or any provision incorporated into any click-through or online agreements related to the Work unless that provision is specifically referenced in this Agreement.

L. Severability

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under this Agreement in accordance with the intent of this Agreement.

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M. Survival of Certain Agreement Terms

Any provision of this Agreement that imposes an obligation on a Party after termination or expiration of this Agreement shall survive the termination or expiration of this Agreement and shall be enforceable by the other Party.

N. Taxes

The State is exempt from federal excise taxes under I.R.C. Chapter 32 (26 U.S.C., Subtitle D, Ch. 32) (Federal Excise Tax Exemption Certificate of Registry No. 84-730123K) and from State and local government sales and use taxes under §§39-26-704(1), *et seq.,* C.R.S. (Colorado Sales Tax Exemption Identification Number 98-02565). The State shall not be liable for the payment of any excise, sales, or use taxes, regardless of whether any political subdivision of the State imposes such taxes on Grantee. Grantee shall be solely responsible for any exemptions from the collection of excise, sales or use taxes that Grantee may wish to have in place in connection with this Agreement.

O. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described in **§16.A.,** this Agreement does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Agreement are incidental to this Agreement, and do not create any rights for such third parties.

P. Waiver

A Party's failure or delay in exercising any right, power, or privilege under this Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

Q. CORA Disclosure

To the extent not prohibited by federal law, this Agreement and the performance measures and standards required under §24-106-107, C.R.S., if any, are subject to public release through the CORA.

R. Standard and Manner of Performance

Grantee shall perform its obligations under this Agreement in accordance with the highest standards of care, skill and diligence in Grantee's industry, trade, or profession.

S. Licenses, Permits, and Other Authorizations.

i. Grantee shall secure, prior to the Effective Date, and maintain at all times during the term of this Agreement, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Agreement, and shall ensure that all employees, agents and Subcontractors secure and maintain at all times during the term of their employment, agency or Subcontractor, all license, certifications, permits and other authorizations required to perform their obligations in relation to this Agreement.

ii. Grantee, if a foreign corporation or other foreign entity transacting business in the State of Colorado, shall obtain prior to the Effective Date and maintain at all times during the term of this Agreement, at its sole expense, a certificate of authority to transact business in the State of Colorado and designate a registered agent in Colorado to accept service of process.

T. RESERVED

U. Federal Provisions

Grantee shall comply with all applicable requirements of Exhibit C at all times during the term of this Agreement.

17. COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3)

These Special Provisions apply to all agreements except where noted in italics.

A. STATUTORY APPROVAL. §24-30-202(1), C.R.S.

This Agreement shall not be valid until it has been approved by the Colorado State Controller or designee. If this Agreement is for a Major Information Technology Project, as defined in §24-37.5-

102(2.6), C.R.S., then this Agreement shall not be valid until it has been approved by the State's Chief Information Officer or designee..

B. FUND AVAILABILITY. §24-30-202(5.5), C.R.S.

Financial obligations of the State payable after the current State Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

C. GOVERNMENTAL IMMUNITY.

Liability for claims for injuries to persons or property arising from the negligence of the State or Grantee, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, *et seq*., C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, *et seq*., C.R.S. No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

D. INDEPENDENT CONTRACTOR.

Grantee shall perform its duties hereunder as an independent contractor and not as an employee. Neither Grantee nor any agent or employee of Grantee shall be deemed to be an agent or employee of the State. Grantee shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. **Grantee and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Grantee or any of its agents or employees. Grantee shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Agreement. Grantee shall (i) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (ii) provide proof thereof when requested by the State, and (iii) be solely responsible for its acts and those of its employees and agents**.

E. COMPLIANCE WITH LAW.

Grantee shall comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. CHOICE OF LAW, JURISDICTION, AND VENUE.

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Agreement. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this Agreement shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

G. PROHIBITED TERMS.

Any term included in this Agreement that requires the State to indemnify or hold Grantee harmless; requires the State to agree to binding arbitration; limits Grantee's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void ab initio. Nothing in this Agreement shall be construed as a waiver of any provision of §24-106-109, C.R.S.

H. SOFTWARE PIRACY PROHIBITION.

State or other public funds payable under this Agreement shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Grantee hereby certifies and warrants that, during the term of this Agreement and any extensions, Grantee has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Grantee is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Agreement, including, without limitation, immediate termination of this Agreement and any remedy consistent with federal copyright laws or applicable licensing restrictions.

I. EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. §§24-18-201 and 24-50-507, C.R.S.

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Agreement. Grantee has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Grantee's services and Grantee shall not employ any person having such known interests.

J. VENDOR OFFSET AND ERRONEOUS PAYMENTS. §§24-30-202(1) and 24-30-202.4, C.R.S.

[*Not applicable to intergovernmental agreements*] Subject to §24-30-202.4(3.5), C.R.S., the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: (i) unpaid child support debts or child support arrearages; (ii) unpaid balances of tax, accrued interest, or other charges specified in §§39-21-101, et seq., C.R.S.; (iii) unpaid loans due to the Student Loan Division of the Department of Higher Education; (iv) amounts required to be paid to the Unemployment Compensation Fund; and (v) other unpaid debts owing to the State as a result of final agency determination or judicial action. The State may also recover, at the State's discretion, payments made to Grantee in error for any reason, including, but not limited to, overpayments or improper payments, and unexpended or excess funds received by Grantee by deduction from subsequent payments under this Agreement, deduction from any payment due under any other contracts, grants or agreements between the State and Grantee, or by any other appropriate method for collecting debts owed to the State.

K. PUBLIC CONTRACTS FOR SERVICES. §§8-17.5-101, *et seq.,* C.R.S.

[*Not applicable to agreements relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental agreements, or information technology services or products and services*] Grantee certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Agreement, through participation in the E-Verify Program or the State verification program established pursuant to §8-17.5-102(5)(c), C.R.S., Grantee shall not knowingly employ or contract with an illegal alien to perform work under this Agreement or enter into a contract with a Subcontractor that fails to certify to Grantee that the Subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. Grantee **(i)** shall not use E-Verify Program or the program procedures of the Colorado Department of Labor and Employment ("Department Program") to undertake pre-employment screening of job applicants while this Agreement is being performed, **(ii)** shall notify the Subcontractor and the contracting State agency or institution of higher education within three days if Grantee has actual knowledge that a Subcontractor is employing or contracting with an illegal alien for work under this Agreement, **(iii)** shall terminate the subcontract if a Subcontractor does not stop employing or contracting with the illegal alien within three days of receiving the notice, and **(iv)** shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to §8-17.5-102(5), C.R.S., by the Colorado Department of Labor and Employment. If Grantee participates in the Department program, Grantee shall deliver to the contracting State agency, Institution of Higher Education or political subdivision, a written, notarized affirmation, affirming that Grantee has examined the legal work status of such employee, and shall comply with all of the other requirements of the Department program. If Grantee fails to comply with any requirement of this provision or §§8-17.5-101, et seq., C.R.S., the contracting State agency, institution of higher education or political subdivision may terminate this Agreement for breach and, if so terminated, Grantee shall be liable for damages.

L. PUBLIC CONTRACTS WITH NATURAL PERSONS. §§24-76.5-101, *et seq*., C.R.S.

Grantee, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that Grantee (i) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (ii) shall comply with the provisions of §§24-76.5-101, et seq., C.R.S., and (iii) has produced one form of identification required by §24-76.5-103, C.R.S., prior to the Effective Date of this Agreement.

DRAFT

EXHIBIT A, STATEMENT OF WORK AND BUDGET

Fiscal Years 2024-2030
Fuels Impact Reduction Grant Program

1. Program Overview

Certain Colorado communities serve as the distribution points for almost all of the fuel transported in the State. Licensed fuel distributors rely on the hazardous mitigation corridor infrastructure in these communities to support the economic functions of the State. Increasing requirements on fuel composition and blends will cause the infrastructure in these communities to be relied upon even more.

The Fuels Impact Reduction Grant Program (the "Grant Program") was created to provide grants to certain critically impacted communities, governments, and transportation corridors, for the improvement of their hazardous mitigation corridor infrastructure and to support local and state government projects related to emergency responses, environmental mitigation, or projects related to the transportation of fuel within the State. The Fuels Impact Enterprise (the "Enterprise") was created, in part, to administer the Grant Program. As part of the Grant Program, the Enterprise distributes $10,000,000.00 annually from the Fuels Impact Enterprise Cash Fund (the "Fund") to the following political subdivisions for the improvement of hazardous mitigation corridors in the State:

- Adams County - $6,400,000
- City of Aurora - $2,000,000
- El Paso County - $1,300,000
- Mesa County - $240,000
- Otero County - $60,000

The distribution amounts are directly correlated to the percentage of fuel distribution that originates in each jurisdiction. For example, Adams County will receive $6,400,000.00 each year because 64% of fuel distribution within Colorado originates at the loading facilities in Adams County; 20% of the state's fuel is distributed from the City of Aurora; 13% from El Paso County, 2.4% from Mesa County and 0.6% from Otero County. If a political subdivision is unable to accept the annual distribution, the Enterprise will distribute the unaccepted amounts to the other political subdivisions on a proportionate basis.

The Grant Program will sunset on January 1, 2030.

2. Program Goals

The goals of the Grant Program are to:

A. Provide grants to critically impacted communities, governments, and transportation corridors for the improvement of hazardous mitigation corridors;
B. Support local and state government projects related to emergency responses, environmental mitigation, or projects related to the transportation of fuel within the State.

3. Grantee Responsibilities

A. Grantee shall use the Grant Funds for the improvement of hazardous mitigation corridors such as Smith Road, Tower Road, Airport Boulevard, and Chambers Road, in Grantee's jurisdiction; prioritizing uses related to safety and environmental impacts.

B. Grantee shall provide the Enterprise with an annual program overview by October 1st of each fiscal year that the Grantee receives Grant Funds from the Grant Program.
C. Grantee shall establish a spending plan for the funds, ensuring funds are encumbered and or prioritized by January 2030.

4. Enterprise Responsibilities

The Enterprise will administer the Grant Program by:

A. Imposing a Fuels Impact Reduction Fee in accordance with §43-4-1505(1), C.R.S.
B. Distributing $10,000,000.00 from the Fund annually for the improvement of hazardous mitigation corridors in the State; prioritizing uses related to safety and environmental impacts. Funds collected will be distributed each year on or before October 1st of each year in accordance with §43-4-1506(2)(a), C.R.S.
C. Distributing up to $5,000,000.00 from the Fund, after making the transfers described in Paragraph 5.B and after providing for the administrative expenses of the Enterprise, to key commercial freight corridors to support state government projects related to emergency responses, environmental mitigation, or to support projects related to the transportation of fuel within the State on routes necessary for the transportation of hazardous materials in accordance with §43-4-1506(3), C.R.S.

5. Budget and Grant Funds Distribution

A. Grantee has been awarded Grant Funds in the amount of $2,000,000 for fiscal year 2025 for the improvement of hazardous mitigation corridors in Grantee's jurisdiction. There is no Grantee funding match requirement for this grant. Grantee may use the Grant Funds as local match funds for Grantee's portion of a larger state or federally funded project. Grantee shall spend all Grant Funds within the boundaries of Grantee's jurisdiction.
B. Grantee shall use the Grant Funds received in a given fiscal year within 5 years of such distribution. At the conclusion of 5 years, Grantee may petition the Enterprise Board in writing for an extension on spending the Grant Funds. That petition must include an update on the Grantee's program for the Grant Funds, and must describe when and how Grantee intends to spend the Grant Funds. The Enterprise Board may approve up to a two-year extension. If Grantee is unable to accept the annual distribution or spend the annual distribution within the 5 year time period, the Enterprise will distribute the unaccepted or unspent amounts to the other political subdivisions on a proportionate basis.
C. Grant Funds for future fiscal years will be encumbered using an option letter executed in accordance with §5.C of this Agreement.

DRAFT

EXHIBIT B, SAMPLE OPTION LETTER

State Agency Department of Transportation	**Option Letter Number** Insert the Option Number (e.g. "1" for the first option)
Grantee City of Aurora	**Original Agreement Number** Insert CMS number or Other Contract Number of the Original Contract
Current Grant Maximum Amount Initial Term State Fiscal Year 20xx $0.00 Extension Terms State Fiscal Year 20xx $0.00 State Fiscal Year 20xx $0.00 State Fiscal Year 20xx $0.00 State Fiscal Year 20xx $0.00 Local Funds $0.00 Total for All State Fiscal Years $0.00	**Option Letter Agreement Number** Insert CMS number or Other Contract Number of this Option **Agreement Performance Beginning Date** The later of the Effective Date or Month, Day, Year **Current Agreement Expiration Date** Month, Day, Year

1. **OPTIONS:**
   A. Option to extend for an Extension Term or End of Term Extension.
   B. Option to change the quantity of Goods under the Agreement
   C. Option to change the quantity of Services under the Agreement
2. **REQUIRED PROVISIONS:**
   A. **For use with Option 1(A):** In accordance with [Enter Section(s) number] of the Original Agreement referenced above, the State hereby exercises its option for an additional term/end of term extension, beginning Insert start date and ending on the current agreement expiration date shown above, at the rates stated in the Original Agreement, as amended.
   B. **For use with Options 1(B and C)**: In accordance with Section(s) [Enter Section(s) number] of the Original Agreement referenced above, the State hereby exercises its option to [Increase/Decrease] the quantity of the [Goods/Services or both] at the rates stated in the Original Agreement, as amended.
   C. **For use with all Options that modify the Agreement Maximum Amount**: The Grant Maximum Amount table on the Agreement's Cover Page is hereby deleted and replaced with the Current Grant Maximum Amount table shown above.
3. **OPTION EFFECTIVE DATE:**
   A. The effective date of this Option Letter is upon approval of the State Controller.

STATE OF COLORADO Jared S. Polis, Governor Department of Transportation Shoshana M. Lew, Executive Director By:_____ Name:_____ Title:_____ Date: _____	In accordance with §24-30-202, C.R.S., this Option Letter is not valid until signed and dated below by the State Controller or an authorized delegate. **STATE CONTROLLER** **Robert Jaros, CPA, MBA, JD** By:_____ Department of Transportation Option Letter Effective Date:_____

EXHIBIT C, TITLE VI – CIVIL RIGHTS

Nondiscrimination Requirements

Subrecipient shall not exclude from participation in, deny the benefits of, or subject to discrimination any person in the United States on the ground of race, color, national origin, sex, age or disability.

Subrecipient shall abide by all applicable federal and state nondiscrimination laws and regulations, including but not limited to, Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d et seq.; The Civil Rights Restoration Act of 1987, Pub. L. No. 100-259, 102 Stat. 28; 49 CFR Part 21: Nondiscrimination in Federally-Assisted Programs of the Department of Transportation; 23 CFR Part 200: Title VI Program and Related Statutes - Implementation and Review Procedures; Title II of the Americans with Disabilities Act of 1990, 42 U.S.C §§12101 - 12213; Rehabilitation Act of 1973 § 504, 29 U.S.C § 794; 49 CFR Part 27: Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Assistance; 28 CFR Part 35: Nondiscrimination on the Basis of Disability in State and Local Government Services; 49 CFR Part 28: Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.

As a condition of federal financial assistance, Subrecipient shall develop and maintain a Title VI Program in accordance with the "Requirements for FHWA Subrecipients" set forth in CDOT's Title VI Program Plan. Subrecipient shall also facilitate compliance with Executive Order 12898 and DOT Order 5610.2(a) by incorporating the principles of environmental justice in planning, project development and public outreach in accordance with applicable CDOT and FHWA guidance.

In any contract utilizing federal funds, land, or other federal aid, Subrecipient shall require the federal-aid recipient or contractor to provide a statement of written assurance that they will comply with Section 504 and not discriminate on the basis of disability. Subrecipient shall develop and maintain an ADA Program in accordance with 28 CFR Part 35, Nondiscrimination on the Basis of Disability in State and Local Government Services and any other requirements established by CDOT for FHWA subrecipients.

Disadvantaged Business Enterprise Requirements

The requirements of 49 CFR Part 26 and CDOT's DOT-approved DBE program are incorporated by reference into this agreement. Subrecipient shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. Subrecipient shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted Agreement. Failure by Subrecipient to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as CDOT deems appropriate. Subrecipient must include this assurance in all DOT-assisted contracts.

Prompt Payment

Subrecipient shall require that all contractors pay subcontractors for satisfactory performance of work no later than 30 days after the receipt of payment for that work from the contractor. If Subrecipient allows contractors to withhold retainage from subcontractors, retainage shall be released within 30 days from the date the work is satisfactorily completed.

RESOLUTION NO. R2025- ____

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, FOR THE INTERGOVERNMENTAL AGREEMENT BETWEEN CITY OF AURORA AND COLORADO DEPARTMENT OF TRANSPORTATION FOR THE FUELS IMPACT REDUCTION GRANT PROGRAM

WHEREAS, the City of Aurora, Colorado (the "City"), and the State of Colorado Department of Transportation ("CDOT"), collectively "the Parties", as government agencies, are authorized by the provisions of Colo. Const., art. XIV, § 18(2)(a) and C.R.S. §§ 29-1-201, et seq., to contract with one another to provide any function, service or facility lawfully authorized to each; and

WHEREAS, the Fuels Impact Reduction Grant Program (the "Grant Program") was created by the State of Colorado to provide grants to certain critically impacted communities, governments, and transportation corridors, for the improvement of their hazardous mitigation corridor infrastructure and to support local and state government projects related to emergency responses, environmental mitigation, or projects related to the transportation of fuel within the State; and

WHEREAS, the Fuels Impact Enterprise (the "Enterprise") was created, in part, to administer the Grant Program; and

WHEREAS, as part of the Grant Program, the Enterprise distributes $10,000,000 annually from the Fuels Impact Enterprise Cash Fund (the "Fund") to political subdivisions for the improvement of hazardous mitigation corridors in the State; and

WHEREAS, the distribution amounts are directly correlated to the percentage of fuel distribution that originates in each jurisdiction; and

WHEREAS, since 20% of the State's fuel is distributed from the City of Aurora, the City will receive $2,000,000 annually from the Fund for 2025-2029, for a total amount of $10,000,000 over a five (5) year period; and

WHEREAS, the Grant Funds must be used for the improvement of hazardous mitigation corridors such as Smith Road, Tower Road, Airport Boulevard, and Chambers Road, in Aurora's jurisdiction; prioritizing uses related to safety and environmental impacts; and

WHEREAS, as a Fund recipient, City staff will establish a spending plan for funds and ensure that the funds are encumbered or prioritized by January 2030; and

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

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

Section 1. The Intergovernmental Agreement between the City of Aurora and Colorado Department of Transportation for the Fuels Impact Reduction Grant Program is hereby approved.

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

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

RESOLVED AND PASSED this _____ day of _____, 2025.

_____
MIKE COFFMAN, Mayor

ATTEST:

_____
KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

PETER A. SCHULTE, City Attorney

Michelle Gardner RLA
_____
MICHELLE GARDNER, Sr. Assistant City Attorney

CITY OF AURORA
Council Agenda Commentary

Item Title: Central Community Park Master Plan (Resolution)
Item Initiator: Trent Woolley, Senior Landscape Architect, Parks, Recreation and Open Space
Staff Source/Legal Source: Nicole Ankeney, Manager of Planning, Design and Construction, Parks, Recreation and Open Space / Tim Joyce, Assistant City Attorney
Outside Speaker: NA
Council Goal: 2012: 4.0--Create a superior quality of life for residents making the city a desirable place to live and work

COUNCIL MEETING DATES:

Study Session: 7/28/2025

Regular Meeting: 8/11/2025

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

Item requires a Public Hearing: ☐ Yes ☒ No

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

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

Nicole Ankeney, Manager of Planning, Design, and Construction, Parks, Recreation and Open Space / Tim Joyce, Assistant City Attorney
Estimated time: 20 mins

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

☐ Approve Item and Move Forward to Study Session

☐ Approve Item as Proposed at Study Session

☒ Approve Item and Move Forward to Regular Meeting

☐ Approve Item as Proposed at Regular Meeting

☐ Information Only

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

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Planning and Zoning Commission

Policy Committee Date: 7/9/2025

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

☒ Recommends Approval

☐ Does Not Recommend Approval

☐ Forwarded Without Recommendation

☐ Minutes Not Available

☐ Minutes Attached

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

03/05/2025 Parks and Recreation Advisory Board – Presentation and Public Hearing – The Board provided positive feedback, general discussion during a public meeting and supported the park master plan. The Board recommended approval of the park master plan, moving the item to the next step in the process.
03/26/2025 Planning & Zoning Commision Study Session – Presentation of the park master plan – The Commission gave an advisory opinion in approval of the park master plan.
03/27/2025 Parks Foundations and Quality of Life Policy Committee – The Committee recommended moving the item forward for approval.
07/09/2025 Planning & Zoning Commision – Presentation & Public Hearing – The Commission unanimously approved the item moving forward.

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

Parks, Recreation and Open Space (PROS) is seeking the approval of a new park master plan for the Central Community Park, located adjacent to the Central Recreation Center at 18150 E. Vassar Pl.

PROS, in collaboration with a consultant team, engaged the community in the development of this park master plan through three public meetings and three outreach surveys via Engage Aurora (www.engageaurora.org/centralpark). These efforts have enabled PROS to incorporate valuable feedback into the design process.

Public Meeting No. 1 – The first public meeting was used to introduce the project to the public, provide general site information (location, size, history, etc.), opportunities and constraints, discussion of park type (community, neighborhood, specialty, etc.), and discussion of of what amenities the public would like to see in the park. The first meeting was held on April 21, 2022 with 30 in-person attendees. The post meeting survey was open from April 21, 2022 through May 15, 2022. The survey received 78 responses. The questions revolved around what the public would prefer to see in the park.

Public Meeting No. 2 - The second public meeting was used to share multiple (usually 2 or 3) concepts of what the master plan for the park might look like. In this case there were three concepts showing different arrangements of proposed amenities. The concepts were presented and the public was asked for feedback on what was preferred and not preferred. The second meeting was held on May 7, 2024 with 54 in-person attendees. The post meeting survey was open from May 7, 2024 through June 21, 2024. The survey received 55 responses. The questions revolved around what the public preferred or did not prefer about each concept.

Public Meeting No. 3 – The third public meeting was used to present a 'final' concept. Feedback from Meeting No. 2 and the post meeting survey was used to combine ideas and amenities from the three concepts into one 'final' concept that is presented. The public was then asked for feedback and items for potentiall changes were noted and incorporated into the plan that will be presented for approval. The third meeting was held on November 7, 2024 with 24 individuals in attendance. The post meeting survey was open from November 7, 2024 through December 6, 2024 and there were 39 repsonses.

Aurora Water participated in the process as a project partner since they own and operate the property to the west of Central Community Park, known as the Hutchinson Channel and pond. The Central Community Park incorporates both the PROS property and a portion of the Aurora Water property for a cohesive design emphasizing long-term water conservation, wildlife habitat and maintenance principles.

The proposed master plan for Central Community Park features three distinct areas designed to meet the needs of a diverse range of park users:

1. **Sport Court Area**: This area includes four pickleball courts, two tennis courts, two basketball courts, and small shade shelters for user comfort.

2. **Play Area**: The play area will feature a large group pavilion, small shade shelters, a large playground with a climbing wall, a separate bouldering area, a plumbed restroom, and an open turf area for recreational play.
3. **Wetland Area**: This area will replace the existing irrigation pond, Hutchinson Channel, with a newly constructed wetland, showcasing native wetland plants, several micro-pools, concrete paths, pedestrian bridges, a low-water crossing, an overlook with a shade shelter, and a public art installation.

Additionally, the park master plan includes landscape improvements with native trees, shrubs, and grasses designed to conserve water, as well as the addition of new concrete trails to enhance connectivity to the park, the recreation center, and the surrounding neighborhoods.

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.)

The master plan approval process does not directly impact the budget beyond current encumbrances. Future construction of the park will be addressed through the annual CIP budget process. Staff will likely seek grant opportunities to leverage city funds. Current cost estimates for full build-out of the plan are approximately $10-15M.

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.)

During the design phase, additional analysis will be performed to determine if additional park operations staff are needed to maintain the park at appropriate service levels.

QUESTIONS FOR COUNCIL

Does the City Council support moving the Resolution to Approve the Central Community Park Master Plan forward to Regular Session?

LEGAL COMMENTS

Public land shall be dedicated to providing for parks and open space. (Aurora, Colo. Code § 146.4.3.18.B). Park facilities are developed pursuant to a parks master plan approved by City Council. (Aurora, Colo. Code § 146-5.4.3.1.a.v). Community parks must meet the criteria in the Parks, Recreation and Open Space *Dedication and Development Criteria Manual.* The park master plan process requires citizen input to develop the park master

plan or park master plan amendment. The plan is then taken to the Parks and Recreation Advisory Board for review and their advisory opinion. (PROS *Dedication and Development Criteria Manual* § 7.2(A)(2)). The Planning Director reviews applications for major site plans, including community park master plans, and forwards a recommendation to the Planning and Zoning Commission for a public hearing and for the Commission to issue an advisory opinion. (Aurora, Colo. Code § 146.5.4.3.B.2 and PROS *Dedication and Development Criteria Manual* § 7.2(A)(2)). City Council will review a park master plan for approval. (PROS *Dedication and Development Criteria Manual* § 7.2(A)(2)) (TJoyce)

Central Community Park Master Plan Approval



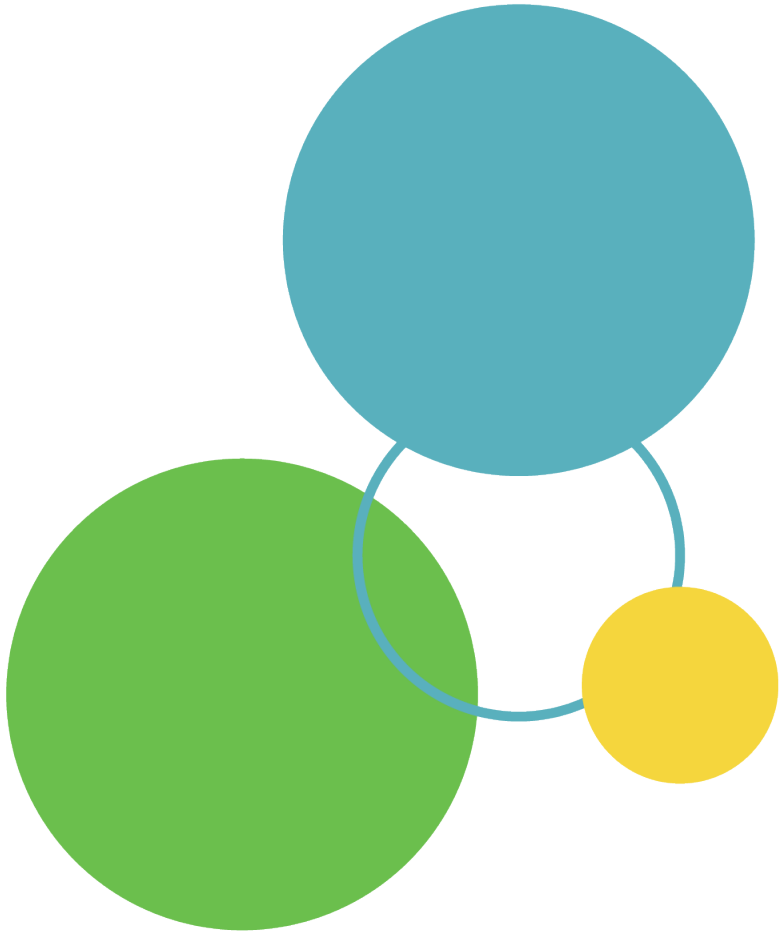
Parks, Foundations, and Quality of Life Committee Meeting
March 27, 2025

CONTACTS

Presenter
Nicole Ankeney, Manager
PROS Planning, Design & Construction
nankeney@auroragov.org
303.326.8947

Project Manager
Trent Woolley, Senior Landscape Architect
PROS Planning, Design & Construction
mwoolley@auroragov.org
303.739.7174

Design Firm
Mark Taylor, PLA, ASLA, Principal
Architerra Group
www.architerragroup.com
303.948.0766



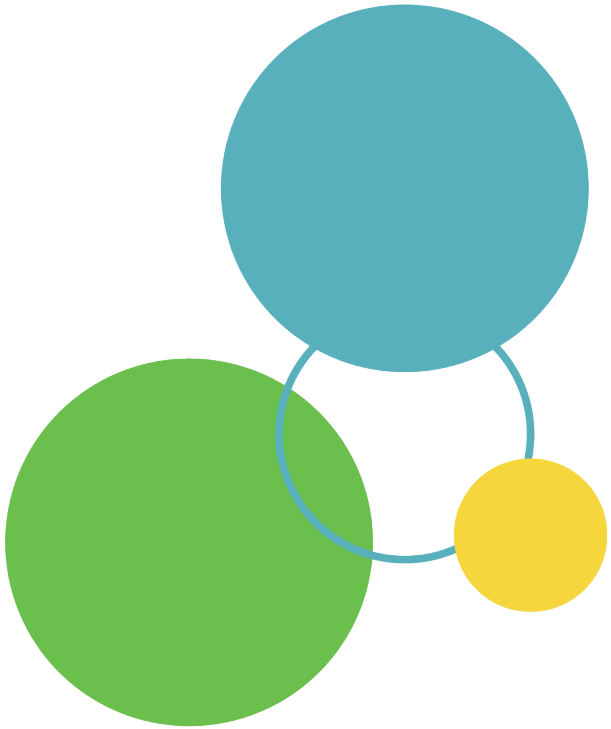
APPROVAL PROCESS

Per the PROS Dedication & Development Criteria Manual:

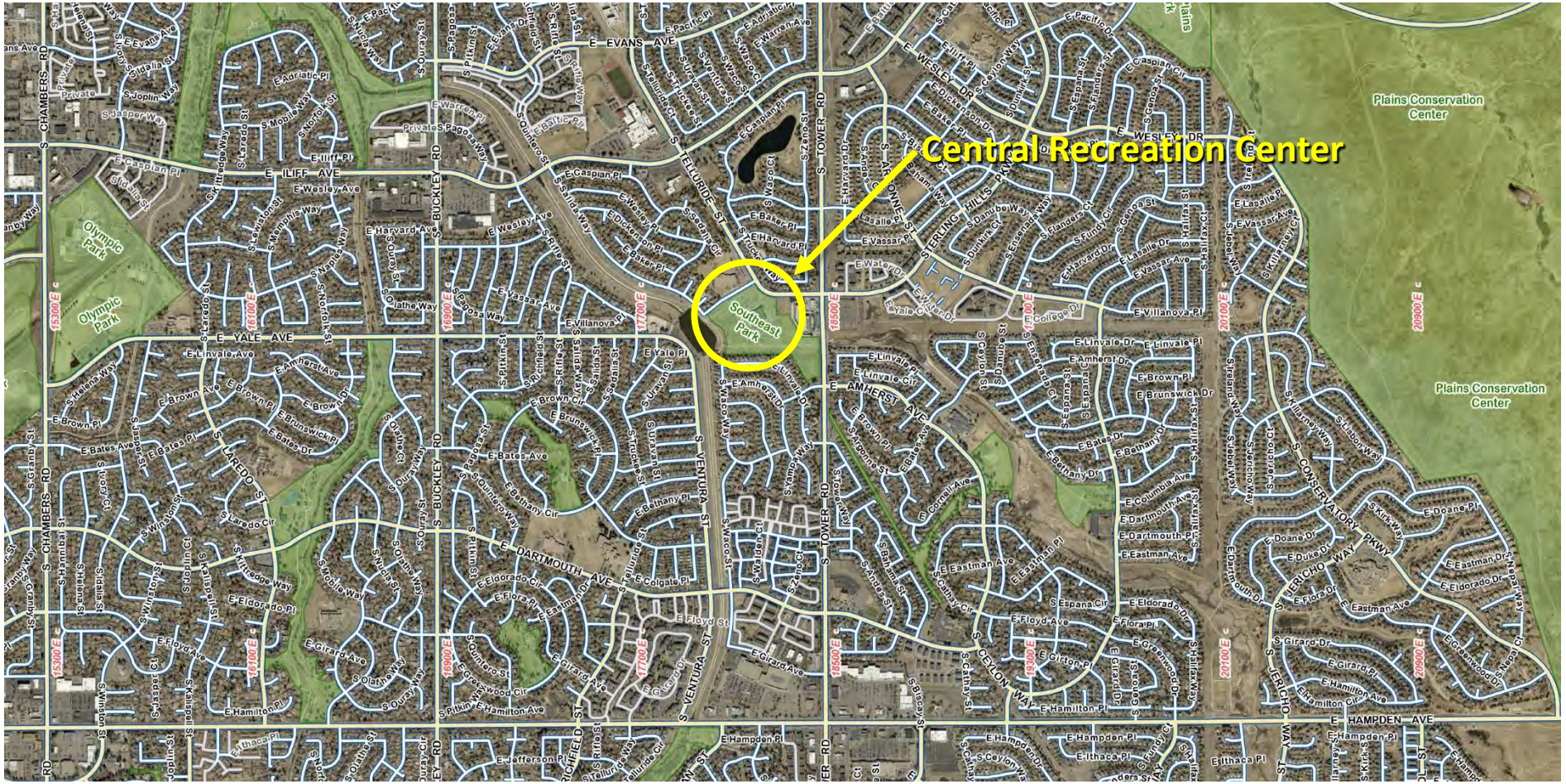
Master Plan Criteria for Approval:

- ☑ Site design appropriately provides for designated uses.
- ☑ Uses are compatible with or adequately buffered from adjacent uses.
- ☑ Design adequately addresses concerns of adjacent property owners.
- ☑ Access into and within the site is adequate to support proposed transportation modes and uses.
- ☑ On-site parking for bicycles and motor vehicles is adequate for proposes uses.
- ☑ Life safety issues are adequately addressed.
- ☑ Architectural theme or concepts of buildings are appropriate for uses.
- ☑ Height is limited to fifty feet (50') for structures and ninety feet (90') for field or court light poles.
- ☑ Detail of plan is adequate to evaluate support of uses specified.

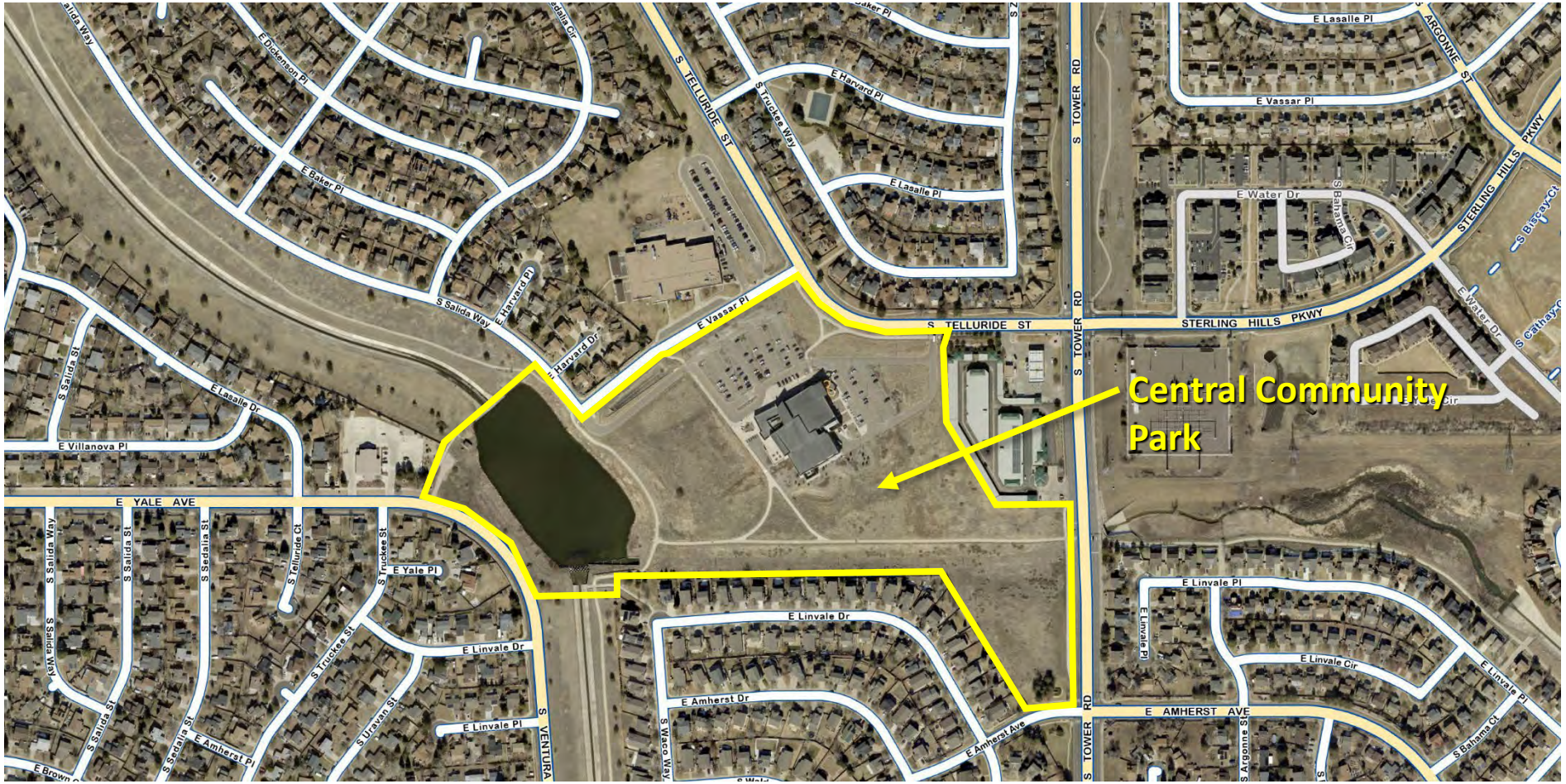
**PROS Manual - Reference section: 7.2.A.2.i*



Central Community Park
Context Map



Central Community Park
Site Location



PUBLIC OUTREACH

Engage Aurora Page: www.engageaurora.org/centralpark

Mailing List: 7,177 addresses (1-mile radius), 42 Neighborhood Groups/HOAs (2-mile radius)

- Public Meeting No. 1 - April 21, 2022 - 30 Attendees
  - Post Meeting Survey – April 21 through May 15, 2022
  - 78 Responses
- Public Meeting No. 2 - May 7, 2024 - 54 Attendees
  - Post Meeting Survey – May 7 through June 21, 2024
  - 55 Responses
- Public Meeting No. 3 - November 7, 2024 - 24 Attendees
  - Post Meeting Survey – November 7 through December 6, 2024
  - 39 Responses

PUBLIC MEETING NO. 1

- PD&C noted at the meeting that the following items would be part of the master plan:
  - Shelter(s), plumbed restroom, and a playground

Highlights from the Meetings and Surveys:

- Public Meeting No. 1 - April 21, 2022 - 30 Attendees
  - Post Meeting Survey – April 21 through May 15, 2022 - 78 Responses
  - Preferred (meeting): skatepark, courts, pickleball courts, picnic area(s)
  - Preferred (survey): dog park, picnic area(s), fitness area, bouldering area
  - Not Preferred (survey): skatepark, baseball/softball field, dog park, basketball
- Public expressed a desire to keep the pond. It was explained that the pond would be removed and that it was an Aurora Water decision. The area would be incorporated into part of a ‘natural area’ as part of the park.

PUBLIC MEETING NO. 2

- PD&C noted at the meeting that the following items would be part of the master plan:
  - Shelter(s), plumbed restroom, and a playground

Highlights from the Meetings and Surveys:

- Public Meeting No. 2 - May 7, 2024 - 54 Attendees
- Post Meeting Survey – May 7 through June 21, 2024 - 75 Responses
  - Two Concepts Presented: Concept B was the most preferred
    - 59 selected either A, B, or Both, 15 selected Neither
  - Preferred (survey): bouldering area, sports courts, playground, bluegrass play area
  - Not Preferred (survey): sport courts, bouldering area, bluegrass play area
- Public continues to express the desire to keep the pond. Citizens are understanding the issues with the pond and why it will go away.

PUBLIC MEETING NO. 3

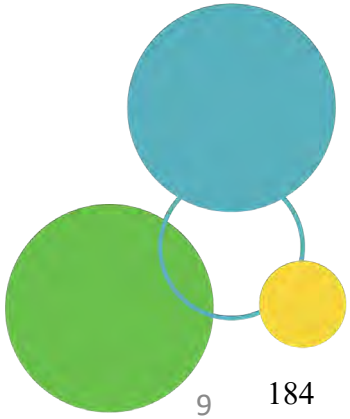
- PD&C noted at the meeting that the following items would be part of the master plan:
  - Shelter(s), plumbed restroom, and a playground

Highlights from the Meetings and Surveys:

- Public Meeting No. 3 - November 7, 2024 - 24 Attendees
- Post Meeting Survey – November 7 through December 6, 2024 - 39 Responses
  - Top 3 Items Households Preferred Amenities:
    - Trails
    - Playground area
    - Natural area

56% of respondents said the master plan meets the recreational needs of the neighborhood

Majority of public is okay with the proposed replacement of the pond with a natural stream area/wetland area with small pools of water.



Central Community Park Proposed Master Plan



Central Community Park Proposed Master Plan



Central Community Park Proposed Master Plan



Central Community Park Proposed Master Plan



Provided by Architerra Group

Central Community Park Proposed Master Plan



Provided by Architerra Group

Central Community Park Proposed Master Plan



Provided by Architerra Group

Central Community Park Proposed Master Plan



Provided by Architerra Group

Central Community Park Proposed Master Plan



Provided by Architerra Group

Central Community Park Proposed Master Plan



Provided by Architerra Group

Central Community Park Proposed Master Plan



Provided by Architerra Group

Central Community Park Proposed Master Plan

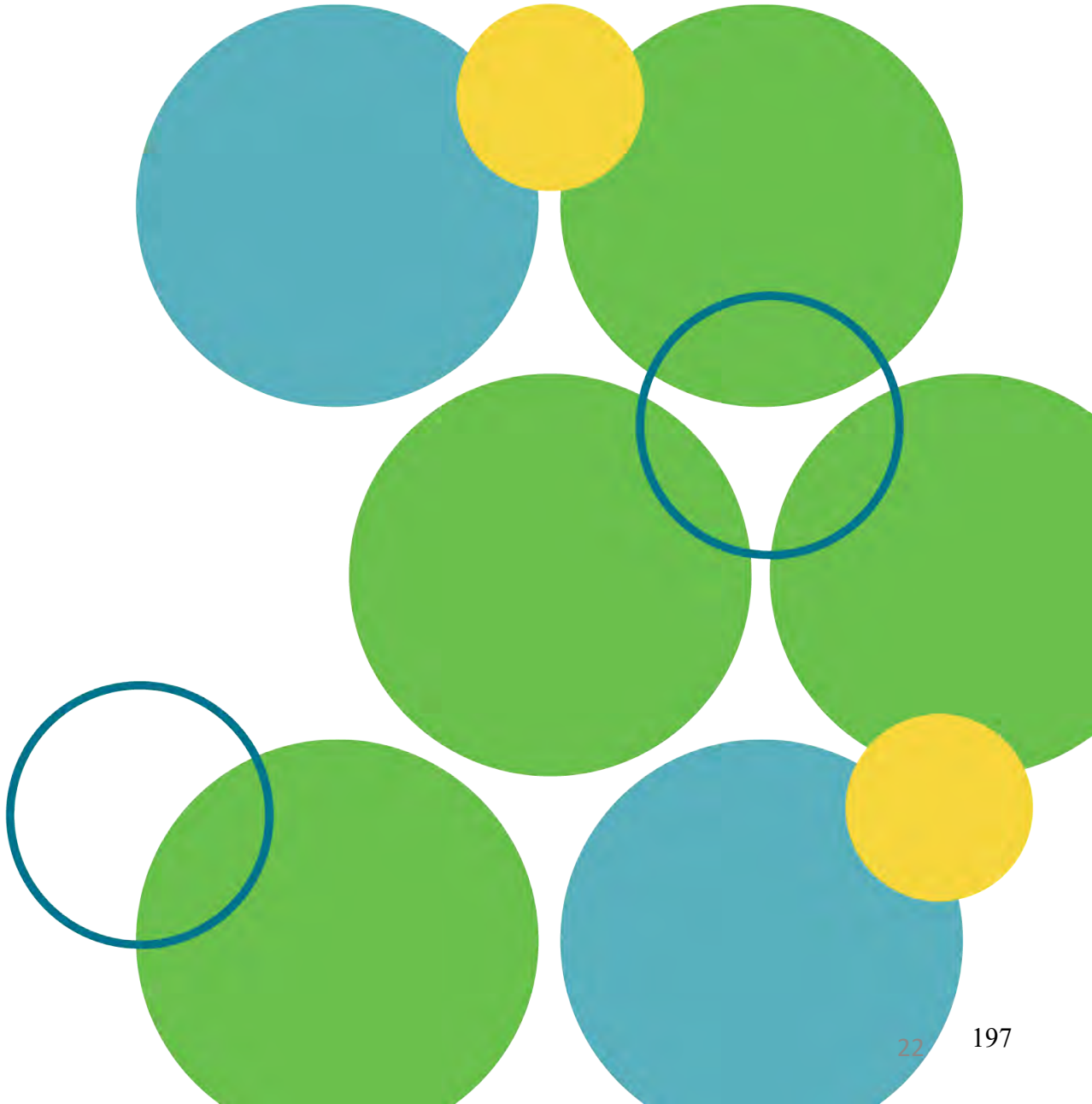


Provided by Architerra Group

Approval Process

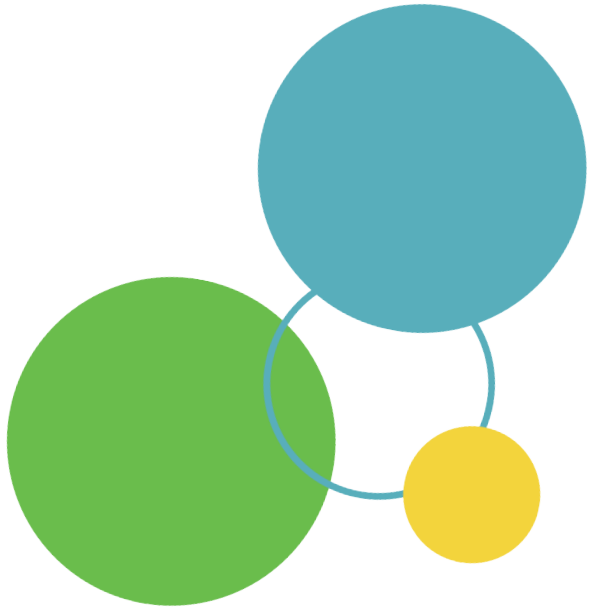
- ☑ 3/5/2025 - Parks & Recreation Advisory Board
  - Public Hearing
  - Advisory Opinion
- ☑ 3/12/2025 – Planning & Zoning Commission
  - Advisory Opinion
- ❑ 3/27/2025 – PFQL Meeting
  - Approval for City Council Consideration
- ❑ 4/7/2025 – Study Session
  - Approval for City Council Consideration
- ❑ 4/21/2025 – Final City Council Approval

Questions & Comments?



Question for Consideration

Does the Policy Committee wish to recommend approval of the Central Community Park Master Plan, sending the plan to City Council for consideration?



RESOLUTION NO. R2025- ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL'S APPROVAL OF THE CENTRAL COMMUNITY PARK MASTER PLAN

WHEREAS, the Parks, Recreation and Open Space Department ("PROS") strives to promote good civic design and arrangement that improves the layout, form, and relationship between sites, buildings, lots, natural features, parks and open space, and community facilities; and

WHEREAS, public land shall be dedicated to providing parks and open space to serve the residents of the City of Aurora; and

WHEREAS, PROS determined during the planning of the Central Recreation Center that a park would be included after the recreation center was built; and

WHEREAS, the Central Community Park is adjacent to the Central Recreation Center and will enhance the community facility and the recreational use of the area; and

WHEREAS, the PROS *Dedication and Development Criteria Manual* establishes master plan and master plan amendment criteria; and

WHEREAS, the Central Community Park Master Plan complies with the requirements of the PROS *Dedication and Development Criteria Manual*; and

WHEREAS, PROS held three public meetings and conducted three public input surveys to gather citizen input for the Central Community Park Master Plan amenities; and

WHEREAS, with the public input, PROS developed the Central Community Park Master Plan; and

WHEREAS, the Central Community Park Master Plan has been approved by the PROS acting Director and forwarded to the Parks and Recreation Advisory Board for a public hearing; and

WHEREAS, the Parks and Recreation Advisory Board conducted a public hearing on March 5, 2025, pertaining to the Central Community Park Master Plan, and the Commission approved the plan; and

WHEREAS, the Planning Director reviewed the Central Community Park Master Plan and forwarded a recommendation to the Planning and Zoning Commission; and

WHEREAS, the Planning and Zoning Commission conducted a public hearing on March 26, 2025, and approved the Central Community Park Master Plan.

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

Section 1. The Aurora City Council approves of the Central Community Park Master Plan.

Section 2. All resolutions or parts of resolutions of the City in conflict herewith are hereby rescinded.

RESOLVED AND PASSED this _____ day of _____, 2025.

_____
MIKE COFFMAN, Mayor

ATTEST:

_____
KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

PETER A. SCHULTE, CITY ATTORNEY

By: _____
TIM JOYCE, Assistant City Attorney

CITY OF AURORA
Council Agenda Commentary

Item Title: First Amendment to the Strontia Springs Deep Sediment Removal Intergovernmental Agreement (IGA)
Item Initiator: Mathew Allsopp, Source of Supply Superintendent, Aurora Water
Staff Source/Legal Source: Mathew Allsopp, Source of Supply Superintendent, Aurora Water / Ian Best, Asst. 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: N/A

Regular Meeting: 8/11/2025

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

Item requires a Public Hearing: ☐ Yes ☒ No

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

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

R2025-85 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL'S SUPPORT OF THE FIRST AMENDMENT TO AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF AURORA, COLORADO, ACTING BY AND THROUGH ITS UTILITY ENTERPRISE AND THE CITY AND COUNTY OF DENVER REGARDING THE STRONTIA SPRINGS DAM DEEP SEDIMENT REMOVAL PROJECT
Mathew Allsopp, Source of Supply Superintendent, Aurora Water / Ian Best, Assistant City Attorney

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

☐ Approve Item and Move Forward to Study Session

☐ Approve Item and Move Forward to Regular Meeting

☐ Information Only

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

☐ Approve Item as Proposed at Policy Committee

☐ Approve Item as Proposed at Study Session

☒ Approve Item as Proposed at Regular Meeting

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Water Policy

Policy Committee Date: 7/16/2025

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

☒ Recommends Approval

☐ Does Not Recommend Approval

☐ Forwarded Without Recommendation

☐ Minutes Not Available

☒ Minutes Attached

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

On October 10, 1979, an agreement was signed between the City of Aurora and the City and County of Denver regarding operations and maintenance of Strontia Springs Dam and Reservoir.

On October 11, 1983, an agreement was signed between the City of Aurora and the City and County of Denver regarding operations of Strontia Springs Dam and Reservoir named the Foothills Intergovernmental Agreement.

On March 12, 2008, the first amendment to the Foothills Intergovernmental Agreement was executed between the City of Aurora and the City and County of Denver regarding capital expenditures over $100,000.00.

On November 18, 2010, the Water Policy Committee supported moving an Intergovernmental Agreement between the City of Aurora and the City and County of Denver for the Strontia Springs Reservoir Dredging Project forward to Study Session.

On December 20, 2010, the City Council approved an Intergovernmental Agreement between the City of Aurora and the City and County of Denver for the Strontia Springs Reservoir Dredging Project as item 10a.

On February 27, 2017, the City Council approved a resolution supporting the Revised Foothills Intergovernmental Agreement between the City and County of Denver and the City of Aurora regarding operations of Strontia Springs Dam and Reservoir regarding and increase in capital expenditures from $100,000.00 up to $250,000.00 as item 10c.

On September 18, 2024, the Water Policy Committee supported moving an Intergovernmental Agreement between the City of Aurora and the City and County of Denver for the Strontia Springs Deep Sediment Removal project.

On October 14, 2024, the City Council approved an Intergovernmental Agreement between the City of Aurora and the City and County of Denver for the Strontia Springs Deep Sediment Removal project as item 11a2.

On July 16, 2025, the Water Policy Committee supported moving the First Amendment to an Intergovernmental Agreement between the City of Aurora and the City and County of Denver for the Strontia Springs Deep Sediment Removal project forward to the August 11, 2025 Council meeting.

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

Strontia Springs Reservoir is owned and operated by the Denver Board of Water Commissioners (Denver Water). Under the Foothills Intergovernmental Agreement, Aurora Water holds 700 acre-feet of storage capacity in the reservoir. Aurora Water and Denver Water are operating partners in the Strontia Springs facility per the Foothills Intergovernmental Agreement under which Denver is responsible for 84.27% and Aurora 15.73% of the operating and maintenance (O&M) costs.

The Deep Sediment Removal Project aims to remove up to 10,000 cubic yards of sediment from the base of Strontia Springs dam to extend the operational life of the facility and consists of two phases. Phase 1 is alternatives analysis, design, permitting, and coordination with a Design Assist Contractor (DAC). Phase 2 is construction, construction management, and project management. In August 2022, the Board contracted with Anchor QEA (Contract #505333) to complete Phase 1 in the amount of $434,561.00. The DAC contract is separate and contracted with Ballard Marine Construction in the amount of $23,390.00 (Contract #505377). As part of the Board's internal budget process in 2022, it allocated $250,000.00 for "Strontia Sediment Study" and included this in budget estimates provided to Aurora. Actual spending in 2022 totaled $228,661.00. These funds were billed and paid using the standard quarterly billing process between the Parties. Additional funds were spent during

Phase 1 in 2023 and billed under standard quarterly billing in the amount of $233,974.00. Phase 1 of the project began in 2024 with plans for Phase 2 to begin in 2025-2026. The estimated total Project cost of this Intergovernmental Agreement (IGA) was $8,674,242.00. The total obligation of Aurora under this IGA was not to exceed $1,364,458.00.

During Phase 1 of the sediment removal project design, a more efficient and potentially cost-saving method—facilitated flushing—was identified. This method would utilize the dam's Emergency Reservoir Drain System (ERDS) to mobilize sediment to downstream locations where it can be more easily and economically removed. In addition to lowering costs, this approach may also reduce environmental impacts compared to the originally planned mechanical removal process.

However, implementing facilitated flushing requires an individual permit from the U.S. Army Corps of Engineers (USACE). Early coordination with the USACE suggests that the permitting process may be lengthy and complex, with no guarantee of approval. Considering this, the proposed amendment to the existing agreement includes pursuing the USACE permit, with the intent to begin facilitated flushing in 2026, pending approval.

If the USACE permit is not granted, the project will default to the original mechanical sediment removal plan, with construction anticipated in 2029−2030. To allow for this potential change in project method and schedule, the agreement completion date is proposed to be extended to May 1, 2030.

Project Costs and Potential Savings:
- Original Deep Sediment Project Cost (AW share): $1,364,458.00

Facilitated Flushing Project Estimates:
- 2025: $115,453.00 | AW Share: $18,161.00 (15.73%)
- 2026: $2,000,000.00 | AW Share: $314,600.00 (15.73%)

Potential Savings for AW: $1,031,697.00

(Note: Savings are contingent on permit approval and may change if the USACE imposes additional requirements that affect project scope or cost.)

FISCAL IMPACT

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

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

REVENUE IMPACT

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

N/A

BUDGETED EXPENDITURE IMPACT

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

Funding in the amount of $332,761 (2025- $18,161.00; 2026- $314,600.00) is available in the Water Fund operating budget.

ORG: 52004 (Transf&OtherRequire-Water)
Account: 63500 (Purchased Water/Storage)

NON-BUDGETED EXPENDITURE IMPACT

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

N/A

WORKLOAD IMPACT

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

N/A

QUESTIONS FOR COUNCIL

Does the City Council SUPPORT A RESOLUTION for the First Amendment to an Intergovernmental Agreement between the City of Aurora, Colorado, acting by and through its Utility Enterprise, and the City and County of Denver regarding the Strontia Springs Dam Deep Sediment Removal project?

LEGAL COMMENTS

The City is authorized to cooperate and contract with any political subdivision of the State of Colorado, to provide any function, service, or facility lawfully authorized to each of the contracting or cooperating units of government (Article XIV of the Colorado Constitution and C.R.S. 29-1-203). The City Charter authorizes the City by resolution to enter into contracts or agreements with other governmental units, including special districts, for the joint use of buildings, equipment or facilities or for furnishing or receiving commodities and services. (Charter Section 10-12). (Best)

RESOLUTION NO. R2025- ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL'S SUPPORT OF THE FIRST AMENDMENT TO AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF AURORA, COLORADO, ACTING BY AND THROUGH ITS UTILITY ENTERPRISE AND THE CITY AND COUNTY OF DENVER REGARDING THE STRONTIA SPRINGS DAM DEEP SEDIMENT REMOVAL PROJECT

WHEREAS, the City and County of Denver, acting by and through its Board of Water Commissioners ("Denver") and the City of Aurora, acting by and through its utility enterprise ("Aurora") entered into the Foothills Agreement dated October 10, 1979, that addresses, among other things, the joint financial responsibility for the operation and maintenance of the Strontia Springs Reservoir ("Reservoir") and its associated infrastructure; and

WHEREAS, the parties entered into Foothills Agreement No. 07804A dated October 11, 1983 and revised April 12, 2017 ("Foothills Agreement"), that addressed each party's responsibility regarding the continued operation and maintenance of the Reservoir; and

WHEREAS, the Foothills Agreement describes the cost sharing by the parties for Denver's maintenance of the Reservoir; and

WHEREAS, Denver is working on an extended program of work that will be known as the Strontia Springs Deep Sediment Removal Project ("the Project") and has met with Aurora staff to familiarize them with the Program; and

WHEREAS, pursuant to the Foothills Agreement the parties have entered into an Intergovernmental Agreement regarding the Project, and now wish to amend that Intergovernmental Agreement to allow Denver to pursue a facilitated flushing permit from the United Stated Army Corp of Engineers; and

WHEREAS, the financial contribution from Aurora for the Project shall not increase due to pursuit of this permit, however, the timeline of the overall Project may be extended to May 2030; and

WHEREAS, the Program is beneficial to the health, safety, and welfare of the people of the Aurora; and

WHEREAS, Aurora is authorized, pursuant to Article XIV of the Colorado Constitution and Section 29-1-203 of the Colorado Revised Statutes, to cooperate and contract with any political subdivision of the State of Colorado, to provide any function, service, or facility lawfully authorized to each of the contracting or cooperating units of government. Governments are specifically authorized by C.R.S. § 31-35-402(1)(h) to enter into agreements for planning, construction and operation of water facilities; and

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

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

Section 1. The First Amendment to the Strontia Springs Dam Deep Sediment Removal Project Intergovernmental Agreement between Aurora and Denver is hereby approved.

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

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

RESOLVED AND PASSED this _____ day of _____, 2025.

_____
MIKE COFFMAN, Mayor

ATTEST:

_____
KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:
PETE A. SCHULTE

RLA
Ian J Best
_____
By: IAN BEST, Assistant City Attorney

FIRST AMENDMENT TO AGREEMENT NO. 506176: STRONTIA SPRINGS DAM DEEP SEDIMENT REMOVAL PROJECT

THIS AMENDMENT to Agreement No. 506176 ("Amendment") is made and entered into between the City of Aurora, Colorado, a home rule municipal corporation of the counties of Adams, Arapahoe and Douglas acting by and through its Utility Enterprise ("Aurora") and the City and County of Denver, acting by and through its Board of Water Commissioners ("Board"), a municipal corporation of the State of Colorado whose address is 1600 W. 12th Avenue, Denver, Colorado 80204.

WHEREAS, the parties entered into Agreement No. 506176 dated 30th of October 2024 ("Agreement"), and wish to amend it; and

WHEREAS, during Phase 1 of the design for the sediment removal project a more desirable, and efficient alternative method for sediment removal was identified. Facilitated flushing would mechanically assist movement of sediment through Strontia Springs Dam Emergency Reservoir Drain System ("ERDS") to downstream areas easier to access and remove the sediment. Permitting of this type of activity requires coordination with the United States Army Corp of Engineers ("USACE"). Preliminary coordination with USACE identified that the permitting process would involve approval of an individual permit which could take significant time to process necessitating a delay of the original deep sediment removal project scope. There is a risk that the permit will not be approved by USACE and the original plan for mechanical removal at the reservoir would be the only viable option. Therefore, the Agreement needs to be extended to allow more time to complete the Work.

NOW, THEREFORE, the parties agree as follows:

1. The Agreement will be amended to add the following additional Work:
   a. Seeking an individual permit for facilitated flushing from USACE with the goal of commencing facilitated flushing in 2026.
   b. If the permit is not granted by USACE, proceed with the original mechanical removal project scope with construction commencing in 2029-2030.
   c. The Board shall invoice Aurora quarterly (calendar) for reimbursement of Aurora's cost share portion of the project based on actual expense incurred by the Board for the billing period. Billing will be issued by the Board and delivered to Aurora within 30 calendar days of the billing quarter end. Such invoice shall be separate from any operations and maintenance cost share invoice of the Foothills Agreement. Upon Aurora's request, the Board shall provide reasonable documentation detailing the nature of work performed or the materials provided including time and materials provided by the Board, along with documentation of actual costs incurred by each party."
   d. The date for completion of Work under the Agreement is extended to May 1st, 2030.

2. Except as specifically amended in this Amendment and any previous amendments, the Agreement shall remain in full force and effect. The effective date of this Amendment is the date it is executed by the appropriate representative of the Board.

CITY AND COUNTY OF DENVER,
acting by and through its
BOARD OF WATER COMMISSIONERS

APPROVED:

By: _____
Robert Mahoney, Director of Engineering.

By: _____
Alan Salazar, CEO/Manager

DATE: _____

REGISTERED AND COUNTERSIGNED:
CITY AND COUNTY OF DENVER

APPROVED AS TO FORM:

By: _____
Office of General Counsel

By: _____
Timothy M. O'Brien, CPA
Auditor

City of Aurora, Colorado
acting by and through its
Utility Enterprise

_____ _____
Mike Coffman, Mayor Date

Attest:

_____ _____
Kadee Rodriguez, City Clerk Date

Approved as to form for Aurora:

Ian J Best 5/6/2025 25012413
Ian Best, Assistant City Attorney Date ACS #

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Intergovernmental Agreement regarding the
Strontia Springs Dam Deep Sediment Removal Project

This Intergovernmental Agreement ("IGA") is entered into this 30th day of October, 2024, between the City and County of Denver, a municipal corporation of the State of Colorado, acting by and through its Board of Water Commissioners ("Board") and the City of Aurora, Colorado a home rule municipal corporation of the counties of Adams, Arapahoe and Douglas acting by and through its Utility Enterprise ("Aurora").

Recitals

WHEREAS, the Board and Aurora ("Parties") entered into the Foothills Agreement dated October 10, 1979, that addresses, among other things, the joint financial responsibility for the operation and maintenance of the Strontia Springs Reservoir ("Reservoir") and its associated infrastructure; and

WHEREAS, the Parties entered into Foothills Agreement No. 07804A dated October 11, 1983 and revised April 12, 2017 ("Foothills Agreement"), that addressed each Party's responsibility regarding the continued operation and maintenance of the Reservoir, and

WHEREAS, the Foothills Agreement describes the cost sharing by the Parties for the Board's maintenance of the Reservoir; and

WHEREAS, the Board is preparing to enter into an extended program of work that will be known as the Strontia Springs Deep Sediment Removal Project, referred to as "the Project", and has met and conversed with Aurora staff to familiarize them with the Project; and

WHEREAS, the magnitude of the anticipated cost of the Project warrants a separate agreement to define the responsibilities of the Parties during the Project per the Foothills Agreement; and

WHEREAS Colorado law, C.R.S. § 29-1-201 et seq., authorizes and encourages local governments to contract with one another to provide any function, service, or facility, including the sharing of costs. Governments are specifically authorized by C.R.S. § 31-35-402(1)(h) to enter into agreements for planning, construction and operation of water facilities. The Parties to this IGA are political subdivisions of the State of Colorado, and each is authorized to acquire water rights and infrastructure and to operate and maintain water facilities. Additionally, on February 12, 2020, the Board authorized its CEO/ Manager to enter into this cost sharing IGA with Aurora on behalf of the Board.

NOW THEREFORE, Aurora and the Board agree as follows.

Article I

1.1 The Project. The Deep Sediment Removal Project aims to remove up to 10,000 cubic yards of sediment from the base of Strontia Springs dam to extend the operational life of the facility and consists of two phases. Phase 1 is alternatives analysis, design, permitting, and coordination with a Design Assist Contractor (DAC). Phase 2 is construction, construction management, and project management. In August 2022, the Board contracted with Anchor QEA (Contract #505333) to complete Phases 1 in the amount of $434,561. The DAC contract is separate and with Ballard Marine Construction in the amount of $23,390 (Contract #505377). As part of the Board's internal budget

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process in 2022, it allocated $250,000 for "Strontia Sediment Study" and included this in budget estimates provided to Aurora. Actual spending in 2022 totaled $228,661. These funds were billed and paid using the standard quarterly billing process between the Parties. Additional funds were spent during Phase 1 in 2023 and billed under standard quarterly billing in the amount of $233,974. Due to the complexity of the water quality mitigation efforts required to execute the project, and changes in project schedule, Phase 1 will continue in 2024 and move to Phase 2 in 2025-2026. Additional expenditures for Phases 1 & 2 are planned for 2024 ($186,607), 2025 ($7,525,000) and 2026 ($500,000).

1.2 Project Cost. The estimated total Project cost for of the date of this IGA is $8,674,242. Aurora has already paid for work completed in 2022 ($228,661) and 2023 ($233,974) using standard quarterly billing. Additional costs in 2024, 2025 and 2026 for Phase 1 and 2 is generally outlined in the attached Exhibit A. The Board agrees to consult with the Aurora representative if the cost of any item detailed in Exhibits A exceeds the estimate by ten percent (10%) or more, or if unforeseen conditions may require additional work and/or expenses reasonably expected to exceed the estimate by ten percent (10%) or more. The total obligation of Aurora under this IGA shall not exceed $1,364,458 without further amendment.

1.3 Allocation of Financial Responsibilities. The Board and Aurora agree that the general cost share allocation of 84.27% to Denver, and 15.73% to Aurora established in the Foothills Agreement shall be applied to the Project costs. The total obligation of Aurora under this IGA shall not exceed the amount established in the preceding paragraph without further amendment. In the event any portion of the Project relates primarily to the hydroelectric facilities, and therefore benefits the Board and not Aurora, a mutually agreed upon amount (to be determined once pricing information is available) will not be included in the calculation of Aurora's 15.73% cost share and will not be reimbursed by Aurora.

1.4 Board Responsibilities. The Board shall be responsible for the following obligations in connection with the Project:

(a) The Board shall contract for and manage the design and construction of all elements of the Project. Aurora shall be named as an additional insured on all insurance policies that the Board requires of the consultants and contractors it engages for the Project.

(b) The Board shall designate a person (Project Manager) responsible for the day-to-day management of the Project.

(c) The Board shall require that a detailed cost estimate for any changes or unforeseen expenses of the Project as described in Paragraph 1.2 be prepared by its contractors and shall provide such estimate to Aurora for review within seven (7) days of receipt from the contractor or as much time as otherwise reasonably possible.

(d) The Board shall require that any contractor engaged in work on the Project implement reasonable measures to protect Denver and Aurora water quality in the Reservoir.

(e) During the term of the Project the Board shall ensure that Aurora staff will have access to Aurora intake and diversion facilities in the Project area at all times.

(f) The Board shall provide Aurora copies of all Project documents including detailed accounting

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for all Project payments, schedule changes, and Project cost accounting.

(g) The Board shall invoice Aurora quarterly for reimbursement of Aurora's cost share portion of the Project. Such invoice shall he separate from any operations and maintenance cost share invoice of the Foothills Agreement and shall include reasonable documentation detailing the nature of the work performed or the materials provided including time and materials provided by the Board, and the amount billed and documenting the actual cost incurred by each Party.

1.5 Aurora Responsibilities. Aurora shall be responsible for the following obligations in connection with the Project:

(a) Aurora shall designate an individual ("Project Representative") to be responsible for representing Aurora in coordinating the Project with the Board's Project Manager.

(b) Aurora shall fund a share of the contingency and design costs based on its proportional share (as set forth in this Agreement) of the estimated Project cost.

(c) Aurora shall reimburse the Board for all agreed-to amounts owed and invoiced through quarterly installment payments as described in the Foothills Agreement.

Article II

2.1 Denver Charter Provisions. This IGA is made under and conformable to Article X of the Charter of the City and County of Denver, which controls the operation of the Denver Municipal Water System. Insofar as applicable, the Charter Provisions are incorporated herein and made a part hereof and shall supersede any apparently conflicting provisions otherwise contained in this IGA.

2.2 Aurora Charter Provisions. This IGA is made under authority of § 10-12 of the Charter of the City of Aurora, which grants Council authority, hy resolution, to enter into contracts or agreements with other governmental units or special districts for the joint use of buildings, equipment or facilities, and for furnishing or receiving commodities or services.

2.2.1 Obligation of Aurora.

2.2.1.1 This Agreement shall never constitute a general obligation or other indebtedness of the City (the "City"), or a multiple fiscal year direct or indirect debt or other financial obligation whatsoever of the City within the meaning of the Constitution and laws of the State of Colorado or of the Charter and ordinances of the City.

2.2.1.2 In the event of a default by City's Utility Enterprise of any of its obligations under this Agreement, Board shall have no recourse for any amounts owed to it against any funds or revenues of the City except for those revenues derived from rates, fees or charges for the services furnished by, or the direct or indirect use of, the Water System and deposited in the Water Enterprise Fund, as the terms "Water System" and "Water Enterprise Fund" are defined in City Ordinance No. 2003-18, and then only after the payment of all operation and maintenance expenses of the Water system and all debt service and reserve requirements of

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any bonds, notes or other financial obligations of the Utility Enterprise secured by a pledge of the net revenues of the Water Enterprise Fund. Notwithstanding any language herein to the contrary, nothing in this Agreement shall be construed as creating a lien upon any revenues of the Utility Enterprise or the City.

2.2.2 Non-Appropriation. The Parties acknowledge and understand that any financial obligations of Aurora payable after the current fiscal year are contingent upon funds for that purpose being budgeted and appropriated by the Aurora City Council. Accordingly, should the Aurora City Council exercise its right not to appropriate funds for any fiscal year sufficient for the continued performance by Aurora of its obligations under this Agreement, this Agreement shall terminate at the close of the fiscal year for which funds were last appropriated without penalty or recourse to Aurora.

2.3 No Assignment. No right or obligation hereunder shall be assigned by either party. Any such assignment shall be void.

2.4 Waiver. No party shall waive its rights hereunder by failing to exercise its rights; any such failure shall not affect the right of such party to exercise at some future time the rights not previously exercised.

2.5 Remedies. None of the remedies provided for under this IGA need to be exhausted or exercised as a prerequisite to either party's pursuit of further relief to which it may be entitled.

2.6 No Exclusive Right. Nothing in this IGA shall be construed as a grant by either party of any exclusive right or privilege.

2.7 Term of IGA. This IGA shall remain in force until the completion of the Project, including payment of all obligations as described herein.

2.8 Notices. The Parties' representatives, to accept or give any request, approval, notice or the like provided for by this IGA shall be as follows. Where written notice is required, either mailed or faxed notices will be acceptable.

Robert Mahoney, Director of Engineering
Denver Water
1600 W. 12th Avenue
Denver, CO 80204-3412
Robert.Mahoney@denverwater.org

Marshall Brown, General Manager
City of Aurora, Aurora Water
26791 E. Quincy Ave.
Aurora, Colorado 80016
mbrown@auroragov.org

With copy to:
The City of Aurora
Attn: City Attorney

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15151 E Alameda Parkway, Ste 5300
Aurora, CO 80012

2.9 Representatives.

The Board's Project Manager shall be:
Erin Gleason, Engineer
Denver Water
1600 W. 12th Avenue
Denver, CO 80204-3412
erin.gleason@denverwater.org

Aurora's representative for coordination with the Board's Project Manager shall be:
Mathew Allsopp, Source of Supply Superintendent
City of Aurora, Aurora Water
26791 E. Quincy Ave.
Aurora, Colorado 80016
303-739-7990

2.10 Integration. Aurora and the Board agree that this IGA shall be construed and enforced to supplement the Foothills Agreement for the purpose of completion of the Project. Any conflict between this IGA and the Foothills Agreement shall be controlled by the terms and conditions of this IGA. The provisions of the Foothills Agreement remain in full force and effect.

In witness whereof, Aurora and the Board have executed this Intergovernmental Agreement.

CITY AND COUNTY OF DENVER
ACTING BY AND THROUGH ITS
BOARD OF WATER COMMISSIONERS

DocuSigned by:
Alan Salazar
Alan Salazar, CEO/ Manager

11/13/2024
Date

REGISTERED AND COUNTERSIGNED:
CITY AND COUNTY OF DENVER

By: Signed by: Timothy M. O'Brien
Timothy M. O'Brien, CPA
Auditor

11/17/2024
Date

Initial: JAM

APPROVED

DocuSigned by:
Robert Mahoney
FB8A4B37EBF8416...

Robert Mahoney

11/7/2024

Docusign Envelope ID: 16D52D54-7D94-43C2-B882-5C80525202DF

Director of Engineering (Signature)	Print Name	Date

APPROVED AS TO FORM

Signed by:
Kristi Riegle
Office of General Counsel (Signature)

Kristi Riegle	11/7/2024
Print Name	Date

CITY OF AURORA, COLORADO,
ACTING BY AND THROUGH ITS
UTILITY ENTERPRISE

Michael Coffman, Mayor

10/24/24
Date

ATTEST:

Kadee Rodriguez, City Clerk

10-24-24
Date

APPROVED AS TO FORM FOR AURORA:

Ian Best, Assistant City Attorney

9/03/2024
Date

24034339
ACS #

STATE OF COLORADO)
) ss
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 30th day of October, 2024, by MIKE COFFMAN Mayor, acting on behalf of the Utility Enterprise of the City of Aurora, Colorado.

Witness my hand and official seal.

Notary Public

My commission expires: 2-24-2027

(SEAL)

MARIA CHRISTINA HULL
NOTARY PUBLIC - STATE OF COLORADO
NOTARY ID 20234007439
MY COMMISSION EXPIRES FEB 24, 2027

f. Consideration to award a COMPETITIVELY BID CONTRACT to RoadSafe Traffic Systems, Inc., Denver, Colorado, in the amount of $107,811.75 for bicycle lanes that will connect nine Aurora schools. B-5244A STAFF SOURCE: Karen Hancock, Environmental Program Supervisor, Planning & Development Services

APPROVED: 11-0 **RECONSIDERATION DATE: 01/10/2011**

g. Consideration to APPROVE THE PURCHASE of 40 Shares of Lupton Meadows Ditch Company Stock, 7.25 Shares of Lupton Bottom Ditch Company Stock and 19 Shares of Burlington Ditch, Reservoir and Land Company Stock for the amount of $7,474,250, by the City of Aurora, acting by and through its Utility Enterprise. STAFF SOURCE: Joe Stibrich, Deputy Director of Water Resources / Lisa Darling, South Platte Program Manager, Aurora Water

APPROVED: 10-1 Markert voting no **RECONSIDERATION DATE: 01/10/2011**

h Consideration to APPROVE A CARRIAGE AGREEMENT between the Lupton Bottom Ditch Company and the City of Aurora, acting by and through its Utility Enterprise. STAFF SOURCE: Joe Stibrich, Deputy Director of Water Resources / Lisa Darling, South Platte Program Manager, Aurora Water

APPROVED: 10-1 Markert voting no **RECONSIDERATION DATE: 01/10/2011**

Final Ordinances

♦ i. Consideration of an ORDINANCE FOR FINAL of the City Council, of the City of Aurora, Colorado, abolishing several special funds of the City, amending Ordinance Nos. 97-22 and 2004-65 regarding the designated revenues and Arapahoe County Open Space Funds, and amending Sections 66-36, 130-267, and 142-31 of the City Code - regarding the deposit of various city revenues, all for the purpose of complying with Statement No. 54 issued by the Governmental Accounting Standards Board. STAFF SOURCE: Jo Ann Giddings, Controller, Finance

APPROVED: 10-0 **ORDINANCE NO.: 2010-57**
RECONSIDERATION DATE: 01/10/2011 **EFFECTIVE DATE: 01/29/2011**

10. **RESOLUTIONS**

♦ a. Consideration to APPROVE A RESOLUTION of the City Council of the City of Aurora, Colorado approving an Intergovernmental Agreement between the City of Aurora, acting by and through its Utility Enterprise, and the City and County of Denver, acting by and through its Board of Water Commissioners for the Strontia Springs Reservoir Dredging Project. STAFF SOURCE: Dan Mikesell, Manager of Operations, Aurora Water

APPROVED: 10-0 **RESOLUTION NO.: R2010-73**
RECONSIDERATION DATE: 01/10/2011 **EFFECTIVE DATE: 12/20/2010**

♦ b. Consideration to APPROVE A RESOLUTION of the City Council of the City of Aurora, Colorado, establishing the 2011 Pay Plan for the City of Aurora, Colorado Career Service employees. STAFF SOURCE: Kin Shuman, Director, Human Resources

APPROVED: 10-0 **RESOLUTION NO.: R2010-74**
RECONSIDERATION DATE: 01/10/2011 **EFFECTIVE DATE: 12/20/2010**

♦ ***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.***

MINUTES

Regular Meeting – Aurora City Council
Monday, February 27, 2017

CALL TO ORDER – REGULAR MEETING

Mayor Hogan convened the regular meeting of City Council at 4:30 p.m.

ROLL CALL

PRESIDING:	Mayor Hogan
COUNCIL MEMBERS PRESENT:	Bergan, Berzins, Cleland, LeGare, Mounier, Peterson, Richardson, Roth
COUNCIL MEMBERS ABSENT:	Pierce
OFFICIALS PRESENT:	City Manager Noe, City Attorney Hyman, Assistant City Manager/City Clerk Napper
COUNCIL MEMBERS ARRIVING AFTER ROLL CALL:	Lawson

Assistant City Manager/City Clerk Janice Napper announced the proposed items for discussion at executive session.

CONSIDERATION TO RECESS FOR EXECUTIVE SESSION

Motion by Roth, second by Berzins, to recess for executive session.

Voting Aye: Mayor Hogan, Bergan, Berzins, Cleland, LeGare, Mounier, Peterson, Roth

Voting Nay: Richardson

Abstaining: Lawson

Per the City Attorney, 2/3 of the quorum present are necessary to recess for executive session, the executive session was recorded pursuant to the requirements of state law.

1. **RECONVENE REGULAR MEETING OF FEBRUARY 27, 2017 AND CALL TO ORDER**

Mayor Hogan reconvened the regular meeting of City Council at 7:30 p.m.

2. **ROLL CALL**

PRESIDING:	Mayor Hogan
COUNCIL MEMBERS PRESENT:	Bergan, Berzins, Cleland, Lawson, LeGare, Mounier, Peterson, Richardson, Roth
COUNCIL MEMBERS ABSENT:	Pierce
OFFICIALS PRESENT:	City Manager Noe, City Attorney Hyman, Assistant City Manager/City Clerk Napper

3. **INVOCATION** Deacon Michael Davis, Rising Star Missionary Baptist Church

4. **PLEDGE OF ALLEGIANCE TO THE FLAG** (all standing)

5. **APPROVAL OF THE MINUTES OF THE MEETING OF FEBRUARY 6, 2017**

Motion by Mounier, second by Roth, to approve the minutes of February 6, 2017 as presented.

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

Voting Aye: Mayor Hogan, Bergan, Berzins, Cleland, Lawson, LeGare, Mounier, Richardson, Roth

Abstained: Peterson

6. **CEREMONY**

None

7. **PUBLIC INVITED TO BE HEARD (non-agenda related issues only)**

Stephanie Puckett, Aurora, Colorado, discussed the recent death of her son, David, in the Olympic Park pond and questioned the purpose of the pond. She noted the pond was dangerous for the children in the neighborhood and those that attend the adjacent elementary school. She stated her intent to pursue turning the pond into a children's splash pad.

Mayor Hogan expressed condolences to Ms. Puckett on the loss of her son and stated Council Member Cleland had stated her intention to move forward with an amendment to the budget in that regard, noting Council would then consider it.

Council Member Cleland expressed appreciation to Ms. Puckett for her attendance and for speaking at the meeting.

Ian Hanson, Aurora, Colorado, discussed the recent net neutrality overturning with the new administration and setting up an internet company for the City to compete with Comcast and Qwest as a result.

Patricia Ferrero and Monica Martinez-Vargas, Aurora, Colorado, discussed environmental justice issues and multi-modal planning in the City.

8. **ADOPTION OF THE AGENDA**

The agenda was adopted as presented.

9. **CONSENT CALENDAR - 9a-g**

General Business

a. Consideration to AWARD A SOLE SOURCE CONTRACT to West Safety Solutions Corp. (formerly Intrado), Longmont, Colorado in the amount of $151,800.00 for annual maintenance and support for the City's 911 answering system in the main and backup communication centers through February 8, 2018. STAFF SOURCE: Aleta Jeffress, Director, Information Technology

Motion by Richardson, second by Roth, to approve item 9a.

Voting Aye: Mayor Hogan, Bergan, Berzins, Cleland, Lawson, LeGare, Mounier, Peterson, Richardson, Roth

b. Consideration to AWARD A SOLE SOURCE CONTRACT to Priority Dispatch, Salt Lake City, Utah in the amount of $69,962.00 for annual maintenance on the Dispatch Control Software System for the City's 911 Answering System in the main and backup communication centers through February 2018. STAFF SOURCE: Aleta Jeffress, Director, Information Technology

Council Member Cleland expressed concerns regarding a recent situation where 911 went down and 911 dispatchers were transported to another facility, noting she was not satisfied with the answers she received regarding a backup generator.

Scott Newman, Public Safety Subject Matter Expert, Information Technology, stated the Tallyn's Reach facility was protected by a generator and an uninterruptable power supply which was interrupted and caused the problem during that situation. He stated it was inline and would be between the generator and public service from Xcel, noting it would prevent any single point of failure and would keep equipment up and running while the generator cranked up. He confirmed a single component failed inside the UPS that caused the outage.

Council Member Cleland expressed concerns that this situation would happen again.

Michelle Wolfe, Deputy City Manager, stated the power outage was related to the UPS box and not the software. She discussed the many levels of backup systems and processes in place for an outage.

Motion by Cleland, second by Mounier, to approve item 9b.

Voting Aye: Mayor Hogan, Bergan, Berzins, Cleland, Lawson, LeGare, Mounier, Peterson, Richardson, Roth

c. Consideration to AWARD A SOLE SOURCE CONTRACT to Versaterm Systems, Scottsdale, Arizona in the amount of $256,235.00 for annual renewal of software maintenance on the Police Information Management, Mobile Report Entry and Crime Analysis Systems through March 2018. STAFF SOURCE: Aleta Jeffress, Director, Information Technology

Council Member Bergan asked if Versaterm Systems was the only company that could provide this service.

Scott Newman, Public Safety Subject Matter Expert, Information Technology, answered affirmatively, noting the company developed the software as well.

Council Member Bergan asked staff to speak to the ability of Public Safety to put in parameters for the software to bring up crime statistics to provide weekly reports. Mr. Newman did so, stating there were several platforms in the City that could do so. Council Member Bergan asked if this was the software that the City's police used to input data. Mr. Newman answered affirmatively. Council Member Bergan asked if a detailed report of the software's capability with regard to the types of reports that could be compiled could be provided. Mr. Newman stated reports could be provided from many sources, noting it depended on what specific information was being requested. Council Member Bergan stated her interest in driving information to gather and analyze the information.

Mr. Newman agreed to provide a report in that regard for Council's review.

Motion by Bergan, second by Roth, to approve item 9c.

Voting Aye: Mayor Hogan, Bergan, Berzins, Cleland, Lawson, LeGare, Mounier, Peterson, Richardson, Roth

d. Consideration to AWARD A SINGLE SOURCE CONTRACT to EnvisionWare Inc., Duluth, Georgia in the amount not-to-exceed $175,861.70 to provide a Library Materials RFID

System for all Aurora Library locations. STAFF SOURCE: Patti Bateman, Director, Library & Cultural Services

e. Consideration to award a SINGLE SOURCE CONTRACT to Dewberry Engineers, Inc., Denver, Colorado in the amount of $382,081.00 for design engineering services associated with the Rampart Raw Water Delivery System Phase IV Improvements Project. STAFF SOURCE: Steve Fiori, Project Delivery Service Manager, Water

f. Consideration to AWARD A SOLE SOURCE CONTRACT to Evoqua Water Technologies LLC, Sarasota, Florida in the amount not-to-exceed $295,000.00 for the Akta Chlor 25 water treatment chemical (Sodium Chlorite) and related services through February 2018. STAFF SOURCE: Bobby Oligo, Manager of Water Treatment, Aurora Water

Motion by Richardson, second by Roth, to approve items 9d – 9f.

Voting Aye: Mayor Hogan, Bergan, Berzins, Cleland, Lawson, LeGare, Mounier, Peterson, Richardson, Roth

g. Consideration to EXTEND A COMPETITIVELY BID CONTRACT with Publication Printers Corporation, Denver, Colorado in the not-to-exceed amount of $84,733.56 for printing and mail preparation of the Aurora Recreation Guide through November 30, 2017. STAFF SOURCE: Byron Fanning, Manager of Recreation Services, Parks, Recreation & Open Space

Council Member Peterson stated she would not support the item because it was a waste of resources to mail the guide out when it could be picked up by citizens at local locations.

Motion by LeGare, second by Roth, to approve item 9g.

Voting Aye: Mayor Hogan, Bergan, Berzins, Cleland, Lawson, LeGare, Mounier, Roth

Voting Nay: Peterson, Richardson

10. **RESOLUTIONS**

♦ a. **R2017-07**
Consideration to APPROVE A RESOLUTION of the City Council of the City of Aurora, Colorado, to approve the Intergovernmental Agreement regarding construction and construction management of the Northglenn Ralston House. STAFF SOURCE: Michelle Wolfe, Deputy City Manager, General Management

Motion by Richardson, second by Roth, to approve item 10a.

Voting Aye: Bergan, Berzins, Cleland, Lawson, LeGare, Mounier, Peterson, Richardson, Roth

♦ b. **R2017-08**
Consideration to APPROVE A RESOLUTION of the City Council of the City of Aurora, Colorado, to approve the 2015-2019 memorandum of understanding regarding child protective services. STAFF SOURCE: Nancy Rodgers, Client Group Manager, City Attorney

Motion by LeGare, second by Roth, to approve item 10b.

Voting Aye: Bergan, Berzins, Cleland, Lawson, LeGare, Mounier, Peterson, Richardson, Roth

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♦ c. **R2017-09**
Consideration to APPROVE A RESOLUTION of the City Council of the City of Aurora, Colorado, approving the Revised Foothills Intergovernmental Agreement between the City and County of Denver, a municipal corporation of the State of Colorado, acting by and through its Board of Water Commissioners, and the City of Aurora, Colorado, acting by and through its Utility Enterprise regarding operations of Strontia Springs Dam and Reservoir. STAFF SOURCE: Bobby Oligo, Manager of Water Treatment, Aurora Water

Motion by LeGare, second by Bergan, to approve item 10c.

Voting Aye: Bergan, Berzins, Cleland, Lawson, LeGare, Mounier, Peterson, Richardson, Roth

11. **PUBLIC HEARING WITHOUT RELATED ORDINANCE**

♦ a. **R2017-10**
Public Hearing and CONSIDERATION TO APPROVE A RESOLUTION of the City Council of the City of Aurora, Colorado, approving the First Amendment to the Service Plan and First Amendment to the Intergovernmental Agreement for Cornerstar Metropolitan District and Authorizing the Execution of the First Amendment to the Intergovernmental Agreement between the City and the Cornerstar Metropolitan District. *(Staff requests a Waiver of Reconsideration)* STAFF SOURCE: Gary Sandel, Development Project Manager, General Management

Mayor Hogan opened the public hearing on the item.

Gary Sandel, Development Project Manager, General Management, provided a brief summary of the item, noting it related to an amendment to the agreement.

Mayor Hogan closed the public hearing on the item.

Motion by Roth, second by Berzins, to approve item 11a with a waiver of reconsideration.

Council Member Peterson stated she should not support the item because she did not support metro districts in general because she felt that people paying into a metro district were less likely to want to pay a tax increase to take care of City issues such as streets.

Voting Aye: Bergan, Berzins, Cleland, Lawson, LeGare, Mounier, Richardson, Roth

Voting Nay: Peterson

12. **ORDINANCES FOR FINAL**

♦ a. **2017-08**
Consideration for ADOPTION OF AN ORDINANCE of the City Council of the City of Aurora, Colorado, amending Section 66-34 of the City Code related to the lawful possession and use of fireworks. STAFF SOURCE: Captain Siegfried Klein, Fire

Motion by LeGare, second by Bergan, to approve item 12a.

Voting Aye: Bergan, Berzins, Cleland, Lawson, LeGare, Mounier, Peterson, Richardson, Roth

♦ b. **2017-09**
Consideration for ADOPTION OF AN ORDINANCE of the City Council of the City of Aurora, Colorado, amending Chapter 86 of the City Code related to the sale of fireworks. STAFF SOURCE: Captain Siegfried Klein, Fire

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Motion by Bergan, second by Roth, to approve item 12b.

Council Member Roth pointed out these two ordinances went hand-in-hand and allowed the City of Aurora to mirror ordinances of adjacent municipalities and the State of Colorado, noting it did not allow the sale or use of any fireworks that left the ground or that exploded.

Voting Aye: Bergan, Berzins, Cleland, Lawson, LeGare, Mounier, Peterson, Richardson, Roth

13. **RECONSIDERATIONS AND CALL-UPS**

None

14. **GENERAL BUSINESS**

a. Consideration of the Appointment of one (1) person to the Citizens Advisory Committee on Housing and Community Development. STAFF SOURCE: Janice Napper, Assistant City Manager/City Clerk, General Management

Motion by Berzins, second by Lawson, to appoint Mark Hopkins to the Citizens Advisory Committee on Housing and Community Development.

Voting Aye: Mayor Hogan, Bergan, Berzins, Cleland, Lawson, LeGare, Mounier, Peterson, Richardson, Roth

b. Consideration of the appointment of one (1) person to the Oil and Gas Advisory Committee. STAFF SOURCE: Janice Napper, Assistant City Manager/City Clerk, General Management

Motion by Peterson, second by Bergan, to appoint Philip Holmes to the Oil and Gas Advisory Committee.

Voting Aye: Mayor Hogan, Bergan, Berzins, Cleland, Lawson, LeGare, Mounier, Peterson, Richardson, Roth

c. Consideration of the reappointment of one (1) member and the appointment of two (2) members to the Citizens Water Advisory Committee. STAFF SOURCE: Janice Napper, Assistant City Manager/City Clerk, General Management

Council Member Bergan nominated Tom Coker for appointment.

Council Member Berzins nominated Janet Marlowe for appointment.

Council Member LeGare nominated Tom Tobiassen for appointment and Alicia Gilley for reappointment.

Motion by LeGare, second by Bergan, to reappoint Alicia Gilley to the Citizens Water Advisory Committee.

Voting Aye: Mayor Hogan, Bergan, Berzins, Cleland, Lawson, LeGare, Mounier, Peterson, Richardson, Roth

Motion by Bergan, second by Roth, to appoint Tom Coker and Tom Tobiassen to the Citizens Water Advisory Committee.

Voting Aye: Mayor Hogan, Bergan, Berzins, Cleland, Lawson, LeGare, Mounier, Peterson, Richardson, Roth

15. **REPORTS**

a. Report by the Mayor

Mayor Hogan stated his attendance at the recent Front Range Airport Advisory committee meeting and reported on the latest happenings at the airport. He discussed his recent tour of the VA Hospital complex and provided an update on the Impact 64 group and issues related to a potential 2017 state ballot issue on transportation and its impact on Aurora and surrounding areas and entities.

Council Member Cleland asked when the discussion took place. Mayor Hogan stated the discussions have been ongoing for approximately four months. Council Member Cleland asked if some of the legislators were aware of these discussions. Mayor Hogan confirmed a few were aware.

b. Reports by the Council

Mayor Pro Tem Lawson announced the At-Large Ward meeting was scheduled for Thursday, March 2, 2017 at the Tallyn's Reach library where homelessness would be discussed and Jason Bachelor, Deputy City Manager, and the district PAR officer would be present.

Council Member Mounier asked everyone to visit the Stanley Marketplace.

Council Member Berzins announced the construction on Havana and Kentucky was complete and the gas station and convenience store were both open. She discussed her attendance at the recent Cameroon Forum where she learned about the human rights atrocities going on there. She encouraged everyone to attend their Council Ward meetings to learn more about what was going on in their neighborhood and announced the Ward III meeting was scheduled for Wednesday, March 8, 2017 at Mimi's Café at 6:00 p.m. where Dr. Zelda DeBoyes, Court Administrator, Aurora Courts, would be present to discuss jails, the sanctuary cities issue and the court system.

Council Member LeGare mentioned the RTD Aurora rail line, also known as the R rail line, that ran through Aurora was now open with eight new rail stations, noting it ran to Lone Tree and up to Peoria and also to downtown Denver from anywhere south of the Florida Station.

Council Member Roth discussed the upcoming Buskers, Brews and BBQ event scheduled for June 9 -10, 2017 on the Aurora Municipal Center Great Lawn.

Council Member Bergan discussed her attendance at the Cameroonian Community Forum and shared their call to action regarding the atrocities going on there. She announced the Ward VI Town Hall meeting was scheduled for Wednesday, March 22, 2017 at the Police and Fire Training Center at 6:00 p.m. where the Police and Fire Departments would provide a presentation.

Council Member Richardson asked if the sanctuary cities public meeting was scheduled for Monday, March 27, 2017. Mayor Hogan answered affirmatively. Council Member Richardson recommended the meeting be moved to Council Chambers rather than the Aurora Room, that instant Spanish translation be provided and public speakers be allowed to speak. Mayor Hogan agreed on the location change and to provide translation, noting the difficulty with taking testimony lay in the question of moving from a study session to a public meeting as it related to Council rules. He stated a change would require the majority of Council.

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Council Member Richardson expressed his hope that at least five council members would agree to allow public speakers because of the high emotions expressed on each side.

Council Member Cleland expressed concern that allowing public speaking would make the meeting go very late which would not allow the City Council to have a full discussion. She suggested testimony could be limited to an hour.

Mayor Hogan stated the issue would be reviewed and a determination made in that regard.

Council Member LeGare suggested the issue be brought back to study session rather than through email.

Mayor Hogan concurred.

16. **PUBLIC INVITED TO BE HEARD**

Ian Hanson, Aurora, Colorado, stated his support of permitting public testimony at the sanctuary city meeting because of the importance of the issue.

17. **ADJOURNMENT**

Mayor Hogan adjourned the regular meeting of City Council at 8:45 p.m.

_____
STEPHEN D. HOGAN, Mayor

ATTEST:

_____

♦ ***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.***

Water Policy Committee (WPC) Meeting

September 18, 2024

Members Present: Council Member Steve Sundberg (Chair), Council Member Stephanie Hancock (Vice Chair), Council Member François Bergan

Absent:

Others Present: Vern Adam, Rachel Allen, Mathew Allsopp, Matthew Ashley, Greg Baker, Ian Best, Melina Bourdeau, Marshall Brown, Stephen Cann, Shonnie Cline, Alex Davis, James DeHerrera, Rory Franklin, Sonya Gonzalez, Dawn Jewell, Luz Lopez, Adrian Morris, John Murphy, Swirvine Nyirenda, Bobby Oligo, Cat Olukotun, Casey Rossman, Angela Sims-Ceja, Oona Sullivan, Rich Vidmar, Alex Weber, Earl Wilkinson, Sarah Young

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1. Approval of Minutes

The July 17, 2024, meeting minutes were approved as presented.

2. Consent Items

A. Construction Change Order Report
B. Monthly Water Supply Update
C. Grants Update

Summary of Issue and Discussion: None.

Outcome: The consent items were supported as presented.

Follow-Up Action: None.

---

3. WaterSMART Water and Energy Efficiency Grant Fiscal Year 2025

Summary of Issue and Discussion: L. Lopez gave a presentation asking the Committee to support the application of a grant from the Bureau of Reclamation for the Aurora Water Operational Technology Supervisory Control and Data Acquisition (SCADA) Network, systems and cybersecurity digital transformation/roadmap project.

CM Sundberg asked, are there any strings attached to this grant that we need to be aware of? L. Lopez responded, no, as long as we proved the 50% cost match they are requiring for the grant.

Outcome: The Committee supports the application for the WaterSMART Water and Energy Efficiency Grant Fiscal Year 2025.

Follow-Up Action: No further action at this time.

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4. Central Colorado Water Conservancy District Intergovernmental Agreement for the Purchase of Brighton Ditch Company Stock

Summary of Issue and Discussion: D. Jewell gave a presentation on the purchase of 0.1 shares of stock for the Brighton Ditch Company from the Central Colorado Water Conservancy District through an Intergovernmental Agreement (IGA).

CM Sundberg asked, in what period of time do we receive 16.85 acre feet of water? D. Jewell responded, the 16.85 acre feet is per year.

CM Bergan asked, do items have to go to Water Court to change the destination or for the use? D. Jewell responded, this item will go to Water Court to change the location of use. The current decree is for use within the Central Colorado Water Conservation District, and we would need to change it for Aurora Water to use in our locations.

Outcome: The Committee supports moving the Central Colorado Water Conservancy District IGA for the purchase of Brighton Ditch Company Stock forward to Study Session.

Follow-Up Action: The Central Colorado Water Conservancy District IGA for the purchase of Brighton Ditch Company Stock will be forwarded to the next Study Session meeting.

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5. Denver Water Intergovernmental Agreement for the Strontia Springs Deep Sediment Removal

Summary of Issue and Discussion: M. Allsopp gave a presentation on the deep sediment removal Intergovernmental Agreement (IGA) with Denver Water which aims to remove up to 10,000 cubic yards of sediment from the base of the Strontia Springs Dam to extend the operational life of the facility.

CM Hancock asked, where does the sediment go? Do we sell it or use it for other projects? M. Allsopp responded, Denver Water has property at the entrance of Waterton Canyon where they will disperse and dry the sediment out. They have tried to sell the dried-out sediment in the past but have not succeeded due to some of the minerals and compounds found in the sediment.

Outcome: The Committee supports moving the Denver Water IGA for the Strontia Springs Deep Sediment Removal forward to the next Council meeting.

Follow-Up Action: The Denver Water IGA for the Strontia Springs Deep Sediment Removal will be forwarded to the next Council meeting.

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6. Denver Water Intergovernmental Agreement for the Strontia Springs Outlet Works Refurbishment

Summary of Issue and Discussion: M. Allsopp gave a presentation on the Strontia Springs outlet works refurbishment project which will refurbish equipment in the primary outlet works for Strontia Springs Dam. This will include procurement and installation of fixed cone valves of varying sizes, electric valve actuators, installation of ultrasonic flow meters, upgrades to facility lighting and HVAC, and additional control and electrical equipment.

CM Sundberg asked, do we generate power from the dam? M. Allsopp responded, power is only generated for Denver Water since they have ownership of the power infrastructure at Strontia Springs.

Outcome: The Committee supports moving the Denver Water IGA for the Strontia Springs Outlet Works Refurbishment forward to the next Council meeting.

Follow-Up Action: The Denver Water IGA for the Strontia Springs Outlet Works Refurbishment will be forwarded to the next Council meeting.

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7. Denver Water Intergovernmental Agreement for the Strontia Springs Permanent Bypass Study

Summary of Issue and Discussion: M. Allsopp gave a presentation on the Strontia Springs permanent bypass study which will seek to investigate and develop alternatives to bypass raw water around or through Strontia Springs reservoir and deliver water to Denver Water and Aurora Water. The bypass could be utilized to mitigate water quality issues, mitigate a single source of failure, and allow for removal and management of sediment deposits in the reservoir.

CM Sundberg asked, does the study include piping as a bypass? M. Allsopp responded, there are several ideas for the bypass but there are no definitive options at this time.

CM Hancock asked for clarification on what the actual study will do. M. Allsopp responded, the study will identify alternate deliveries through Strontia if something were to impact the dam, reservoir, or the current outlet structures.

CM Bergan asked, is there going to be a failure? M. Allsopp responded, no. CM Bergan asked, is it critical that we do the study at this point if there are no indications of failure? M. Brown responded, Aurora Water routes almost all its water through Strontia so there is risk of a single point of failure. So, while the risk of failure is low, the concept of failure is extremely high so we

need to make sure we understand what alternatives there are in case of an unlikely failure which would have significantly high consequences.

CM Bergan asked, would the alternatives just be there for consideration should anything happen? M. Brown responded, potentially, but they might also have recommendations for some capital projects to install additional infrastructure. CM Bergan asked, who will conduct the study? Has a Request for Proposal been sent out from Denver? M. Allsopp responded, we are at the very beginning of the process so there has been no request sent out yet and no one has been selected to conduct the study. M. Brown added, this agreement is in place to ask for funding so a request for proposals can be put out.

CM Sundberg asked, how much is our share of the cost? M. Allsopp responded, $47,190.00.

Outcome: The Committee supports moving the Denver Water IGA for the Strontia Springs Permanent Bypass Study forward to the next Study Session.

Follow-Up Action: The Denver Water IGA for the Strontia Springs Permanent Bypass Study will be forwarded to the next Study Session.

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8. Denver Water Intergovernmental Agreement for the Strontia Springs Rockfall Mitigation Project

Summary of Issue and Discussion: M. Allsopp gave a presentation on the Strontia Springs rockfall mitigation project which consists of design, permitting, construction, construction management, and project management to mitigate rockfall hazards throughout Waterton Canyon.

CM Began asked, is this for the rocks that fall? M. Allsopp responded, correct. The rock scaling company will come in and identify the critical areas to keep the area safe. CM Bergan asked, is that the fencing on the rock wall? M. Allsopp responded, the netting is some of the mitigation process, they will also knock off loose rocks and haul them away.

Outcome: The Committee supports moving the Denver Water IGA for the Strontia Springs Rockfall Mitigation Project forward to the next Council meeting.

Follow-Up Action: The Denver Water IGA for the Strontia Springs Rockfall Mitigation Project will be forwarded to the next Council meeting.

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9. Park County Intergovernmental Agreement for Design and Construction Services to Offset Park County's CR 53 Alteration and Improvements due to Wild Horse Reservoir

Summary of Issue and Discussion: S. Young gave a presentation on a proposed cost-share Intergovernmental Agreement (IGA) which will make the CR 53 passible in bad weather conditions. The improvements will include drainage culverts, sub-grade work, grading, roadbase, and potentially magnesium chloride if funding allows.

Outcome: The Committee supports moving the Park County IGA for Design and Construction Services to Offset Park County's CR 53 Alteration and Improvements due to Wild Horse Reservoir forward to the next Study Session.

Follow-Up Action: The Park County IGA for Design and Construction Services to Offset Park County's CR 53 Alteration and Improvements due to Wild Horse Reservoir will be forwarded to the next Study Session.

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10. United Stated Forest Service Collection Agreement for Forest Health Projects

Summary of Issue and Discussion: M. Ashley gave a presentation of a Collection Agreement with the United States Forest Service (USFS) which will allow the USFS to conduct forest health treatments on approximately 800 acres of forested land above Turquoise Reservoir. This work will encourage species and age diversity and enhance wildlife habitats. Thinning will enhance forest health and provide better fire protection for the area.

Outcome: The Committee supports moving the United States Forest Service Collection Agreement for Forest Health Projects forward to the next Study Session.

Follow-Up Action: The United States Forest Service Collection Agreement for Forest Health Projects will be forwarded to the next Study Session.

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11. Cherry Creek Wells Update and Project Timeline

Summary of Issue and Discussion: E. Wilkinson gave an update on the status of the Cherry Creek Wells which act as an additional water source for treatment and production of drinking water. The wells have been returned to service after they had been taken offline due to the Environmental Protection Agency and the Colorado Department of Public Health and Environment published Health Advisory Level guidelines for Per and Polyfluoralkyl substances (PFAS). Recent testing at the wells has determined that PFAS levels are considered non-detect but continue to be monitored frequently.

CM Sundberg asked, where are these wells located? M. Allsopp responded, they are located on Arapahoe Road near the Storm soccer fields. CM Sundberg asked, when were they first constructed? M. Allsopp responded, they were originally constructed in the 1950's. CM Sundberg asked, is this downstream or upstream from the Fire Department training facility? M.

Brown responded that he was unaware of the training facility and that may be what has contributed to the previous detection of PFAS in the wells.

CM Sundberg asked, are the wells drawing water directly from the creek? M. Brown responded, it is subterranean groundwater but there is likely a connection between the wells and the fire training facility which we will look into.

Outcome: Informational only.

Follow-Up Action: Informational only.

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12. Miscellaneous Matters for Consideration

Summary of Issue and Discussion: CM Bergan asked when staff will be bringing a WISE update to the Policy Committee. C. Rossman responded, it is on the agenda for the October meeting.

CM Sundberg asked how things were progressing with Sterling Ranch. M. Brown responded, hey have agreed to the terms and conditions we have presented them but have not seen the redlines to the agreement yet that they have promised to send over to us. M. Brown also thanked the Committee for their support in getting where we are with negotiations with them.

Outcome: Informational only.

Follow-Up Action: Informational only.

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13. Confirm Next Meeting

The next meeting is scheduled for October 16, 2024, at 10:30 a.m. at the Southeast Area Maintenance Facility or via Teams

X

Steve Sundberg
Chair, Water Policy Committee

MINUTES

Regular Meeting of the Aurora City Council

Monday, October 14, 2024

COUNCIL MEMBERS PRESENT:	Mike Coffman Françoise Bergan Alison Coombs Stephanie Hancock Danielle Jurinsky	Angela Lawson Crystal Murillo Steve Sundberg Dustin Zvonek
COUNCIL MEMBERS ABSENT:	Curtis Gardner	Ruben Medina

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1. CALL TO ORDER

Mayor Coffman reconvened the regular meeting of the City Council at 6:30 p.m.

2. ROLL CALL

Public call-in instructions were provided in both English and Spanish.

3. INVOCATION/MOMENT OF SILENCE

Mayor Coffman led in prayer for the October 14, 2024 meeting.

4. PLEDGE OF ALLEGIANCE

(All Standing)

Mayor Coffman read a land acknowledgement.

5. EXECUTIVE SESSION UPDATE

Mayor Coffman provided an update on the Executive Session, stating litigation and negotiation were discussed.

6. APPROVAL OF MINUTES

6.a September 23, 2024 Meeting Minutes

Moved by: Steve Sundberg

Second by: Dustin Zvonek

Does Council wish to approve the minutes of the 09/23/2024 meeting?

Voting Aye: (7): Mike Coffman, Françoise Bergan, Stephanie Hancock, Danielle Jurinsky, Angela Lawson, Steve Sundberg, and Dustin Zvonek

Abstain: (1): Alison Coombs

Absent: (3): Curtis Gardner, Ruben Medina, and Crystal Murillo

7. PROCLAMATIONS OR CEREMONIES

7.a Swearing-in Ceremony for City Attorney Peter Schulte

Shawn Day, Presiding Judge, Aurora Municipal Court

8. PUBLIC INVITED TO BE HEARD

(non-agenda related issues only)

Council heard public testimony on non-agenda related items.

Moved by: Alison Coombs

Second by: Danielle Jurinsky

Does council wish to extend the Public Invited to be Heard time limit?

*Requires 2/3 vote of members present (suspends Council Rules)

Voting Aye: (5): Alison Coombs, Danielle Jurinsky, Angela Lawson, Steve Sundberg, and Dustin Zvonek

Voting Nay: (3): Mike Coffman, Françoise Bergan, and Stephanie Hancock

Absent: (3): Curtis Gardner, Ruben Medina, and Crystal Murillo

9. ADOPTION OF THE AGENDA

Moved by: Danielle Jurinsky

Second by: Françoise Bergan

Does Council wish to adopt the agenda as presented?

Voting Aye: (8): Mike Coffman, Françoise Bergan, Alison Coombs, Stephanie Hancock, Danielle Jurinsky, Angela Lawson, Steve Sundberg, and Dustin Zvonek

Absent: (3): Curtis Gardner, Ruben Medina, and Crystal Murillo

10. CONSENT CALENDAR - MOTIONS

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

Moved by: Dustin Zvonek

Second by: Angela Lawson

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

Voting Aye: (8): Mike Coffman, Françoise Bergan, Alison Coombs, Stephanie Hancock, Danielle Jurinsky, Angela Lawson, Steve Sundberg, and Dustin Zvonek

Absent: (3): Curtis Gardner, Ruben Medina, and Crystal Murillo

10.a Motions

10.b Planning Matters

10.c Appointments to Boards and Commissions

10.c.1 Consideration to Appoint One (1) Member to the Citizens' Advisory Committee on Housing & Community Development

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

10.c.2 Consideration to Appoint Two (2) Members to the Career Service Commission

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

10.c.3 Consideration to Appoint One (1) Member to the Open Space Board

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

10.c.4 Consideration to Reappoint One (1) Member to the Cultural Affairs Commission

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

11. CONSENT CALENDAR - RESOLUTIONS AND ORDINANCES

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

Moved by: Dustin Zvonek

Second by: Angela Lawson

Does Council wish to approve the Resolutions and Ordinances Consent Calendar with Item 11.a.6 removed?

Voting Aye: (7): Françoise Bergan, Alison Coombs, Stephanie Hancock, Danielle Jurinsky, Angela Lawson, Steve Sundberg, and Dustin Zvonek

Absent: (3): Curtis Gardner, Ruben Medina, and Crystal Murillo

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

11.a Resolutions

11.a.1 Restaurant Program Subrecipient Agreement Approval with Welsh Land and Cattle Company, for Latin Cuisine Empanada & Sandwich Restaurant (Ward 3)

R2024-124 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL'S SUPPORT TO USE ALLOCATED FUNDING FROM THE FOOD AND BEVERAGE REVITALIZATION PROGRAM TO FUND WELSH LAND AND CATTLE CO USING ARPA FUNDS

Sponsor: Ruben Medina, Council Member

Thomas Oldenburg, Project Manager, Planning & Business Development / Rachel Allen, Manager of Client Services, City Attorney

11.a.2 Intergovernmental Agreement with Denver Water Regarding Strontia Springs Deep Sediment Removal

R2024-125 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL'S SUPPORT OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF AURORA COLORADO ACTING BY AND THROUGH ITS UTILITY ENTERPRISE AND THE CITY AND COUNTY OF DENVER REGARDING THE STRONTIA SPRINGS DAM DEEP SEDIMENT REMOVAL PROJECT

Matthew Allsopp, Source of Supply Superintendent, Aurora Water / Ian Best, Assistant City Attorney

11.a.3 Intergovernmental Agreement with Denver Water Regarding the Strontia Springs Rockfall Mitigation Project

R2024-126 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL'S SUPPORT OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF AURORA COLORADO ACTING BY AND THROUGH ITS UTILITY ENTERPRISE AND THE CITY AND COUNTY OF DENVER REGARDING THE STRONTIA SPRINGS ROCKFALL MITIGATION PROJECT

Matthew Allsopp, Source of Supply Superintendent, Aurora Water / Ian Best, Assistant City Attorney

11.a.4 Intergovernmental Agreement with Denver Water Regarding the Strontia Springs Outlet Works Refurbishment

R2024-127 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL'S SUPPORT OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF AURORA COLORADO ACTING BY AND THROUGH ITS UTILITY ENTERPRISE AND THE CITY AND COUNTY OF DENVER REGARDING

THE STRONTIA SPRINGS DAM OUTLET WORKS REFURBISHMENT PROJECT

Matthew Allsopp, Source Supply Superintendent, Aurora Water / Ian Best, Assistant City Attorney

11.a.5 ATEC Comprehensive Plan Amendment

R2024-128 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL'S STRONG SUPPORT FOR AND DIRECTING THE CITY MANAGER TO INITIATE AN AMENDMENT TO THE AURORA PLACES COMPREHENSIVE PLAN FOR A PARCEL LOCATED AT THE SOUTHEAST CORNER OF POWHATON ROAD AND 40TH AVENUE (ATEC COMPREHENSIVE PLAN AMENDMENT)

Sponsor Name: Steve Sundberg, Council Member

Jeannine Rustad, Director of Planning & Business Development / Lena McClelland, Assistant City Attorney

11.a.6 2024 Non-Profit Funding Investigation

R2024-129 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, DIRECTING THE CITY MANAGER TO PROVIDE A REPORT OF COMMUNITY ORGANIZATIONS THAT HAVE RECEIVED AID TO SERVE IMMIGRANTS WITHIN THE CITY AND OTHER RELATED MATTERS

Sponsor: Danielle Jurinsky, Council Member

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

Staff gave a brief summary of the item.

CM Jurinsky commented that the people of Aurora have the right to know what happened.

CM Sundberg said that in partnership they can get things done. He stated they do not have control over Aurora's southern border or that Denver boasts that they're a sanctuary city. He expressed that some nonprofits placed people in Aurora irresponsibly with no case management.

CM Coombs asked if they would be asking for protected identifying information on who was placed here and how or are they just looking at what organizations have received funding. She is concerned if some of the information and mechanisms with this are legal. She suggested making responsible policies to prevent these conditions instead of using the role to scapegoat and target people.

Staff stated they would be utilizing the Colorado Open Records Act to get information. He explained they are not focused on the nonprofits, but how neighboring jurisdictions have placed people in Aurora.

CM Jurinsky shared that it was supposed to have been a HUD requirement that the properties were inspected before placing people into them. She said she wanted to find out if those were done.

CM Murillo voiced concern that some organizations will be put into this, the Council will deny funding for them in the future. She asked what the purpose of getting this information is if it is not to withhold funding in the future.

CM Jurinsky said there is one nonprofit she knows that does good work in the City and have good case management, but she does not know about the other organizations. Her stance is that they should not be funding any nonprofits or picking or choosing which ones to fund.

Mayor Coffman commented that they do not know what challenges are in front of them and do not know how many people were moved into Aurora or what benefits they received. He said they really need to understand what was done.

CM Murillo said she is confused on if they do or do not know anything about the issue. She said denying funds in the future for these organizations makes her uncomfortable.

Moved by: Danielle Jurinsky

Second by: Stephanie Hancock

Does the City Council wish to approve the resolution directing the City Manager to investigate the funding of non-profits in Aurora and provide a report to the City Council?

Voting Aye: (6): Françoise Bergan, Stephanie Hancock, Danielle Jurinsky, Angela Lawson, Steve Sundberg, and Dustin Zvonek

Voting Nay: (2): Alison Coombs, and Crystal Murillo

Absent: (2): Curtis Gardner, and Ruben Medina

11.b Finalizing of Ordinances

Ordinances approved unanimously at first reading.

12. PUBLIC HEARINGS

Public hearings with or without related ordinances.

13. INTRODUCTION OF ORDINANCES

13.a Aurora Missing Sidewalks Gap Improvements Project

2024-66 AN ORDINANCE AUTHORIZING THE CITY OF AURORA, COLORADO, TO EXERCISE THE POWER OF EMINENT DOMAIN FOR ACQUISITION OF CERTAIN PROPERTY INTERESTS NECESSARY FOR THE AURORA MISSING SIDEWALKS PROGRAM PROJECT

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

Staff gave a brief presentation on the item.

Moved by: Danielle Jurinsky

Second by: Steve Sundberg

Does Council wish to support an ordinance authorizing the use of eminent domain, pursuant to Aurora City Code Section 12-12, to acquire the necessary property interests for the construction of the Aurora Missing Sidewalks Gap Improvements Project?

Voting Aye: (8): Françoise Bergan, Alison Coombs, Stephanie Hancock, Danielle Jurinsky, Angela Lawson, Crystal Murillo, Steve Sundberg, and Dustin Zvonek

Absent: (2): Curtis Gardner, and Ruben Medina

13.b DUAL LISTING: Employee Occupational Privilege Tax

2024-67 A BILL FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, REPEALING ORDINANCE 2022-77 RELATED TO ARTICLE V "EMPLOYER OCCUPATIONAL PRIVILEGE TAX" AND ARTICLE VI "EMPLOYEE OCCUPATIONAL PRIVILEGE TAX" OF CHAPTER 130 OF THE CITY CODE OF THE CITY OF AURORA, AND OTHER RELATED MATTERS

Sponsor: Françoise Bergan, Council Member / Curtis Gardner, Council Member

Jason Batchelor, City Manager / Hans Hernandez, Senior Assistant City Attorney

CM Bergan explained this is a repeal of the repeal of the occupational privileged tax for the purposes of a resolution to direct funds for two fire stations and the balance of the funds going to any police operations.

MPT Zvonek offered an amendment to this ordinance for a compromise to appease both sides of the argument. He explained that the amendment to the ordinance would delay the appeal from January 1, 2025 to June 1, 2025. He said the companion result would direct the city manager to ensure there is a work section at the Spring Workshop for Council to offer options to backfill the pending loss of OPT.

CM Bergan accepted that as a friendly amendment to have a robust discussion on how to fund these very needed fire stations.

CM Jurinsky suggested that if they push this back until June 1st, a newsletter need to go out quickly, because it has been communicated for the past two years to businesses that this tax is ending December 31st.

Moved by: Françoise Bergan

Second by: Alison Coombs

Does the city council approve this ordinance cancelling the proposed repeal of the Occupational Privilege Tax with friendly amendment to delay repeal from January 1, 2025 to June 1, 2025?

Voting Aye: (8): Françoise Bergan, Alison Coombs, Stephanie Hancock, Danielle Jurinsky, Angela Lawson, Crystal Murillo, Steve Sundberg, and Dustin Zvonek

Absent: (2): Curtis Gardner, and Ruben Medina

14. FINALIZING OF ORDINANCES

Ordinances not approved unanimously at first reading.

15. ANNEXATIONS

16. RECONSIDERATIONS AND CALL UPS

17. GENERAL BUSINESS

17.a Discussion and Possible Action Regarding Future In-Person or Virtual Council Meetings

Peter Schulte, City Attorney / Jack Bajorek, Interim City Attorney

Mayor Coffman asked if there is any desire to go virtual for a period of time.

CM Bergan does not want to go virtual, but all the disruptions can make it where they cannot conduct their business. She said that respect is a two-way street and she does not feel the Council has been respected by some people.

CM Lawson noted they already give the option to go virtual, but they need to be in the face of the community through the good, bad, and the ugly.

18. REPORTS

18.a Mayor

18.b Council

MPT Zvonek resigned effective the end of October 2024.

CM Jurinsky called out to the governor to call her over some video footage she has viewed and is in possession of. She warned that if she is not called, the videos will come out.

CM Coombs felt they need to address the issue of the police recruiting unit attending a rally for President Trump.

CM Murillo announced her Town Hall will be October 17th. She attended the grand opening of the History of Colorado Chinatown Exhibit and the October meeting for the Highline Canal. She echoed the concerns on uniformed police officers recruiting at a political event.

CM Sundberg announced a Town Hall for October 24th. He thanked MPT Zvonek for his service.

CM Hancock thanked everyone who joined her virtual town hall and hopes her quarterly town halls will be in person. She also thanked MPT Zvonek for his service.

CM Lawson thanked everyone who attend her meeting at Heather Gardens. Her next town hall is October 15th, at the Central Rec Center. She also thanked MPT Zvonek for his support and service.

CM Bergan thanked MPT Zvonek for his time on Council.

CM Medina and CM Gardner were absent.

19. ADJOURNMENT

Mayor Coffman adjourned the regular meeting of City Council.

MIKE COFFMAN, MAYOR

ATTEST:

KADEE RODRIGUEZ, CITY CLERK

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

CITY OF AURORA
Council Agenda Commentary

Item Title: Horizon Uptown HULand1, LLC. Reimbursement Agreement
Item Initiator: Jennifer Wynn, Engineer, Aurora Water
Staff Source/Legal Source: Jennifer Wynn, Engineer, Aurora Water / Ian Best, Assistant City Attorney
Outside Speaker: N/A
Strategic Outcome: Well-Managed: High performing organization, committed to great customer service, innovation, continuous improvement, fiscal stewardship, and maintaining critical infrastructure.

COUNCIL MEETING DATES:

Study Session: N/A

Regular Meeting: 8/11/2025

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

Item requires a Public Hearing: ☐ Yes ☒ No

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

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

R2025-86 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL'S APPROVAL OF THE UTILITY COST REIMBURSEMENT AGREEMENT BETWEEN THE CITY OF AURORA ACTING BY AND THROUGH ITS UTILITY ENTERPRISE AND HULAND1 LLC
Jennifer Wynn, Engineer, Aurora Water / Ian Best, Assistant City Attorney

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

☐ Approve Item and Move Forward to Study Session

☐ Approve Item and Move Forward to Regular Meeting

☐ Information Only

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

☐ Approve Item as Proposed at Policy Committee

☐ Approve Item as Proposed at Study Session

☒ Approve Item as Proposed at Regular Meeting

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: 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.)*

On July 16, 2025, the Water Policy Committee supported moving the Horizon Uptown HULand1, LLC. Reimbursement Agreement forward to the August 11, 2025 Council meeting.

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

Reimbursement Agreements are initiated when a development constructs regional infrastructure ahead of the scheduled Aurora Water Capital Improvement Plan (CIP). Regional is defined as infrastructure with a capacity larger than that which is required for the respective development and as defined in Aurora Water Master Plans.

A reimbursement agreement is proposed with Lendlease Americas Inc., the developer of the Horizon Uptown Subdivision Flg. No. 1 Offsite Utility Improvements. Horizon Uptown Subdivision Flg. No. 1 is located in Ward III, at the northeastern corner of Picadilly Road and 6th Avenue. This Agreement includes several pieces of infrastructure within Picadilly Road which were not necessary for this developer's plans, however were constructed per the request of Aurora Water as shown in Exhibit A.

The Horizon Uptown development constructed an 84-inch storm sewer within Picadilly Road as part of an offsite utility plan. Aurora Water requested Lendlease Americas Inc. to accommodate future development in the area by relocating and extending a raw waterline lowering, adding a box culvert for future storm drainage connection into Coal Creek, installing a box culvert underneath Stephen D. Hogan, and increasing the length of a 30-inch waterline lowering in 6th Avenue. The two box culverts constructed do not convey any drainage from the Horizon Uptown development and therefore are eligible for full reimbursement. In addition, the two waterline lowerings were extended to accommodate future utilities in the region, however were not necessary for Horizon Uptown's own development, therefore they are eligible for fifty percent reimbursement from the costs of these items. The total reimbursement amount is $268,945.00 as shown in Appendix A. Because this construction has already taken place and all of the aforementioned utility improvements have final acceptance, the amount will be paid out as a lump sum following invoice submittal from the delveoper.

The terms stated in the Agreement are as follows:

- Infrastructure shall meet all City requirements and standards.
- Developer is responsible for 100% of the costs upfront and will be reimbursed the eligible amount for the improvements.
- Reimbursements will be paid in accordance with Section 5 of the agreement which states the developer is required to submit invoices for completed work to the City for review and approval of constructed Regional Improvements accompanied by supporting documentation. The invoices must be approved by Aurora Water prior to payment and shall not exceed the Eligible Reimbursement Amount.

FISCAL IMPACT

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

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

REVENUE IMPACT

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

N/A

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

Funding is available in the Capital Improvement Program, Wastewater Fund in the amount of $268,945.00.

ORG: 52345 (Reimbursement-Storm)

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

N/A

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

N/A

QUESTIONS FOR COUNCIL

Does the City Council SUPPORT A RESOLUTION of a Utility Cost Reimbursement Agreement between the City of Aurora, acting by and through its Utility Enterprise, and HULand1, LLC.?

LEGAL COMMENTS

Aurora Water is authorized to acquire, construct, operate, maintain, improve and extend water, wastewater, and storm drainage facilities within or without the corporate boundaries of Aurora, and to make contracts, acquire lands, and do all things that are necessary or convenient therefore. (City Code §138-28)(Best).

RESOLUTION NO. R2025- ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL'S APPROVAL OF THE UTILITY COST REIMBURSEMENT AGREEMENT BETWEEN THE CITY OF AURORA ACTING BY AND THROUGH ITS UTILITY ENTERPRISE AND HULAND1 LLC

WHEREAS, the City of Aurora, acting by and through its Utility Enterprise ("Aurora") and HULand1 LLC ("Developer") have agreed to enter a Utility Cost Reimbursement Agreement to fund additional water, sewer, or storm drainage infrastructure ("Improvements") in the Horizon Uptown Subdivision; and

WHEREAS, at the request of Aurora, the Developer installed certain additional water, sewer, or storm drainage infrastructure to serve adjacent properties; and

WHEREAS, the Developer completed the installation of the Improvements and payment of one hundred percent (100%) of the cost thereof; and

WHEREAS, the Improvements will benefit users outside of Developer's service area and will benefit the overall health, safety, and general welfare of the residents of Aurora; and

WHEREAS, the City is willing to reimburse the Developer for approved costs associated with installation of the Improvements; and

WHEREAS, the eligible reimbursement amount for the Improvements is two hundred sixty-eight thousand nine hundred forty-five dollars ($268,945.00); and

WHEREAS, Aurora Water is authorized, pursuant to City Code 138-28 to acquire, construct, operate, maintain, and extend water, wastewater, and storm drainage facilities within or without the corporate boundaries of Aurora, and to make contracts, acquire lands, and do all things that are necessary or convenient therefore.

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

Section 1. The Utility Cost Reimbursement Agreement between Aurora and HULand1 LLC regarding water, sewer, and storm drainage infrastructure improvements in the Horizon Uptown Subdivision is hereby approved.

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

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

RESOLVED AND PASSED this _____ day of _____ 2025.

_____
MIKE COFFMAN, Mayor

ATTEST:

_____
KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

PETER A. SCHULTE, CITY ATTORNEY

By: Ian J Best RLA
IAN BEST, Assistant City Attorney

Aurora Water Utility Cost Reimbursement Agreement
(HULand1 LLC/Horizon Uptown)

This Aurora Water Utility Cost Reimbursement Agreement ("Agreement"), is entered into as of the Effective Date by and between the HULand1 LLC ("Developer"), and the City of Aurora, Colorado, a Colorado municipal corporation of the counties of Adams, Arapahoe, and Douglas, acting by and through its Utility Enterprise ("City"), whose address is 26791 E Quincy Ave. Aurora, Colorado 80016. The City and Developer may be referred to herein individually as a "Party", or together as the "Parties".

Recitals

WHEREAS, at the request of the City, the Developer installed certain additional water, sewer or storm drainage infrastructure to serve adjacent properties ("**Improvements**"); and

WHEREAS, the Improvements are more specifically described as set forth in **Exhibit A** (attached hereto, and incorporated by this reference); and

WHEREAS, the Developer completed the installation of the Improvements and payment of one hundred percent (100%) of the cost thereof; and

WHEREAS, the City is willing to reimburse the Developer for approved costs associated with installation of the Improvements.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

Agreement

1. Improvements Payment and Reimbursable Costs.

(a) Payment of Improvements Costs. Developer shall be responsible for one hundred percent (100%) of the Improvement costs subject to reimbursement by City as set forth in this Agreement.

(b) Reimbursement Amount. City will reimburse Developer for the difference in cost between the infrastructure required to serve the Property and the Improvements ("Reimbursement Amount"). The Reimbursement Amount as calculated by the Developer and reviewed and approved by the City is **$268,945.00**. The Reimbursement Amount shall be paid to Developer as set forth in Section 5 of this Agreement.

(c) Service Definition.
The Improvements shall allow for storm drainage Services to and or from the adjacent properties.

2. Engineering and Design.

(a) Contract Documents. "**Contract Documents**" means the engineering drawings, specifications, stormwater management plan, geotechnical report, schedule of values, description of all materials, products, process, and any other documents or permits required to successfully construct the Improvements in accordance with all federal and state laws and all provisions of City Code, rules and regulations, and City specifications and standards.

3. Intentionally Omitted

4. Acceptance and Dedication of Improvements.

(a) Utility Permit Extension Agreement. The Developer must apply for and enter into a "**Utility Permit Extension Agreement**" prior to the start of construction of the Improvements.

(b) Substantial Completion and Initial Acceptance. All pipes are subject to acceptance testing to be approved by the City at different stages in the construction process. "**Substantial Completion**" of the Improvements shall be reached once these tests are passed, as determined by the City in its sole discretion. After Substantial Completion, the City will issue a Improvements "**Initial Acceptance**" notice to the Developer in writing. At Initial Acceptance the Improvements shall become the property of the City and City shall become responsible for operations and maintenance of the Improvements yet still subject to the Warranty as described in Sections 4d. The City has provided an Initial Acceptance letter dated May 26, 2020.

(c) Final Acceptance. Final Acceptance shall occur only when, in the City's sole discretion: (a) the Developer has received an Initial Acceptance notice; (b) connection to all regional utilities is complete; (c) the Improvements are operating as functionally intended; and (d) the applicable warranty period has expired and any warranty deficiencies have been corrected to the City's satisfaction. If the conditions in this Section 4(d) are satisfied, the City will issue a "**Final Acceptance**" letter to the Developer. The Final Acceptance letter was issued on February 28, 2022.

(d) Warranty. Intentionally omitted.

5. Reimbursement Payment Process.

(e) Reimbursement Amount. Upon completion of the Improvements and Initial Acceptance by the City, the Parties confirmed in writing the final Reimbursement Amount owed to Developer. Final cost is issued through approval of the invoicing for all cost eligible items after the issuance of the Initial Acceptance notice.

(a) Documentation. Developer submitted documentation acceptable to the City on April 8, 2020.

(b) Timing. The City shall pay the Developer a lump sum payment for the Reimbursement Amount no later than forty-five (45) days after the Effective Date of this Agreement as the project had been previously contemplated and incorporated into the associated capital plan by the City.

6. **Claims**.

(a) Defined. A "**Claim**" is any demand, contention, or assertion by the Developer seeking additional reimbursement other than Change Orders approved pursuant to Section 3(e), above. Claims by the Developer must be made in writing as specified herein. Claims from the Developer must contain and are subject to all the following:

(1) A narrative statement referencing and attaching the supporting documentation and specifically describing the legal, factual and contractual basis of the Claim. All Claims shall be identified as made necessary due to specific legal, factual, or contractual circumstances necessary to the orderly completion of the Improvements.

(2) If the Claim is for additional compensation, the Claim must include a detailed calculation of the precise amount claimed with all supporting documentation. All Claims must reference the specific contract provisions relied upon to support the Claim. All Claims must reference that the claim is being submitted under this Agreement. Any writing or other form of notice, however designated, which fails to reference this Agreement shall not be deemed to constitute a valid Claim hereunder.

(3) The City shall not pay any costs for delay.

(4) The City shall not pay any costs for acceleration.

Items (a)(1) through (4) above shall hereinafter be referred to as the "**Final Accounting**".

(b) Notice of Claim. A "**Claim Notice**" must be made in writing within ten (10) business days after the Developer becomes aware of the occurrence of the legal, factual, or contractual basis of the Claim. Within ten (10) business days of the submission of a Claim Notice, a complete Claim, including Final Accounting, shall be submitted in writing to the City or the right to submit a Claim is waived. The Developer shall submit all information reasonably available that is otherwise required in the Final Accounting at the time of the claim. Failure to timely provide the Final Accounting shall constitute a waiver of the Claim.

(c) Complete Claim Required. All requests for additional reimbursement by the Developer shall be considered a separate Claim and shall follow the Claim procedures specified above. All information required in the Final Accounting must be submitted within the time limits established herein, and no supplementation of the information shall be permitted, unless otherwise agreed to by the City. Any attempted reservation of the right to submit or supplement an earlier-made claim shall be void.

(d) Claim Review. After review of a Claim submitted by the Developer, the City shall decide whether the Developer is entitled to a Change Order for such Claim. The City shall not unreasonably deny a Claim. In the event the City approves a Claim, it shall initiate a written change order addressing the legal, factual, or contractual circumstances giving rise to the Claim. If in the opinion of the City, the Developer is not entitled to a change order for a Claim, the

Developer shall receive notice of the decision in writing from the City within five (5) business days of receipt of the Claim by the City.

(e) Appeal. In the event the City denies a Claim, the Developer shall be entitled to appeal said decision within five (5) business days of receipt of the denial from the City. If the Developer desires to challenge the City's denial, the Parties shall within ten (10) business days engage an independent engineer to review the Claim and make a final determination to approve or deny. If the independent engineer determines that the Claim should be approved, the City shall issue a change order. The Developer shall not re-submit a Claim following final denial. The costs of such independent engineer shall be equally allocated between the Parties. This will be the final determination with regard to the Claim.

7. Term.
The term of this Agreement shall cease one (1) year after the Effective Date. The term of this Agreement may be extended by up to one (1) one (1) year extension if Developer has not been reimbursed the full Reimbursement Amount.

8. Sole Obligation of Aurora's Utility Enterprise.
(a) This Agreement shall never constitute a general obligation or other indebtedness of the City of Aurora ("the City"), or a multiple fiscal year direct or indirect debt or other financial obligation whatsoever of the City within the meaning of the Constitution and laws of the State of Colorado or of the Charter and ordinances of the City.

(b) In the event of a default by the City's Utility Enterprise (Aurora Water) of any of its obligations under this Agreement, Developer shall have no recourse for any amounts owned to it against any funds or revenues of the City except for those revenues derived from rates, fees or charges for the services furnished by, or the direct or indirect use of, the Water System and deposited in the Water Enterprise Fund, as the terms "Water System" and "Water Enterprise Fund" are defined in City Ordinance No 2003-18, and then only after the payment of all operation and maintenance expenses of the Water System and all debt service and reserve requirements of any bonds, notes, or other financial obligations of the Utility Enterprise secured by a pledge of the net revenues of the Water Enterprise Fund. Notwithstanding any language herein to the contrary, nothing in this Contract shall be construed as creating a lien upon any revenues of the Utility Enterprise or the City.

9. Non-Appropriation.
The Parties contemplate one lump sum payment under this Agreement to occur during the current fiscal year, however, the Parties acknowledge and understand that any financial obligations of the City payable after the current fiscal year are contingent upon funds for that purpose being budgeted and appropriated by the Aurora City Council. Accordingly, should the Aurora City Council exercise its right not to appropriate funds for any future fiscal year sufficient for the continued performance obligations under this Agreement, this Agreement shall terminate at the close of the fiscal year for which funds were last appropriated, in which case the Parties shall seek to renegotiate the terms of this Agreement in good faith.

10. Relationship of Parties.

Nothing contained herein will be construed or interpreted as: (a) creating a joint venture, partnership, or other similar relationship between the Parties; (b) obligating any party to perform any of the terms, covenants or provisions of any Annexation Agreement between the Parties; (c) entitling any person or entity not a party to this Agreement to any of the benefits of this Agreement; (d) appointing a party to this Agreement as agent of the others or authorizing a party to this Agreement to make contracts in the name of the others; or (e) creating, establishing or imposing a fiduciary duty owned by one party to the other hereunder or in any way creating a fiduciary relationship between the Parties.

11. Notices.

Any notice or Claim provided for or required to be given hereunder will be in writing and will be deemed given (a) the date personally delivered or transmitted by facsimile or email transmission to the recipient of such notice at the facsimile numbers or email addresses hereinafter identified; or (b) three (3) days after the date deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the recipient of such notice at such place as a Party may designate in writing for such purpose or, in the absence of such designation. Notices shall be provided as follows:

If to the City:

Planning and Engineering Division
City of Aurora, Aurora Water Department
26791 E. Quincy Ave.
Aurora, CO 80016
Email: waterengineering@auroragov.org

City Attorney's Office
With copy to:
City of Aurora
15151 East Alameda Parkway, Suite 5300
Aurora, CO 80012

If to the Developer:

HULand1 LLC
c/o Lendlease Communities LLC
300 Park Avenue, 14th Floor
New York, NY 10166
Attn: Corey Verwey
Telephone: (669) 800-7093

With a copy to:

Lendlease Americas Holdings Inc.
300 Park Avenue, 14th Floor
New Your, NY 10166
Attn: General Counsel
Email: GeneralCounselAmericas@lendlease.com and Andrew.Lurie@lendlease.com

12. Further Acts.
Each of the Parties hereto shall execute and deliver all such documents and perform all such acts as reasonably necessary, from time to time, to carry out the matters contemplated by this Agreement.

13. Amendment; Headings for Convenience Only; Not to be Construed Against Drafter; No Implied Waiver.
No amendment, change or addition is to be made to this Agreement except by written amendment executed by the Parties. The headings, captions and titles contained in this Agreement are intended for convenience of reference only and are of no meaning in the interpretation or effect of this Agreement. This Agreement shall not be construed more strictly against either Party merely by virtue of the fact that it may have been initially drafted by either Party or its counsel, because both Parties have contributed substantially and materially to the preparation of this Agreement. No failure by a Party to insist upon the strict performance of any term, covenant or provision contained in this Agreement, no failure by a Party to exercise any right or remedy under this Agreement, and no acceptance of full or partial payment owed to a Party during the continuance of any default by the other Party, shall constitute a waiver of any such term, covenant or provision, or a waiver of any such right or remedy, or a waiver of any such default unless such waiver is made in writing by the Party to be bound thereby. Any waiver of a breach of a term or a condition of this Agreement shall not prevent a subsequent act, which would have originally constituted a default under this Agreement, from having all the force and effect of a default.

14. Severability.
If any provision of this Agreement is declared void or unenforceable, such provision shall be severed from this Agreement and shall not affect the enforceability of the remaining provisions of this Agreement.

15. Time is of the Essence; Computation of Time Periods.
As regards any act to be performed under this Agreement, time is of the essence. All time periods referred to in this Agreement shall include all Saturdays, Sundays, and holidays, unless the period of time specifies business days. If the date to perform any act or give a notice with respect to this Agreement shall fall on a Saturday, Sunday or national holiday, the act or notice may be timely performed on the next succeeding day which is not a Saturday, Sunday, or a national holiday.

16. Liability; No Waiver of Governmental Immunity.
Each Party agrees to be responsible for its own wrongful or negligent acts or omissions or those of its officers, agents or employees to the full extent permitted by law. The Parties agree that the City and its respective officers, agents and employees, are relying on, and do not waive or intend to waive the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.* (the "Act"), as it is amended from time to time amended. Nothing in this Agreement shall be construed as a waiver of any protections provided under the Act. As an institution of the State of Colorado, the City is not authorized to indemnify any party, public or private, as against the claims and demands of

third parties and any such indemnification provision in, or arising from this Agreement, shall be null and void.

17. Insurance.
Developer (or its contractor) must carry insurance as set forth in **Exhibit D** listing the City as an additional insured , except for worker's compensation, on a primary and non-contributory basis. Proof of insurance must be provided to the City has previously been reviewed and approved by the City. All policies shall contain a waiver of subrogation in favor of the City, and the Developer (or its contractor) shall provide a copy of an endorsement providing this coverage. Developer's (or its contractor's) policies will be primary and non-contributory with respect to all self-insurance or insurance policies purchased by the City. The insurance required pursuant to this Section 17 (including Exhibit D referenced above) was maintained by Developer (or its contractor) at the time the work in connection with the Improvements was perfcrmed and is subject to the terms of the underlying agreement between Developer and its contractor (such agreement has been provided to and received by the City prior to execution of this Agreement).

18. Indemnity by Developer. Intentionally omitted.

18. Successors and Assigns; No Third-Party Beneficiary.
The Developer may not assign this Agreement without the prior written consent of the City. This Agreement is intended by the Parties hereto to be of use and benefit of the Parties and no person or entity not a party to this Agreement will be authorized or entitled to rely on the benefits of this Agreement or seek to enforce any of the terms, provisions or covenants contained herein as a third-party beneficiary.

19. Governing Law.
This Agreement shall be construed in accordance with the laws of the State of Colorado, and the Aurora City Charter, City Code, and rules and regulations without reference to conflicts of laws. In the event of any dispute over this Agreement, the exclusive venue and jurisdiction for any litigation arising thereunder shall be in the District Court of Arapahoe County, Colorado, and, if necessary for exclusive federal questions, the United States District Court for the District of Colorado.

19. Force Majeure.
Neither Party shall be liable for any failure to perform as required by this Agreement, to the extent such failure to perform is caused by any of the following occurrences: strikes, labor disturbances or disputes, failure of any governmental entity (other than the Parties to this Agreement) or third party action or approval required for full performance, riots, civil disorder, war, floods, earthquakes, acts of God, explosion, pandemic, or similar occurrences outside the control of such Party.

20. Counterparts.
This Agreement may be executed in one or more counterparts, each of which will constitute an original agreement, but all of which together will constitute a single agreement. A facsimile

transmitted copy of this Agreement executed by one of the Parties hereto will be accepted as an originally executed copy of this Agreement.

21. Electronic Signatures.
The parties agree that this Agreement may be signed using a digital image (including but not limited to an image in the form of a PDF, JPEG, GIF file, DocuSign, SignNow or other e-signature application), and the same shall be deemed as a true and correct original.

22. Effective Date.
The "Effective Date" of this Agreement shall be the date it is signed by Mayor of Aurora (or General Manager of Aurora Water), below.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date. By the signature of its representative below, each party affirms that it has taken all necessary action to authorize said representative to execute this Agreement.

HULand1 LLC

Claire E. Ridding,
Authorized Representative

Signature

06/20/2025
Date

State of _____)
)
) ss
County of _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2025, by _____, acting on behalf of the _____.

Witness my hand and official seal. _____
Notary Public

My commission expires: _____

(Seal)

SEE ATTACHED NOTARY CERTIFICATE

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Santa Clara ----------)

On June 20, 2025 before me, Vikal Patel, Notary Public ----------
(insert name and title of the officer)

personally appeared Claire E. Ridding ----------,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

VIKAL PATEL
COMM. #2509129
NOTARY PUBLIC - CALIFORNIA
SANTA CLARA COUNTY
My Comm. Exp. Feb. 02, 2029

WITNESS my hand and official seal.

Signature _____ **(Seal)**

City of Aurora, Colorado,
acting by and through its
Utility Enterprise

_____ _____
Mike Coffman, Mayor Date

Attest:

_____ _____
Kadee Rodriguez, City Clerk Date

_____ _____
Cat Olukotun, Deputy Director of Financial Administration, Aurora Water Date

Approved as to form for Aurora:

_____ _____ _____
Ian Best Date ACS #
Assistant City Attorney

State of Colorado)
) ss
County of Arapahoe)

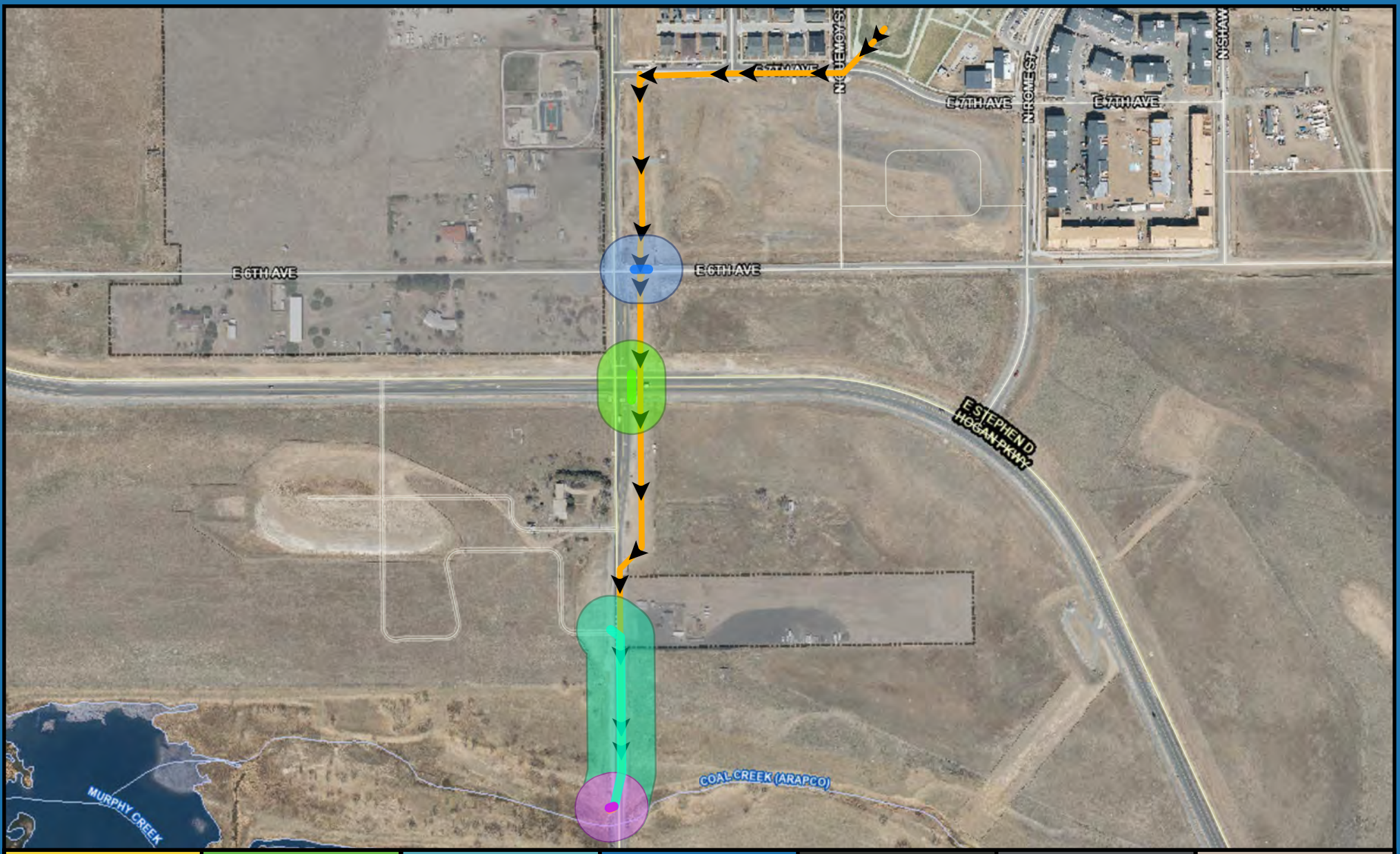
The foregoing instrument was acknowledged before me this _____ day of _____, 2023, by Mike Coffman, Mayor, acting on behalf of the Utility Enterprise of the City of Aurora, Colorado.

Witness my hand and official seal. _____
Notary Public

My commission expires: _____

(Seal)

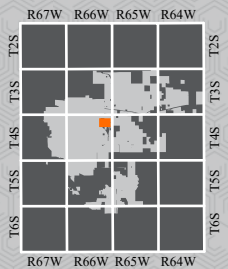
Exhibit A
Description of Improvements



Horizon Uptown
Offsite Reimbursement Exhibit A

Aurora Water
26791 E Quincy Ave., Aurora, CO 80016 USA
www.auroragov.org | 303-739-7370
waterengrgis@auroragov.org

December 27, 2024



Legend

- Horizon Uptown's Planned Storm Mains
- Relocation Extending Lowering of 16" Reuse Water Line
- Extension of 30" Waterline Lowering
- 7'x5' RCBC Under Stephen D. Hogan Pkwy
- Coal Creek Outfall w/ 8'x4' RCBC for Future Drainage Outfall

Miles
0 0.0275 0.055 0.11

DISCLAIMER: The City of Aurora, Colorado, makes no warranties or guarantees, express or implied, as to the completeness, accuracy, or correctness of this data, nor shall the City incur any liability from any incorrect, incomplete, or misleading information contained therein. The City makes no warranties, either express or implied, of the value, design, condition, title, merchantability, or fitness for a particular purpose. The City shall not be liable for any direct, indirect, incidental, consequential, punitive, or special damages, whether foreseeable or unforeseeable, arising out of the authorized or unauthorized use of this data or the inability to use this data or out of any breach of warranty whatsoever.

Author: shulshou **Date:** 12/27/2024 **APRX Path:** K:\Dept\WaterEngineering\14 GIS\14.05 PROJECTS\14.05C Map Requests\ENGR_SR_HorizonUptown_Waterline_Reimbursement\ENGR_SR_HorizonUptown_Waterline_Reimbursement.aprx

Exhibit B
Contract Documents

Horizon Uptown Subdivision Filing No. 1
Offsite Utility Improvements
City of Aurora No. 219057

Exhibit C.1
Utility Permit Extension Agreement

Water Department

15151 E Alameda Pky
Aurora CO 80012
303-739-7370

03/20/2019

WATER

CITY OF AURORA - WATER DEPARTMENT
PUBLIC WATER SYSTEM EXTENSION APPLICATION
RESIDENTIAL AND COMMERCIAL DEVELOPMENT

Date 3/22/2019 Extension Number 19-022W

Petition of Lendlease Applicant Phone (720)895-1935

Address 9800 Mount Pyramid Ct STE 400 Englewood CO 80112

For Permission to authorize HEI Contractor,

Phone(303)688-9500,to install at Applicant's expense, a Water System Extension

as follows

471 LF ~ 16 INCH PVC for Re-use water

DRG NO 218163, PLAT PAGE NO 06S, THIS PROJECT IS LOCATD IN ROW

A distance of 471 feet, more or less

I hereby agree for myself, my heirs, executors, administrators, and assigns, to abide by the Rules and Regulations of the Aurora Water Department and any amendment thereof, and other applicable rules of laws governing the installation and use of said water system extension.

Bruce Anderson 3/20/2019
Applicant Date

B L Anderson EGM Development Operations
Applicant's Signature Title

If applicant is a business entity, only those who have their authority to sign may execute this application.

Approved

Date Date

CITY OF AURORA - WATER DEPARTMENT

AURORA WATER

PUBLIC WATER SYSTEM EXTENSION AGREEMENT
RESIDENTIAL AND COMMERCIAL DEVELOPMENT

03/20/2019

Date 3/22/2019 Extension Number19-022W THAT, in consideration of the mutual promises herein contained and the permission and authorization by the Aurora Water Department, hereinafter referred to as "Department" for Lendlease ,heirs, successors or assigns, hereinafter referred to as 'Applicant', to construct and install a water system extension under and along the public rights-of-way and/or easements of the City of Aurora with the stipulations listed hereunder:

IT IS AGREED, that the said water system extension shall be connected with the existing system at the nearest trunk line at the sole expense of the Applicant with such valves, tees, fire hydrants or other fittings hereto, as may be ordered or approved by the Department, upon the following terms and conditions:

1. The fee for plan review and inspection shall be the net cost to the Department of Code Enforcement for the review and inspection of such water system extension. Such fee shall be payable in advance and the Applicant shall obtain a street excavation permit where required by City Ordinance, rule or regulation. Additionally, the Applicant shall produce evidence that said Applicant and any and all contractors making installations for said Applicant under this Agreement have met all necessary bonding and licensing requirements resulting from the anticipated installation.

2. Immediately upon completion of such water system extension, the contractor installing such water system extension shall file with the Department, a certified statement of all costs and the name and address of the Applicant and his assigns.

3. The Department may issue permits to connect to such water system extension for private services to property abutting such extension, subject to the applicable rules and regulations of the Department. The cost of such permit shall be determined by the proportion of the abutting frontage to be served through such connection as it bears to the entire frontage along the water system extension hereby authorized, computed on the basis of construction cost of such extension as filed with the Department, together with interest thereon at six percent per annum to the date of such connection application. For a period of five (5) years from the completion and acceptance of such water system extension, all private connection fees collected as provided above shall be paid over to the Applicant.

4. Upon installation and acceptance, all mains, hydrants, valves and service facilities shall become the property of the City of Aurora, subject to the right of Applicant to receive private water connection fees as hereinabove provided for a period of five (5) years from the completion and acceptance of said system extension. During such five (5) year period, the Applicant shall indemnify and save harmless the City of Aurora for the costs of adjusting hydrants, valve boxes, and manholes to finished grade and alignment.

5. Applicant shall indemnify and hold harmless the City of Aurora for the costs of repair and maintenance of said water system extension for a period of one (1) year or, IF LATER, until Notice of Final Acceptance is issued. The Notice of Final Acceptance is not to be unreasonably withheld. The period of indemnification shall begin upon issuance of the Notice of Initial Acceptance; which notice shall not be issued until the Applicant has executed a Mechanics' Lien Release to the City of Aurora. The responsibility for the operation of said water system extension shall be that of the Department. Upon expiration of said one (1) year period, the City of Aurora shall be liable for the maintenance and repair of the water system extension.

AURORA WATER

6. The City of Aurora reserves the right to construct any further extension connecting to any water lines authorized by the Agreement as the Department may, from time to time, allow, order, or approve.

7. Any permit issued pursuant to this Agreement shall lapse and expire unless the construction shall be commenced within six (6) months after the date hereof and diligently prosecuted to completion.

8. All construction performed under this Agreement is subject to the following general conditions:

(a) Applicant shall call for and request construction inspection 24 hours in advance of commencement of actual construction.

(b) Applicant shall have a copy of applicable specifications and an APPROVED set of commencement of actual construction.

(c) Applicant shall be responsible for establishing safety measures to protect workmen and the public from any and all harm until construction is completed. All measures shall be in compliance with C.O.S. H. requirements and standards.

(d) Applicant's construction shall be complete and as shown on APPROVED drawings. All construction shall be in accordance with current City Standards and Specifications.

(e) Applicant agrees to promptly pay any inspection overtime charges where such charges result from the operations of the Applicant or its contractor.

(f) The Notice of Initial Acceptance of the construction shall not be issued, nor will roadway construction be allowed over the construction, until soils compaction test results and reports, as well as any other required test reports, applicable to the construction, are submitted to and approved by the Engineer.

Bruce Anderson _____ 3/20/2019 _____

Applicant — Date

B Anderson — Plan Development Operations

Applicant Signature — Title

If applicant is a business entity, only those who have proven their authority to sign may execute this application.

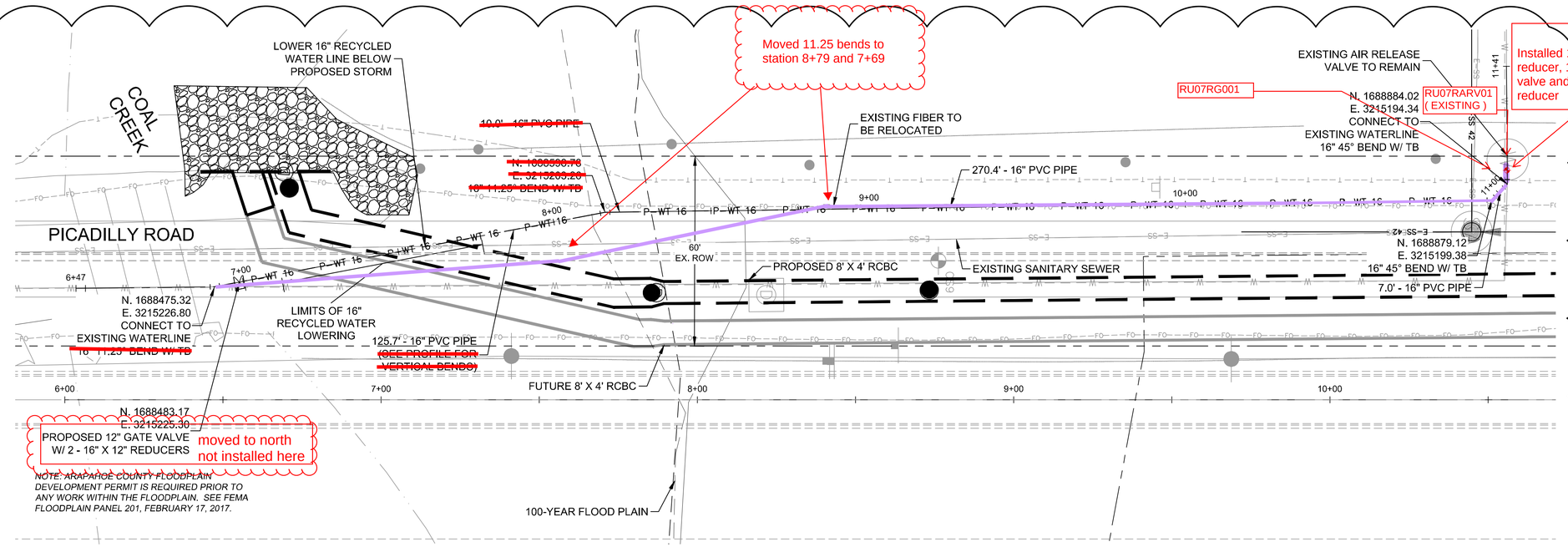
Approved:

_____ _____

Aurora Water — Date

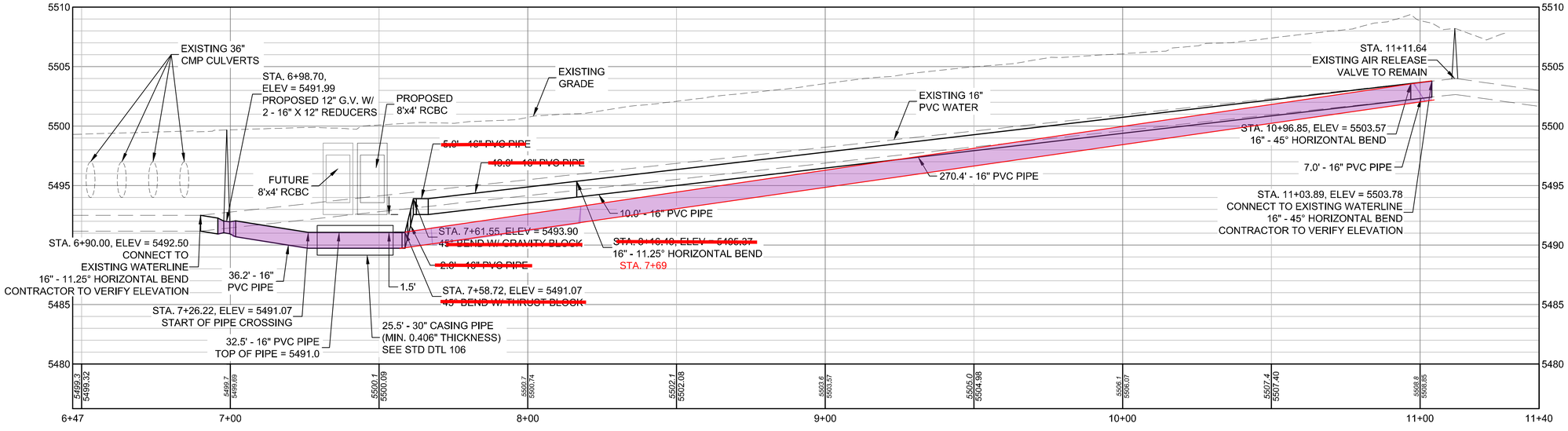
25

REV. 218163



WATERMAIN LOWERING NOTES

1. THRUST AND GRAVITY BLOCKS TO BE INSTALLED PER AURORA WATER STANDARD DETAILS 221 AND 222.
2. 16" DIP SHALL BE PRESSURE CLASS 305.
3. PIPE RESTRAINT SHALL BE IN ACCORDANCE WITH THE STANDARDS AND SPECIFICATIONS REGARDING WATER, SANITARY SEWER AND STORM DRAINAGE INFRASTRUCTURE, LATEST REVISION. MEGALUGS OR UNI-FLANGE MAY BE USED IN PLACE OF RODS AND CLAMPS.
4. THE CONTRACTOR SHALL CONTACT THE AURORA WATER INSPECTION LINE AT (303) 739-7385 AT LEAST 24 HOURS IN ADVANCE OF COMMENCING CONSTRUCTION OF ANY WET UTILITY TO SCHEDULE INSPECTIONS.
5. HORIZON OFFSITE PLANS HAVE NOT YET BEEN APPROVED. THE LOWERING OF THIS WATERMAIN COULD BE AFFECTED BY POTENTIAL CHANGES TO THOSE PLANS PRIOR TO APPROVAL.
6. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING INITIAL ACCEPTANCE OF THE LOWERED SECTION OF WATERMAIN TO INCLUDE HYDROSTATIC TESTING.



NOTE: WATER LINE LOWERING SHALL CONFORM TO STD DETL 222.

N

20 0 20 40

SCALE IN FEET
ORIGINAL SCALE

PRINT DATE:	*JANUARY 8, 2019*
FILE NAME:	*WATER PROFILE*
HORIZONTAL SCALE:	*1" = 20'* VERTICAL SCALE: *1" = 5'*

Matrix DESIGN GROUP
AN EMPLOYEE-OWNED COMPANY

1601 BLAKE ST., SUITE #200
DENVER, CO 80202
PHONE: (303) 572-0200

SHEET REVISIONS

REV	DATE	COMMENTS	INITIALS
2	11/30/18	EXTEND LIMIT OF WORK	SK
5	3/27/19	REVISE WATER MAIN	EP
6	6/12/19	REVISE WATER MAIN	EP

OWNER:
HULand1 LLC

9800 MOUNT PYRAMID COURT, SUITE 400
ENGLEWOOD, CO 80112
PHONE: (720) 895-1935
www.lendlease.com

This electronic plan is a facsimile of the signed and sealed PDF set

Date: 6/12/19
Jason C Rutt PE #36971

FOR AND ON BEHALF OF MATRIX DESIGN GROUP, INC
PROJECT No. 17.873.003

HORIZON UPTOWN SUBDIVISION FILING NO. 1

WATER LOWERING PLAN AND PROFILE 02

DESIGNER:	*JR*	STRUCTURE NUMBERS	
DETAILER:	*SK*		
SHEET SUBSET:	*WATER*	SHEET NO:	*25* --

PROJECT NUMBER

WATER EXTENSION AGREEMENT	
PLAT PAGE NO.:	06S
EXTENSION NO.:	19-022W
DIAMETER:	16 INCH
LENGTH:	471 LF
MATERIAL:	PVC
DATE: 12/23/2019	BY: DP
REVIEWED BY:	CB

R:\16.873.001.000 (Horizon Uptown)\Dwg\CSP\Mass Grading & Erosion Control Plans\WATER PROFILE

REVISED ON 06/24/2019

Water Department

15151 E Alameda Pky
Aurora CO 80012
303-739-7370

City of Aurora

Worth Discovering • auroragov.org

03/20/2019 **WATER** **Page 1 of 3**

CITY OF AURORA - WATER DEPARTMENT
PUBLIC WATER SYSTEM EXTENSION APPLICATION
RESIDENTIAL AND COMMERCIAL DEVELOPMENT

Date 3/22/2019 Extension Number 19-023W

Petition of Lendlease Applicant Phone (720)895-1935

Address 9800 Mount Pyramid Ct STE 400 Englewood CO 80112

For Permission to authorize HEI Contractor,

Phone(303)688-9500,to install at Applicant's expense, a Water System Extension

as follows

72 LF ~ 6 INCH PVC, 74 LF ~ 8" PVC, 1181 LF ~ 12" PVC

DRG NO 219057, PLAT PAGE NO 06S, THIS PROJECT IS LOCATD IN ROW

A distance c 1327 feet, more or less

I hereby agree for myself, my heirs, executors, administrators, and assigns, to abide by the Rules and Regulations of the Aurora Water Department and any amendment thereof, and other applicable rules of laws governing the installation and use of said water system extension.

Bruce Anderson 3/20/2019
Applicant Date

B L Anderson EGM Development Operations
Applicant's Signature Title

If applicant is a business entity, only those who have their authority to sign may execute this application.

Approved

Date Date

CITY OF AURORA - WATER DEPARTMENT

AURORA WATER

PUBLIC WATER SYSTEM EXTENSION AGREEMENT
RESIDENTIAL AND COMMERCIAL DEVELOPMENT

03/20/2019

Date 3/22/2019 Extension Number19-023W THAT, in consideration of the mutual promises herein contained and the permission and authorization by the Aurora Water Department, hereinafter referred to as "Department" for Lendlease ,heirs, successors or assigns, hereinafter referred to as 'Applicant', to construct and install a water system extension under and along the public rights-of-way and/or easements of the City of Aurora with the stipulations listed hereunder:

IT IS AGREED, that the said water system extension shall be connected with the existing system at the nearest trunk line at the sole expense of the Applicant with such valves, tees, fire hydrants or other fittings hereto, as may be ordered or approved by the Department, upon the following terms and conditions:

1. The fee for plan review and inspection shall be the net cost to the Department of Code Enforcement for the review and inspection of such water system extension. Such fee shall be payable in advance and the Applicant shall obtain a street excavation permit where required by City Ordinance, rule or regulation. Additionally, the Applicant shall produce evidence that said Applicant and any and all contractors making installations for said Applicant under this Agreement have met all necessary bonding and licensing requirements resulting from the anticipated installation.

2. Immediately upon completion of such water system extension, the contractor installing such water system extension shall file with the Department, a certified statement of all costs and the name and address of the Applicant and his assigns.

3. The Department may issue permits to connect to such water system extension for private services to property abutting such extension, subject to the applicable rules and regulations of the Department. The cost of such permit shall be determined by the proportion of the abutting frontage to be served through such connection as it bears to the entire frontage along the water system extension hereby authorized, computed on the basis of construction cost of such extension as filed with the Department, together with interest thereon at six percent per annum to the date of such connection application. For a period of five (5) years from the completion and acceptance of such water system extension, all private connection fees collected as provided above shall be paid over to the Applicant.

4. Upon installation and acceptance, all mains, hydrants, valves and service facilities shall become the property of the City of Aurora, subject to the right of Applicant to receive private water connection fees as hereinabove provided for a period of five (5) years from the completion and acceptance of said system extension. During such five (5) year period, the Applicant shall indemnify and save harmless the City of Aurora for the costs of adjusting hydrants, valve boxes, and manholes to finished grade and alignment.

5. Applicant shall indemnify and hold harmless the City of Aurora for the costs of repair and maintenance of said water system extension for a period of one (1) year or, IF LATER, until Notice of Final Acceptance is issued. The Notice of Final Acceptance is not to be unreasonably withheld. The period of indemnification shall begin upon issuance of the Notice of Initial Acceptance; which notice shall not be issued until the Applicant has executed a Mechanics' Lien Release to the City of Aurora. The responsibility for the operation of said water system extension shall be that of the Department. Upon expiration of said one (1) year period, the City of Aurora shall be liable for the maintenance and repair of the water system extension.

AURORA WATER

6. The City of Aurora reserves the right to construct any further extension connecting to any water lines authorized by the Agreement as the Department may, from time to time, allow, order, or approve.

7. Any permit issued pursuant to this Agreement shall lapse and expire unless the construction shall be commenced within six (6) months after the date hereof and diligently prosecuted to completion.

8. All construction performed under this Agreement is subject to the following general conditions:

(a) Applicant shall call for and request construction inspection 24 hours in advance of commencement of actual construction.

(b) Applicant shall have a copy of applicable specifications and an APPROVED set of commencement of actual construction.

(c) Applicant shall be responsible for establishing safety measures to protect workmen and the public from any and all harm until construction is completed. All measures shall be in compliance with C.O.S. H. requirements and standards.

(d) Applicant's construction shall be complete and as shown on APPROVED drawings. All construction shall be in accordance with current City Standards and Specifications.

(e) Applicant agrees to promptly pay any inspection overtime charges where such charges result from the operations of the Applicant or its contractor.

(f) The Notice of Initial Acceptance of the construction shall not be issued, nor will roadway construction be allowed over the construction, until soils compaction test results and reports, as well as any other required test reports, applicable to the construction, are submitted to and approved by the Engineer.

Bruce Anderson _____ 3/20/2019 _____

Applicant — Date

B Anderson — Plan Development Operations

Applicant Signature — Title

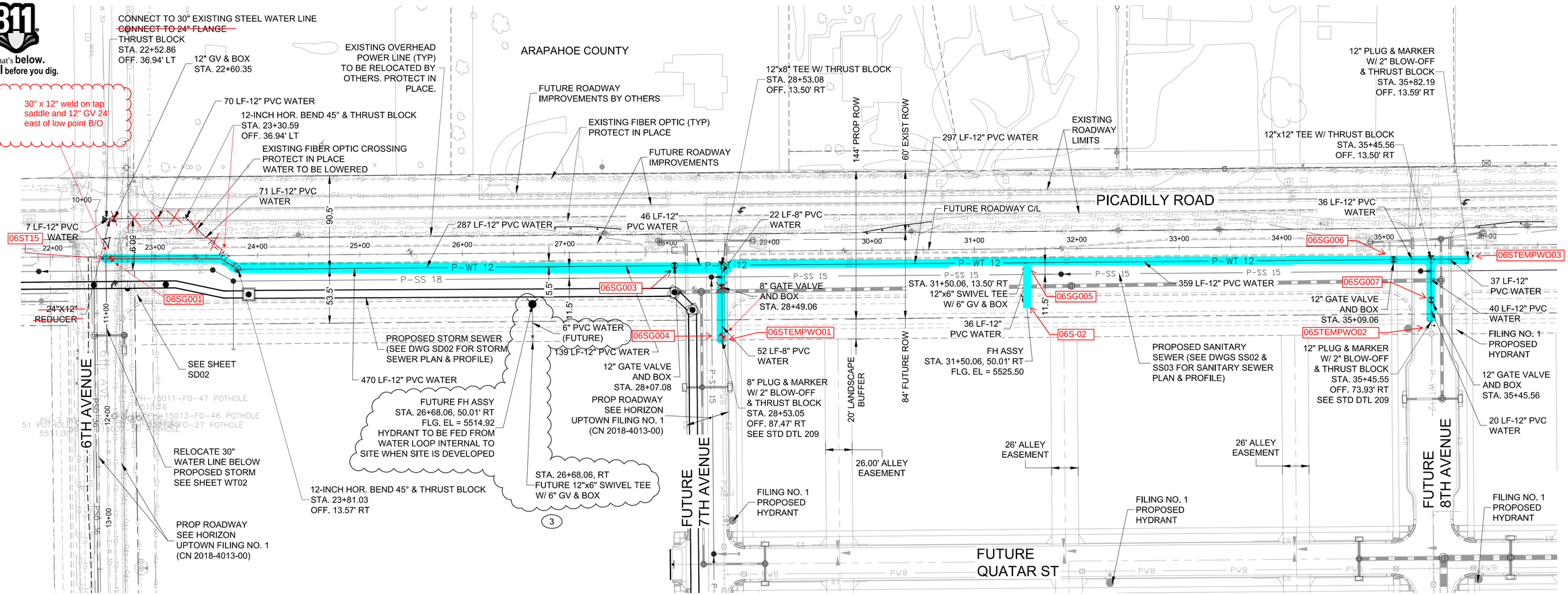
If applicant is a business entity, only those who have proven their authority to sign may execute this application.

Approved:

Aurora Water — Date

REV. 219057

Know what's below. Call before you dig.



UTILITY NOTES

1. ALL MATERIALS, WORKMANSHIP, CONSTRUCTION DETAILS, AND TESTING FOR THE WATER LINE CONSTRUCTION SHALL CONFORM TO STANDARDS AND SPECIFICATIONS REGARDING WATER, SANITARY SEWER AND STORM DRAINAGE INFRASTRUCTURE, LATEST REVISION AS SET FORTH BY THE CITY OF AURORA WATER DEPARTMENT, LATEST REVISION.
2. ALL FIRE HYDRANTS MUST BE LOCATED NOT LESS THAN THREE FEET - SIX INCHES (3'-6") AND NOT MORE THAN 8 FEET FROM THE BACK OF CURB TO THE CENTER OF THE HYDRANT AND BE UNOBSTRUCTED ON THE STREET SIDE. MINIMUM CLEARANCE ON ALL OTHER SIDES SHALL BE 5 FEET. FIRE HYDRANTS MUST BE GRADE STAKED IN THE FIELD. FIRE HYDRANTS ARE NOT ALLOWED IN SIDEWALKS.
3. ALL FIRE HYDRANTS MUST BE GRADE STAKED IN FIELD WHENEVER CURB & GUTTER HAS NOT BEEN INSTALLED.
4. ALL UTILITY EASEMENTS MUST REMAIN UNOBSTRUCTED AND FULLY ACCESSIBLE ALONG THEIR ENTIRE LENGTH FOR MAINTENANCE EQUIPMENT.
5. WATER MAIN RESTRAINT SHALL BE IN ACCORDANCE WITH THE STANDARDS AND SPECIFICATIONS REGARDING WATER, SANITARY SEWER AND STORM DRAINAGE INFRASTRUCTURE, LATEST REVISION. MEGALUGS OR UNI-FLANGE MAY BE USED IN PLACE OF RODS AND CLAMPS.
6. WATER LINE VALVES ARE NOT ALLOWED IN CROSS PANS.
7. ALL WATER METERS, WATER SERVICE LINES AND SANITARY SEWER SERVICE LINES ARE NOT ALLOWED IN OR UNDER DRIVEWAYS.
8. ALL SANITARY SERVICE LINES SHALL BE TEES OFF OF MAINS. WYES SHALL BE USED FOR LOTS AT BACK OF CUL-DE-SACS.
9. WATER PRESSURE ZONE 3. ZERO (0) PSI @ ELEVATION = 5720.00. A PRESSURE REDUCING VALVE (PRV) IS REQUIRED WHEN THE PRESSURE AT THE UNIT IS GREATER THAN (80) PSI. PRV'S ARE NOT ALLOWED IN CITY OF AURORA OWNED AND MAINTAINED METER PITS.
10. ADJUST ALL MANHOLES, FIRE HYDRANTS, AND VALVE BOXES TO GRADE PER AURORA WATER STANDARDS AND SPECIFICATIONS REGARDING WATER, SANITARY SEWER AND STORM SEWER INFRASTRUCTURE, LATEST REVISION, AS NECESSARY.
11. ALL FIRE LINES AND COMMERCIAL WATER SERVICE LINES REQUIRE REDUCED PRESSURE BACK FLOW ASSEMBLY OR DOUBLE CHECK VALVES AS REQUIRED BY THE CITY OF AURORA WATER DEPARTMENT. CONTACT WATER SERVICES AT (303) 326-8114 OR (303) 326-8129 FOR INSPECTION PRIOR TO THE ISSUANCE OF A CERTIFICATE OF OCCUPANCY.
12. THE CONTRACTOR SHALL CONTACT AURORA WATER ENGINEERING AT (303) 739-7370 FOR INSPECTION OF ANY REQUIRED GREASE TRAPS OR SAND/ OIL INTERCEPTORS PRIOR TO THE ISSUANCE OF THE CERTIFICATE OF OCCUPANCY.
13. THE CONTRACTOR SHALL CONTACT THE AURORA WATER INSPECTION LINE AT (303) 739-7385 AT LEAST 24 HOURS IN ADVANCE OF COMMENCING CONSTRUCTION OF ANY WET UTILITY TO SCHEDULE INSPECTIONS.
14. TOTAL BUILDING SURFACE AREA = N/A TOTAL HARD SURFACE = N/A

PROJECT SPECIFIC NOTES

1. PVC WATER PIPES SHALL BE PRESSURE CLASS 305 AND CONFORM TO THE REQUIREMENTS OF DR 14. SEE SECTION 14.01 AND 14.02 OF THE AURORA WATER STANDARDS AND SPECIFICATIONS.
2. WET TAPS ARE TO BE PERFORMED BY THE CITY OF AURORA.
3. SEE HORIZON UPTOWN PHASE ONE RESIDENTIAL SUBDIVISION FILING NO. 1 PLANS FOR WATER IMPROVEMENTS EAST OF PICADILLY ROAD.

BENCHMARK

BENCHMARK ID: 4S6601NE002, OLD BENCHMARK ID G-085.
BASIS OF ELEVATIONS FOR THIS SURVEY CONTROL DRAWING.
ELEVATION: 5543.139 U.S. ft. 1689.552 m
URS EL: 5543.139 U.S. ft. NAVD 1988
ON I-70 FRONTAGE
DESCRIPTION: 3" DIAM. BRASS CAP ATOP A 30" LONG STEEL PIPE IN CONC. 1 FT. NORTH OF THE SOUTH R/W FENCE OF THE SOUTH FRONTAGE RD. FOR I-70, AND 26.5 FT. M/L EAST OF THE NORTH-SOUTH CL FOR SEC. 1, T4S, R66W.

N

50 0 50 100
SCALE IN FEET
ORIGINAL SCALE

NOTES:
1. CONTRACTOR TO VERIFY LOCATION OF ALL EXISTING UTILITIES.
2. ALL WORK SHALL CONFORM TO CITY OF AURORA STANDARDS & SPECIFICATIONS REGARDING WATER, SANITARY SEWER AND STORM DRAINAGE, LATEST REVISION.

PRINT DATE:	*OCTOBER 24, 2019*
FILE NAME:	*20 WATER PLAN*
HORIZONTAL SCALE:	*1" = 50'* VERTICAL SCALE: *N/A*

Matrix DESIGN GROUP
AN EMPLOYEE-OWNED COMPANY
1601 BLAKE ST., SUITE #200
DENVER, CO 80202
PHONE: (303) 572-0200

SHEET REVISIONS

REV	DATE	COMMENTS	INITIALS
1	5/24/19	ADD FLANGE ELEVATIONS	EP
3	10/24/19	CHANGE HYDRANT TO FUTURE	JW

OWNER:
HULand1 LLC
9800 MOUNT PYRAMID COURT, SUITE 400
ENGLEWOOD, CO 80112
PHONE: (720) 895-1935
www.lendlease.com

This electronic plan is a facsimile of the signed and sealed PDF set
Jason C Rutt PE #36791
Date: 10/24/19
FOR AND ON BEHALF OF MATRIX DESIGN GROUP, INC
PROJECT No. 17.873.003

HORIZON UPTOWN SUBDIVISION FILING NO. 1
OFFSITE UTILITY IMPROVEMENTS
WATER PLAN

DESIGNER:	*JR*	STRUCTURE NUMBERS	
DETAILER:	*JW*		
SHEET SUBSET:	---	SHEET NO:	*11* ---

PROJECT NUMBER

DRAWING NUMBER
WT01

R:\16.873.001.000 (Horizon Uptown)\Dwg\Construction Plans\Off-Site Utilities\Sanitary & Water\20 WATER PLAN

REVISED ON 11/07/2019

Water Department
15151 E Alameda Pky
Aurora CO 80012
303-739-7370

07/01/2019

STORM DRAINAGE

CITY OF AURORA - WATER DEPARTMENT

PUBLIC STORM DRAINAGE SYSTEM EXTENSION APPLICATION

RESIDENTIAL AND COMMERCIAL DEVELOPMENT

Date 07/01/2019 Extension Number 19-043SS

Petition of HULand1 LLC Applicant Phone 772-539-2929

Address 22838 E 6th Ave, Aurora, Colorado 80018

For Permission to authorize Hudick Excavating Inc. dba HEI Civil Contractor,

Phone 303-688-9500,to install at Applicant's expense, a Storm Sewer System Extension

as follows Horizon Uptown Subdivision Filing No.1 - Offsite Utility Improvements

288 LF ~ 6'x5' RCBC

DRG NO 219057, PLAT PAGE 06S, THIS PROJECT IS LOCATED IN ROW

A distance of 288 feet, more or less

I hereby agree for myself, my heirs, executors, administrators, and assigns, to abide by the Rules and Regulations of the Aurora Water Department and any amendment thereof, and other applicable rules of laws governing the installation and use of said storm drainage system extension.

HULand1 LLC	07/01/2019
Applicant	Date
Karen Voit	Karen Voit, Authorized Person
Applicant's Signature	Title

If applicant is a business entity, only those who have their authority to sign may execute this application.

Approved

Date	Date

CITY OF AURORA - WATER DEPARTMENT

AURORA WATER

PUBLIC STORM DRAINAGE SYSTEM EXTENSION AGREEMENT
RESIDENTIAL AND COMMERCIAL DEVELOPMENT

07/01/2019

Date 07/01/2019 Extension Number 19-043SS

THAT, in consideration of the mutual promises herein contained and the permission and authorization by the Aurora Water Department, hereinafter referred to as "Department" for _____ ,heirs, successors or assigns, hereinafter referred to as 'Applicant', to construct and install a storm drainage system extension under and along the public rights-of-way and/or easements of the City of Aurora with the stipulations listed hereunder:

IT IS AGREED, that the said storm drainage system extension shall be connected with the existing system at the nearest trunk line at the sole expense of the Applicant with such facilities and appurtenances thereto, as may be ordered or approved by the Department, upon the following terms and conditions:

1. The fee for plan review and inspection shall be the net cost to the Department of Code Enforcement for the review and inspection of such storm drainage system extension. Such fee shall be payable in advance and the Applicant shall obtain a street excavation permit where required by City Ordinance, rule or regulation. Additionally, the Applicant shall produce evidence that said Applicant and any and all contractors making installations for said Applicant under this Agreement have met all necessary bonding and licensing requirements resulting from the anticipated installation.

2. Immediately upon completion of such storm drainage system extension, the contractor installing such storm drainage system extension shall file with the Department, a certified statement of all costs and the name and address of the Applicant and his assigns.

3. Upon installation and acceptance, the storm drainage system extension shall become the property of the City of Aurora. Following acceptance and during a five (5) year period thereafter, the Applicant shall indemnify and save harmless the City of Aurora for the costs of adjusting any manholes to finished grade and alignment

4. Applicant shall indemnify and hold harmless the City of Aurora for the costs of repair and maintenance of said storm drainage system extension for a period of one (1) year or, IF LATER, until Notice of Final Acceptance is issued. The Notice of Final Acceptance is not to be unreasonably withheld. The period of indemnification shall begin upon issuance of the Notice of Initial Acceptance; which notice shall not be issued until the Applicant has executed a Mechanics' Lien Release to the City of Aurora. The responsibility for the operation of said storm drainage system extension shall be that of the Department. Upon expiration of said one (1) year period, the City of Aurora shall be liable for the maintenance and repair of the storm drainage system extension.

AURORA WATER

5. The City of Aurora reserves the right to construct any further extension connecting to storm drainage facilities authorized by this Agreement as the Department may, from time to time, allow, order, or approve

6. Any permit issued pursuant to this Agreement shall lapse and expire unless the construction shall be commenced within six (6) months after the date hereof and diligently prosecuted to completion.

7. All construction performed under this Agreement is subject to the following general conditions:

(a) Applicant shall call for and request construction inspection 24 hours in advance of commencement of actual construction.

(b) Applicant shall have a copy of applicable specifications and an APPROVED set of commencement of actual construction.

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(e) Applicant agrees to promptly pay any inspection overtime charges where such charges result from the operations of the Applicant or its contractor.

(f) The Notice of Initial Acceptance of the construction shall not be issued, nor will roadway construction be allowed over the construction, until soils compaction test results and reports, as well as any other required test reports, applicable to the construction, are submitted to and approved by the Engineer.

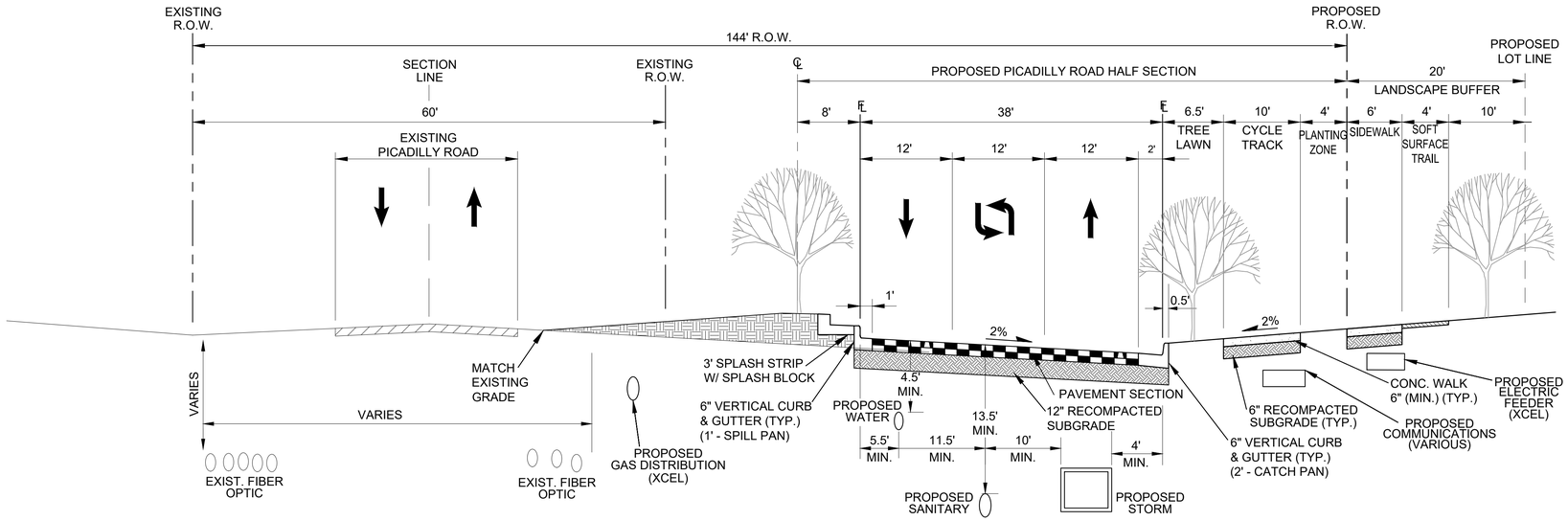
HULand1 LLC	07/01/2019
Applicant	Date
Karen Voit	Karen Voit, Authorized Person
Applicant Signature	Title

If applicant is a business entity, only those who have proven their authority to sign may execute this application.

Approved:

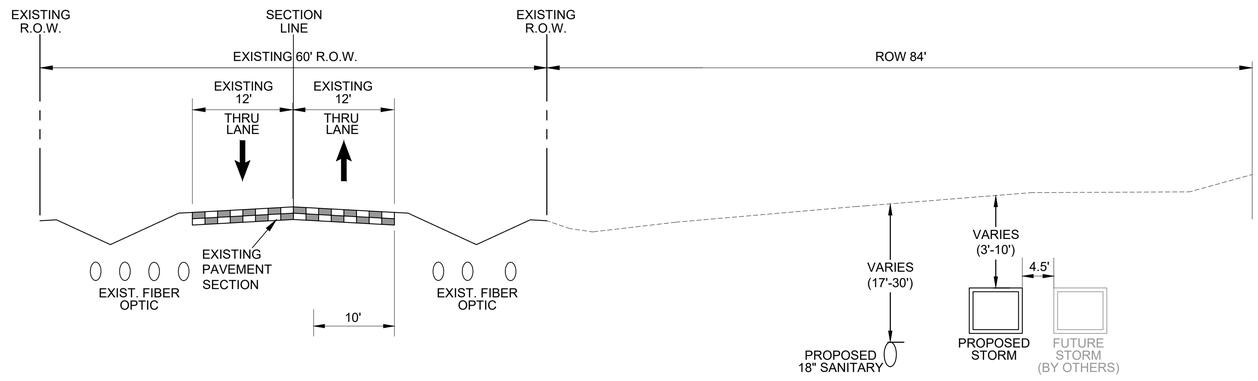
Aurora Water	Date

Know what's **below.** **Call** before you dig.



TYPICAL SECTION 1 - INTERIM PICADILLY ROAD (NORTH OF 6TH AVE)
(PROPOSED - FOR REFERENCE ONLY, NOT A PART OF THIS PLAN)

N.T.S.



TYPICAL SECTION 2 - EXISTING PICADILLY ROAD (SOUTH OF 6TH AVE)

N.T.S.

NOTES:
1. CONTRACTOR TO VERIFY LOCATION OF ALL EXISTING UTILITIES.
2. ALL WORK SHALL CONFORM TO CITY OF AURORA STANDARDS & SPECIFICATIONS REGARDING WATER, SANITARY SEWER AND STORM DRAINAGE, LATEST REVISION.

PRINT DATE: *FEBRUARY 28, 2019*
FILE NAME: *04 TYPICAL SECTIONS*
HORIZONTAL SCALE: *N/A* VERTICAL SCALE: *N/A*

Matrix DESIGN GROUP
AN EMPLOYEE-OWNED COMPANY
1601 BLAKE ST., SUITE #200
DENVER, CO 80202
PHONE: (303) 572-0200

SHEET REVISIONS

REV	DATE	COMMENTS	INITIALS

OWNER:
HULand1 LLC
9800 MOUNT PYRAMID COURT, SUITE 400
ENGLEWOOD, CO 80112
PHONE: (720) 895-1935
www.lendlease.com

This electronic plan is a facsimile of the signed and sealed PDF set

Date: 3/6/19
Jason C Rutt PE #36791

FOR AND ON BEHALF OF MATRIX DESIGN GROUP, INC
PROJECT No. 17.873.003

HORIZON UPTOWN SUBDIVISION FILING NO. 1
OFFSITE UTILITY IMPROVEMENTS
TYPICAL SECTIONS

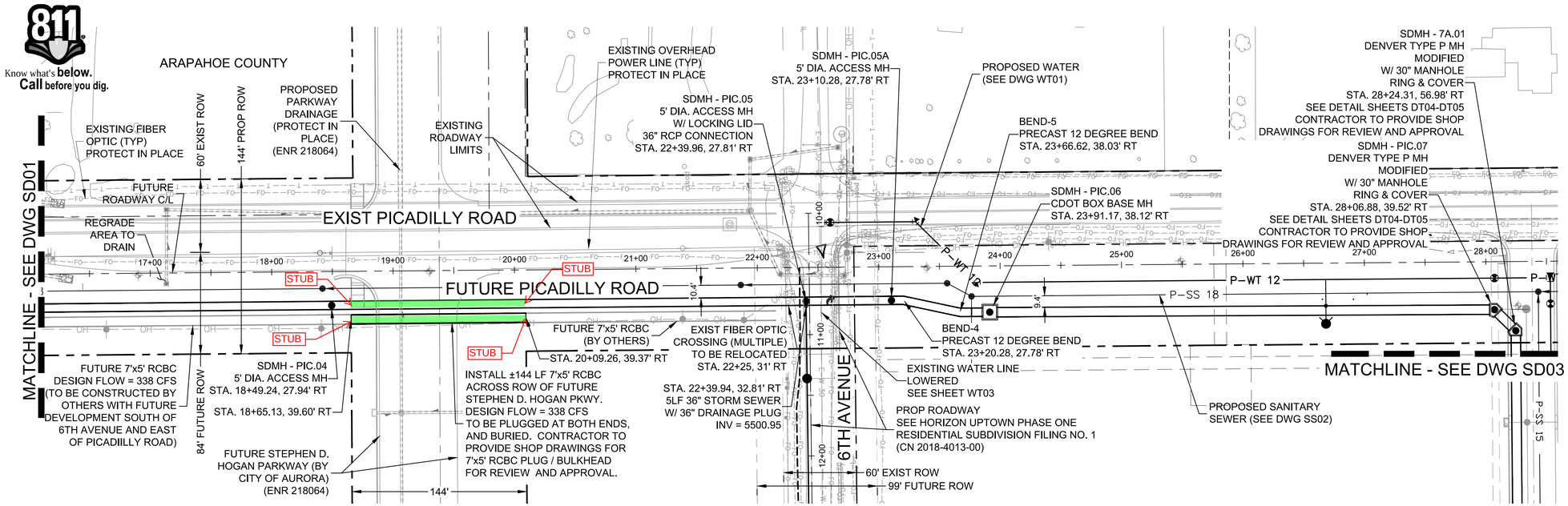
DESIGNER: *JR*
DETAILER: *JW*
SHEET SUBSET: *---*
STRUCTURE NUMBERS:
SHEET NO: *04*

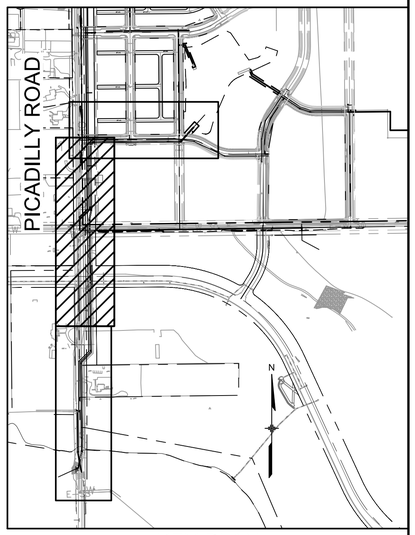
PROJECT NUMBER

STORM SEWER EXTENSION AGREEMENT
PLAT PAGE NO.: *06S*
EXTENSION NO.: *19-043SS*
DIAMETER: 7 ft x 5 ft
LENGTH: 288LF
MATERIAL: RCBC
DATE: *07/24/2019* BY: *RT*
REVIEWED BY: *CB*

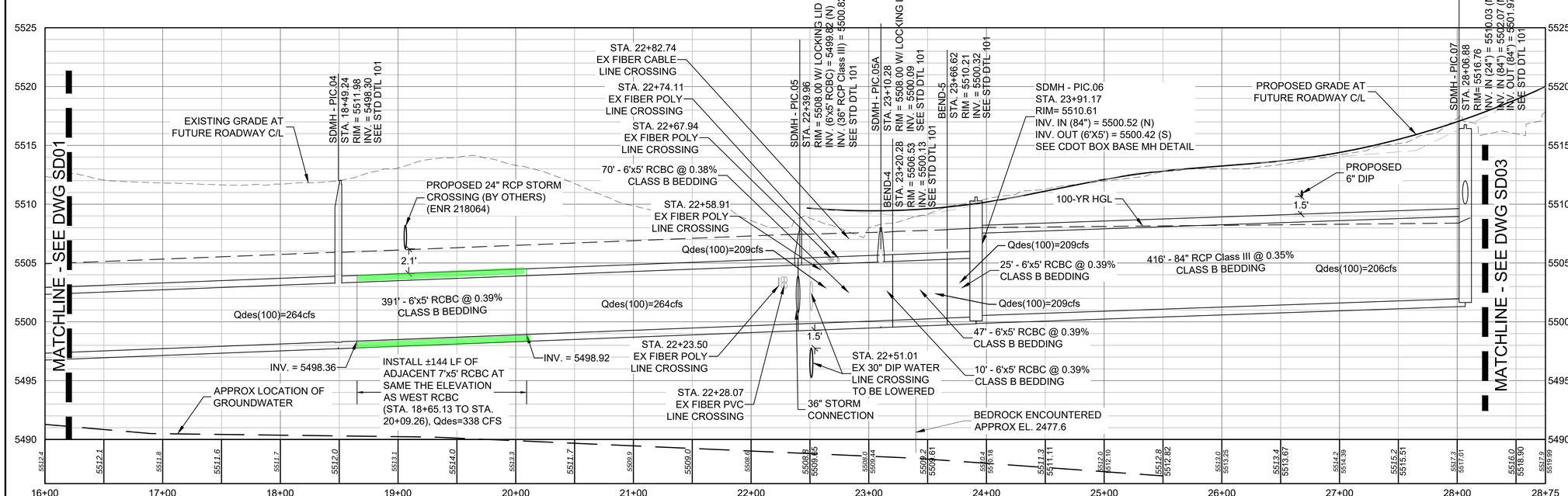
R:\16.873.001.000 (horizon uptown)\Dwg\construction plans\off-site utilities\sanitary & water\04 TYPICAL SECTIONS

APPROVED ON 03/20/2019





KEY PLAN
1" = 500'



NOTES:
1. CONTRACTOR TO VERIFY LOCATION OF ALL EXISTING UTILITIES.
2. ALL WORK SHALL CONFORM TO CITY OF AURORA STANDARDS & SPECIFICATIONS REGARDING WATER, SANITARY SEWER AND STORM DRAINAGE, LATEST REVISION.

BENCHMARK:

BENCHMARK ID: 4S6601NE002, OLD BENCHMARK ID G–085. BASIS OF ELEVATIONS FOR THIS SURVEY CONTROL DRAWING.
ELEVATION: 5543.139 U.S. ft. 1689.552 m
URS EL: 5543.139 U.S. ft. NAVD 1988
ON I–70 FRONTAGE
DESCRIPTION: 3" DIAM. BRASS CAP ATOP A 30" LONG STEEL PIPE IN CONC. 1 FT. NORTH OF THE SOUTH R/W FENCE OF THE SOUTH FRONTAGE RD. FOR I–70, AND 26.5 FT. M/L EAST OF THE NORTH–SOUTH CL FOR SEC. 1, T4S, R66W.

NOTES:
1. ALL VALVE ACCESS STRUCTURES AND MANHOLES WILL NEED TO BE ADJUSTED TO FUTURE GRADE ONCE PICADILLY ROAD IS CONSTRUCTED.
2. CONTRACTOR TO VERIFY LOCATION OF ALL EXISTING UTILITIES.
3. ALL WORK SHALL CONFORM TO AURORA WATER STANDARDS & SPECIFICATIONS REGARDING WATER, SANITARY SEWER AND STORM DRAINAGE, LATEST REVISION.
4. SEE DETAILS AT END OF PLAN SET FOR BOX CULVERT AND WINGWALLS.
5. STORM SEWER IS PUBLIC AND DESIGNED FOR THE 100-YR EVENT UNLESS OTHERWISE NOTED.
6. 84-INCH PIPE IS PROPOSED DUE TO THE AVAILABILITY OF MATERIALS. 78-INCH REQUIRED FOR CAPACITY.
7. 6TH AVENUE MANHOLE RIMS SHOWN AT EXISTING GROUND ELEVATIONS. RIMS TO BE ADJUSTED WITH FILING NO. 1 6TH AVENUE GRADING.
8. ENSURE THAT PROVISIONS CRS 37-92-602, AS AMENDED BY SENATE BILL 15-212, REGARDING NOTIFICATION OF DOWNSTREAM WATER RIGHTS HOLDERS ARE UPHELD.

N

50 0 50 100
SCALE IN FEET
ORIGINAL SCALE

PRINT DATE:	*APRIL 29, 2019*
FILE NAME:	*16 STORM PLAN & PROFILE*
HORIZONTAL SCALE:	*1" = 50'* VERTICAL SCALE: *1" = 5'*

Matrix DESIGN GROUP
AN EMPLOYEE-OWNED COMPANY
1601 BLAKE ST., SUITE #200
DENVER, CO 80202
PHONE: (303) 572-0200

SHEET REVISIONS

REV	DATE	COMMENTS	INITIALS
1	4/15/19	NEW SHEET - STORM	SK

OWNER:
HULand1 LLC
9800 MOUNT PYRAMID COURT, SUITE 400
ENGLEWOOD, CO 80112
PHONE: (720) 895-1935
www.lendlease.com

This electronic plan is a facsimile of the signed and sealed PDF set
Date: 4/29/19
Jason C Rutt PE #36791
FOR AND ON BEHALF OF MATRIX DESIGN GROUP, INC
PROJECT No. 17.873.003

HORIZON UPTOWN SUBDIVISION FILING NO. 1
OFFSITE UTILITY IMPROVEMENTS
STORM PLAN & PROFILE

DESIGNER:	*JR*	STRUCTURE NUMBERS	
DETAILER:	*JW*		
SHEET SUBSET:	---	SHEET NO:	*22* ---

PROJECT NUMBER

STORM SEWER EXTENSION AGREEMENT
PLAT PAGE NO.: *06S*
EXTENSION NO.: *19-043SS*
DIAMETER: *7 ft x 5 ft*
LENGTH: *288 LF*
MATERIAL: *RCBC*
DATE: *07/24/2019* BY: *RT*
REVIEWED BY: *CB*

R:\16.873.001.000 (horizon uptown)\Dwg\construction plans\off-site utilities\Storm\16 STORM PLAN & PROFILE

APPROVED ON 05/02/2019

Water Department
15151 E Alameda Pky
Aurora CO 80012
303-739-7370

07/01/2019

STORM DRAINAGE

CITY OF AURORA - WATER DEPARTMENT

PUBLIC STORM DRAINAGE SYSTEM EXTENSION APPLICATION

RESIDENTIAL AND COMMERCIAL DEVELOPMENT

Date 07/01/2019 Extension Number 19-044SS

Petition of HULandl LLC Applicant Phone 772-539-2929

Address 22838 E 6th Ave, Aurora, Colorado 80018

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Phone 303-688-9500,to install at Applicant's expense, a Storm Sewer System Extension

as follows Horizon Uptown Subdivision Filing No.1 - Offsite Utility Improvements

131 LF ~ 8'x4' RCBC, 1070 LF ~ 6'x5' RCBC

DRG NO 219057, PLAT PAGE 06S, THIS PROJECT IS LOCATED IN ROW

A distance of 1201 feet, more or less

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HULandl LLC	07/01/2019
Applicant	Date
Karen Voit	Karen Voit, Authorized Person
Applicant's Signature	Title

If applicant is a business entity, only those who have their authority to sign may execute this application.

Approved

Date	Date

CITY OF AURORA - WATER DEPARTMENT

AURORA WATER

PUBLIC STORM DRAINAGE SYSTEM EXTENSION AGREEMENT
RESIDENTIAL AND COMMERCIAL DEVELOPMENT

07/01/2019

Date 07/01/2019 Extension Number 19-044SS

THAT, in consideration of the mutual promises herein contained and the permission and authorization by the Aurora Water Department, hereinafter referred to as "Department" for _____ ,heirs, successors or assigns, hereinafter referred to as 'Applicant', to construct and install a storm drainage system extension under and along the public rights-of-way and/or easements of the City of Aurora with the stipulations listed hereunder:

IT IS AGREED, that the said storm drainage system extension shall be connected with the existing system at the nearest trunk line at the sole expense of the Applicant with such facilities and appurtenances thereto, as may be ordered or approved by the Department, upon the following terms and conditions:

1. The fee for plan review and inspection shall be the net cost to the Department of Code Enforcement for the review and inspection of such storm drainage system extension. Such fee shall be payable in advance and the Applicant shall obtain a street excavation permit where required by City Ordinance, rule or regulation. Additionally, the Applicant shall produce evidence that said Applicant and any and all contractors making installations for said Applicant under this Agreement have met all necessary bonding and licensing requirements resulting from the anticipated installation.

2. Immediately upon completion of such storm drainage system extension, the contractor installing such storm drainage system extension shall file with the Department, a certified statement of all costs and the name and address of the Applicant and his assigns.

3. Upon installation and acceptance, the storm drainage system extension shall become the property of the City of Aurora. Following acceptance and during a five (5) year period thereafter, the Applicant shall indemnify and save harmless the City of Aurora for the costs of adjusting any manholes to finished grade and alignment

4. Applicant shall indemnify and hold harmless the City of Aurora for the costs of repair and maintenance of said storm drainage system extension for a period of one (1) year or, IF LATER, until Notice of Final Acceptance is issued. The Notice of Final Acceptance is not to be unreasonably withheld. The period of indemnification shall begin upon issuance of the Notice of Initial Acceptance; which notice shall not be issued until the Applicant has executed a Mechanics' Lien Release to the City of Aurora. The responsibility for the operation of said storm drainage system extension shall be that of the Department. Upon expiration of said one (1) year period, the City of Aurora shall be liable for the maintenance and repair of the storm drainage system extension.

AURORA WATER

5. The City of Aurora reserves the right to construct any further extension connecting to storm drainage facilities authorized by this Agreement as the Department may, from time to time, allow, order, or approve

6. Any permit issued pursuant to this Agreement shall lapse and expire unless the construction shall be commenced within six (6) months after the date hereof and diligently prosecuted to completion.

7. All construction performed under this Agreement is subject to the following general conditions:

(a) Applicant shall call for and request construction inspection 24 hours in advance of commencement of actual construction.

(b) Applicant shall have a copy of applicable specifications and an APPROVED set of commencement of actual construction.

(c) Applicant shall be responsible for establishing safety measures to protect workmen and the public from any and all harm until construction is completed. All measures shall be in compliance with C.O.S. H. requirements and standards.

(d) Applicant's construction shall be complete and as shown on APPROVED drawings. All construction shall be in accordance with current City Standards and Specifications.

(e) Applicant agrees to promptly pay any inspection overtime charges where such charges result from the operations of the Applicant or its contractor.

(f) The Notice of Initial Acceptance of the construction shall not be issued, nor will roadway construction be allowed over the construction, until soils compaction test results and reports, as well as any other required test reports, applicable to the construction, are submitted to and approved by the Engineer.

HULand1 LLC	07/01/2019
Applicant	Date
Karen Voit	Karen Voit, Authorized Person
Applicant Signature	Title

If applicant is a business entity, only those who have proven their authority to sign may execute this application.

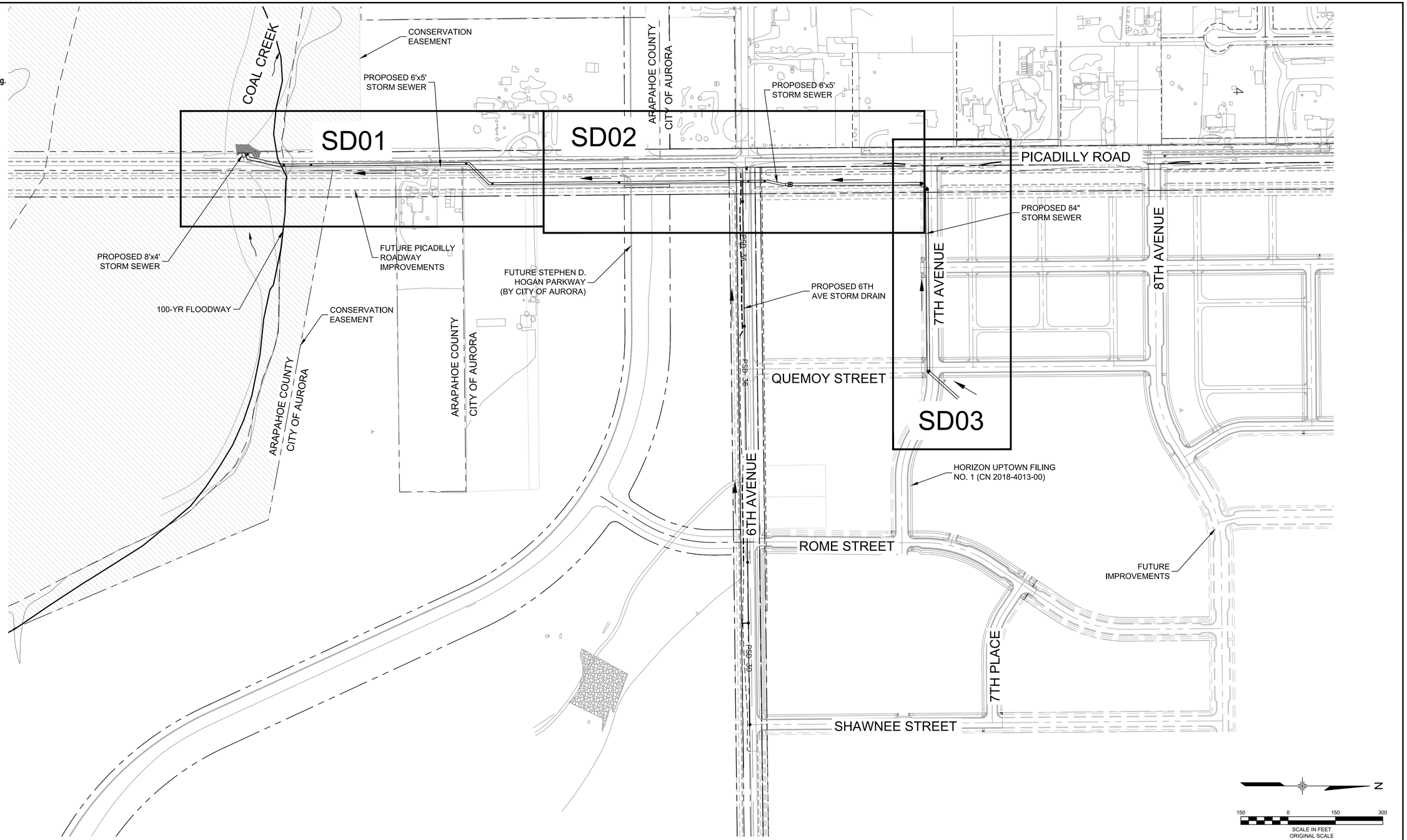
Approved:

Aurora Water	Date

20

219057

Know what's **below.** **Call** before you dig.



NOTES:
1. CONTRACTOR TO VERIFY LOCATION OF ALL EXISTING UTILITIES.
2. ALL WORK SHALL CONFORM TO CITY OF AURORA STANDARDS & SPECIFICATIONS REGARDING WATER, SANITARY SEWER AND STORM DRAINAGE, LATEST REVISION.

PRINT DATE:	*APRIL 29, 2019*		
FILE NAME:	*15 STORM P&P INDEX SHEET*		
HORIZONTAL SCALE:	*1" = 150'*	VERTICAL SCALE:	*N/A*

Matrix DESIGN GROUP
AN EMPLOYEE-OWNED COMPANY
1601 BLAKE ST., SUITE #200
DENVER, CO 80202
PHONE: (303) 572-0200

SHEET REVISIONS

REV	DATE	COMMENTS	INITIALS
1	4/15/19	NEW SHEET - STORM	SK

OWNER:
HULand1 LLC
9800 MOUNT PYRAMID COURT, SUITE 400
ENGLEWOOD, CO 80112
PHONE: (720) 895-1935
www.lendlease.com

This electronic plan is a facsimile of the signed and sealed PDF set

Date: 4/29/19
Jason C Rutt PE #36791

FOR AND ON BEHALF OF
MATRIX DESIGN GROUP, INC
PROJECT No. 17.873.003

HORIZON UPTOWN SUBDIVISION FILING NO. 1
OFFSITE UTILITY IMPROVEMENTS
STORM PLAN & PROFILE SHEET INDEX

DESIGNER:	*JR*	STRUCTURE NUMBERS	
DETAILER:	*JW*		
SHEET SUBSET:	*----*	SHEET NO:	*20*

PROJECT NUMBER

STORM SEWER EXTENSION AGREEMENT	
PLAT PAGE NO.:	*06S*
EXTENSION NO.:	*19-044SS*
DIAMETER:	72x60, 96x48 INCH
LENGTH:	1201 LF
MATERIAL:	RCBC
DATE:	*07/24/2019* BY: *DP*
REVIEWED BY:	*CB*

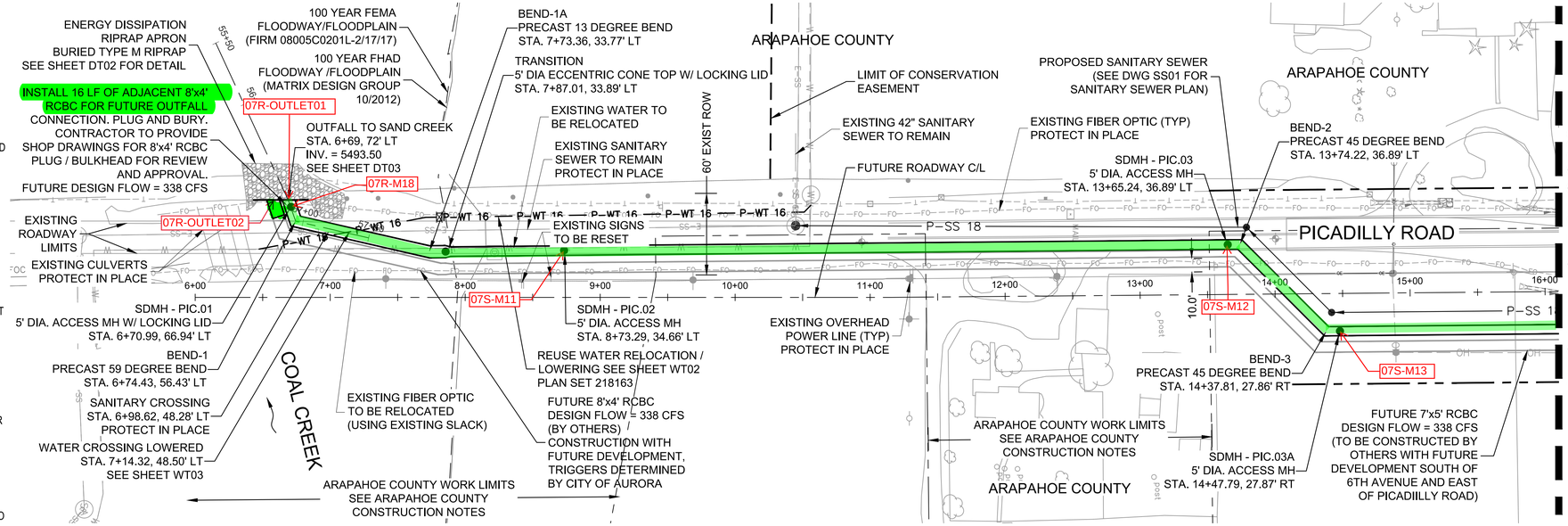
R:\16.873.001.000 (horizon uptown)\Dwg\construction plans\off-site utilities\Storm\15 STORM P&P INDEX SHEET

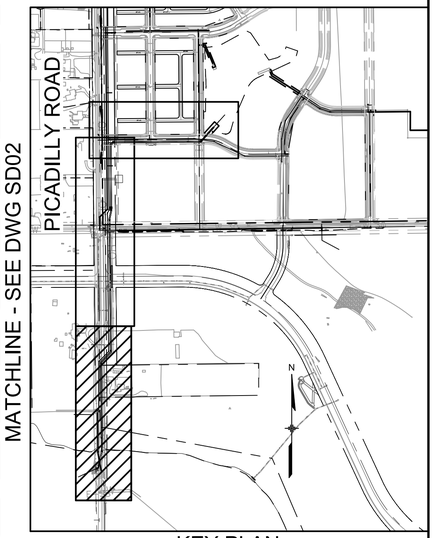
APPROVED ON 05/02/2019

Know what's **below.** **Call** before you dig.

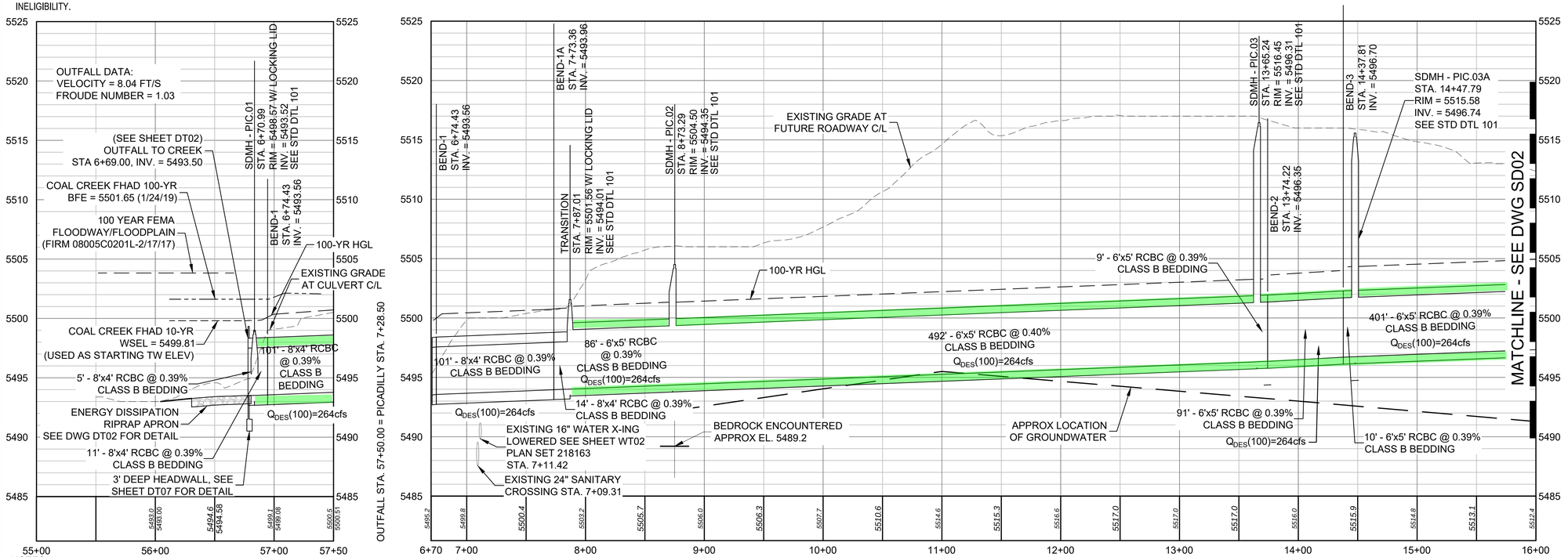
FLOODWAY NOTES:

1. ARAPAHOE COUNTY FLOODPLAIN DEVELOPMENT PERMIT IS REQUIRED PRIOR TO ANY WORK WITHIN THE FLOODPLAIN.
2. THE URBAN DRAINAGE AND FLOOD CONTROL DISTRICT WILL CONDUCT SITE VISITS DURING THE PROJECT CONSTRUCTION WITHIN OR NEAR THE CHANNEL TO OBSERVE CONSTRUCTION FOR CONFORMANCE WITH THE APPROVED PLANS AND SPECIFICATIONS. PLEASE CONTACT SCOTT DIRSCHL, UDFCD CONSTRUCTION MANAGER (303-455-6227), SDIRSCHL@UDFCD.ORG TO SCHEDULE A PRECONSTRUCTION MEETING. ALL STRUCTURAL AND GROUTED BOULDER WORK REQUIRES 48-HOURS NOTICE PRIOR TO ANY CONSTRUCTION OR CONCRETE PLACEMENT. STANDARDS AND SPECIFICATIONS FOR ALL OUTFALL AND CHANNEL WORK CAN BE ACCESSED AT WWW.UDFCD.ORG UNDER THE REFERENCES SECTION. FAILURE TO NOTIFY MAY RESULT IN PROJECT INELIGIBILITY.





KEY PLAN
1" = 500'



NOTES:
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NOTE: ALL STATIONING BASED OFF PICADILLY ROADWAY ALIGNMENT

BENCHMARK:

BENCHMARK ID: 4S6601NE002, OLD BENCHMARK ID G–085. BASIS OF ELEVATIONS FOR THIS SURVEY CONTROL DRAWING.
ELEVATION: 5543.139 U.S. ft. 1689.552 m
URS EL: 5543.139 U.S. ft. NAVD 1988
ON I–70 FRONTAGE
DESCRIPTION: 3" DIAM. BRASS CAP ATOP A 30" LONG STEEL PIPE IN CONC. 1 FT. NORTH OF THE SOUTH R/W FENCE OF THE SOUTH FRONTAGE RD. FOR I–70, AND 26.5 FT. M/L EAST OF THE NORTH–SOUTH CL FOR SEC. 1, T4S, R66W.

NOTES:
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2. CONTRACTOR TO VERIFY LOCATION OF ALL EXISTING UTILITIES.
3. ALL WORK SHALL CONFORM TO AURORA WATER STANDARDS & SPECIFICATIONS REGARDING WATER, SANITARY SEWER AND STORM DRAINAGE, LATEST REVISION.
4. SEE DETAILS AT END OF PLAN SET FOR BOX CULVERT AND WINGWALLS.
5. STORM SEWER IS PUBLIC AND DESIGNED FOR THE 100-YR EVENT UNLESS OTHERWISE NOTED.
6. 84-INCH PIPE IS PROPOSED DUE TO THE AVAILABILITY OF MATERIALS. 78-INCH REQUIRED FOR CAPACITY.
7. 6TH AVENUE MANHOLE RIMS SHOWN AT EXISTING GROUND ELEVATIONS. RIMS TO BE ADJUSTED WITH FILING NO. 1 6TH AVENUE GRADING.
8. ENSURE THAT PROVISIONS CRS 37-92-602, AS AMENDED BY SENATE BILL 15-212, REGARDING NOTIFICATION OF DOWNSTREAM WATER RIGHTS HOLDERS ARE UPHELD.

N

50 0 50 100
SCALE IN FEET
ORIGINAL SCALE

R:\16.873.001.000 (horizon uptown)\Dwg\construction plans\off-site utilities\Storm\16 STORM PLAN & PROFILE

PRINT DATE: *APRIL 29, 2019*
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Matrix DESIGN GROUP
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PHONE: (303) 572-0200

SHEET REVISIONS

REV	DATE	COMMENTS	INITIALS
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OWNER:
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Jason C Rutt PE #36791
FOR AND ON BEHALF OF MATRIX DESIGN GROUP, INC
PROJECT No. 17.873.003

HORIZON UPTOWN SUBDIVISION FILING NO. 1
OFFSITE UTILITY IMPROVEMENTS
STORM PLAN & PROFILE

DESIGNER:	*JR*	STRUCTURE NUMBERS	
DETAILER:	*JW*		
SHEET SUBSET:	---	SHEET NO:	*21* ---

PROJECT NUMBER

STORM SEWER EXTENSION AGREEMENT	
PLAT PAGE NO.:	*06S*
EXTENSION NO.:	*19-044SS*
DIAMETER:	72x60, 96x48 INCH
LENGTH:	1201 LF
MATERIAL:	RCBC
DATE:	*07/24/2019* BY: *DP*
REVIEWED BY:	*CB*

APPROVED ON 05/02/2019

Know what's below. Call before you dig.

ARAPAHOE COUNTY

EXISTING FIBER OPTIC (TYP) PROTECT IN PLACE

60' EXIST ROW

144' PROP ROW

PROPOSED PARKWAY DRAINAGE (PROTECT IN PLACE) (ENR 218064)

EXISTING ROADWAY LIMITS

EXISTING OVERHEAD POWER LINE (TYP) PROTECT IN PLACE

SDMH - PIC.05
5' DIA. ACCESS MH
W/ LOCKING LID
36" RCP CONNECTION
STA. 22+39.96, 27.81' RT

SDMH - PIC.05A
5' DIA. ACCESS MH
STA. 23+10.28, 27.78' RT

PROPOSED WATER (SEE DWG WT01)

BEND-5
PRECAST 12 DEGREE BEND
STA. 23+66.62, 38.03' RT

SDMH - PIC.06
CDOT BOX BASE MH
STA. 23+91.17, 38.12' RT

SDMH - 7A.01
DENVER TYPE P MH
MODIFIED
W/ 30" MANHOLE
RING & COVER
STA. 28+24.31, 56.98' RT
SEE DETAIL SHEETS DT04-DT05
CONTRACTOR TO PROVIDE SHOP DRAWINGS FOR REVIEW AND APPROVAL

SDMH - PIC.07
DENVER TYPE P MH
MODIFIED
W/ 30" MANHOLE
RING & COVER
STA. 28+06.88, 39.52' RT
SEE DETAIL SHEETS DT04-DT05
CONTRACTOR TO PROVIDE SHOP DRAWINGS FOR REVIEW AND APPROVAL

FUTURE ROADWAY C/L

REGRADE AREA TO DRAIN

EXIST PICADILLY ROAD

FUTURE PICADILLY ROAD

MATCHLINE - SEE DWG SD01

MATCHLINE - SEE DWG SD03

07S-M14

2019-045SS

FUTURE 7'x5' RCBC DESIGN FLOW = 338 CFS (TO BE CONSTRUCTED BY OTHERS WITH FUTURE DEVELOPMENT SOUTH OF 6TH AVENUE AND EAST OF PICADIILLY ROAD)

84' FUTURE ROW

SDMH - PIC.04
5' DIA. ACCESS MH
STA. 18+49.24, 27.94' RT

STA. 18+65.13, 39.60' RT

FUTURE STEPHEN D. HOGAN PARKWAY (BY CITY OF AURORA) (ENR 218064)

144'

INSTALL ±144 LF 7'x5' RCBC ACROSS ROW OF FUTURE STEPHEN D. HOGAN PKWY. DESIGN FLOW = 338 CFS TO BE PLUGGED AT BOTH ENDS, AND BURIED. CONTRACTOR TO PROVIDE SHOP DRAWINGS FOR 7'x5' RCBC PLUG / BULKHEAD FOR REVIEW AND APPROVAL.

FUTURE 7'x5' RCBC (BY OTHERS)
STA. 20+09.26, 39.37' RT

EXIST FIBER OPTIC CROSSING (MULTIPLE) TO BE RELOCATED
STA. 22+25, 31' RT

STA. 22+39.94, 32.81' RT
5LF 36" STORM SEWER
W/ 36" DRAINAGE PLUG
INV = 5500.95

6TH AVENUE

60' EXIST ROW
99' FUTURE ROW

BEND-4
PRECAST 12 DEGREE BEND
STA. 23+20.28, 27.78' RT

EXISTING WATER LINE LOWERED
SEE SHEET WT03

PROP ROADWAY
SEE HORIZON UPTOWN PHASE ONE RESIDENTIAL SUBDIVISION FILING NO. 1 (CN 2018-4013-00)

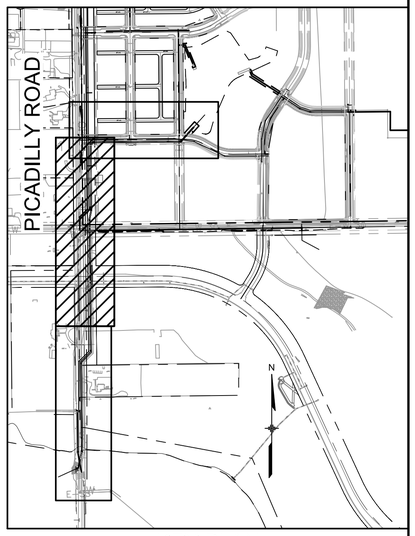
PROPOSED SANITARY SEWER (SEE DWG SS02)

P-WT 12

P-SS 18

P-SS 15

10+00
11+00
12+00
22+00
23+00
24+00
25+00
26+00
27+00
28+00



KEY PLAN
1" = 500'

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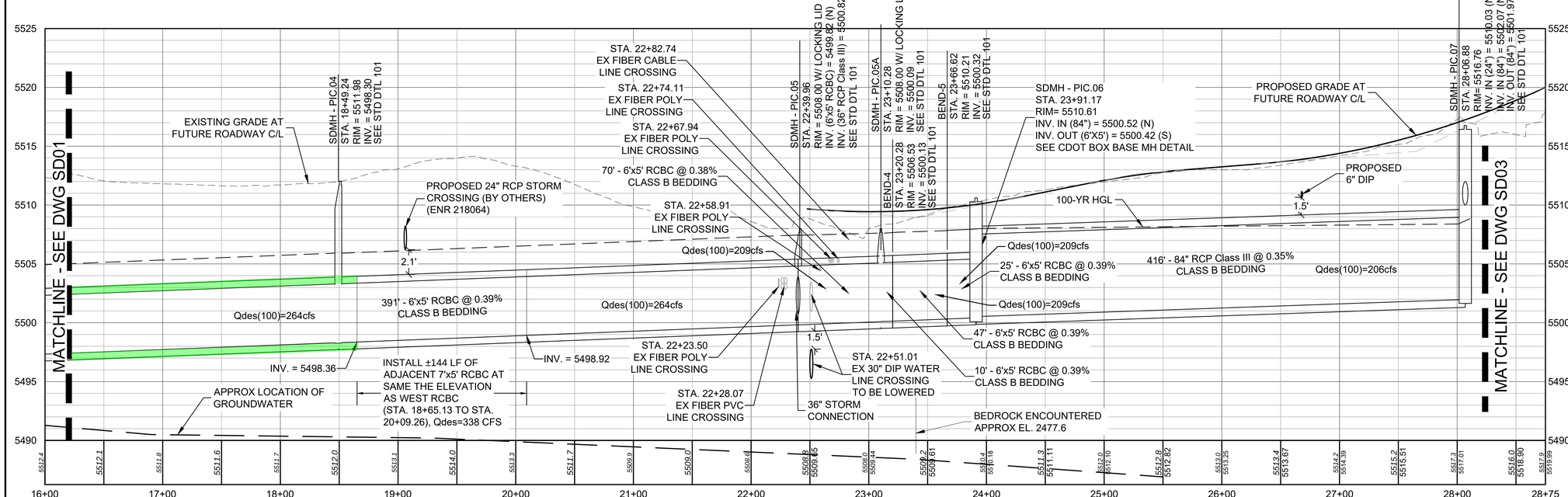

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N

50 0 50 100
SCALE IN FEET
ORIGINAL SCALE

R:\16.873.001.000 (horizon uptown)\Dwg\construction plans\off-site utilities\Storm\16 STORM PLAN & PROFILE

PRINT DATE: *APRIL 29, 2019*
FILE NAME: *16 STORM PLAN & PROFILE*
HORIZONTAL SCALE: *1" = 50'* VERTICAL SCALE: *1" = 5'*

Matrix DESIGN GROUP
AN EMPLOYEE-OWNED COMPANY
1601 BLAKE ST., SUITE #200
DENVER, CO 80202
PHONE: (303) 572-0200

SHEET REVISIONS

REV	DATE	COMMENTS	INITIALS
1	4/15/19	NEW SHEET - STORM	SK

OWNER:
HULand1 LLC
9800 MOUNT PYRAMID COURT, SUITE 400
ENGLEWOOD, CO 80112
PHONE: (720) 895-1935
www.lendlease.com

This electronic plan is a facsimile of the signed and sealed PDF set
Date: 4/29/19
Jason C Rutt PE #36791
FOR AND ON BEHALF OF MATRIX DESIGN GROUP, INC
PROJECT No. 17.873.003

HORIZON UPTOWN SUBDIVISION FILING NO. 1
OFFSITE UTILITY IMPROVEMENTS
STORM PLAN & PROFILE

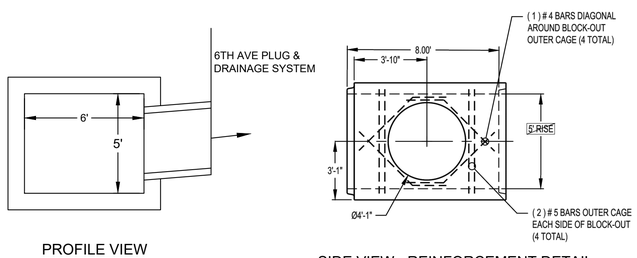
DESIGNER: *JR*
DETAILER: *JW*
SHEET SUBSET: ---
STRUCTURE NUMBERS
SHEET NO: *22* ----

PROJECT NUMBER

STORM SEWER EXTENSION AGREEMENT	
PLAT PAGE NO.:	*06S*
EXTENSION NO.:	*19-044SS*
DIAMETER:	72x60, 96x48 INCH
LENGTH:	1201 LF
MATERIAL:	RCBC
DATE:	*07/24/2019* BY: *DP*
REVIEWED BY:	*CB*

APPROVED ON 05/02/2019

Know what's **below.** **Call** before you dig.

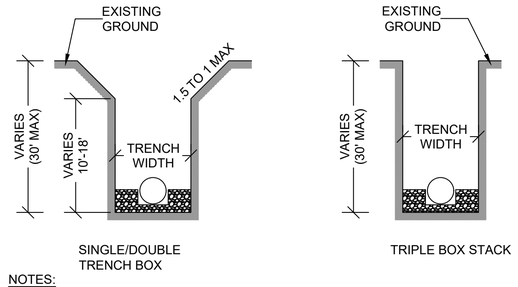


PROFILE VIEW

SIDE VIEW - REINFORCEMENT DETAIL

36" RCP CONNECTION TO 6'x5' RCBC

NTS



NOTES:

1. SEE AURORA WATER STANDARD DETAIL 100 FOR BEDDING DETAIL.
2. TRENCH WIDTH = 5' FOR SANITARY SEWER, 10' FOR RCBC.

TYPICAL TRENCH DETAIL

NTS

NOTES:

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PRINT DATE: *APRIL 29, 2019*

FILE NAME: *29 DRAIN DETAILS*

HORIZONTAL SCALE: *N/A* VERTICAL SCALE: *N/A*

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OFFSITE UTILITY IMPROVEMENTS
DETAILS

DESIGNER: *JR*

DETAILER: *JW*

SHEET SUBSET: ----

STRUCTURE NUMBERS

SHEET NO: *24* ----

PROJECT NUMBER

STORM SEWER EXTENSION AGREEMENT
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DIAMETER: 72x60, 96x48 INCH
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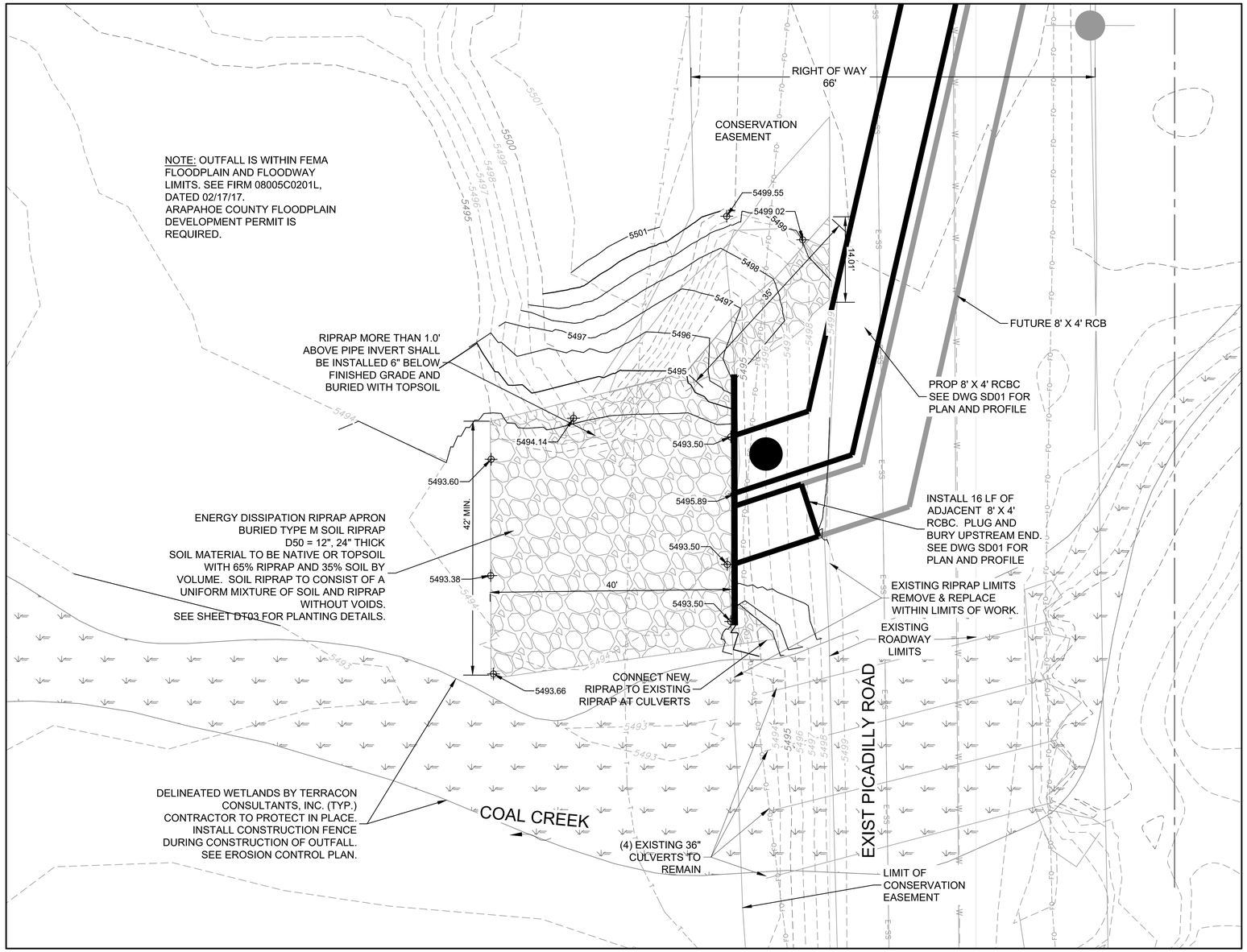

BOX CULVERT APRON AND ACCESS DETAIL

SCALE: 1" = 10'

10 0 10 20

SCALE IN FEET
ORIGINAL SCALE

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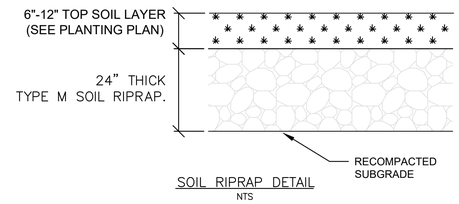
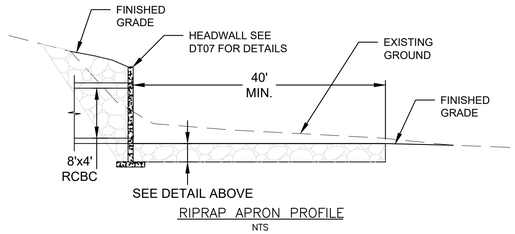


SOIL RIPRAP DETAIL
NTS

NOTES:
1. BURIED TYPE M SOIL RIPRAP SOIL MATERIAL TO BE NATIVE OR TOPSOIL WITH 65% RIPRAP AND 35% SOIL BY VOLUME. SOIL RIPRAP TO CONSIST OF A UNIFORM MIXTURE OF SOIL AND RIPRAP WITHOUT VOIDS. SEE SHEET DT03 FOR PLANTING DETAILS.
2. PLACE STONE-SOIL MIX TO RESULT IN SECURELY INTERLOCKED ROCK AT THE THICKNESS AND GRADE. COMPACT AND LEVEL TO ELIMINATE ALL VOIDS AND ROCKS PROJECTING ABOVE DESIGN ROCK TOP OF GRADE.



RIPRAP APRON PROFILE
NTS

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FOR AND ON BEHALF OF MATRIX DESIGN GROUP, INC
PROJECT No. 17.873.003

HORIZON UPTOWN SUBDIVISION FILING NO. 1
OFFSITE UTILITY IMPROVEMENTS
DETAILS

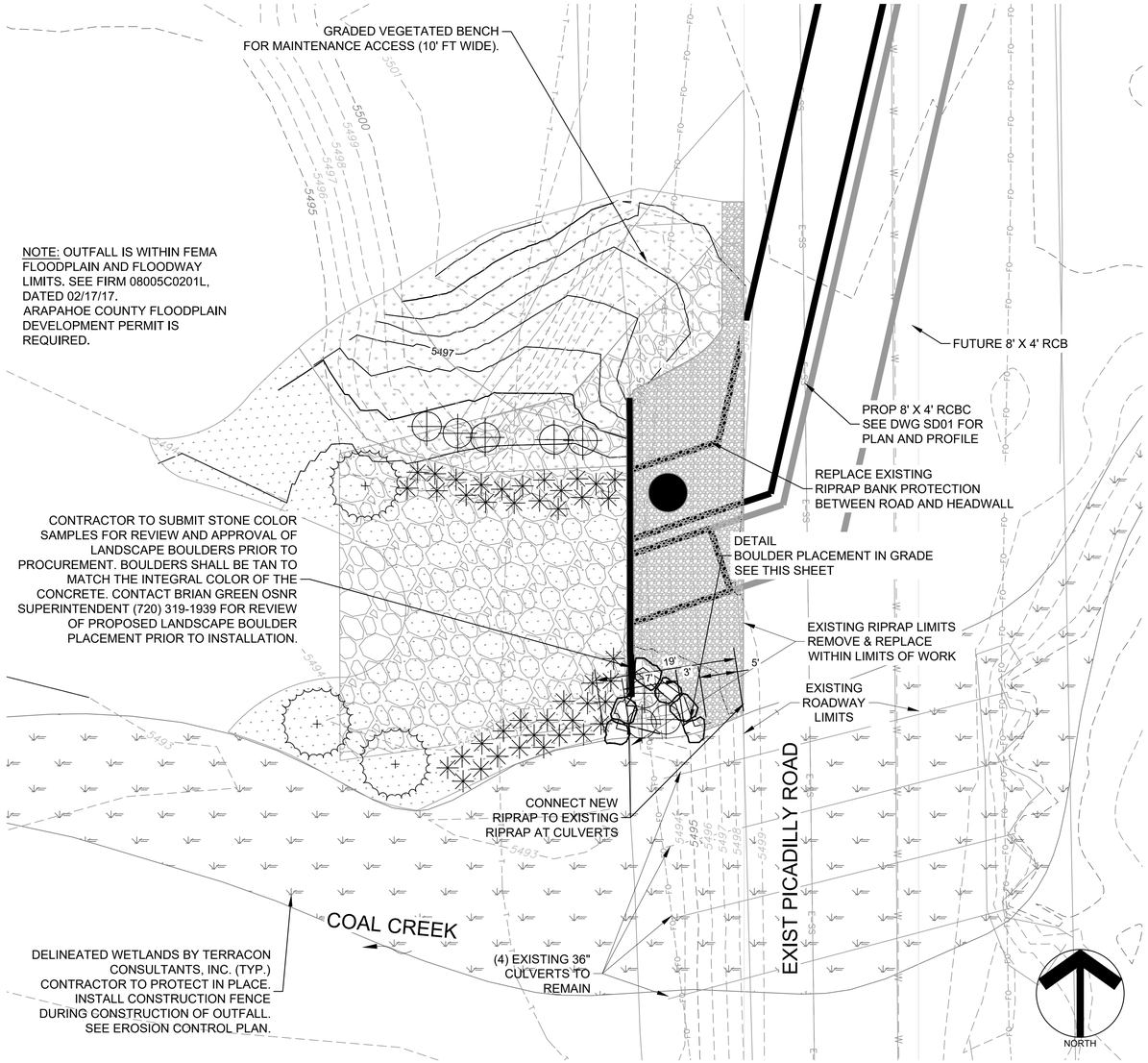
DESIGNER: *JR*
DETAILER: *JW*
SHEET SUBSET: ---
STRUCTURE NUMBERS:
SHEET NO: *25* ---

PROJECT NUMBER

STORM SEWER EXTENSION AGREEMENT
PLAT PAGE NO.: *06S*
EXTENSION NO.: *19-044SS*
DIAMETER: 72x60, 96x48 INCH
LENGTH: 1201 LF
MATERIAL: RCBC
DATE: *07/24/2019* BY: *DP*
REVIEWED BY: *CB*

APPROVED ON 05/02/2019

Know what's **below.** **Call** before you dig.



BOX CULVERT APRON AND ACCESS DETAIL

SCALE: 1" = 10'

10 0 10 20

SCALE IN FEET
ORIGINAL SCALE

NOTES:
1. CONTRACTOR TO VERIFY LOCATION OF ALL EXISTING UTILITIES.
2. ALL WORK SHALL CONFORM TO CITY OF AURORA STANDARDS & SPECIFICATIONS REGARDING WATER, SANITARY SEWER AND STORM DRAINAGE, LATEST REVISION.

STANDARD PLANTING NOTES

1. LOCATE, VERIFY, AND PROTECT ALL EXISTING UTILITY LINES BEFORE THE START OF WORK.
2. PROTECT EXISTING TREES AND/OR WETLAND VEGETATION IN PLACE.
3. SUPPLY ALL PLANT MATERIALS IN QUANTITIES SUFFICIENT TO COMPLETE PLANTING SHOWN ON THE DRAWINGS.
4. REQUEST ACCEPTANCE OF FINISH GRADES PRIOR TO PLANTING OR SEEDING.
5. STAKE LOCATIONS OF ALL TREES FOR APPROVAL PRIOR TO THE START OF PLANTING.
6. ALL TREES WILL BE INSPECTED AND PRE-APPROVED BY THE LANDSCAPE ARCHITECT PRIOR TO PLANTING ON SITE.
7. IF CONTAINERIZED TREES AND SHRUBS ARE USED WITHIN FLOODPLAIN THEY WILL RECEIVE 2 INCHES OF HUMUS OVER THE ROOTBALLS ONLY.

PROJECT SPECIFICS

IF AN UNKNOWN UTILITY IS ENCOUNTERED DURING EXCAVATION THE CONTRACTOR SHALL NOTIFY IMMEDIATELY THE DEVELOPER'S RESIDENT ENGINEER OR THE DEVELOPERS REPRESENTATIVE IN WRITING AND WILL NOT PROCEED WITH CONSTRUCTION UNTIL FURTHER NOTICE

REMOVAL OF WEEDS FROM THE PROJECT SITE PRIOR TO ANY SOIL AMENDMENT, SEEDING OR PLANTING TO BE PERFORMED.

ALL DISTURBED SOILS TO BE LANDSCAPED SHALL RECEIVE SOIL AMENDMENT MATERIAL AT THE RECOMMENDED RATE AS DETERMINED BY SOIL TESTS ANALYZED BY COLORADO STATE UNIVERSITY FOR A NATIVE LANDSCAPE APPLICATION. FOR PRICING PURPOSES, PRICE BOTH OF THE FOLLOWING OPTIONS:

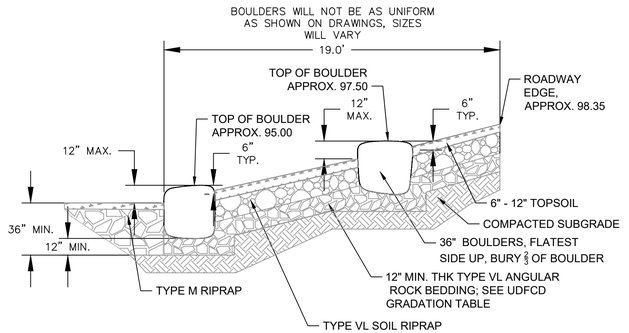
SOIL AMENDMENT
APPLY AND TILL INTO SOIL A MINIMUM 8" DEPTH, A CLASS I CERTIFIED COMPOST MATERIAL AT A RATE OF 3 CUBIC YARDS/1000SF. APPLY A SLOW RELEASE FERTILIZER, BIOSOL, AT AN APPLICATION RATE OF 20 LBS/1000 SF.

SOIL CONDITIONER
APPLY AND TILL INTO SOIL A MINIMUM 8" DEPTH, 1000 LBS/ACRE OF BIOSOL FORTE AND 500 LBS/ACRE OF HUMATES FROM FRESH WATER SOURCES.

MYCORRHIZAL INOCULANT IS TO BE APPLIED WITH THE SEED. A FOUR SPECIES ENDO-MYCORRHIZAE INOCULANT CAN BE ADDED TO SEEDING OPERATIONS AS FOLLOWS: DRILL SEEDING USE 3-4 LBS/ACRE OF ULTRAFINE POWDER. BROADCAST SEEDING USE 20 LBS/ACRE GRANULAR MATERIAL.

IF WILLOW STAKES ARE USED IN LIEU OF CONTAINERIZED MATERIAL, STAKES MUST BE 1/2-1" WIDE AND A MINIMUM OF 2 FEET LONG. STAKES MUST BE PLACED INTO THE GROUND WATER.

IF COTTONWOOD POLES ARE USED IN LIEU OF CONTAINERIZED PEACH-LEAF WILLOWS, POLES MUST BE 1-3" DIAMETER AND 8-10 FEET IN LENGTH.



BOULDER PLACEMENT IN GRADE

VIEW LOOKING NORTH NTS

SYMBOL KEY

DECIDUOUS TREES

◄ Salix amygdaloides (SAM) - Peach-leaf Willow

DECIDUOUS SHRUBS

◄ Rosa woodsii (RWO) - Woods Rose

◄ Salix exigua (SEX) - Sandbar Willow

SYMBOL KEY- SEED MIXES

UPLAND SEED MIX

RIPARIAN SEED MIX

GRAVEL SHOULDER

LANDSCAPE BOULDER

PLANT SCHEDULE

Quantity	Abbr.	Genus	Species	Common Name	Min. Size	Spacing	Notes
DECIDUOUS TREES							
3	SAM	Salix	amygdaloides	Peach-leaf Willow	5 gal.	as shown	FAC
DECIDUOUS SHRUBS							
8	RWO	Rosa	woodsii	Woods Rose	5 gal.	as shown	FACU
42	SEX	Salix	exigua	Sandbar Willow	1 gal.	as shown	FACW

SEED MIXES

THE FOLLOWING CITY OF AURORA SEED MIXES SHALL BE USED:

UPLAND SEED

Mixture 5 - Sand Prairie

For upland or lowland sandy loam to sandy soils, with 1-2% organic matter. No irrigation should be necessary. Some grasses are tall stature. Seeding rate is 30.25 PLS lbs/acre, plus wildflowers and shrubs. Broadcast, harrow or rake to cover, mulch. Follow seeding specifications.

COMMON NAME	SCIENTIFIC NAME	NATIVE SPECIES	VARIETY	PLS LBS /ACRE	OUNCES /ACRE**
GRASSES					
Sand bluestem*	*Andropogon hallii*	X	Garden	2	
Sideoats grama*	*Bouteloua curtipendula*	X	Butte	3	
Prairie sandreed*	*Calamovilfa longifolia*	X	Goshen	3	
Blue grama*	*Chondrosum gracile*	X	Hachita	4	
Indian ricegrass	*Oryzopsis hymenoides*	X	Nezpar or Paloma	4	
Switchgrass*	*Panicum virgatum*	X	Blackwell	6	
Western Wheatgrass	*Pascopyrum smithii*	X	Ariba	2	
Little bluestem*	*Schizachyrium scoparium*	X	Pastura	2	
Sand dropseed*	*Sporobolus cryptandrus*	X	Native	2	
Needle-and-thread	*Hesperostipa comata*	X	Native	0.25	
Green needlegrass*	*Stipa viridula*	X	Lodorn	2	
TOTAL POUNDS PLS / ACRE				**30.25**	
OPTIONAL WILDFLOWERS					
Pasture sage	*Artemisia frigida*	X			2
Bush morning glory	*Ipomoea leptophylla*	X			4
Scarlet gilia	*Ipomopsis aggregata*	X			3
Blanket flower	*Gaillardia aristata*	X			4
Tansy aster	*Machaeranthera tanacetifolia*	X			2
OPTIONAL SHRUBS					
Yucca	*Yucca glauca*	X			4-8

*always include these key species, maintain at least a 30 lbs/acre rate for mix
** 1/4 lbs minimum per species seed order

RIPARIAN SEED

Mixture 9 - Stream Edge - Taller stature species

For improving vegetation cover and erosion protection from stream edges to 10 feet from stream on most soils; includes taller stature species (which will generally improve erosion protection greater than the shorter mix 8). Install over six inches of topsoil for best results (1-4%+ organic matter). Seeding rate is 30 PLS lbs/ acre. Broadcast, harrow, coir fabric mulch, stake with diagonally cut 2X4 stakes 12-18" o. c. Install willow live fascine or biologs for improved erosion protection. Plant heights are mostly 10-36 inches.

COMMON NAME	SCIENTIFIC NAME	NATIVE SPECIES	VARIETY	PLS LBS/ACRE	OZ/ACRE**
GRASSES					
Wooly sedge*	*Carex lanuginosa*	X	Native		4
Nebraska sedge*	*Carex nebrascensis*	X	Native		4
Blue grama	*Chondrosum gracile*	X	Lovington	3	
Inland saltgrass	*Distichlis stricta*	X	Native	3	
Baltic rush*	*Juncus balticus*	X	Native		4
Prairie cordgrass*	*Spartina pectinata*	X	Native	5	
Sand dropseed	*Sporobolus cryptandrus*	X	Native	1	
Switchgrass*	*Panicum virgatum*	X	Blackwell	6	
Western wheatgrass*	*Pascopyrum smithii*	X	Ariba	6	
Green needlegrass*	*Stipa viridula (aka Nasella)*	X	Lodorn	6	
TOTAL POUNDS PLS / ACRE				**30**	
OPTIONAL WILDFLOWERS		X			
Yarrow	*Achillea lanulosa*	X	Native		1
Showy milkweed	*Asclepias speciosa*	X	Native		2
Wild Bergamot	*Monarda fistulosa*	X	Native		3
Nuttall's sunflower	*Helianthus nuttallii*	X	Native		3
Blue vervain	*Verbena hastata*	X	Native		3
***always include these key species, maintain at least a 30 lbs/acre rate for mix**					
**1/4lbs min order per wildflower species					

BENCHMARK:

BENCHMARK ID: 4S6601NE002, OLD BENCHMARK ID G–085. BASIS OF ELEVATIONS FOR THIS SURVEY CONTROL DRAWING.
ELEVATION: 5543.139 U.S. ft. 1689.552 m
URS EL: 5543.139 U.S. ft. NAVD 1988
ON I–70 FRONTAGE
DESCRIPTION: 3" DIAM. BRASS CAP ATOP A 30" LONG STEEL PIPE IN CONC. 1 FT. NORTH OF THE SOUTH R/W FENCE OF THE SOUTH FRONTAGE RD. FOR I–70, AND 26.5 FT. M/L EAST OF THE NORTH–SOUTH CL FOR SEC. 1, T4S, R66W.

PRINT DATE: *APRIL 29, 2019*

FILE NAME: *31 OUTFALL LANDSCAPE DETAIL*

HORIZONTAL SCALE: *1" = 10'* VERTICAL SCALE: *N/A*

Matrix DESIGN GROUP
AN EMPLOYEE-OWNED COMPANY
1601 BLAKE ST., SUITE #200
DENVER, CO 80202
PHONE: (303) 572-0200

SHEET REVISIONS

REV	DATE	COMMENTS	INITIALS
1	4/15/19	NEW SHEET - STORM	SK

OWNER:
HULand1 LLC
9800 MOUNT PYRAMID COURT, SUITE 400
ENGLEWOOD, CO 80112
PHONE: (720) 895-1935
www.lendlease.com

This electronic plan is a facsimile of the signed and sealed PDF set

Date: 4/29/19

Jason C Rutt PE #36791

FOR AND ON BEHALF OF MATRIX DESIGN GROUP, INC PROJECT No. 17.873.003

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OFFSITE UTILITY IMPROVEMENTS
DETAILS

DESIGNER: *JR*

DETAILER: *JW*

SHEET SUBSET: ----

STRUCTURE NUMBERS

SHEET NO: *26* ----

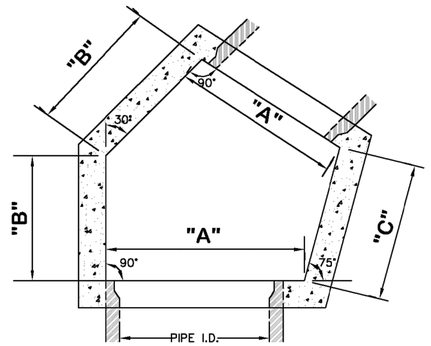
PROJECT NUMBER

STORM SEWER EXTENSION AGREEMENT
PLAT PAGE NO.: *06S*
EXTENSION NO.: *19-044SS*
DIAMETER: 72x60, 96x48 INCH
LENGTH: 1201 LF
MATERIAL: RCBC
DATE: *07/24/2019* BY: *DP*
REVIEWED BY: *CB*

R:\16.873.001.000 (horizon uptown)\Dwg\construction plans\off-site utilities\Storm\31 OUTFALL LANDSCAPE DETAIL

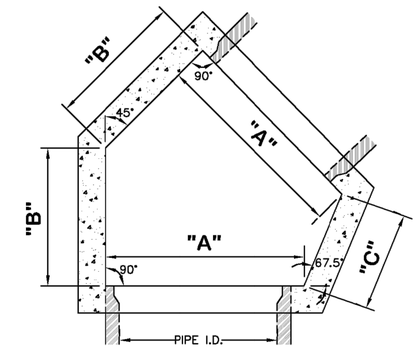
APPROVED ON 05/02/2019

811 Know what's below. Call before you dig.



STRUCTURE DIMENSIONS - 30° BEND
NO SCALE

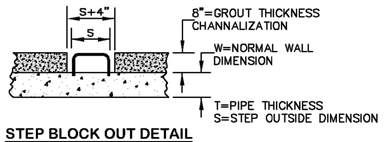
PIPE SIZE	"A"	"B"	"C"
42"	4' – 6"	3' – 4"	4' – 2"
48"	5' – 1"	3' – 6"	4' – 2"
54"	5' – 8"	3' – 8"	4' – 2"
60"	6' – 3"	3' – 10"	4' – 2"
66"	6' – 10"	4' – 0"	4' – 2"
72"	7' – 5"	4' – 2"	4' – 2"
78"	8' – 0"	4' – 4"	4' – 2"



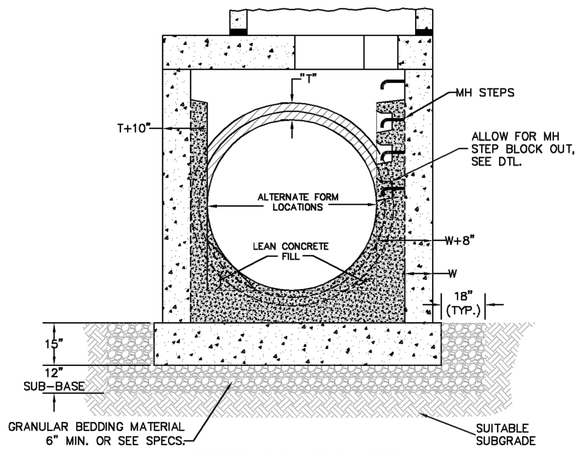
STRUCTURE DIMENSIONS - 45° BEND
NO SCALE

PIPE SIZE	"A"	"B"	"C"
42"	4' – 6"	3' – 6"	3' – 0"
48"	5' – 1"	3' – 9"	3' – 0"
54"	5' – 8"	4' – 0"	3' – 0"
60"	6' – 3"	4' – 3"	3' – 0"
66"	6' – 10"	4' – 6"	3' – 0"
72"	7' – 5"	4' – 9"	3' – 0"
78"	8' – 0"	5' – 0"	3' – 0"

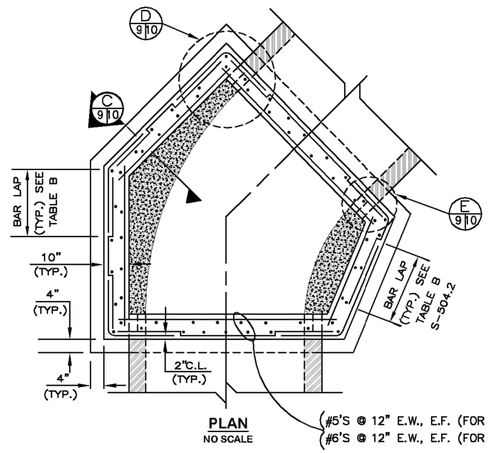
SEE S–504.2 FOR REINFORCEMENT DETAILS



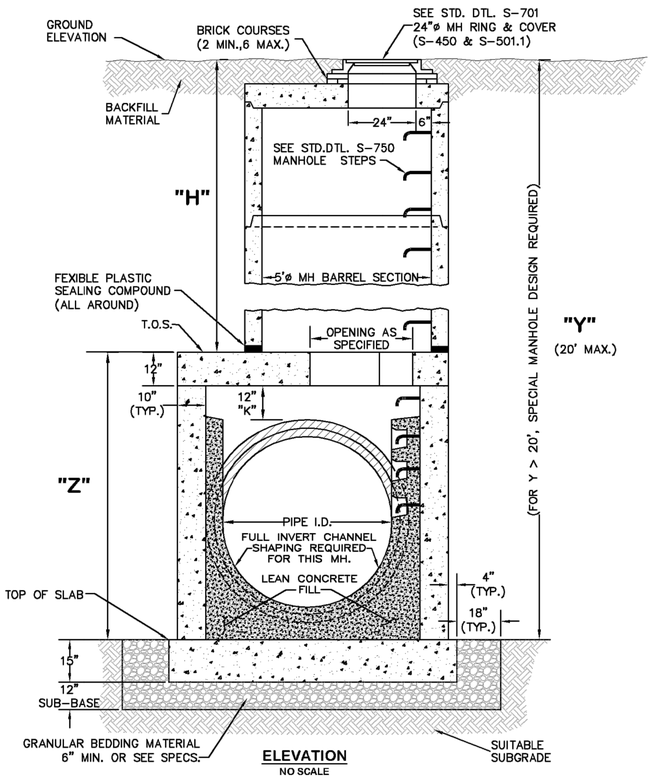
STEP BLOCK OUT DETAIL
NO SCALE



FORMED IN PLACE CHANNEL
WITH STEP BLOCK OUT (MONOLITHIC POUR)
NO SCALE



PLAN
NO SCALE



ELEVATION
NO SCALE

NOTES:
1. THIS MANHOLE IS APPLICABLE ONLY WHERE SPECIFIED ON THE DRAWINGS.
2. TOTAL "Y" DEPTH IS LIMITED TO 20' MAXIMUM. FOR Y > 20' A SPECIAL DESIGN IS REQUIRED.
3. PRECAST MH BARRELS AND SECTIONS SHALL CONFORM TO ASTM C–478. IN ADDITION, MANHOLE STEPS, BARRELS, SHIPLAP JOINTS, RING & COVER SHALL CONFORM TO ALL APPLICABLE WMD STANDARDS.
4. WALLS SHALL BE FORMED ON BOTH SIDES. CONCRETE TO BE PORTLAND CEMENT TYPE II , MODIFIED, AND SHALL CONFORM TO WMD STANDARD SPECIFICATIONS FOR REINFORCED CONCRETE STRUCTURES (SECTION 11.00) AND THE STANDARD CONSTRUCTION SPECIFICATIONS (ITEM 12) EXCEPT AS AMMENDED BELOW.
5. REINFORCING STEEL TO BE NEW GRADE 60 DEFORMED REBAR CONFORMING TO ASTM A615.
6. f'_c = 4,500 PSI (MIN.) fy = 60,000 PSI CLASS D CONCRETE
7. CLEAR COVER REQUIREMENT (UNLESS OTHERWISE NOTED) TO BE 2" (3" FROM BOTTOM OF FOUNDATION SLAB.)
8. PERMISSABLE SLUMP FOR TOP SLAB WILL BE 2" TO 4".
9. AIR ENTRAINMENT OF 5% – 8% WILL BE REQUIRED IN TOP SLAB.
10. LATERAL SUPPORT SHALL BE PROVIDED AND MAINTAINED FOR WALLS DURING BACKFILLING OPERATIONS.
11. BEFORE CONCRETE IS PLACED, DESIGN DRAWINGS & PLACING DRAWINGS WILL BE CHECKED TO INSURE THE PROPER PLACEMENT OF EMBEDDED ITEMS, PIPE, REINFORCING STEEL, MANHOLE RINGS, KEYWAYS, ETC.
12. ALL REINFORCING BARS WILL BE PLACED ONLY AS SHOWN ON WMD APPROVED DETAILS (PLACING) DRAWINGS.
13. REINFORCING BARS WILL BE SPLICED ONLY AT LOCATIONS SHOWN AND DETAILED ON THE DRAWINGS. BARS WILL BE WIRE–TIED, NO TACK WELDING WILL BE PERMITTED. MINIMUM BAR BENDING DIAMETER IS SIX TIMES THE DIAMETER OF THE REBAR BEING BENT.
14. SHOP DRAWINGS (PLACEMENT DRAWINGS) SHALL BE SUBMITTED AS PER GENERAL CONTRACT CONDITION 844.
15. ALL MANHOLES & SPECIAL STRUCTURES TO BE FOUNDED ON CAREFULLY SHAPED SUITABLE UNDISTURBED MATERIAL. IF SUBGRADE CONDITIONS WARRANT, UNSUITABLE FOUNDATION MATERIAL WILL BE OVEREXCAVATED, & SELECT SUBGRADE MATERIAL WILL BE PLACED AS PER SECTION 5.00 OF THE WMD DETAIL & TECHNICAL SPECIFICATIONS.
16. REINFORCEMENT IN WALLS & BASE SLAB IS VARIED BY DESIGN HEIGHT "Y".
17. WHEN DIMENSION H < 2' SET TOP SLAB ELEVATION NO MORE THAN 12" + BELOW FINAL GRADE TO ALLOW COVER FOR MH RING & COVER, GRADE RINGS OR BRICKS. DIMENSION K MAY BE GREATER THAN 12".
18. 24" LATERAL MAX PENETRATION OTHERWISE SEE DETAIL S–616.3 PENETRATION DETAIL.

NO.	DESCRIPTION OF REVISIONS	DATE	BY
###	###	###	###
###	###	###	###
###	###	###	###
###	###	###	###
###	###	###	###
###	###	###	###
###	###	###	###

CITY AND COUNTY OF DENVER
DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION
CAPITAL PROJECTS MANAGEMENT
2000 W. 3RD AVE. DENVER, CO 80223
TEL.: (303) 446-3617 FAX: (303) 446-3647

STANDARD DETAILS
TYPE P MANHOLE
S-504.1

PLAN:	####
PROFILE:	####
CROSS SECTION:	####
DRAWING NO.:	S504-1.DWG
SHEET:	####
PAGE:	9

P:\P-15015CCD\Dwg\FINAL SHEET SET\S504-1.DWG, 7/7/2015 6:20:47 AM, dbernier, PDF-AcroRet Proj=3, 1:1

R:\16.873.001.000 (horizon uptown)\Dwg\construction plans\off-site utilities\Storm\29 DRAIN DETAILS

NOTES:
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PRINT DATE: *APRIL 29, 2019*
FILE NAME: *29 DRAIN DETAILS*
HORIZONTAL SCALE: *N/A* VERTICAL SCALE: *N/A*

Matrix DESIGN GROUP
AN EMPLOYEE-OWNED COMPANY
1601 BLAKE ST., SUITE #200
DENVER, CO 80202
PHONE: (303) 572-0200

SHEET REVISIONS

REV	DATE	COMMENTS	INITIALS
1	4/15/19	NEW SHEET - STORM	SK

OWNER:
HULand1 LLC
9800 MOUNT PYRAMID COURT, SUITE 400
ENGLEWOOD, CO 80112
PHONE: (720) 895-1935
www.lendlease.com

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Date: 4/29/19
Jason C Rutt PE #36791

FOR AND ON BEHALF OF MATRIX DESIGN GROUP, INC
PROJECT No. 17.873.003

HORIZON UPTOWN SUBDIVISION FILING NO. 1
OFFSITE UTILITY IMPROVEMENTS
DETAILS

DESIGNER: *JR*
DETAILER: *JW*
SHEET SUBSET: ---
STRUCTURE NUMBERS
SHEET NO: *27* ----

PROJECT NUMBER

STORM SEWER EXTENSION AGREEMENT
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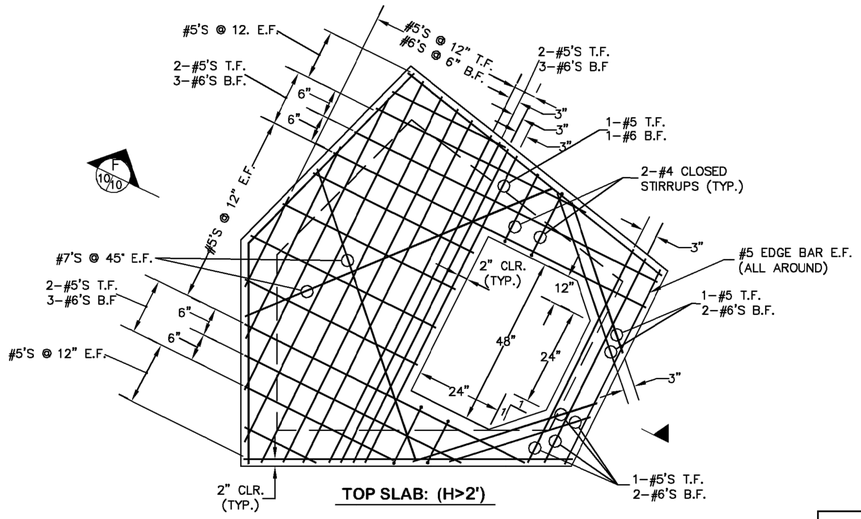


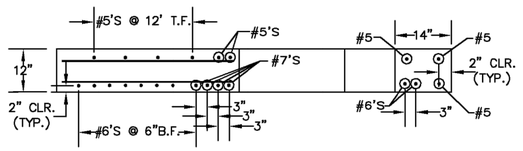
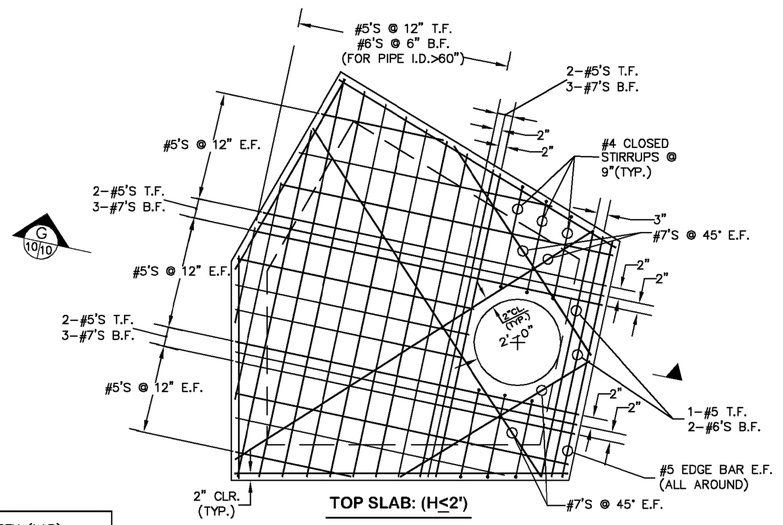
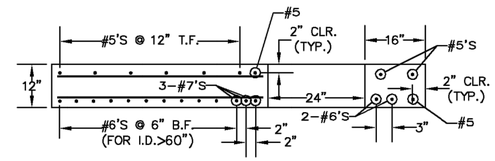


TABLE "B"

BAR SIZE	SPLICE LENGTH (LAP)
#5	21"
#6	26"

NOTE: BARS TO BE SPLICED ONLY AT LOCATIONS SHOWN.





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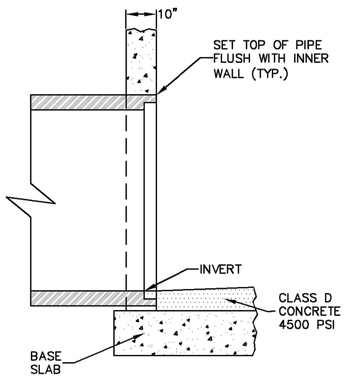
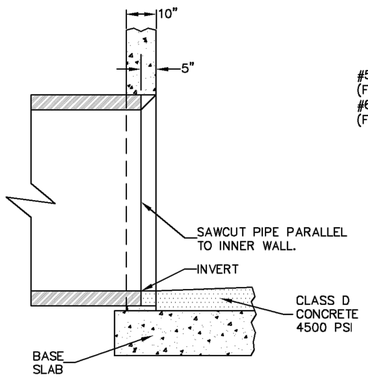
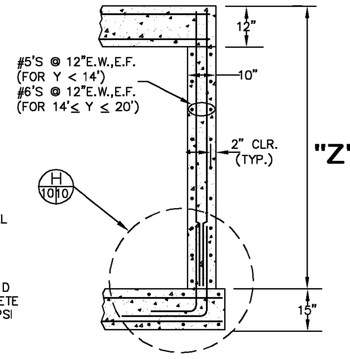


OPTIONAL

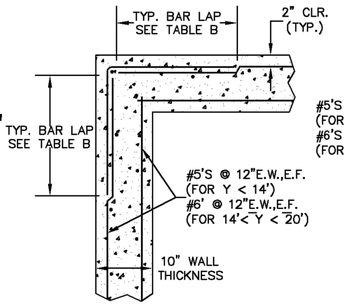


E 9 10 **DETAIL: (PIPE END TREATMENT)**

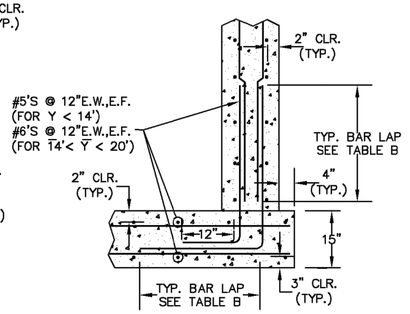


C 9 10 **SECTION (TYP. WALL)**

"Z"



D 9 10 **DETAIL (TYP. CORNER)**



H 10 10 **DETAIL**

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ENGINEERING DIVISION
CAPITAL PROJECTS MANAGEMENT
2000 W. 3RD AVE. DENVER, CO 80223
TEL.: (303) 446-3617 FAX: (303) 446-3647

STANDARD DETAILS
TYPE P MANHOLE BASE SECTIONS
S-504.2

NO.	DESCRIPTION OF REVISIONS	DATE	BY
###	###	###	###
###	###	###	###
###	###	###	###
###	###	###	###
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S504-2.DWG	
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R:\16.873.001.000 (horizon uptown)\Dwg\construction plans\off-site utilities\Storm\29 DRAIN DETAILS

PRINT DATE:	*APRIL 29, 2019*
FILE NAME:	*29 DRAIN DETAILS*
HORIZONTAL SCALE:	*N/A*
VERTICAL SCALE:	*N/A*

Matrix DESIGN GROUP AN EMPLOYEE-OWNED COMPANY
1601 BLAKE ST., SUITE #200
DENVER, CO 80202
PHONE: (303) 572-0200

SHEET REVISIONS

REV	DATE	COMMENTS	INITIALS
1	4/15/19	NEW SHEET - STORM	SK

OWNER:
HULand1 LLC
9800 MOUNT PYRAMID COURT, SUITE 400
ENGLEWOOD, CO 80112
PHONE: (720) 895-1935
www.lendlease.com

This electronic plan is a facsimile of the signed and sealed PDF set

Date: 4/29/19
Jason C Rutt PE #36791

FOR AND ON BEHALF OF MATRIX DESIGN GROUP, INC
PROJECT No. 17.873.003

HORIZON UPTOWN SUBDIVISION FILING NO. 1
OFFSITE UTILITY IMPROVEMENTS
DETAILS

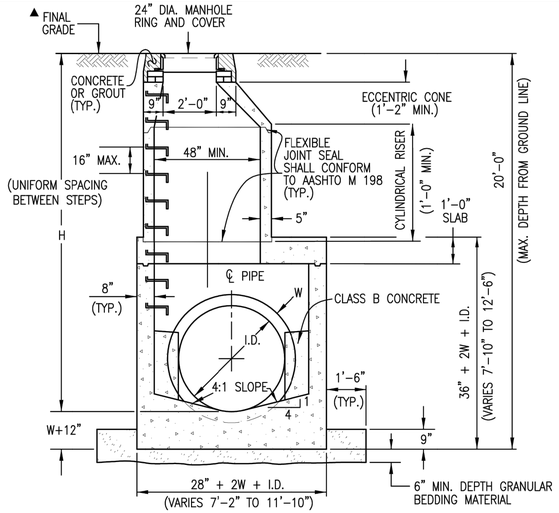
DESIGNER:	*JR*	STRUCTURE NUMBERS	
DETAILER:	*JW*		
SHEET SUBSET:	---	SHEET NO:	*28* ---

PROJECT NUMBER

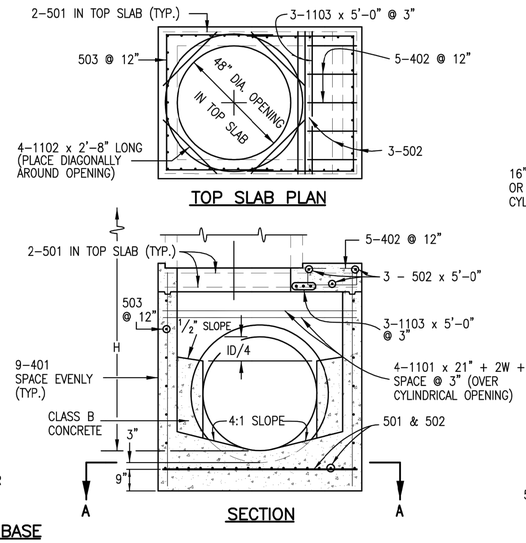
STORM SEWER EXTENSION AGREEMENT	
PLAT PAGE NO.:	*06S*
EXTENSION NO.:	*19-044SS*
DIAMETER:	72x60, 96x48 INCH
LENGTH:	1201 LF
MATERIAL:	RCBC
DATE:	*07/24/2019* BY: *DP*
REVIEWED BY:	*CB*

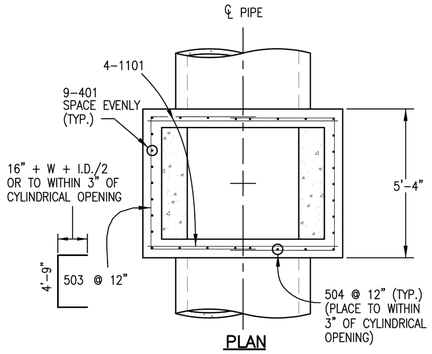
APPROVED ON 05/02/2019

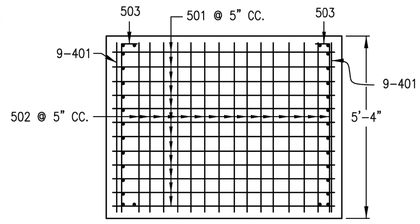
811 Know what's below. Call before you dig.



SECTION







MANHOLE BOX BASE

MARK	SIZE	TYPE	WT. #/FT.	BARS	I.D. 54"	60"	66"	72"	84"	96"	FORMULAS
401	4	I	0.668	NO. REQ'D.	18	18	18	18	18	18	401
				LENGTH	8'-1"	8'-8"	9'-3"	9'-10"	11'-0"	12'-2"	BAR LENGTH = 32"+2W+I.D.
				WEIGHT #	97.2	104.2	111.2	118.2	132.3	146.3	
402	4	III	0.668	NO. REQ'D.	5	5	5	5	5	5	402
				LENGTH	5'-5"	6'-0"	6'-7"	7'-2"	8'-4"	9'-6"	BAR LENGTH = I.D. + 2W
				WEIGHT #	18.1	20.0	22.0	23.9	27.8	31.7	
501	5	I	1.043	NO. REQ'D.	17	17	17	17	17	17	501
				LENGTH	7'-5"	8'-0"	8'-7"	9'-2"	10'-4"	11'-6"	BAR LENGTH = 24" + I.D. + 2W
				WEIGHT #	131.5	141.8	152.2	162.5	183.2	203.9	
502	5	I	1.043	NO. REQ'D.	22	23	25	26	29	32	502
				LENGTH	5'-0"	5'-0"	5'-0"	5'-0"	5'-0"	5'-0"	NUMBER BARS REQ'D. = 3 + ((24+I.D.+2W)/@ 5" + 1)
				WEIGHT #	114.7	119.9	130.4	135.6	151.2	166.9	
503	5	II	1.043	NO. REQ'D.	16	16	18	18	20	24	503
				LENGTH	12'-10"	13'-5"	14'-0"	14'-7"	15'-9"	16'-11"	NUMBER BARS REQ'D. = 2 ((13+I.D.+2W)/@ 12" + 1)
				WEIGHT #	214.2	223.9	262.8	273.8	328.5	423.5	BAR LENGTH = 4'-9"+2(16+W+I.D./2)
504	5	I	1.043	NO. REQ'D.	12	14	14	16	18	20	504
				LENGTH	8'-1"	8'-8"	9'-3"	9'-10"	11'-0"	12'-2"	NUMBER BARS REQ'D. = 2 ((2W+I.D.-4)/@ 12" + 1)
				WEIGHT #	101.2	126.6	135.1	164.1	206.5	253.8	BAR LENGTH = 32"+2W+I.D.
1101	11	I	5.313	NO. REQ'D.	4	4	4	4	4	4	1101
				LENGTH	7'-2"	7'-9"	8'-4"	8'-11"	10'-1"	11'-3"	BAR LENGTH = 21" + I.D. + 2W
				WEIGHT #	152.3	164.7	177.1	189.5	214.3	239.1	
1102	11	I	5.313	NO. REQ'D.	4	4	4	4	4	4	BENDING
				LENGTH	2'-8"	2'-8"	2'-8"	2'-8"	2'-8"	2'-8"	TYPE I STRAIGHT
				WEIGHT #	56.7	56.7	56.7	56.7	56.7	56.7	
1103	11	I	5.313	NO. REQ'D.	3	3	3	3	3	3	TYPE II 4'-9", 16"+W+I.D./2
				LENGTH	5'-0"	5'-0"	5'-0"	5'-0"	5'-0"	5'-0"	
				WEIGHT #	79.7	79.7	79.7	79.7	79.7	79.7	
REINFORCING STEEL TOTAL #					965.6	1,037.5	1,127.2	1,204.0	1,380.2	1,601.6	TYPE III 12", 12", 7", I.D.+2W-38"
CONCRETE – CUBIC YARDS – TOTAL					6.0	6.6	7.3	8.0	9.5	11.1	

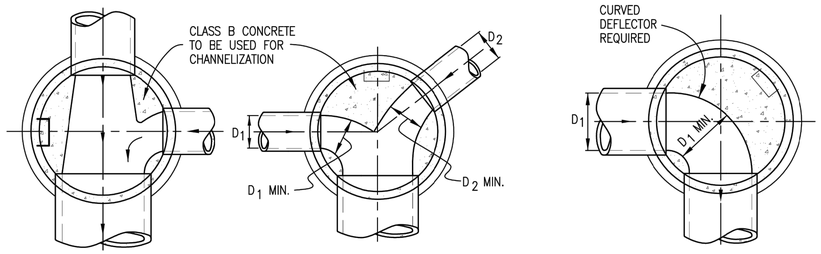
NOTE: QUANTITIES ARE BASED ON SAME SIZE PIPE ENTRANCE TO AND EXIT FROM, BASE AND A 4 FT. MANHOLE ENTRANCE INTO TOP SLAB OF BASE.

QUANTITIES FOR CONCRETE MANHOLE BOX BASE

GENERAL NOTES

1. SINCE ALL PIPE ENTRIES INTO THE BASE ARE VARIABLE, THE DIMENSIONS SHOWN ARE TYPICAL. ACTUAL DIMENSIONS AND QUANTITIES FOR CONCRETE AND REINFORCEMENT SHALL BE AS REQUIRED IN THE WORK.
2. THE PRECAST FLAT TOP MAY BE USED ON ANY MANHOLE. THE ECCENTRIC CONE MAY BE USED WHEN THE MANHOLE "H" HEIGHT IS AT LEAST 8 FT.
3. THE MANHOLE RING FRAME SHALL BE SET IN A BED OF GROUT. THE FRAME SHALL BE SURROUNDED WITH A CEMENT GROUT IN UNPAVED AREA, OR A CONCRETE COLLAR IN PAVED AREA. SEE DETAILS ON SHEETS 2 AND 3.
4. DESIGN OF BOX BASE IS BASED ON STRAIGHT RUNS OF PIPE OR CHANGE IN DIRECTION OF LESS THAN 45°. SPECIAL DESIGN IS REQUIRED FOR 45° OR GREATER.
5. PRECAST MANHOLES AND REINFORCEMENT SHALL CONFORM TO AASHTO M 199 (ASTM C 478).
6. CAST-IN-PLACE MANHOLES SHALL BE CLASS B CONCRETE.
7. STEPS ARE REQUIRED WHEN THE MANHOLE DEPTH EXCEEDS 3 FT.-6 IN. AND SHALL CONFORM TO AASHTO M 199.
8. ALL REINFORCING STEEL SHALL BE GRADE 60 AND EPOXY COATED. VERTICAL STEEL SHALL BE PLACED AT CENTERLINE OF WALL. ALL BARS SHALL HAVE A 2 IN. MINIMUM CLEARANCE.
9. ALL PIPE ENTRIES INTO THE BASE OF MANHOLE SHALL BE CONNECTED BY OPEN CHANNELIZATION ADJUSTED FOR PIPE SIZE, SHAPE, SLOPE, AND DIRECTION OF FLOW. DETAILS SHOWN ARE TYPICAL FOR INSTALLATIONS WITH ALL INVERTS OF SAME RELATIVE ELEVATION. FOR EXCESSIVE ELEVATION DIFFERENCE BETWEEN INVERTS, SPECIAL BASE/CHANNEL DETAILS WILL BE SHOWN ON THE PLANS.
10. FLOW CHANNELS AND INVERTS SHALL BE FORMED BY SHAPING WITH CLASS B CONCRETE OR APPROVED GROUT.
11. STUB-OUTS SHALL EXTEND 2 FT. MINIMUM BEYOND OUTSIDE WALL SURFACE OF MANHOLE AND BE SATISFACTORILY PLUGGED.
12. THE SLOPE OF THE MANHOLE COVER SHALL MATCH THE ROADWAY PROFILE AND CROSS SLOPE.

▲ WHEN FINAL GRADE IS PAVEMENT SURFACE, RECESS MANHOLE RING AND COVER 1/4" MIN. TO 1/2" MAX.



TYPICAL CHANNELIZATION DETAILS

Computer File Information		Sheet Revisions	
Creation Date: 07/04/06 Initials: SJR	(R=X)	Date:	Comments
Last Modification Date: 07/04/06 Initials: LTA	(R=X)		
Full Path: www.dot.state.co.us/DesignSupport/	(R=X)		
Drawing File Name: 6040200103.dwg	(R=X)		
CAD Ver.: MicroStation V8 Scale: Not to Scale Units: English			

Colorado Department of Transportation
4201 East Arkansas Avenue
Denver, Colorado 80222
Phone: (303) 757-9083
Fax: (303) 757-9820
Project Development Branch SRJ/LTA

MANHOLES

STANDARD PLAN NO. M-604-20

Sheet No. 1 of 3

Issued By: Project Development Branch on July 04, 2006

NOTES:
1. CONTRACTOR TO VERIFY LOCATION OF ALL EXISTING UTILITIES.
2. ALL WORK SHALL CONFORM TO CITY OF AURORA STANDARDS & SPECIFICATIONS REGARDING WATER, SANITARY SEWER AND STORM DRAINAGE, LATEST REVISION.

PRINT DATE: *APRIL 29, 2019*
FILE NAME: *29 DRAIN DETAILS*
HORIZONTAL SCALE: *N/A* VERTICAL SCALE: *N/A*

Matrix DESIGN GROUP AN EMPLOYEE-OWNED COMPANY
1601 BLAKE ST., SUITE #200
DENVER, CO 80202
PHONE: (303) 572-0200

SHEET REVISIONS

REV	DATE	COMMENTS	INITIALS
1	4/15/19	NEW SHEET - STORM	SK

OWNER:
HULand1 LLC
9800 MOUNT PYRAMID COURT, SUITE 400
ENGLEWOOD, CO 80112
PHONE: (720) 895-1935
www.lendlease.com

This electronic plan is a facsimile of the signed and sealed PDF set
Date: 4/29/19
Jason C Rutt PE #36791
FOR AND ON BEHALF OF MATRIX DESIGN GROUP, INC
PROJECT No. 17.873.003

HORIZON UPTOWN SUBDIVISION FILING NO. 1
OFFSITE UTILITY IMPROVEMENTS
DETAILS

DESIGNER: *JR*
DETAILER: *JW*
SHEET SUBSET: ----
STRUCTURE NUMBERS
SHEET NO: *29* ----

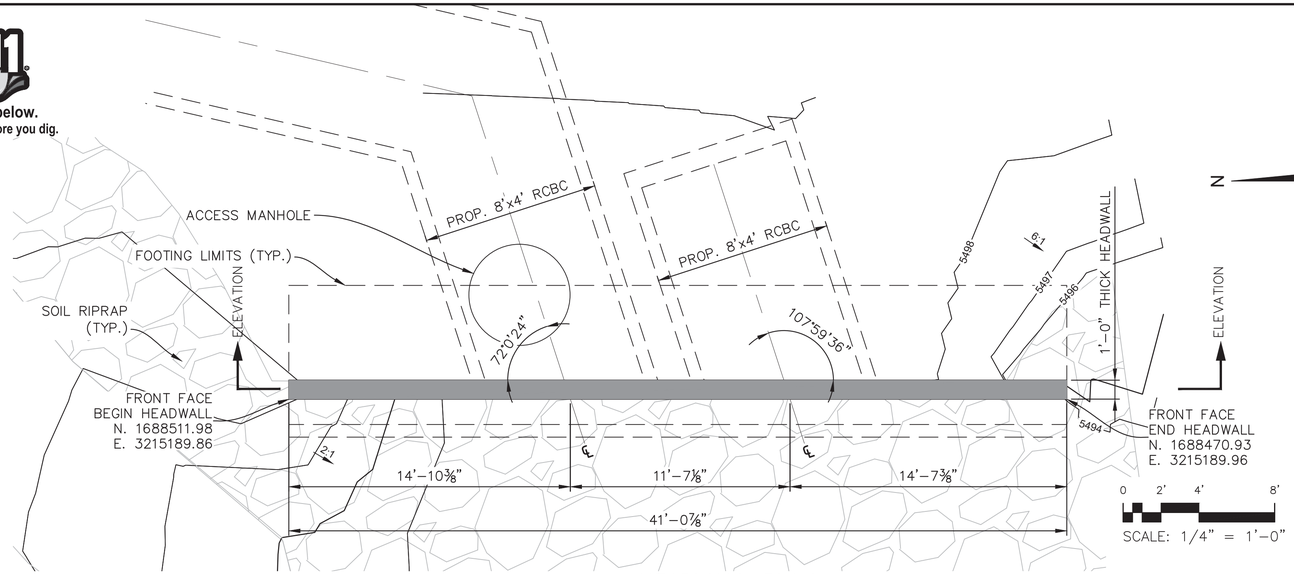
PROJECT NUMBER

STORM SEWER EXTENSION AGREEMENT
PLAT PAGE NO.: *06S*
EXTENSION NO.: *19-044SS*
DIAMETER: 72x60, 96x48 INCH
LENGTH: 1201 LF
MATERIAL: RCBC
DATE: *07/24/2019* BY: *DP*
REVIEWED BY: *CB*

R:\16.873.001.000 (horizon uptown)\Dwg\construction plans\off-site utilities\Storm\29 DRAIN DETAILS

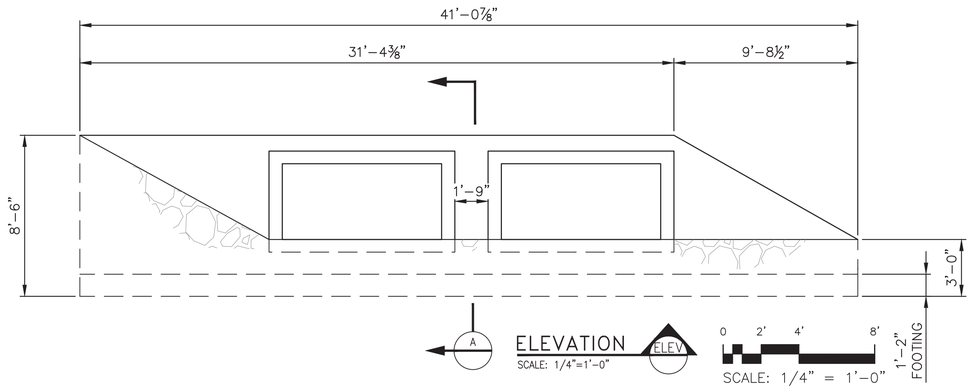
APPROVED ON 05/02/2019

Know what's **below.** **Call** before you dig.



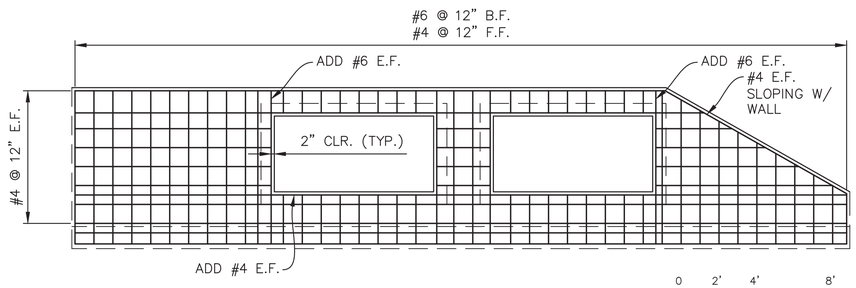
HEADWALL PLAN

SCALE: 1/4"=1'-0"



ELEVATION

SCALE: 1/4"=1'-0"



TYPICAL REINFORCING ELEVATION

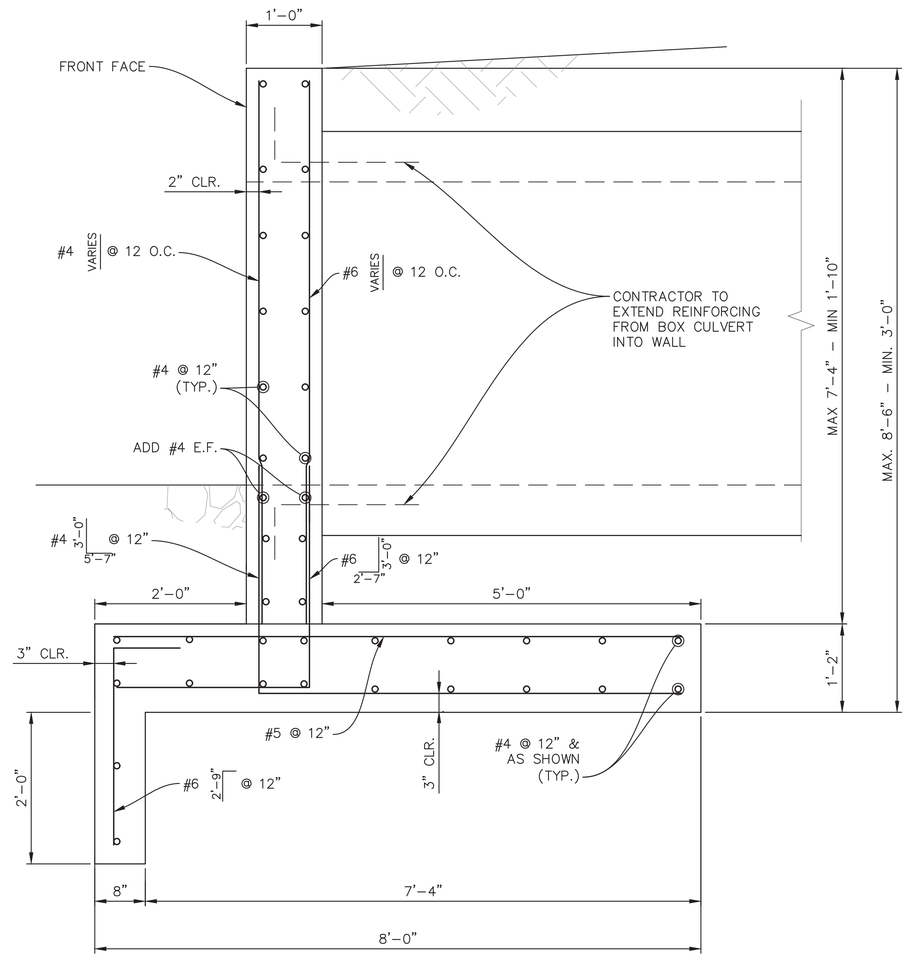
SCALE: 1/2"=1'-0"

NOTES:

1. CONTRACTOR TO VERIFY LOCATION OF ALL EXISTING UTILITIES.
2. ALL WORK SHALL CONFORM TO CITY OF AURORA STANDARDS & SPECIFICATIONS REGARDING WATER, SANITARY SEWER AND STORM DRAINAGE, LATEST REVISION.

NOTE:

CONCRETE HEADWALL SHALL INCLUDE AN INTEGRAL CONCRETE COLOR. THE COLOR SHALL BE OMAHA TAN, NUMBER 5084.



SECTION

SCALE: 1"=1'-0"

A

0 6" 1' 2'

SCALE: 1" = 1'-0"

R:\16.873.001.000 (horizon uptown)\Dwg\construction plans\off-site utilities\Storm\30 WINGWALL DETAILS

PRINT DATE:	*APRIL 29, 2019*
FILE NAME:	*30 WINGWALL DETAILS*
HORIZONTAL SCALE:	*N/A* VERTICAL SCALE: *N/A*

Matrix DESIGN GROUP
AN EMPLOYEE-OWNED COMPANY
1601 BLAKE ST., SUITE #200
DENVER, CO 80202
PHONE: (303) 572-0200

SHEET REVISIONS

REV	DATE	COMMENTS	INITIALS
1	4/15/19	NEW SHEET - STORM	SK

OWNER:
HULand1 LLC
9800 MOUNT PYRAMID COURT, SUITE 400
ENGLEWOOD, CO 80112
PHONE: (720) 895-1935
www.lendlease.com

FACSIMILE

THIS ELECTRONIC PLAN IS FACSIMILE OF THE SIGNED AND SEALED PDF SET.

SIGNATURE 4-24-2019 DATE

Kevin Lardner
PRINTED NAME

FOR AND ON BEHALF OF
MATRIX DESIGN GROUP, INC
PROJECT No. 17.873.003

HORIZON UPTOWN SUBDIVISION FILING NO. 1
OFFSITE UTILITY IMPROVEMENTS
DETAILS

DESIGNER:	*AAC*	STRUCTURE NUMBERS	
DETAILER:	*AAC*		
SHEET SUBSET:	----	SHEET NO:	*30* ----

PROJECT NUMBER

STORM SEWER EXTENSION AGREEMENT	
PLAT PAGE NO.:	*06S*
EXTENSION NO.:	*19-044SS*
DIAMETER:	72x60, 96x48 INCH
LENGTH:	1201 LF
MATERIAL:	RCBC
DATE:	*07/24/2019* BY: *DP*
REVIEWED BY:	*CB*

APPROVED ON 05/02/2019

Exhibit C.2
Initial Acceptance

Water Department
15151 E Alameda Pky
Aurora CO 80012
303-739-7370

City of Aurora
Worth Discovering • auroragov.org

03/16/2020

Aurora Water

Notice of Initial Acceptance

Location: , EW Streets: 6TH PKWY, NS Streets: PICADILLY ST

Subdivision: HORIZON UPTOWN FLG #01

Extension No.: 19-022W

Date of Acceptance: 03/16/2020

Contractor and Developer: HUDICK EXCAVATING INC / LENDLEASE

Water [X] Storm/Sanitary Sewer [ ]

Bacteria Test 02/26/2020
Chlorination Test 02/26/2020
Pressure Test 02/26/2020
Type of Pipe PVC

Pipe Size/Footage
16" 471

Line(s) Clean _____
Lamped _____ Televised Yes
Type of Pipe

Pipe Size/Footage

THIS ACCEPTANCE IS SUBORDINATE TO A FINAL INSPECTION DURING THE WARRANTY PERIOD, AND THE FOLLOWING REQUIREMENTS.

As constructed drawings to follow
Re-use water no chlorination or clearwater performed.

Jim Hamaker	03/16/2020	Vernon A. Adam	03/26/2020
Aurora Water Inspector	DATE	Aurora Water Engineer	DATE
Nicholas M. Johnson	18 MAR 20		
Materials Testing Laboratory	DATE	Signature	DATE

Water Department
15151 E Alameda Pky
Aurora CO 80012
303-739-7370

City of Aurora
Worth Discovering • auroragov.org

02/06/2020

Aurora Water

Notice of Initial Acceptance

Location: , EW Streets: 6TH PKWY, NS Streets: PICADILLY RD

Subdivision: HORIZON UPTOWN FLG #01

Extension No.: 19-023W

Date of Acceptance: 02/06/2020

Contractor and Developer: HUDICK EXCAVATING / LENDLEASE

Water [X] Storm/Sanitary Sewer [ ]

Bacteria Test 12/20/2019

Chlorination Test 12/19/2019

Pressure Test 12/19/2019

Type of Pipe PVC

Pipe Size/Footage
6" 72; 8" 74; 12" 1181

Line(s) Clean _____

Lamped _____ Televised Yes

Type of Pipe

Pipe Size/Footage

THIS ACCEPTANCE IS SUBORDINATE TO A FINAL INSPECTION DURING THE WARRANTY PERIOD, AND THE FOLLOWING REQUIREMENTS.

As-constructed drawings to follow

Jim Hamaker	02/06/2020	Jenna A. Adler	2/13/2020
Aurora Water Inspector	DATE	Aurora Water Engineer	DATE
Nicholas M. Johnson	10 FEB 20		
Materials Testing Laboratory	DATE	Signature	DATE

Water Department
15151 E Alameda Pky
Aurora CO 80012
303-739-7370

City of Aurora
Worth Discovering • auroragov.org

02/06/2020

Aurora Water

Notice of Initial Acceptance

Location: , EW Streets: 6TH PKWY, NS Streets: PICADILLY RD

Subdivision: HORIZON UPTOWN FLG #01

Extension No.: 19-043SS

Date of Acceptance: 02/06/2020

Contractor and Developer: HUDICK EXCAVATING / LENDLEASE

Water ☐	Storm/Sanitary Sewer ☒
Bacteria Test	Line(s) Clean _____
Chlorination Test	Lamped _____ Televised Yes
Pressure Test	
Type of Pipe	Type of Pipe RCBC
Pipe Size/Footage	Pipe Size/Footage 84" 288

THIS ACCEPTANCE IS SUBORDINATE TO A FINAL INSPECTION DURING THE WARRANTY PERIOD, AND THE FOLLOWING REQUIREMENTS.

Built per plan

Jim Hamaker	02/06/2020	Vanessa D. Adler	2/13/2020
Aurora Water Inspector	DATE	Aurora Water Engineer	DATE
Nicholas M. Johnson	10 FEB 20		
Materials Testing Laboratory	DATE	Signature	DATE

Water Department
15151 E Alameda Pky
Aurora CO 80012
303-739-7370

05/26/2020

Aurora Water

Notice of Initial Acceptance

Location: , EW Streets: 6TH AVE, NS Streets: PICADILLY RD

Subdivision: HORIZON UPTOWN FLG #01

Extension No.: 19-044SS

Date of Acceptance: 05/26/2020

Contractor and Developer: HUDICK EXCAVATING / LENDLEASE

Water ☐	Storm/Sanitary Sewer ☒
Bacteria Test	Line(s) Clean _____
Chlorination Test	Lamped _____ Televised Yes
Pressure Test	
Type of Pipe	Type of Pipe RCBC
Pipe Size/Footage	Pipe Size/Footage 60" 1070; 96" 16

THIS ACCEPTANCE IS SUBORDINATE TO A FINAL INSPECTION DURING THE WARRANTY PERIOD, AND THE FOLLOWING REQUIREMENTS.

As-constructed drawings to follow

16' 8'X4' RCBC
1070' 6'X5' RCBC

Jim Hamaker	05/26/2020	Vernon A. Adam	June 9, 2020
Aurora Water Inspector	DATE	Aurora Water Engineer	DATE
Nicholas M. Johnson	27 MAY 20		
Materials Testing Laboratory	DATE	Signature	DATE

Exhibit C.3
Final Acceptance

Water Department

15151 E Alameda Pky
Aurora CO 80012
303-739-7370

City of Aurora

Worth Discovering • auroragov.org

02/03/2025

Aurora Water

Notice of Final Acceptance

KAREN VOIT, LENDLEASE
22838 E 6TH AVE
AURORA, CO 80018

19-022W
HORIZON UPTOWN FLG #01
471 LF ~ 16 INCH PVC for Re-use water
DRG NO 219057, PLAT PAGE NO 06S, THIS PROJECT IS LOCATD IN ROW

The public utility extensions as constructed by your contractor, as noted, were inspected for conformance to Aurora Water Standards and Specifications and requirements. The improvements are hereby finally accepted for maintenance by Aurora Water.

ACCEPTED FOR AURORA WATER MAINTENANCE:

Vernon A. Adam, P.E.
Engineering Services Manager

Sincerely,

Aurora Water Engineering Division
15151 E. Alameda Pkwy., Suite 3600
Aurora, CO 80012
waterengineering@auroragov.org

Water Department

15151 E Alameda Pky
Aurora CO 80012
303-739-7370

City of Aurora

Worth Discovering • auroragov.org

02/03/2025

Aurora Water

Notice of Final Acceptance

KAREN VOIT, LENDLEASE
22838 E 6TH AVE
AURORA, CO 80018

19-023W
HORIZON UPTOWN FLG #01
72 LF ~ 6 INCH PVC, 74 LF ~ 8" PVC, 1181 LF ~ 12" PVC
DRG NO 219057, PLAT PAGE NO 06S, THIS PROJECT IS LOCATD IN ROW

The public utility extensions as constructed by your contractor, as noted, were inspected for conformance to Aurora Water Standards and Specifications and requirements. The improvements are hereby finally accepted for maintenance by Aurora Water.

ACCEPTED FOR AURORA WATER MAINTENANCE:

Vernon A. Adam, P.E.
Engineering Services Manager

Sincerely,

Aurora Water Engineering Division
15151 E. Alameda Pkwy., Suite 3600
Aurora, CO 80012
waterengineering@auroragov.org

Water Department

15151 E Alameda Pky
Aurora CO 80012
303-739-7370

City of Aurora

Worth Discovering • auroragov.org

02/03/2025

Aurora Water

Notice of Final Acceptance

KAREN VOIT, LENDLEASE
22838 E 6TH AVE
AURORA, CO 80018

19-043SS
HORIZON UPTOWN FLG #01
288 LF ~ 6'x5' RCBC
DRG NO 219057, PLAT PAGE 06S, THIS PROJECT IS LOCATED IN ROW

The public utility extensions as constructed by your contractor, as noted, were inspected for conformance to Aurora Water Standards and Specifications and requirements. The improvements are hereby finally accepted for maintenance by Aurora Water.

ACCEPTED FOR AURORA WATER MAINTENANCE:

Vernon A. Adam, P.E.
Engineering Services Manager

Sincerely,

Aurora Water Engineering Division
15151 E. Alameda Pkwy., Suite 3600
Aurora, CO 80012
waterengineering@auroragov.org

Water Department

15151 E Alameda Pky
Aurora CO 80012
303-739-7370

City of Aurora

Worth Discovering • auroragov.org

02/03/2025

Aurora Water

Notice of Final Acceptance

KAREN VOIT, LENDLEASE
22838 E 6TH AVE
AURORA, CO 80018

19-044SS
HORIZON UPTOWN FLG #01
16' LF ~ 8'x4' RCBC, 1070 LF ~ 6'x5' RCBC DRG NO 219057, PLAT PAGE 06S, THIS PROJECT IS LOCATED IN ROW

The public utility extensions as constructed by your contractor, as noted, were inspected for conformance to Aurora Water Standards and Specifications and requirements. The improvements are hereby finally accepted for maintenance by Aurora Water.

ACCEPTED FOR AURORA WATER MAINTENANCE:

Vernon A. Adam, P.E.
Engineering Services Manager

Sincerely,

Aurora Water Engineering Division
15151 E. Alameda Pkwy., Suite 3600
Aurora, CO 80012
waterengineering@auroragov.org

Exhibit D

Insurance Requirements

(a) Commercial General Liability Insurance. Developer and its contractor(s) shall provide commercial general liability insurance against claims arising out of bodily injury, death, damage to or destruction of the property of others, including loss of use, XCU (underground, collapse and explosion) contractual liability, and products and completed operations coverages in an amount not less than One Million Dollars ($1,000,000.00) per occurrence and Two Million Dollars ($2,000,000.00) general aggregate.

(b) Commercial Automobile Liability Insurance. Developer and its contractor(s) 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 One Million Dollars ($1,000,000.00) combined single limit each accident, naming City as an Additional Insured.

(c) Workers' Compensation and Employers Liability Insurance. Developer and its contractor(s) 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, Contractor shall maintain Employers Liability Insurance with minimum limits of One Million Dollars ($1,000,000.00) bodily injury for each accident, One Million Dollars ($1,000,000.00) bodily injury by disease each employee, and One Million Dollars ($1,000,000.00) bodily injury disease aggregate.

(d) Contractor's Pollution Liability Insurance. Developer and its contractor(s) shall maintain a Contractor's Pollution Liability insurance policy covering any bodily injury, liability, and property damage liability, arising out of the collection, disposal, and release of pollutants, including items in transit to a permanent disposal facility, which may arise from activities under or incidental to this Extension Agreement. This policy shall be maintained with minimum limits of Five Million Dollars ($5,000,000.00) per claim (with retroactive date included) or per occurrence.

(e) Builder's Risk. Developer and its contractor(s) shall furnish Builder's Risk insurance on "all risk" forms endorsed to provide coverage for physical loss or damage including but not limited to: fire, wind, floods, earthquakes, theft, vandalism, malicious mischief, collapse, sinkholes, demolition, debris removal, increased cost of construction and cover underground property (except for piping and utility lines not related to the Improvements), materials stored on and off site that have become property of the contractor(s) and any other natural or man-made peril. Builder's Risk insurance shall be written on a replacement cost basis for the value of the project without a co-insurance penalty and shall contain an Agreed Amount Endorsement in an amount not less than the value of the Project, including all hard and soft costs (including architect and engineering fees), for the entire duration of work under this Agreement (until Final Acceptance of the entire completed Improvements by City). Builder's Risk insurance shall name the City, Developer, and all contractors, subcontractors and sub-subcontractors as named insureds. Each contractor will be responsible for the Builder's Risk deductible in the event of a loss. Any builder's risk coverage must be reviewed and approved by Developer and the City

Appendix A

Summary of Invoices and Reciepts

Extension Agreement Permit 19-022W	
50% of the cost for the 16" reuse waterline lowering extension	$8,359.00
50% of the cost of a change order made during construction	$37,861.50
Extension Agreement Permit 19-023W	
50% of the cost for the 30" steel waterline lowering extension	$86,757.50
Extension Agreement Permit 19-043SS	
Change order to the original design to add the 7x5 box culvert under Stephen D. Hogan	$113,656.00
Extension Agreement Permit 19-044SS	
Change order to the original design to add an additional Sand Creek outfall structure	$22,311.00

Total Eligible Reimbursement:
$268,945.00

CITY OF AURORA
Late Submission Approval for Agenda Item

Item Title: Update to the IGA between establishing the Fitzsimons Redevelopment Authority-Resolution

Item Initiator: Jason Batchelor, City Manager

Staff Source/Legal Source: Jason Batchelor, City Manager/Brian Rulla, Assistant City Attorney

Outside Speaker: N/A

Council Goal: 2012: 4.0--Create a superior quality of life for residents making the city a desirable place to live and work

CRITERIA - PLEASE CONSIDER ITEM FOR LATE SUBMISSION FOR THE FOLLOWING REASON:

☒ There is a time-sensitive legal requirement that must be met and cannot be met by a future meeting date

☐ The delay will result in an adverse financial impact to the city

☐ The item is related to a disaster and must be addressed before the next available meeting

☒ The item was requested by Council Members Curtis Gardner and Francoise Bergan

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COUNCIL MEETING DATES FOR LATE SUBMISSION:

Study Session: 8/11

Regular Meeting: 8/25/2025

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

Jason Batchelor, City Manager requested this Update to the IGA between establishing the Fitzsimons Redevelopment Authority-Resolution.

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

_____	Jason Batchelor _____
Agenda Item Initiator Name	Late Submission Approver Name (Council Appointee or DCM)
_____	Jason Batchelor 8/5/2025 _____
Agenda Item Initiator Signature Date	Late Submission Approver Signature Date

CITY OF AURORA
Council Agenda Commentary

Item Title: Update to the Intergovernmental Agreement (IGA) Establishing the Fitzsimons Redevelopment Authority
Item Initiator: Jason Batchelor, City Manager
Staff Source/Legal Source: Jason Batcherlor, City Manager / Brian Rulla, Assistant City Attorney
Outside Speaker: N/A
Strategic Outcome: Well-Managed: High performing organization, committed to great customer service, innovation, continuous improvement, fiscal stewardship, and maintaining critical infrastructure.

COUNCIL MEETING DATES:

Study Session: N/A

Regular Meeting: 8/11/2025

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

Item requires a Public Hearing: ☐ Yes ☒ No

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

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

R2025-87 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING THE AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT ESTABLISHING THE FITZSIMONS REDVELOPMENT AUTHORITY
Jason Batchelor, City Manager / Brian Rulla, 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.)*

N/A

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

The Fitzsimons Redevelopment Authority (the "FRA") was established by an intergovernmental agreement (the "Initial IGA") between the City of Aurora, Colorado and the Regents of the University of Colorado on January 1st, 1998. Since its original approval, the Initial IGA has been amended by separate documents on five separate occasions, most recently on October 22, 2014. The Initial IGA and five separate amendments collectively operate as the establishing agreement of the FRA (the "FRA Establishing Agreement"), though as of yet, the FRA Establishing Agreement has not been consolidated to a singular document.

The Amended and Restated Establishing Agreement consolidates all prior amendments to the Initial IGA along with additional edits that have been proposed. These additional edits have been summarized below, and fall into three categories:

i. Clean up inconsistencies within each document or between the Bylaws and the FRA Establishing Agreement

ii. Update the documents to make them consistent with the FRA as it exists today or to remove unnecessary/antiquated language

iii. Make the documents consistent with standard governance

practices Summary of Amended and Restated Establishing Agreement

changes:

General:

The "whereas" clauses have been updated to acknowledge prior amendments and remove statements that are no long applicable
Executive Officer has been changed to Chief Executive Officer
Chair Elect has been changed to Vice Chairperson

Article 2.1 Board of Directors Composition

Updated for a thirteen member Board, including six "Private Sector" members, three of which shall have expertise in redevelopment

Article 2.3 Term of Appointed Board Members

Updated to remove obsolete language regarding the original board member appointments

Article 2.4 Removal of Board Members

Updated provision requiring a two-thirds vote to remove a Private Sector Board Member

Article 2.5 Voting and Quorum

Updated to require seven Directors for a quorum for the Board and a majority of members of a Committee for a quorum of the Committee
Updated to require an affirmative vote for the Board or a Committee to take action

Article 2.7 Officers of the Board

Updated so the Vice Chairperson does not become the next Chairperson, but rather is elected in the same

manner as the other officers

Article 2.8 Meetings

Updated to require the board packet, minutes and other materials to be posted on the FRA website, the City of Aurora Website, and within the Authority 72 hours prior to the meeting

Article 4.1 Chief Executive Officer of the Authority

Updated to require a vote of two-thirds of the Board to appoint or remove the Chief Executive Officer

Article 4.6.1 Conflicts of Interest

Updated so that the conflicts identified are subject to recusal provisions

Article 4.6.3 Conflicts of Interest

A provision has been added such that if the Board determines that a conflict exists, the individual with the conflict will be required to recuse themself from all discussion and decision making in the matter and that the transaction must be approved by a majority of disinterested directors (even though less than a quorum)

Article 9 Indemnification

Provisions have been added for the protection of individuals serving as officers, directors and employees of the FRA to help ensure that the FRA continues to be able to attract, recruit and retain highly qualified individuals to serve in those positions. The provisions are intended protect those individuals from claims and proceedings initiated by third parties against them individually related to their service and duties for the FRA in accordance with laws governing the FRA

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 resolution approving the amended and restated IGA establishing the Fitzsimons Redevelopment Authority?

LEGAL COMMENTS

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

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

RESOLUTION NO. R2025- ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING THE AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT ESTABLISHING THE FITZSIMONS REDVELOPMENT AUTHORITY

WHEREAS, the Fitzsimons Redevelopment Authority (the "FRA") was established by an intergovernmental agreement (the "Initial IGA") between the City of Aurora, Colorado (the "City") and the Regents of the University of Colorado (the "Regents") on January 1st, 1998; and

WHEREAS, the Initial IGA has subsequently been amended on five separate occasions, most recently on October 22, 2014, and

WHEREAS, the Initial IGA and five separate amendments collectively operate as the establishing agreement of the FRA (the "FRA Establishing Agreement"); and

WHEREAS, Article 2.6 of the FRA Establishing Agreement authorizes the Board of Directors of the FRA (the "Board") to adopt Bylaws (the "Bylaws") as may be necessary for the conduct of the Board; and

WHEREAS, the City, through its representation on the Board, supports certain modifications to the FRA Establishing Agreement; and

WHEREAS, pursuant to Article 9.3 of the FRA Establishing Agreement, the FRA Establishing Agreement may only be amended in writing by the City and the Regents by the same formality as the FRA Establishing Agreement was originally adopted.

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

Section 1. The Amended and Restated Intergovernmental Agreement Establishing the Fitzsimons Redevelopment Authority is hereby approved.

Section 2. The Mayor and the City Clerk are hereby authorized to execute the Amended and Restated Intergovernmental Agreement Establishing the Fitzsimons Redevelopment Authority on behalf of the City in substantially the form submitted at this meeting, with such technical additions, deletion, and variations as the City Attorney may deem necessary and 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 _____, 2025.

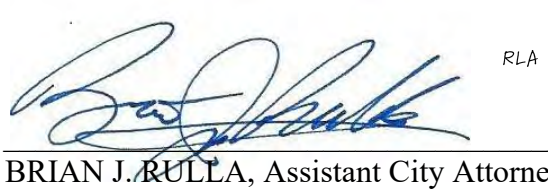
_____
MIKE COFFMAN, Mayor

ATTEST:

_____
KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

PETER A. SCHULTE, CITY ATTORNEY

By:  RLA
BRIAN J. RULLA, Assistant City Attorney

AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT ESTABLISHING THE FITZSIMONS REDEVELOPMENT AUTHORITY

THIS AGREEMENT, entered into as of the 1st day of September, 2025, by and between the City of Aurora, a political subdivision and municipal corporation of the State of Colorado (the "City"), and the Regents of the University of Colorado, a constitutional body corporate of the State of Colorado (the "Regents"), collectively referred to as the "Parties,"

WITNESSETH:

WHEREAS, the Parties previously entered into that certain Intergovernmental Agreement Establishing the Fitzsimons Redevelopment Authority on January 1st, 1998 (the "Original IGA"); and

WHEREAS, since the adoption of the Original IGA, the Original IGA has been amended on five separate occasions, namely the First Amendment dated September 11, 1998, the Second Amendment dated July 25, 2001, the Third Amendment June 25, 2011, the Fourth Amendment dated May 5, 2012 and the Fifth Amendment dated October 22, 2014 (collectively the "Amendments"); and

WHEREAS, in order to consolidate the various Amendments to the Original IGA and incorporate the most recent changes the Parties wish to amend and restate the Original IGA along with all of the Amendments in this Amended and Restated Intergovernmental Agreement Establishing the Fitzsimons Redevelopment Authority; and

WHEREAS, this Agreement replaces the Original IGA and the Amendments in their entirety; and

WHEREAS, Article XIV, Section 18(2)(a) of the Colorado Constitution provides that the Constitution shall not be interpreted "to prohibit the state or any of its political subdivisions from cooperating or contracting with one another or with the government of the United States to provide any function, service, or facility lawfully authorized to each of the cooperating or contracting units, including the sharing of costs, the imposition of taxes, or the incurring of debt"; and

WHEREAS, Article XIV, Section 18(2)(b) of the Colorado Constitution further provides that the Constitution shall not be interpreted "to prohibit the authorization by statute of a separate governmental entity as an instrument to be used through voluntary participation by cooperating or contracting political subdivisions"; and

WHEREAS, the General Assembly has enacted Section 29-1-203(4), C.R.S., to implement the provisions of Article XIV, Sections 18(2)(a) and (b) of the Colorado Constitution by authorizing political subdivisions to establish, by contract, a separate legal entity to provide any function, service, or facility lawfully authorized to each; and

WHEREAS, the City is a home-rule municipal corporation and political subdivision of the State of Colorado, created pursuant to Article XX of the Colorado Constitution and entrusted thereunder with the performance of municipal functions, duties, powers, and obligations; and

WHEREAS, the Regents are a body corporate of the State of Colorado, created pursuant to Article IX, Section 12 of the Colorado Constitution and entrusted thereunder with the supervision and government of the University of Colorado; and

WHEREAS, the Parties intend that the Authority hereby created fall within the definition of a "Public Entity" under the Colorado Governmental Immunity Act, Section 24-10-101, *et seq*., C.R.S.; and

WHEREAS, it is the intent of the Parties that, for the purposes of interpreting the application of law to the Authority, the Authority shall be treated as a local or municipal body, and that the limitations and requirements applicable to agencies and departments of the State of Colorado shall not apply to the Authority; and

WHEREAS, it is deemed in the best interests of the Parties and for the public health, safety, convenience, and welfare of the residents of the City and the State of Colorado that the Parties enter into this Amended and Restated Intergovernmental Agreement,

NOW THEREFORE, in consideration of the mutual covenants, obligations, and conditions expressed herein, it is agreed by and between the parties hereto, as follows:

ARTICLE ONE
GENERAL PROVISIONS

1.1 *Fitzsimons Redevelopment Authority*. Upon the effective date of this Agreement, there is hereby established a separate public entity to be known as the Fitzsimons Redevelopment Authority ("Authority"). The Parties agree the Authority is an independent, legal entity separate and distinct from both of the parties. The Authority shall have the powers set forth herein over any property it shall acquire by lease or deed, to perform caretaker services within Fitzsimons, which is more particularly described in the legal description attached hereto as Appendix "A", and to perform redevelopment services within the Fitzsimons Redevelopment Area, which is more particularly described in the general description and boundary map attached hereto as Appendix "B."

1.2 *Governing Body*. The Authority shall be governed by a thirteen (13) member Board of Directors ("Board") which Board shall have the power to provide the functions and services for which the Authority is formed, as set forth more fully herein.

1.3 *Purpose*. The Authority is organized for the purpose of providing necessary and incidental ownership, management, maintenance and economic redevelopment services and improvements at Fitzsimons and elsewhere within the Fitzsimons Redevelopment Area, including but not limited to the following:

A. Creation of an economic development plan as more particularly set forth in Article Three.

B. Creation of a multiple-year business plan and an annual operating plan.

C. Conducting community outreach activities which shall include public education and information.

D. Providing real estate development and property management services.

E. Applying for and administering grants from any source for activities related to the Authority's functions.

F. Monitoring the environmental remediation to be undertaken at Fitzsimons by the Department of Defense pursuant to federal or state statute.

G. Complying with the provisions of the Base Closure Community Redevelopment and Homeless Assistance Act of 1994, as amended, regarding homeless assistance providers, to the extent applicable.

1.4 *Immunity*. The Authority shall enjoy all the immunities and limitations on liability afforded public entities by the Colorado Governmental Immunity Act, Section 24-10-101, *et seq*., C.R.S. as amended.

1.5 *Enterprise*. It is the intent of the Parties by this Agreement to confer upon the Authority all of the powers and attributes necessary for the Authority to qualify as an "Enterprise" within the meaning of Article X, Section 20(2)(d) of the Colorado Constitution.

1.6 *Redevelopment Plan*. It is the expressed intent of the Parties hereto that future redevelopment of Fitzsimons be consistent with the final Record of Decision issued with regard to Fitzsimons by the Department of Defense and any Redevelopment Plan developed and approved by the Authority. Any proposed Redevelopment Plan, or any amendment to an approved Redevelopment Plan, shall be submitted to each of the Parties for review and comment prior to its submission to the Department of Defense. Amendments to any approved Redevelopment Plan may occur only upon the approval of the Board, except to the extent approval of such amendments has been delegated to the Executive Committee.

1.7 *Effective Date*. This Agreement shall be effective as of_____.

1.8 *Insurance*. The Authority shall at all times maintain with responsible issuers the following insurance:

A. Worker's Compensation Insurance as required by law.

B. Comprehensive General Liability Insurance with a minimum $600,000 combined single limit for each occurrence. The General Liability Insurance required hereby shall contain a

"waiver of subrogation" clause stating that the Authority waives its rights of recovery against the City, the Regents, and their respective officers, agents and employees.

C. Public Officials' Liability Insurance in an amount no less than $5,000,000.

D. In the event the Authority purchases, leases, or otherwise acquires motor vehicles, including trucks and service vehicles, Comprehensive Automobile Liability Insurance with a minimum $600,000 combined single limit for each occurrence.

1.9 *Indemnification of the Parties.* To the extent authorized by law, the Authority shall indemnify, defend, and hold harmless the Parties, their officers, agents, and employees from and against any and all claims, damages, liabilities, and court awards, including costs, expenses, and attorney fees, incurred as a result of any act, error, or omission by the Authority, or any of its officers, agents, or employees in the performance of the Authority's obligations under this Agreement.

1.10 *Records*. The books and records of the Authority shall be open for inspection by the public at reasonable times, in accordance with and subject to the provisions of the Colorado Public Records Law, Section 24-72-201, *et seq.,* C.R.S., as amended.

ARTICLE TWO
ORGANIZATIONAL STRUCTURE

2.1 *Board of Directors Composition*. The Authority's governing Board shall be comprised of thirteen (13) voting members who shall serve without compensation but may be reimbursed for their actual expenses incurred in serving the Authority. The City shall have three (3) representatives on the Board, the Regents shall have two (2) representatives on the Board, the Board of Directors of the University of Colorado Hospital Authority (the "Hospital Authority") shall have one (1) representative on the Board, the Board of Directors of The Children's Hospital (the "TCH Board") shall have one (1) representative on the Board, and the Board shall appoint six (6) representatives to serve on the Board ("Private Sector Board Members"). The City's representatives shall be appointed by the City Council, and may include the Mayor, City Council members or other City appointees, as determined by the City in its sole discretion. The Regent's representatives shall consist of the individual appointed to serve as Chancellor (or equivalent top level administrator) of the University of Colorado's campus at Fitzsimons (the "Chancellor") and one (1) representative appointed by the President of the University of Colorado. The Hospital Authority's representative shall be appointed by the Chairman of the Board of Directors of the Hospital Authority. The TCH Board's representative shall be appointed by the Chairman of the TCH Board. The Chancellor may be represented at any Board meeting by his or her designee; provided that such designee shall have voting rights and shall be counted to constitute a quorum. In the event either Party appoints an elected official to the Board, termination of the elected official's status as an elected official to the office held at the time of appointment shall automatically result in termination of that person's membership on the Board. No employee of the Authority shall be eligible to be a member of the Board. The Private Sector Board Members shall consist of (a) three (3) individuals with special expertise in subject matter relevant to the redevelopment of Fitzsimons and elsewhere within the Fitzsimons Redevelopment Area, such as

real estate development, banking or financing, and (b) three (3) individuals with expertise in the industry(ies) deemed to be targeted users of land located within the Fitzsimons Redevelopment Area, including, without limitation, the bioscience industry and other complementary bioscience related industries (the "Targeted Industries").

2.2 *Ex-Officio Board Members.* The Chief Executive Officer of the Authority shall be an ex-officio member of the Board. In addition, the Board may appoint ex-officio members of the Board as is deemed necessary by the Board. Ex-Officio Board members shall have no voting rights and shall not be counted to constitute a quorum.

2.3 *Term of Appointed Board Members*. The term of appointed members of the Board shall be three (3) years. The appointing Party or the Board, if applicable, shall be responsible for appointing new members to full three (3) years terms as members' terms expire. Vacancies shall be filled by the appointing Party or Board, if applicable, for the unexpired term of any member whose term becomes vacant. There shall be no term limits for members of the Board.

2.4 *Removal of Board Members*. Board members may be removed with or without cause by the appointing Party upon written notice to the member. Notice of removal or resignation of a Board member shall be given to the other Party and the Chairperson of the Board. The Party which appointed a Board member who has resigned or been removed shall appoint a new Board member within thirty (30) days following such resignation or removal. A Private Sector Board Member may be removed with or without cause by a two-thirds vote of the Board.

2.5 *Voting and Quorum*. A quorum of the Board shall consist of seven (7) Directors for any regular or special meeting. A quorum of any Committee appointed pursuant to Article VI of the Bylaws shall be a majority of the authorized number of members of such Committee. Unless otherwise provided in this Agreement or Bylaws, the affirmative vote of the Board members present at the time of the vote shall be required for the Board to take any action. No official action may be taken by the Board on any matter unless a quorum is present. Any member present who shall abstain from any vote or discussion for any reason, including such member's conflict of interest on any matter, shall be counted in determining the presence of a quorum. Each member of the Board shall have one (1) vote.

2.6 *Bylaws* and *Policies.* The Board may adopt Bylaws and Policies as may be necessary for the conduct of the Authority so long as such Bylaws and Policies are not in conflict with the provisions of this Agreement. Bylaws and any amendments thereto shall be adopted by a vote of two thirds of the Board. Policies and any amendments thereto shall be adopted by a majority vote of the Board. Without limiting the generality of the foregoing, the Board shall adopt financial and real estate Policies which shall govern the conduct of the Authority related to such matters. Without limiting the generality of the foregoing, such financial and real estate Policies shall establish appropriate methods for the attestation or verification of signatures on all contracts or agreements to be signed by the Chairperson, Vice Chairperson, or other officers or employees of the Authority.

2.7 *Officers of the Board.* The Board shall elect a Chairperson, Vice Chairperson, and Secretary and Treasurer (collectively, the "Officers") from the Directors, and each Officer

shall serve a two (2) year term. The election of the Chairperson, Vice Chairperson, Secretary and Treasurer shall take place annually at the first regular meeting of the calendar year and each of them shall hold office until his or her successor shall have been duly elected and qualified, or until his or her earlier death, removal, resignation, or disability. The officers shall perform the following duties normal for their officer including but not limited to the following:

A. The Chairperson shall preside over all Board meetings and enter into obligations on behalf of the Authority, except contracts or agreements which may be signed by officers delegated that responsibility by the Board, and shall perform such other duties as may be authorized by the Board.

B. In the absence of the Chairperson or in the event of his or her death or inability to act, the Vice Chairperson shall perform all of the duties of the Chairperson and, when so acting, shall have all the powers of and be subject to all the restrictions upon the Chairperson. The Vice Chairperson shall perform such other duties as may be authorized by the Board from time to time.

C. The Secretary/Treasurer shall (a) see that the minutes of the meetings of the Board are maintained; (b) see that all notices are duly given in accordance with the provisions of these Bylaws or the Intergovernmental Agreement; (c) attest to all contracts or agreements signed by the Chairperson, Vice Chairperson, or other officers or employees of the Authority, except contracts or agreements which may be attested to by officers delegated that responsibility by the Board or by the Intergovernmental Agreement; (d) have charge of and be responsible for all funds of the Authority; (e) see that the financial books and records of the Authority are kept and maintained; and (f) in general, shall perform all duties incident to the office of Secretary/Treasurer and such other duties as may be authorized by the Board from time to time.

2.8 *Meetings*. Meetings of the Board shall be held at the call of the Chairperson and shall be conducted in accordance with the following requirements:

A. The Board shall hold at least four (4) regular meetings each calendar year at such time and place as the Authority shall decide and may, upon the call of the Chairperson or any three (3) Board members, hold special meetings. Any regular meeting may be canceled by a simple majority of the Board or by the Chairperson for good cause.

B. All regular and special meetings held by the Board and any subcommittee meetings of the Board where public business is discussed or at which formal action may be taken shall be open to the public and subject to the Colorado Open Meetings Law, Section 24-6-401, *et seq.,* C.R.S., as amended. Notice of all regular meetings and special meetings shall include the agenda and provide reasonable access to information or documentation related to items or materials to be considered at the meeting and shall be posted on the FRA website, the City of Aurora Website, and in a designated public place located within the FRA no less than -seventy-two (72) hours prior to the meeting.

C. The Board shall keep minutes of its proceedings showing the presence or absence of each Board member and the vote of each member upon every motion. Failure to vote and any abstentions shall be noted in the minutes. Minutes and records of Board meetings shall be open to the public and subject to the Colorado Open Meetings Law.

2.9 *Executive Committee.* The Executive Committee of the Authority shall be a Special Committee of the Board and it is delegated such powers of the Authority and such powers of the Board as the Board deems appropriate ("Executive Committee"). The Executive Committee shall consist of no fewer than six (6) of the Directors and it must include the Chairperson of the Board, Vice Chairperson of the Board, Secretary/Treasurer of the Board, the Chief Executive Officer/CEO and President of the Authority (as an ex-officio member which shall count as one of the six (6) Directors), and any other such members of the Board as the Board deems appropriate; provided that, in any event, the Executive Committee shall include at least one Board member appointed by the City and one Board member appointed by the Regents and shall attempt to include the interests of the stakeholders on the Board. Any Director may choose to attend any meeting for the Executive Committee but only those Director's appointed to the Executive Committee shall have a voting right.

ARTICLE THREE
POWERS OF THE AUTHORITY

3.1 *Plenary Powers.* Except as otherwise limited by this Agreement, the Authority, in its name and as provided herein, shall exercise all powers lawfully authorized herein by the Parties pursuant to Section 29-1-203, C.R.S., as amended, including all incidental, implied, expressed, or such other powers as necessary to execute the purposes of this Agreement. The Authority shall act through its Board, its Executive Committee, its officers, and employees as authorized by the Board pursuant to this Agreement, the Bylaws, and any adopted Policies. The Authority shall not have the power to represent itself as or act as agent for or on behalf of either of the Parties without their prior written consent.

3.2 *Enumerated Powers.* The Authority's powers shall be those powers delegated by the Parties through this Agreement. Such powers shall include the following:

A. To acquire, hold, operate, manage, lease, sell, convey, or otherwise dispose of real and personal property, or any interest therein, in the name of the Authority;

B. To make and enter into contracts which it may deem necessary or convenient to the exercise of its powers under this Section 3.2, including, without limitation, contracts with urban renewal authorities, nonprofit corporations, and federal, state or local agencies;

C. To make and enter into contracts, as deemed appropriate, for goods and services, subject to payment from advances, loans, grants or contributions made by ·the federal, state, or any local government, funds-provided by-either Party, or any other revenues of the Authority;

D. To sue and be sued in the Authority's own name; to adopt and have a seal and to alter the same at pleasure;

E. To cooperate with the federal government in all respects concerning implementation of the final Army Record of Decision concerning the disposal and reuse of Fitzsimons;

F. To make and enter into contracts with agencies or departments of the federal government or either Party for the provision of caretaker services for all or a portion of Fitzsimons after closure; to make and enter into contracts with third parties for the provision of such services in relation thereto as deemed appropriate by the Authority;

G. To hire and fire agents, employees, consultants and professionals pursuant to the Bylaws and any adopted Policies of the Authority;

H. To apply to the City to plan. replan, zone, rezone, or subdivide any part of the area ·within which the Authority has jurisdiction in connection with any project proposed or undertaken by the Authority;

I. To provide for the furnishing of services, privileges, works, streets, roads, public utilities, or educational or other facilities for or in connection with any project of the Authority; to dedicate property acquired or held by it for public works, improvements, facilities, utilities, and other public purposes; and to agree, in connection with any of its contracts, to any conditions that it deems reasonable and appropriate, including but not limited to conditions attached to federal financial assistance, and to include in any contract made or let in connection with any project of the Authority provisions to fulfill such of said conditions as it may deem reasonable and appropriate;

J. To fix. maintain, and revise fees, rates, rents, security deposits, and charges for functions, services, or facilities provided by the Authority;

K. To acquire, construct, reconstruct, repair, maintain, manage, operate, lease, sell, convey, or otherwise dispose of real property, buildings, works, improvements, or other facilities necessary to carry out the purposes of this Agreement;

L. To prepare and implement a compensation, retirement, and benefits plan for all employees of the Authority;

M. To prepare and approve an annual operating budget and any necessary amended or supplemental budgets, as set forth in Article Five of this Agreement, and make appropriations in accordance therewith;

N. To adopt and, from time to time, amend and repeal Bylaws and any adopted Policies pursuant to Section 2.6 of this Agreement;

O. To enter into agreements with the Parties for the purpose of securing any necessary professional, administrative, or support services;

P. To keep and maintain adequate financial books and records to account for all Authority revenues and expenditures; to obtain an annual independent audit conducted by certified public accountants selected by the Board of such records; and to submit the results of such audit to the Parties;

Q. To adopt a master economic redevelopment plan, which shall be updated as the Authority deems necessary; to establish strategies and goals for promoting and marketing redevelopment of Fitzsimons and securing development commitments within the service area of the Authority;

R. To apply for and accept advances, grants, loans or contributions from any natural person, public or private corporation or organization, or the federal, state or any local government, or any department, instrumentality, or agency thereof, for the purpose of financing its activities;

S. To adopt financial and investment policies and invest any moneys of the Authority which are available for investment in accordance with the laws of the State of Colorado, including Articles 10.5 and 47 of Title 11, and Article 75, Part 6 of Title 24, C.R.S., governing the deposit and investment of public funds by public entities;

T. To issue revenue bonds in accordance with Section 5.6 of this Agreement;

U. To issue notes, warrants, certificates of indebtedness, or other evidences of the advancement of moneys and, in connection therewith, to pledge any security therefor as may be authorized by law;

V. To enter into lease-purchase agreements and issue certificates of participation therein.in accordance. with Section 29-1-103, C.R.S., as amended;

W. To insure against all or any part of the Authority's liability or the liability of any of the Authority's employees acting within the scope of their employment for an injury for which the Authority or its employees might be liable, and against the expense of defending a claim for injury against the Authority or the Authority's employees, whether or not liability exists on such claim, all in accordance with Section 24-10-115, C.R.S., as amended;

X. To participate in all types of development ventures related to the purposes of the Authority, with public and private persons and entities including, without limitation, the formation of general and limited partnerships, limited liability companies, corporations, and other business entities;

Y. Through its employees, officers, board members, or Executive Committee, to cause the incorporation of for-profit or non-profit corporations or other business entities incident to the accomplishment of the purposes hereof; and

Z. To take all actions necessary or appropriate to carry out and implement the provisions of this Agreement.

AA. To mortgage or pledge all or any portion of the real or personal property of the Authority, whether then owned or thereafter acquired, for the benefit of the holders of bonds, notes or other obligations issued by the Authority.

BB. To lend all or any portion of the proceeds of any revenue bonds issued by the Authority to any person or entity for the purpose of financing all or any portion of the cost of acquiring, constructing and completing any facility, work or undertaking deemed necessary or appropriate by the Authority for the accomplishment of the purposes of this Agreement and the redevelopment of Fitzsimons. Such loans may be secured or unsecured and, in particular, may be secured by a mortgage or other encumbrance upon the assets, properties or undertakings financed in whole or in part with the proceeds of any issue of revenue bonds.

CC. Any revenue bonds issued in accordance with Section 5 .6 of this Agreement may be issued to finance any project or undertaking deemed necessary or appropriate by the Authority for the accomplishment of the purposes of this Agreement and the redevelopment of Fitzsimons. Nothing set forth in this Agreement shall require that title to any facility, work or undertaking financed by the Authority be transferred to the City prior to the dissolution of the Authority, and the Authority is specifically authorized to finance undertakings or improvements to be owned by the Authority or by any other person or entity, if deemed necessary and appropriate by the Authority for the accomplishment of the purposes of the Agreement and the redevelopment of Fitzsimons.

3.3 *Prohibited Powers*. In determining what implied powers the Authority has under Article Three, herein, it shall be clearly understood that the Authority shall not have the following powers:

A. Taxation;

B. Special assessments pursuant to Article 25 of Title 31, C.R.S., as amended;

C. Condemnation (eminent domain);

D. Issuance of general obligation debt;

E. Zoning or other governmental powers over land use;

F. Building, fire code, public health and safety regulations;

G. Control and acceptance of public rights of way; and

H. Assignment or delegation of any specific powers, duties, or responsibilities imposed by this Agreement except as authorized by this Agreement or by the Parties in writing.

3.4 *Leases.* The Parties anticipate the Authority will enter into interim and long-term leases for all or a portion of Fitzsimons property and the Authority will sublet all or a portion of said leased property to third parties. In such event, any leases or subleases entered into by the Authority as lessor shall fully comply with the laws of the United States, the State of Colorado, and the Charter or Ordinances of the City of Aurora.

3.5 *Spending Authority.* In any given fiscal year, the Authority is limited in its spending powers to· the total annual and supplemental budgets adopted by the Board. Annual expenditures shall not exceed amounts appropriated by the Board from all revenues for such year plus beginning unreserved cash balances.

ARTICLE FOUR
PERSONNEL

4.1 *Chief Executive Officer of the Authority*. The Board shall appoint a Chief Executive Officer of the Authority by a vote of two thirds of the Board who shall be the chief executive and operating officer for the Authority. The Chief Executive Officer of the Authority shall have such title, executive powers, and duties as are prescribed by the Board. The Board shall set the salary and benefits of the Chief Executive Officer and shall annually review the performance of the Chief Executive Officer. The Chief Executive Officer shall serve at the pleasure of the Board and may be removed by a vote of two thirds of the Board. Upon resignation or removal of the executive officer, notice shall be provided to the Parties. The Chief Executive Officer of the Authority shall serve as an ex-officio member and officer of the Board and may be an employee of the Authority. The Chief Executive Officer of the Authority shall have no voting rights and shall not be counted to constitute a quorum.

4.2 *Liability*. Any liability or other financial obligation relating to the activities of the Authority which is incurred or caused by the Chief Executive Officer of the Authority or any employee or agent of the Authority within the scope of his or her employment and during the performance of his or her duties as approved or delegated by the Authority Board shall be exclusively the responsibility of the Authority.

4.3 *Administrative Services*. The Authority may contract with either Party, or both, for the provision of financial, personnel, and other administrative services.

4.4 *Compliance with Law.* The Authority shall comply with all applicable federal, state, and local law relating to employment standards and practices, including those pertaining to equal employment opportunity and nondiscrimination. The Authority shall maintain such levels of workers' compensation coverage as mandated by state law.

4.5 *Indemnification of Directors, Officers, and Employees*. The Authority shall, to the fullest extent permitted under applicable law and as permitted under and within the requirements

of, and without waiving the provisions of the Colorado Governmental Immunity Act, indemnify and defend its directors, officers, and employees against all liability and expense (including reasonable attorneys' fees) incurred by reason of the fact that he or she was a director, officer or employee of the Authority. Subject to any provisions of the Colorado Governmental Immunity Act providing otherwise, any amendment, alteration or repeal of this Section 4.5 or any applicable law or applicable provision of the Colorado Governmental Immunity Act with respect to the subject matter of this Section 4.5 that adversely affects any rights of any person referred to herein shall be prospective only and shall not limit or eliminate any such rights with respect to any proceeding involving any occurrence or alleged occurrence of any action or omission to act that took place prior to such amendment, alteration or repeal.

4.6 *Conflicts of Interest*.

1. Subject to the recusal provisions set forth in Section 4.6.3 below, no person serving as a director, officer, or employee of the Authority shall:
    A. Hold any financial or other personal interest in any contract of the Authority as defined by Section 24-18-102, C.R.S., as may be amended from time to time;

    B. Be a purchaser or lessee, or act as an agent for anyone other than the Authority, with regard to any sales or leases of real or personal property under the jurisdiction of the Authority;

    C. Acquire or hold, directly or indirectly, any financial or personal interest in any business or undertaking which that person- has reason to believe may be substantially benefited by any action taken by the Authority;

    D. Disclose or use any confidential information acquired in the course of that person's official duties in order to further substantially that person's financial or personal interest;

    E. Accept a gift of substantial value or a substantial economic benefit tantamount to a valuable gift which would tend improperly, or could be reasonably perceived, to influence that person to depart from the faithful and impartial discharge of that person's public duties; or

    F. Undertake or fail to undertake any action in that person's official capacity which would create an appearance of impropriety or unethical conduct on the part of that person.

2. "Personal interest" under this Section would include interests held by members of one's immediate family or one's business partners, employer, or corporation or other business in which one or one's immediate family owns or controls an interest or from which one or one's immediate family receives a substantial financial benefit. "Immediate family" means persons related by blood, marriage, or adoption.

3. In the event that a director, officer, or employee should have any reason to believe that an actual or potential conflict of interest exists with respect to a proposed contract or transaction, the nature of such interest or conflict shall be disclosed. Employees of the Authority shall make such disclosures to the Chief Executive Officer of the Authority. Any member of the Board and any officer of the Authority shall make such disclosures to the Board of Directors. If the Board determines that there is an actual or potential conflict of interest, such director, officer, or employee shall recuse themself from all discussion and decision making in the matter. Approval of such contract or transaction shall require the affirmative vote of a majority of the disinterested directors, even though less than a quorum. The Board shall have the duty to take appropriate action necessary to resolve any conflicts in accordance with this Section and in a manner to assure that the confidence of the Parties and the public in the Authority is maintained.

4. Failure by a director, officer, or employee of the Authority to disclose properly and timely *any* conflict described under this Section shall be grounds for immediate removal or dismissal of that person from his or her official duties.

ARTICLE FIVE
BUDGETS/FUNDING/DEBT

5.1 *Annual Budget*. The Board shall adopt a budget for the Authority, which budget shall conform with the requirements of the Local Government Budget Law of Colorado, Section 29-1 101, et seq., C.R.S., as amended. No later than October 15 of each year, or such other deadline as may be required by the Local Government Budget Law, the Chief Executive Officer of the Authority shall submit to the Board a proposed annual budget for the next fiscal.

5.2 *Transfers. If,* after adopting the annual budget, the Board deems it necessary, it may transfer appropriated moneys between funds or between spending agencies within a fund, as determined by the original appropriation level.

5.3 *Supplemental Budget. If,* after adopting the annual budget, the Authority receives unanticipated revenues or revenues not assured at the time of the adoption of the annual budget from any source, the Board may authorize the expenditure of such funds by enacting a supplemental budget and appropriation, subject to review by and comment from the Parties.

5.4 *Books* and *Records.* The Authority shall provide for the keeping of accurate and correct books of account on an accrual basis in accordance with the Local Government Uniform Accounting Law,. Section 29-1-501, *et seq.,* C.R.S. as amended, and generally accepted government accounting principles. Such books shall show, in detail. a cash flow analysis, capital costs, costs of special services, maintenance and operating costs, and all financial transactions of the Authority. In addition to the requirements set forth in Section 29-1-501, *et seq.,* C.RS., the Authority's books of account shall correctly show any and all revenues, costs, expenses, or charges paid from or to be paid by moneys obtained from federal, state, or local grants, the Parties, private contributions, or revenues generated by the Authority's activities. The Parties shall have the right to examine the books and records of the Authority at reasonable times until the expiration of three (3) years after the Authority discontinues operations or ceases to exist.

The Board shall provide for the auditing of all books and accounts and other financial records of the Authority on an annual basis in accordance with the Colorado Local Government Audit Law, Section 29-1-601, *et seq.,* C.RS., as amended, by an independent certified public accountant selected by the Board. The audit shall be completed within six (6) months after the close of the fiscal year. The audit shall be presented to the Parties no later than thirty (30) days after receipt of the audit report by the Board.

5.5 *Revenue Bonds.*

1. Subject to the prior approval of the Parties, the Authority may, from time to time, issue revenue bonds for any of its corporate purposes. The bonds shall be issued pursuant to a written resolution approved by the Board and shall be payable solely out of all or a specified portion of the revenues of the Authority as designated by the Board and shall be payable solely out of all or a specified portion of the revenues of the Authority as designated by the Board.

2. Revenue bonds of the Authority, as provided in the resolution of the Board under which the bonds are authorized, or as provided in a trust indenture between the Authority and any commercial or trust company having full trust powers, may:

   A. Be executed and delivered by the Authority in the form, in denominations, upon the terms and maturities, and at the times established by the Board;

   B. Be subject to optional or mandatory redemption prior to maturity with or without a premium;

   C. Be in fully registered form or bearer form registerable as to principal or interest or both;

   D. Bear such conversion privileges and be payable in such installments and at such times not exceeding thirty (30) years from the date of issuance as established by the Board;

   E. Be payable at such place or places whether within or without the state as established by the Board;

   F. Bear interest at such rate or rates per annum, which may be fixed or vary according to index, procedure, or formula or as determined by the Authority or its agents;

   G. Be subject to purchase at the option of the holder or the Board;

   H. Be evidenced in the manner established by the Board, and executed by the members of the Board, including the use of one or more facsimile signatures which may be either of a member of the Board or of an authorized agent authenticating the same;

   I. Contain any other provisions not inconsistent with this Agreement.

3. The revenue bonds may be sold at public or private sale at the price or prices, in the manner, and at the times as determined by the Board, and the Board may pay all fees, expenses, and commissions which it deems necessary or advantageous in connection with the sale of the bonds. The power to fix the date of sale of the bonds, to receive bids or proposals, to award and sell bonds, to fix interest rates, and to take all other action necessary to sell and deliver the bonds may be delegated to an officer or agent of the Authority. Any outstanding bonds may be refunded by the Authority pursuant to Article 56 of Title 11, C.RS., as amended. All bonds and any interest coupons applicable thereto are declared to be negotiable instruments.

4. The Resolution or Trust Indenture authorizing the issuance of the revenue bonds may pledge all or a portion of the property or revenues of the Authority, may contain such provisions for protecting and enforcing the rights and remedies of holders of any of the bonds as the Authority deems appropriate, may set forth the rights and remedies of the holders of any of the bonds, and may contain provisions which the Authority deems appropriate for the security of the holders of the bonds, including but not limited to provisions for letters of credit, insurance, standby credit agreements, or other forms of credit ensuring timely payment of the bonds, including the redemption price or the purchase price.

5. Any pledge of revenues or property made by the Authority or by any person or governmental unit with which the Authority contracts shall be valid and binding from the time the pledge is made. The revenues or property so pledged shall immediately be subject to the lien of such pledge without any physical delivery or further act, and the lien of such pledge shall be valid and binding against all parties having claims of any kind in tort, contract, or otherwise against the pledging party, regardless of whether the party has notice of such lien. The instrument by which the pledge is created need not be recorded or filed.

6. Neither the members of the Board, employees of the Authority, nor any person executing the revenue bonds shall be liable personally on the bonds or subject to any personal liability or accountability by reason of the issuance thereof.

7. The Authority may purchase its revenue bonds out of any available funds and may hold, pledge, cancel, or resell such bonds subject to and in accordance with agreements with the holders thereof.

ARTICLE SIX
ASSETS OF THE AUTHORITY

6.1 *Ownership Interest in Development Projects*. The acquisition of any ownership interest in a business entity incident to or in furtherance of the purposes hereof is declared to be a redevelopment project of the Authority serving a public purpose, and shall not be construed to be subject to any limitation on the investment of public moneys.

6.2 *Asset Inventory Schedules.* The Authority shall maintain an asset inventory list for any and all real or personal property acquired by the Authority by lease, purchase, donation or federal conveyance. This list shall designate how the asset was accrued, the date. Of acquisition, and the date of any sale or other disposition of any asset transferred by the Authority, together with the amount of consideration received or paid by the Authority.

ARTICLE SEVEN
TERMINATION

7.1 *Termination by Notice*. This Agreement or any renewals thereof may be terminated by either of the Parties hereto provided that:

A. The Party intending to terminate this Agreement provides, unless otherwise provided herein, at least twelve (12) months' notice to the other, and
B. The effective date of termination shall be on December 31 of any calendar year, provided said termination shall be no sooner than six (6) months after service of the written notice of termination; provided, however, that the Agreement may not be terminated so long as the Authority has bonds, notes, or other obligations outstanding, unless provision for full payment thereof by escrow or otherwise has been made pursuant to the terms of such obligations.

7.2 *Assets.* Upon the dissolution of the Authority, after the payment of lawful debts and other encumbrances thereon, title to all public improvements financed by the issuance of Authority obligations shall vest in the City. Title to all other assets shall vest in the City or in the Regents respectively to the extent that each Party made a direct contribution to the acquisition or construction thereof; otherwise, title to such assets shall vest in the City.

7.3 *Wind-up and Liquidation.* In the event of termination of this Agreement, the Board shall wind-up and liquidate the assets of the Authority. In addition, any debts of the Authority shall not constitute the debt or financial obligation of the Parties or become the responsibility of the Parties.

ARTICLE EIGHT
JURISDICTION

8.l *Governmental Authority.* The Parties acknowledge that 100% of the land comprising the Fitzsimons Redevelopment Area is located within the boundaries of the City of Aurora; therefore, the City shall be responsible for exercising municipal powers over all property within the Fitzsimons Redevelopment Area; provided, however, that nothing in this Agreement shall be deemed to supersede any governmental powers possessed by the United States, the State of Colorado, or any of their respective political subdivisions with respect to property owned by any such entity within the Fitzsimons Redevelopment Area.

ARTICLE NINE
MISCELLANEOUS PROVISIONS

9.1 *Notices.* Any notice required hereunder shall be given in writing delivered personally or sent by registered mail, postage prepaid, and addressed to the Parties set forth below at the addresses on file with the Authority or at such address as either Party may hereafter from time to time designate by written notice to the Authority. Notice shall be considered given when personally delivered or mailed, and shall be considered received on the earlier of the day on which such notice is actually received by the Party to whom it is addressed or the third day after such notice is mailed.

City: City of Aurora, Colorado
Attn: Mayor

Regents: University of Colorado
Attn: Vice Chancellor for Administration and Finance

9.2 *Consent*. Whenever any provision of this Agreement requires consent or approval of the Parties hereto, the same shall not be unreasonably withheld.

9.3 *Amendments.* No alterations, amendments or modifications hereof shall be valid unless executed by an instrument in writing by the Parties with the same formality as this Agreement. Neither this Agreement, nor any term hereof, can be changed, modified, or abandoned, in whole or in part, except by the instrument in writing, and no prior, contemporary, or subsequent oral agreement shall have any validity whatsoever.

9.4 *Severability.* If any clause or provision herein contained shall be adjudged to be invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, such invalid or unenforceable clause or provision shall not affect the validity of the Agreement as a whole and all other clauses or provisions shall be given full force and effect.

9.5 *Binding Effect.* The provisions of this Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and to their respective successors and permitted assigns.

9.6 *Assignment and Delegation.* Neither Party shall assign any of the rights nor delegate any of the duties by this Agreement without the written consent of the other Party.

9.7 *Applicable Laws.* This Agreement shall be governed by and construed in accordance with the Constitution and laws of the State of Colorado.

9.8 *Paragraph Headings.* The paragraph headings are inserted herein only as a matter of convenience and for reference and in no way are intended to be a part of the Agreement or to define, limit, or describe the scope or intent of this Agreement or the particular paragraphs hereof to which they refer.

9.9 *Singular and Plural.* Whenever the context shall so require, the singular shall include the plural and the plural shall include the singular.

9.10 *No Discrimination in Employment.* In connection with the performance of work under this Agreement, the Authority shall not refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, marital status, or physical or mental disability. The Authority shall comply with all applicable local, state and federal laws with regard to non-discrimination.

9.11 *No Obligation of the Parties.* Neither Party shall bear any responsibility nor incur any liability whatsoever for the acts, errors or omissions of the Authority. Each and every lease, contract, or other instrument creating any obligation of the Authority shall expressly provide that the Authority's obligations thereunder shall not be deemed to also be those of the City or the Regents.

9.12 *Counterparts.* This Agreement may be executed in counterparts, each of which shall be deemed to be an original, hut all of which shall together constitute one and the same document.

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

ATTEST:

By: _____
KADEE RODRIGUEZ

CITY OF AURORA, COLORADO

By:_____
MIKE COFFMAN, MAYOR

REGENTS OF THE UNIVERSITY OF COLORADO:

By:_____

APPROVED AS TO FORM:

By:_____
ASSISTANT CITY ATTORNEY

CITY OF AURORA
Council Agenda Commentary

Item Title: Nonscheduled Psychoactive Ingredients and Drug Paraphernalia Implements (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: NA
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: 6/23/2025

Regular Meeting: 7/14/2025

2nd Regular Meeting (if applicable): 7/28/2025

Item requires a Public Hearing: ☐ Yes ☒ No

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

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

Sponsor: Alison Coombs, Council Member / Curtis Gardner, Council Member
Trevor Vaughn, Manager of Licensing, Finance / Hanosky Hernandez, 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 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: 6/5/2025

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

☒ Recommends Approval

☐ Does Not Recommend Approval

☐ Forwarded Without Recommendation

☒ Minutes Not Available

☐ Minutes Attached

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

This item was reviewed by the Management and Finance Committee on June 5th, 2025 and forwarded with a favorable recommendation. The item has also subsequently been amended to incorporate Senate bill 25-072 signed into law on May 27th regarding permissible Kratom products.

The item was previously reviewed by the Business Advisory Board on May 19th and unamiously supported by members present. At least two members of the Board did request that an enforcement structure be specifically included in the ordinance to remove officer discretion. This was reviewed with the attorneys office and is strongly recommended that it instead be left to officer discretion and the general offense provisions of city code given that each situation will be different and to ensure that the ordinance is enforceable. Feedback was provided to the advisory board members.

City has existing general offsense provisions for prohibiting Drug Paraphernalia and synthetic cannabinoids on the general offense section. This item was presented to the Business Advisory Board on May 19th. While it received unamious support from the board, some of the members indicated support was contingent upon removing enforcement discretion in the ordinance rather than leaving it to officer discretion on when to issue a ticket and the general municipal penalty schedule. The City Attorney's office does not recommended this approach and recommends leaving the normal enforcement process and penalty structure for municipal offenses. Staff will attempt to address these concerns through transparency on when and why enforcement actions are taken and through an initial outreach process to ensure businesses are educated. Addtionally, initial inspections will allow for education and surrender of the items.

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

This proposed ordinance addresses the widespread sale of illicit drug paraphernalia and unregulated psychoactive products frequently found in vape stores, smoke shops, convenience stores, and liquor stores across the city. Areas with a high concentration of these establishments often correlate with elevated crime rates and open-air drug use.
Many of these products are either illegal or illegal for their intended use but continue to be sold due to gaps in enforcement and limited education. City staff have routinely encountered the sale of meth pipes, crack kits, and small baggies commonly used for drug distribution. Additionally, vape stores are increasingly selling large canisters of nitrous oxide—often flavored and accompanied by balloons for inhalation. While these containers are labeled for culinary use (e.g., whipped cream), their sale in vape shop settings for recreational inhalation is not explicitly addressed under current Colorado law.
Other concerning products found for sale include:

- **Amanita muscaria**: a hallucinogenic mushroom that does not contain psilocybin. These products are considered adulterated and subject to removal by the State Health Department, though the Department does not enforce regulations at the retail level.
- Other psychoactive substances such as **mad honey** and **hemp-derived THC**.

In regards to Kratom and Hemp, the ordinance copies state law with regards to permissible products such as the amount of permitted 7-Hydroxy for Kratom products and the amount of THC per serving for Hemp products as well as prevention of adulterated or incorrectly labeled products. It also incorporates the age restrictions on these products from state law into municipal code. There is no designated state enforcement of these items including age restriction compliance at the retail level.

The ordinance consolidates and strengthens city regulations by referencing existing drug paraphernalia and synthetic cannabinoid provisions in city code Chapter 94 and introducing new code language targeting gray-market and adulterated psychoactive products and nitrous oxide. These changes will be codified in Chapter 26 of the City Code, under business regulations which will allow for:

- Streamlined enforcement through a unified regulatory framework, eliminating the need to coordinate with multiple departments, law enforcement, or navigate complex state and federal laws.

- Empowerment of civilian inspectors to conduct comprehensive inspections and enforcement, addressing all relevant items in a single visit.
- A clear legal mechanism for addressing future psychoactive products not currently covered under existing laws or classifications.

Implementation will begin with a proactive education campaign to inform businesses of the new ordinance. Businesses will be advised to remove affected products from their shelves and pursue refunds from manufacturers or distributors. Initial inspections will focus on achieving broad voluntary compliance, followed by routine or complaint-based inspections as needed. If the city adopts a Tobacco / Kratom / Hemp Retailer Licensing program in the future, enforcement of this ordinance will be integrated into that inspection process.

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.)

Will be enforced with existing resources and prioritized with existing workload. Corresponds with priorities of the division in addressing public safety and workload will be reprioritzed accordingly.

QUESTIONS FOR COUNCIL

Does the council approve of forwarding the item for formal consideration?

LEGAL COMMENTS

The City of Aurora is a home rule municipality, organized and existing under and Article XX, Section 6 of the Colorado Constitution. Article XX Section 6 grants the city and its citizens the right to self-government in matters of local affairs not preempted by the State legislature. 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 has the power to make and publish from time to time ordinances, 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 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. As a home rule city, the City Council has determined that the prohibitions contained herein in this ordinance fulfills these purposes. This action amends the Aurora City Code, and must be taken in the form of an ordinance. *See,* Article 5-1 Aurora City Charter. (Hernandez).

FDA Advises Consumers Not to Inhale Nitrous Oxide Products

Due to potential for severe adverse events if used for recreational/non-food purposes.



Images of Additional Products

Products

FDA advises consumers not to inhale nitrous oxide products from any size canisters, tanks, or chargers.

These products are marketed as both unflavored and flavored nitrous oxide canisters and are sold as a food processing propellant for whipped cream and culinary food use. Intentional misuse or inhalation of contents can lead to serious adverse health events, including death.

Symptoms of Adverse Health Events

Inhaling nitrous oxide can result in a range of symptoms and serious health problems, from abnormal blood counts, asphyxiation, blood clots, frostbite, headache, impaired bowel and bladder function, lightheadedness, limb weakness, loss of consciousness, numbness, palpitations, paralysis, psychiatric disturbances (delusions, hallucinations, paranoia, depression), tingling, trouble walking, vitamin B12 deficiency, and in some cases, death. For some individuals who regularly inhale nitrous oxide, this habit can lead to prolonged neurological effects, including spinal cord or brain damage, even after stopping use.

Stores Affected

These products are being sold online and at retailers, including, but not limited to: Amazon.com, Ebay, Walmart, and at smoke/vape shops and gas stations.

Recommendation for Consumers

- The FDA advises consumers to not misuse or inhale nitrous oxide products. These products can result in serious adverse health effects, including death, when inhaled.
- Contact your health care providers if you have recently used these products and are concerned about your health.

Current Update

March 14, 2025

The FDA is warning consumers not to inhale or recreationally use any flavor of nitrous oxide in any size canister, tank, or charger. When inhaled, these products can result in serious adverse health effects, including death.

These products are sold under multiple brand names including, but not limited to:

- Baking Bad
- Cosmic Gas
- Galaxy Gas
- HOTWHIP
- InfusionMax

- MassGass
- Miami Magic
- Whip-it!

The FDA has observed an increase in reports of adverse events after inhalation of nitrous oxide products. Similar reports also have been published by news outlets. The FDA will continue tracking reports of adverse events resulting from the inhalation and misuse of nitrous oxide canisters and will take appropriate actions to protect the public's health.

Example Product Images









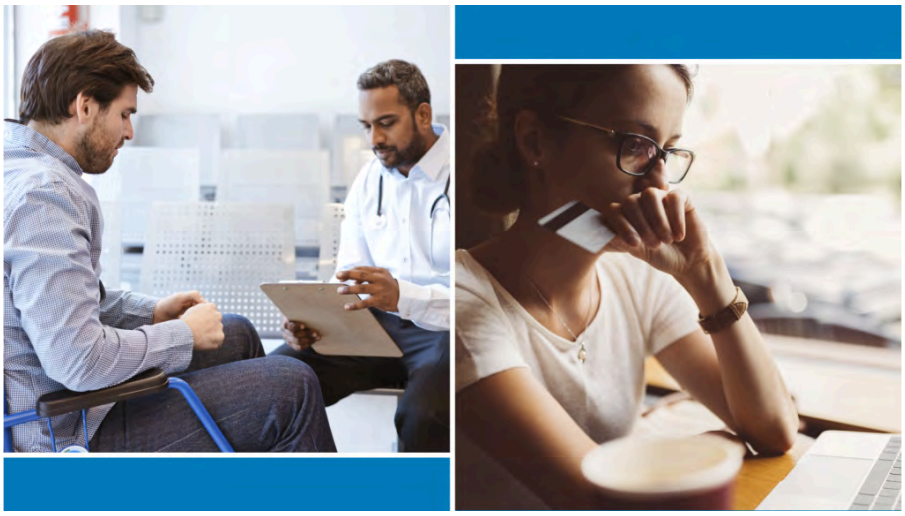
Who to Contact

Consumers who have symptoms should contact their health care provider to report their symptoms and receive care.

To report a complaint or adverse event (illness or serious allergic reaction), visit Industry and Consumer Assistance (/food/resources-you-food/get-assistance-fda-human-foods-program-hfp).

Follow us on X (https://x.com/FDAfood) (http://www.fda.gov/about-fda/website-policies/website-disclaimer) (formerly Twitter)

Tianeptine Products Linked to Serious Harm, Overdoses, Death



Español (/consumers/articulos-en-espanol/los-productos-de-tianeptina-se-han-asociado-danos-graves-sobredosis-y-muerte)

People seeking to treat their ailments sometimes mistake a product as being safe because it's easily available, whether online or even at gas stations. But availability is no indication of effectiveness or safety. This is especially true of tianeptine products, which have been associated with serious health risks and even death.

Tianeptine, a drug, is not approved by the U.S. Food and Drug Administration for any medical use. Despite that, some companies are distributing and selling unlawful products containing tianeptine to consumers, including products with high doses. They are also making dangerous and unproven claims that tianeptine can improve brain function and treat anxiety, depression, pain, opioid use disorder, and other conditions.

Although the FDA has warned consumers about tianeptine (/food/information-select-dietary-supplement-ingredients-and-other-substances/tianeptine-dietary-supplements), vendors continue to market and sell tianeptine for medical uses. The FDA is aware that tianeptine has been sold online – in pill, liquid and powder forms.

Tianeptine Isn't FDA Approved for Any Medical Use

Tianeptine is not approved as a drug in the U.S. Although other countries have approved tianeptine to treat depression and anxiety, some have restricted how tianeptine is prescribed or dispensed, or warned of possible addiction.

In the U.S., reports of bad reactions and unwanted effects involving tianeptine are increasing. Annual poison control center cases involving tianeptine exposure, as reported by the National Poison Data System, have increased nationwide, from 4 cases in 2013 to about 350 cases in 2024.

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Tianeptine Has Safety Risks and Can Be Abused

Cases described in medical journals, in calls to U.S. poison control centers and in reports to the FDA suggest that tianeptine has a potential for abuse. People with a history of opioid use disorder or dependence may be at particular risk of abusing tianeptine.

Some people have turned to tianeptine as an opioid alternative, or to self-treat anxiety or depression. Medical journals and reports to the FDA suggest that bad effects may occur when tianeptine is taken at doses higher than those prescribed in the countries where the drug has been approved. These reports describe U.S. consumers taking daily doses between 1.3 and 250 times the daily tianeptine dose typically recommended in products approved in other countries.

Some people may have difficulty stopping using tianeptine and may experience withdrawal symptoms. The clinical effects of tianeptine abuse and withdrawal can mimic opioid toxicity and withdrawal, according to the Centers for Disease Control and Prevention (https://www.cdc.gov/mmwr/volumes/67/wr/mm6730a2.htm).

The FDA has identified cases in which people experienced other serious harmful effects from abusing or misusing tianeptine by itself or with other drugs, including antidepressants and antianxiety medicines. These effects included agitation, drowsiness, confusion, sweating, rapid heartbeat, high blood pressure, nausea, vomiting, slowed or stopped breathing, coma and death.

The FDA has taken steps to protect people from tianeptine products, including warning consumers that tianeptine is an unsafe food additive. In addition, tianeptine is not a dietary ingredient.

The FDA has issued warning letters to companies distributing and selling unlawful tianeptine products as dietary supplements and unapproved drugs. We also have issued import alerts to help detain tianeptine shipments at our borders.

How to Protect Yourself and Your Family

Consumers should avoid all products containing tianeptine, including those claiming to treat an ailment or disorder. Talk to your health care provider if you need help with opioid dependence, depression, anxiety, pain, or other ailments. There are approved treatments for those and related conditions.
Help is available to treat opioid or other substance use disorders. Find state-licensed providers who specialize in treating substance use disorders and addiction at www.findtreatment.gov (http://www.findtreatment.gov/). Or call 1-800-662-HELP (4357).

The FDA will continue to take regulatory action to address the importation, distribution and sale of unlawful tianeptine products. In the meantime, you can report an adverse event involving tianeptine by using the FDA's MedWatch Safety Information and Adverse Event Reporting Program (/safety/medwatch-fda-safety-information-and-adverse-event-reporting-program):

- Complete and submit the report online (https://www.accessdata.fda.gov/scripts/medwatch/index.cfm).
- Download the form (/safety/medical-product-safety-information/medwatch-forms-fda-safety-reporting) or call 1-800-332-1088 to request a reporting form sent to you in the mail, then complete and return to

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the address on the form, or submit it by fax to 1-800-FDA-0178.

If you have a question about a medication, call your pharmacist or the FDA. The FDA's Division of Drug Information (/about-fda/cder-offices-and-divisions/office-communications-cder-division-drug-information) (DDI) will answer almost any drug question. DDI pharmacists are available by email at druginfo@fda.hhs.gov, and by phone, at 1-855-543-DRUG (3784) and 301-796-3400.

Call the poison help line at 1-800-222-1222 if you suspect poisoning from tianeptine.

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K2/Spice

WHAT IS K2?

K2 and Spice are just two of the many trade names or brands for synthetic designer drugs that are intended to mimic THC, the main psychoactive ingredient of marijuana. These designer synthetic drugs are from the synthetic cannabinoid class of drugs that are often marketed and sold under the guise of "herbal incense" or "potpourri."

Synthetic cannabinoids are not organic, but are chemical compounds created in a laboratory. Since 2009, law enforcement has encountered hundreds of different synthetic cannabinoids that are being sold as "legal" alternatives to marijuana. These products are being used for their psychoactive properties and are packaged without information as to their health and safety risks.

Synthetic cannabinoids are sold at small convenience stores, head shops, gas stations, and onliine from both domestic and international sources. These products are labeled "not for human consumption" in an attempt to shield the manufacturers, distributors, and retail sellers from criminal prosecution. This type of marketing is nothing more than a means to make dangerous, psychoactive substances widely available to the public.

WHAT IS ITS ORIGIN?

The vast majority of synthetic cannabinoids are manufactured in Asia without manufacturing requirements or quality control standards. The bulk powdered chemical is smuggled into the United States typically as misbranded imports and have no legitimate medical or industrial use.

What are common street names?

There are numerous street names of synthetic cannabinoids as drug manufacturers try to appeal to and entice youth and young adults by labeling these products with exotic and extravagant packaging. Some of the many street names of K2/Spice synthetic marijuana are:

- Spice, K2, Blaze, RedX Dawn, Paradise, Demon, Black Magic, Spike, Mr. Nice Guy, Ninja, Zohai, Dream, Genie, Sence, Smoke, Skunk, Serenity, Yucatan, Fire, Skooby Snax, and Crazy Clown.



K2/Spice

What does it look like?

These chemical compounds are generally found in bulk powder form, and then dissolved in solvents, such as acetone, before being applied to dry plant material to make the "herbal incense" products. After local distributors apply the drug to the dry plant material, they package it for retail distribution. As these products have no accepted medical use, this process is done without pharmaceutical-grade chemical purity standards, or any concern for the user. It ignores any control mechanisms that would serve to ensure a uniform concentration of the powerful and dangerous drugs contained in each package. The disregard for the public's safety and often encountered "hot spots" in the drug packaging can result in a person ingesting a highly concentrated portion of the drugs without their knowledge, often leading to serious adverse health effects. The bulk powder can also be dissolved in solution intended to be used in e-cigarette or other vaping devices.

How is it used?

Spraying or mixing the synthetic cannabinoids on plant material provides a vehicle for the most common route of administration - smoking (using a pipe, a water pipe, or rolling the drug-laced plant material in cigarette papers). In addition to the cannabinoids laced on plant material and sold as potpourri and incense, liquid cannabinoids have been designed to be vaporized through both disposable and reusable electronic cigarettes.

What are its overdose effects?

Severe adverse effects have been attributed to the use of synthetic cannabinoids, including nausea, vomiting, agitation, anxiety, seizures, stroke, coma, and death by heart attack or organ failure. Acute kidney injury requiring hospitalization and dialysis in several patients reportedly having smoked synthetic cannabinoids has also been reported by the Centers for Disease Control and Prevention.

Which drugs cause similar effects?

Synthetic cannabinoids are marketed as an alternative to THC, the main psychoactive constituent of marijuana, however they are much more potent and have been shown to cause side effects that are more severe than those reported from THC.

What is its effect on the mind?

Acute psychotic episodes, dependence, and withdrawal are associated with use of these synthetic cannabinoids. Some individuals have suffered from intense hallucinations. Other effects include severe agitation, disorganized thoughts, paranoid delusions, and violence after smoking products laced with these substances.

What is its effect on the body?

State public health and poison centers have issued warnings in response to adverse health effects associated with use of herbal incense products containing these synthetic cannabinoids. These adverse effects included tachycardia (elevated heart rate), elevated blood pressure, unconsciousness, tremors, seizures, vomiting, hallucinations, agitation, anxiety, pallor, numbness, and tingling. This is in addition to the numerous public health and poison centers which have similarly issued warnings regarding the use of these synthetic cannabinoids. In some instances, the adverse health effects can be long-lasting even after the person quits using the substances.

What is its legal status in the United States?

These substances have no accepted medical use in the United States and have been reported to produce adverse health effects. Currently, 49 substances are specifically listed as Schedule I substances under the Controlled Substances Act either through legislation or regulatory action. In addition there are many other synthetic cannabinoids that meet the definition for “cannabimimetic agent” under the Controlled Substances Act and thus are Schedule I substances.

There are many synthetic cannabinoid substances that are being sold as “incense,” “potpourri,” and other products that are not controlled substances. However, synthetic cannabinoids may be subject to prosecution under the Controlled Substance Analogue Enforcement Act which allows noncontrolled drugs to be treated as Schedule I controlled substances if certain criteria can be met. DEA has successfully investigated and prosecuted individuals trafficking and selling these dangerous substances using the Controlled Substance Analogue Enforcement Act.

Letter to Industry on the Use of Amanita Muscaria or its Constituents in Food

Dear Manufacturer:

The U.S. Food and Drug Administration (FDA or we) is issuing this letter to ensure that you are aware that *Amanita muscaria*, its extracts, and certain constituents (muscimol, ibotenic acid, and muscarine), when used or intended for use in conventional food, are unapproved food additives. Food containing such ingredients is adulterated under the Federal Food, Drug, and Cosmetic Act (FD&C Act) and are subject to enforcement action. We remind manufacturers of their responsibility under the FD&C Act to ensure the food they market is safe and lawful. This includes ensuring each substance used in the manufacture of food complies with the food additive provisions in the FD&C Act under the manufacturer's intended conditions of use.

The FDA's assessment of these substances is detailed in a memorandum added to the agency's public inventory (/food/generally-recognized-safe-gras/post-market-determinations-use-substance-not-gras). Specifically, FDA determined that *Amanita muscaria*, its extracts, and certain constituents (muscimol, ibotenic acid, and muscarine), do not meet the Generally Recognized as Safe (GRAS) standard and are unapproved food additives. We conducted this evaluation because we have received serious adverse event reports associated with multiple food products marketed as containing these substances and we reviewed published literature confirming reported human health risks.

As part of FDA's assessment, the FDA reviewed the publicly available scientific evidence relevant to the safety of the use of *A. muscaria*, *A. muscaria* extracts, muscimol, ibotenic acid, and muscarine in food, which included more than 600 unique publications. Our review revealed that there is not enough safety evidence to show the consumption of these substances as food ingredients would be safe. In fact, the information available indicates that their use as food ingredients may be harmful.

The toxic consequences of consumption of *A. muscaria* mushrooms are well known. For example, the FDA's Bad Bug Book (/food/foodborne-pathogens/bad-bug-book-second-edition) has long described *A. muscaria* mushrooms that cause poisoning following ingestion. The Bad Bug Book describes symptoms of *A. muscaria* ingestion as gastrointestinal symptoms, delirium, and sleepiness with a rapid onset and alternating periods of drowsiness and excitement for several hours after ingestion. With large exposures, for example when introduced into food as an extract or isolated constituents, severe neurological symptoms, such as convulsions and

coma, have been reported. While the published literature discusses attempts to detoxify the mushroom, such as by boiling, the literature also reports that these preparation techniques may not completely detoxify the mushrooms. Extracts and isolated muscimol, ibotenic acid, and muscarine, are of even greater concern if used as food ingredients. Adverse event reports to CFSAN's Adverse Event Reporting System in the last year have reported incidences of central nervous system depression, drowsiness, seizures, and hospitalizations associated with consumption of products containing *A. muscaria*, its extracts, or certain constituents (muscimol, ibotenic acid, and muscarine). A query of the National Poison Data System reported hundreds of calls in the last year associated with consumption of *A. muscaria*, its extracts, muscimol, ibotenic acid or muscarine, reporting similar symptoms as well as cardiovascular effects, hallucinations, respiratory depression, and even death.

Under the FD&C Act (/regulatory-information/laws-enforced-fda/federal-food-drug-and-cosmetic-act-fdc-act), any substance used or intended for use in food must be authorized by the FDA for use as a food additive unless that use is Generally Recognized As Safe or GRAS (/food/food-ingredients-packaging/generally-recognized-safe-gras) by qualified experts or meets a listed exception to the food additive definition (https://www.ecfr.gov/current/title-21/chapter-I/subchapter-B/part-170) in the FD&C Act. FDA's regulations specify that GRAS status may be based only on the totality of the relevant, publicly available, and generally accepted safety evidence coupled with a consensus among the community of qualified experts that this evidence shows the intended uses would be safe. You can find more information on the GRAS standard on FDA's website at https://www.fda.gov/food/food-ingredients-packaging/generally-recognized-safe-gras (/food/food-ingredients-packaging/generally-recognized-safe-gras). The FDA's safety standard for food ingredients is that there must be a reasonable certainty in the minds of competent scientists that no harm would result from the intended use of the substance.

The FDA will continue to monitor the food supply to help ensure the safety of ingredients in food. Ultimately, it is the responsibility of manufacturers, processors, distributors, and other facility operators to ensure that their food products marketed in the U.S. market are safe and lawful. We appreciate your attention to your responsibilities under the food additive provisions of the FD&C Act.

Sincerely,

/S/

Michael W. Roosevelt
Acting Director
Office of Post Market Assessment

Office of Food Chemical Safety, Dietary Supplements, and Innovation
Human Foods Program

COLORADO
Department of Public Health & Environment

Mushroom and Mad Honey Products Information Sheet

- **Amanita and Psilocybin mushroom products are not legal to sell in CO:**
  - These include products containing Amanita Muscaria mushrooms, Psilocybin mushrooms, or other psychedelic ingredients.
  - These products may contain tryptamines like: MDMA, MDA, psilocin, DMT, psilocibin, muscimol, or proprietary blends of mushrooms and herbs.
  - These products are often labeled as being legal, but are adulterated products and will be removed from retail or wholesale stores.
  - Some products also contain THC, which is not be allowed.
  - Psychedelic mushrooms or other substances are not allowed to be added in foods, vapes, gummies, or chocolates.
  - They are often found in tobacco shops, vape shops, novelty stores, gas stations, and convenience stores.

- **Mad Honey products are not legal to sell in CO:**
  - Mad honey is a honey that contains grayanotoxins. The dark, red honey is produced from the nectar and pollen of the Rhododendron, which has intoxicating effects.
  - These are likely synthetically produced drugs.
  - They come in honey form, gummies, and chocolate bars sold at in tobacco shops, vape shops, novelty stores, gas stations, and convenience stores.
  - Mad Honey products are often labeled as being legal, but are adulterated food products, and will be removed from retail or wholesale stores if found.





Natural Toxins in Food

Natural toxins are chemicals produced by living things like plants, fungi, bacteria, algae, and animals. While these toxins don't hurt the organisms that produce them, consuming food with natural toxins can sometimes be harmful. When suitable preventive measures are not in place, these toxins can enter the food supply, primarily appearing in fruits, mushrooms, and legumes. They also can be in products that contain these foods as ingredients, such as plant-based beverages.

The FDA monitors domestic and imported foods to help prevent and reduce the chances of people being exposed to these toxins. The FDA has issued regulations to help growers and food producers put hazard controls in place and has developed guidance recommending maximum toxin levels for growers and food producers to follow.

Vegetables, Fruits, Plants and other Foods That Can Contain Toxins

Fish and Shellfish Toxins

Much like with plants, fish and shellfish can contain toxins. When people eat these fish and shellfish, these natural toxins can cause health problems. For more information, please go to our Seafood (/food/resources-you-food/seafood) page.

Natural toxins are often produced in plants as a defense against predators, insects, or infestation. Below are some examples of vegetables, fruits, plants, and other foods that can sometimes contain a natural toxin.

Please note that these foods can be safe to eat when properly grown, harvested, and/or prepared. This is not a complete list of all the natural toxins that can occur in food.

- **Ackee fruit (*Hypoglycin A* (/food/natural-toxins-food/hypoglycin-and-ackee-fruit))**: Hypoglycin A is a heat stable toxin found in high levels in the rinds and seeds of ackee, a

tropical fruit that features prominently in Jamaican cuisine. Reactions to hypoglycin A can range from no symptoms, to vomiting, to coma and death. Properly harvested (/food/natural-toxins-food/hypoglycin-and-ackee-fruit) and prepared ackee will have low levels of hypoglycin and is safe to eat.

- **Blue-green algae (*Microcystins* (/food/natural-toxins-food/blue-green-algae-products-and-microcystins))**: Produced by *Microcystis* and other types of blue-green algae (BGA), microcystins are natural toxins that can cause gastrointestinal distress and potentially damage your liver over time. *Microcystis* cells can contaminate other BGA used in foods, such as wild-harvested *Aphanizomenon flos-aquae* (AFA). Properly harvested (/food/natural-toxins-food/blue-green-algae-products-and-microcystins) BGA is safe to eat and is used in some dietary supplements and food products.
- **Honey (*Grayanotoxins*)**: Bees collect nectar from flowers in order to create honey. If those flowers have a natural toxin, that toxin may end up in the honey from that beehive. One example is grayanotoxins, which plants such as rhododendrons and mountain laurel naturally produce. Eating honey with a high amount of this toxin can lead to “mad honey” poisoning, with symptoms such as nausea, vomiting, or dizziness. This type of poisoning is rare.
- **Beans (*Phytohaemagglutinin*)**: Phytohaemagglutinin (PHA) is a lectin found in raw or undercooked beans. Lectins are proteins that bind to carbohydrates and some plants produce them as a natural defense mechanism. In canned and properly cooked kidney beans, the low levels of PHA won’t affect you. But at high levels in raw beans, PHA can lead to nausea, severe vomiting, and diarrhea. Soaking the beans for a minimum of 5 hours and then boiling them in fresh water for at least 30 minutes will remove and destroy this toxin.
- **Mushrooms (*Mushroom toxins*)**: It’s well known that some mushrooms are toxic. Depending on the type of mushroom you eat, you could experience milder reactions like nausea or diarrhea. More severe reactions include coma and death.
- **Stone fruit, such as peaches or apricots (*Amygdalin*)**: Amygdalin, also called laetrile, is a natural chemical found in the seeds of apricots, bitter almonds, apples, peaches, and plums. The chemical is not found in the fruit itself and accidentally eating a seed or pit will not harm you. However, consuming a large amount of the seeds or pits can be problematic because enzymes in your intestines can turn amygdalin into cyanide and cause cyanide poisoning.

Mycotoxins in Foods

Mold or fungus can infect some foods with mycotoxins while the crop is growing or is being stored. Only certain molds and fungi produce mycotoxins that can make you sick if you eat them. Mycotoxins (/food/natural-toxins-food/mycotoxins) associated with human food include aflatoxins, deoxynivalenol, fumonisin, patulin, ochratoxin A, T-2/HT-2, and zearalenone.

How the FDA Monitors and Tests These Toxins in Foods

Because many of these toxins naturally occur in food, it is often impossible to completely get rid of them. To keep the public safe, the FDA focuses on reducing the amount of toxins in food products and preventing foods with high amounts of toxins from entering the food supply. There are several ways that the FDA protects the food that people eat.

- **Testing**: The FDA routinely collects food samples to test for potential contamination and health risks. For example, we check for mycotoxins such as aflatoxin M1 in milk or fumonisins in corn-based foods.
- **Enforcing industry compliance**: If we discover that a food product poses a health risk because of unsafe levels of toxins, we will take steps to remove it from the market. We can work with the manufacturer to recall the product, issue an import alert to prevent the product from entering the United States, and take other actions as needed.
- **Research**: We conduct ongoing research to develop methods for detecting natural toxins in foods and perform studies that survey whether natural toxins are in particular foods. We regularly publish the results of this research. Please see the individual toxins webpages (listed below) for a list of our publications.

Please see our Bad Bug Book (/food/foodborne-pathogens/bad-bug-book-second-edition) for more information on toxins, including specific natural toxins. For information on toxins and other chemical hazards in animal foods, please see the CVM Chemical Hazards page (/animal-veterinary/biological-chemical-and-physical-contaminants-animal-food/chemical-hazards#Mycotoxins).

Information for Industry

The FDA has issued guidance for industry and available resources are listed below.

Applies Across the Food Industry

- Guidance Document: Guidance for Industry: Evaluating the Safety of Flood-affected Food Crops for Human Consumption (/regulatory-information/search-fda-guidance-documents/guidance-industry-evaluating-safety-flood-affected-food-crops-human-consumption)
- Draft Guidance: Chapter 5: Application of Preventive Controls and Preventive Control Management Components (/media/99576/download?attachment) of the Hazard Analysis and Risk-Based Preventive Controls for Human Food draft guidance (/regulatory-information/search-fda-guidance-documents/draft-guidance-industry-hazard-analysis-and-risk-based-preventive-controls-human-food) (2018)
- Hazard Analysis and Risk-Based Preventive Controls for Human Food: Draft Guidance for Industry: Chapter 3 (/media/99558/download?attachment)

Aflatoxin

- Information is available on the Mycotoxins (/food/natural-toxins-and-mycotoxins/mycotoxins#Aflatoxins) webpage.

Deoxynivalenol (DON)

- Information is available on the Mycotoxins (/food/natural-toxins-and-mycotoxins/mycotoxins#Deoxynivalenol) webpage.

Fumonisin

- Information is available on the Mycotoxins (/food/natural-toxins-and-mycotoxins/mycotoxins#Fumonisins) webpage.

Hypoglycin A

- Information is available on the Ackee fruit (/food/natural-toxins-food/hypoglycin-and-ackee-fruit) webpage.

Mycotoxins

- Information is available on the Mycotoxins (/food/natural-toxins-food/mycotoxins) webpage.

Patulin

- Information is available on the Mycotoxins (/food/natural-toxins-and-mycotoxins/mycotoxins#Patulin) webpage.

Report a Complaint

To report a complaint or adverse event (illness or serious allergic reaction), visit Industry and Consumer Assistance (/food/resources-you-food/get-assistance-fda-human-foods-program-hfp).

If you are a member of the food industry who needs to submit a Reportable Food Registry report when there is a reasonable probability that an article of food will cause serious adverse health consequences or death to humans or animals, please visit the Reportable Food Registry (/food/compliance-enforcement-food/reportable-food-registry-industry) page.

FDA Advises Consumers Not to Purchase or Use Nitrite “Poppers”

June 24, 2021

Audience

- Consumers who purchase or use nitrite “poppers” for recreational use or sexual enhancement.

Product

- “Poppers” are sold online or at adult novelty stores. They are often marketed as nail polish removers or cleaning products and are packaged in small bottles, ranging from 10 to 40 mL, appearing similar to energy shots.
- Brand names include Jungle Juice, Extreme Formula, HardWare, Quick Silver, Super RUSH, Super RUSH Nail Polish Remover and Premium Ironhorse, among others.









Purpose

The FDA advises consumers not to purchase or use nitrite “poppers” because these products can result in serious adverse health effects, including death, when ingested or inhaled. “Poppers,” which are sold online or at adult novelty stores, may be marketed as nail polish removers but are being ingested or inhaled for recreational use or to enhance sexual experiences. These products contain nitrites, which are chemical substances that should not be ingested or inhaled unless specified/prescribed by a healthcare provider.

Summary of Problem and Scope

The FDA has observed an increase in reports of deaths and hospitalizations with issues such as severe headaches, dizziness, increase in body temperature, difficulty breathing, extreme drops in blood pressure, blood oxygen issues (methemoglobinemia) and brain death after ingestion or inhalation of nitrite “poppers.”

FDA Actions

The FDA will continue tracking reports of adverse events resulting from the ingestion or inhalation of nitrite “poppers” and will take appropriate actions to protect the public health. The agency also has contacted its federal partners alerting them of the recent adverse event reports.

Recommendations for Consumers

- Do not purchase or use nitrite “poppers” for recreational use or sexual enhancement.
- Be aware of the serious risks, including death, associated with the use of these products and stop using them immediately. Discard any unused product.
- Contact your healthcare providers immediately if you are experiencing illness after using these products.
- Contact your healthcare providers if you have recently used these products and are concerned about your health.

To report a complaint or adverse event (illness or serious allergic reaction), visit Industry and Consumer Assistance (/food/resources-you-food/get-assistance-fda-human-foods-program-hfp).

Reporting Problems to the FDA

Consumers who have experienced an adverse event (illness or injury) after using nitrite “poppers” should consult their healthcare providers. To report a complaint or adverse event (illness or serious allergic reaction), visit Industry and Consumer Assistance (/food/resources-you-food/get-assistance-fda-human-foods-program-hfp) and Reporting Unlawful Sales of Medical Products on the Internet (/safety/report-problem-fda/reporting-unlawful-sales-medical-products-internet).

COLORADO
Department of Public Health & Environment

Hemp Products and Safe Harbor Hemp Products Information Sheet

- **Hemp products are legal to sell in CO, but must meet the following requirements**:
  - Contain less than or equal to 1.75 mg Total THC per serving;
  - Have a 15:1 ratio of CBD to Total THC;
  - If more than 1.25 mg THC and less than a 20:1 ratio must say 21 or over to purchase;
  - Come from an approved state with a hemp manufacturing program; and
  - Cannot have packaging or labels that appeal to children.

- **Safe harbor hemp products are not legal to sell at retail stores in CO:**
  - These include products containing more than 1.75 mg Total THC per serving
  - Total THC means the sum of the percentage by weight of the THCAs multiplied by 0.877 plus the percentage by weight of THC [i.e., (% THCA x 0.877) + % THC]; Which includes all of the deltas, isomers, and Exo-Tetrahydrocannabinol;
  - These are often labeled as below 0.3% THC;
  - May have a THC warning or symbol; and
  - Are often high in THCA, THCP, or Delta 9 THC.







Nonscheduled Psychoactive Substances and Drug Paraphernalia

Trevor Vaughn, Manager of Licensing

Gray Market / Poor Enforcement / Lack of Awareness

- Psychoactive and Drug Paraphernalia
  - Vape Stores / Convenience Stores / Liquor Stores
- Items are illegal or age restricted
- Codes are dispersed and hard to enforce
- Operators know the gray market status and lack of enforcement

Correlation to Crime

- 2017 published study in LA found correlation of crime with tobacco outlets similar to liquor outlets.
- Study cited psychoactive items
- Aurora sees a similar correlation.
- Concentrated in poor areas and open air drug markets / high crime
- Lack of community attention / awareness

Unscheduled Psychoactive

Common Items

- Amanita Muscaria (Muscimol)
- Nitrous Oxide
- Mad Honey
- Synthetic Cannabinoids
- Kratom
- Poppers
- Hemp derived THC

Drug Paraphernalia



Common Items

- Oil Burners
- Rose in a Tube
- Chore boys / Brillo pads
- Baggies
- Single use balloons
- Foil













Drug Paraphernalia



Drug Paraphernalia



Kratom

- Herbal substance produce opioid and stimulant-like effects.
- Legal in pure form in Colorado to 21+
- No agency checking compliance





Kratom

- Proposed Ordinance:
  - Incorporates state law SB 25-072
  - 21+ Age restriction
  - Products cannot appeal to children, not adulterated, limited to 2% 7 hyrdoxy, no vapes, labeling

*New state law does not have a State agency designated to check compliance at retail

Amanita Muscaria

- Psychoactive compound muscimol
- The mushroom is legal however:
- FDA warning that it cannot be added to food
- Linked to deaths
- Seeing this product at a large scale due to a lack of enforcement






LIVE RESIN
DISPOSABLE VAPE
THC-A-THC-JD
THC-P-HHC-P
LIVE RESIN
DISPOSABLE VAPE
THC-P
THC-A-HHC
LIVE RESIN
DISPOSABLE VAPE
THC-A-THC-P
9000MG
9000MG
9000MG
9000MG
Polka Dot
STONED
BIRTHDAY CAKE
STONED
MILK CHOCOLATE
CACTUS
CACTUS
GOOMZ
MANGOCHEW
enjoyable
STON
STONED
BEACH

Nitrous Oxide (Laughing Gas)

- Rapid recent expansion in availability
- Seeing in large tanks with flavors such as strawberry.
- Currently unregulated in Colorado
- Labeled as not for human consumption



Nitrous Oxide (Laughing Gas)





Nitrous Oxide



Mad Honey

- Considered adulterated
- Contains psychoactive grayanotoxin
- Can cause serious poisoning and heavy intoxication and death
- Available due to lack of active enforcement



Synthetic Cannabinoids aka K2 or Spice

- Previously banned in 2012 ordinance. Section 94-223
- Chemicals that bind to cannabinoid receptors



Tianeptine

- FDA warning against any use
- Is an addictive opioid receptor
- Frequently called gas station heroin



High THC Hemp Products

- Hemp products with 1.25 grams to 1.75 grams of THC per serving are 21+
- No agency conducting compliance checks
- Still seeing illegal products from out of state
- No regulation on smokable hemp sales



Poppers – Alkyl Nitrate

- Inhalants
- Often labeled as for vhs tape cleaning
- FDA warning issued not purchase or use poppers. Raided a manufacturer in March 2025



FDA, CDPHE, Adulterated Products

- FDA - Generally Regarded As Safe (GRAS)
  - Complicated process – lack of federal enforcement
  - List of non-gras items
- FDA enforcement lacking
- CDPHE has no authority at retail
- Products such as nitrous are not labeled for human consumption but being used as such
- Manufacturers hide themselves

Awareness / Enforcement



HEALTH

Diamond Shruumz microdosing candies may be linked to a death and nearly 50 illnesses, FDA says



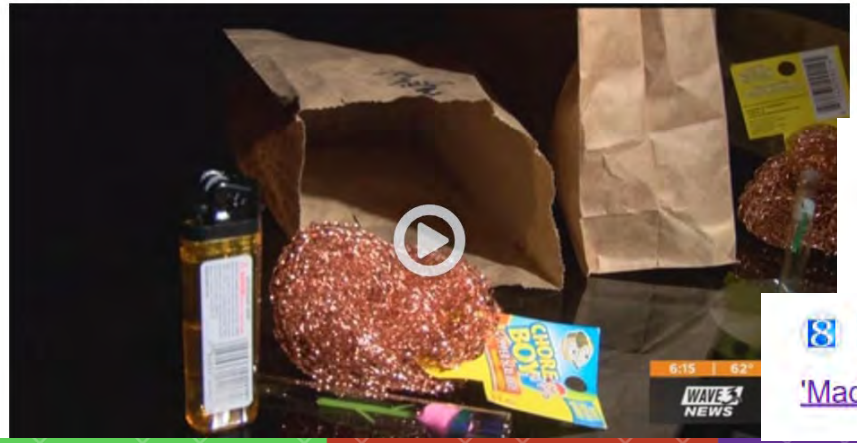
Kratom: A Legal Drug That's Dangerously Addictive

Kratom use among teenagers is rising. Because it's legal and made from a plant, they assume it's safe — but it's not.

CARSON CITY

Carson City smoke shop faces license revocation after selling meth pipe, THC vape to detective

WAVE 3 Undercover: Stores profiting off illegal drug crisis



A Rose In A Glass By Any Other Name Is A Crack Pipe

Team 10 gets results after crack/meth pipe investigation

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https://www.woodtv.com › news › target-8 › mad-honey...

'Mad honey' poisoning blamed in family's 2022 disappearance

Proposed Ordinance

- Consolidates regulations locally in chapter 26 for efficiency and enforcement by Licensing and Code Enforcement.
- Allows products to be seized
- Allows rule making for future adulterated psychoactive illegal products
- No interference with legal frameworks for Marijuana, Tobacco, Kratom, Psilocybin

Proposed Ordinance

- Does the committee approve of forwarding the ordinance for formal council consideration?

ORDINANCE NO. 2025- ____

A BILL

FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, REGULATING THE SALE OF NONSCHEDULED PSYCHOACTIVE PRODUCTS POSING SUBSTANTIAL PUBLIC SAFETY RISK, AND PROHIBITING THE PROFITING FROM THE ILLICIT DRUG INDUSTRY THROUGH SALE OF DRUG PARAPHERNALIA IMPLEMENTS

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, it has been identified that many vape stores, convenience stores, and smoke shops in the city of Aurora are engaged in the sale of products such as kratom, nitrous oxide, amanita muscaria, mad honey, and other products that are intended to produce psychoactive effects which are often adulterated or mislabeled while being marketed for human consumption or inhalation; and

WHEREAS, such products are with little oversight, regulation, or enforcement and pose a health danger to both youth and adults in the community; and

WHEREAS, it has been identified that many vape stores, convenience stores, liquor stores, and smoke shops in the city of Aurora are engaged in the sale of rose in tube, oil burners, small bags, straight pipes, copper cleaning pads, and other implements solely intended for use of illicit drugs such as fentanyl, cocaine, methamphetamine, and other illicit substances through which the sale of such products further supports the use of the illicit products; and

WHEREAS, outlets selling such items are frequently located in areas of poverty, and are often correlated with the location of drug markets and criminal activity and their concentration are detrimental to the economic vitality of the city; and

WHEREAS, Scientific research has identified a correlation between outlets selling such products and crime; and

WHEREAS, The City Council hereby finds that it is in the best interest of the City 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. Article IV of Chapter 26, of the City Code of the City of Aurora, Colorado, is hereby added and shall read as follows:

Article IV. NONSHCEDULED PSYCHOACTIVE INGREDIENTS AND SALE OF DRUG PARAPHERNALIA.

Sec. 26-151. Definitions.

The following words, terms, and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

***Adulterated* shall have the same meaning as Sec. 25-5-410 C.R.S., as amended.**

***Age Restricted Hemp Product* means any hemp product prohibited to be sold to an individual under twenty-one years of age by Sec. 25-5-427(8) C.R.S., as amended.**

***Amanita Muscaria Product* means any food, dietary supplement, or other product intended for human consumption that has an ingredient containing any part of the Amanita Muscaria plant or contains muscimol.**

***Dangerous Chemical Inhalants* means substances containing butyl nitrite, nitrous oxide, and amyl nitrite in any form.**

***Drug Paraphernalia* shall include any products meeting the definition of Drug Paraphernalia in section 94-220 of the Aurora City Code excluding any products primarily used in the consumption of marijuana. For purposes of this article, Drug Paraphernalia shall include specific items adopted by rule in accordance with section 26-153 which shall function to clarify any determination considerations required by 94-220(b).**

***Kratom Product* means any food, dietary supplement, substance, or any other product intended for human consumption that has an ingredient derived from or containing any part of the mitragyna speciosa plant.**

***Mad Honey Product* means any food, dietary supplement, substance, or any other product intended for human consumption that has an ingredient containing grayanotoxins.**

***Nonscheduled Psychoactive Ingredient* means any psychoactive ingredient that;**

(a) Is not generally regarded as safe (GRAS substances) in accordance with the Federal Food and Drug Act;

(b) Is in violation of regulations adopted in accordance with Sec. 25-4-420(4) C.R.S., as amended if used as a food additive;

(c) Is not a controlled substance as defined in the Federal Food and Drug Act, 21 U.S.C. §802(6);

(d) Is not otherwise authorized by federal, state, local laws or licensure laws and regulations;

(e) Has a propensity for abuse or addiction;

(f) Is included through regulation in accordance with section 26-153 of this article;

(g) Is not otherwise exempt from this definition through regulation in accordance with section 26-153 of this article.

***Prohibited Hemp Product* means any hemp product not permitted to be sold in the State of Colorado by Sec.25-5-427(8) C.R.S. as amended.**

***Psychoactive Ingredient* means any drug or other substance that affects how the brain works and causes changes in mood, awareness, thoughts, feelings, or behavior.**

Synthetic cannabinoid shall have the same meaning as section 94-223 of the Aurora City Code.

Sec. 26-152. Restrictions on Retail Sales. Exemptions.

(a) It shall be unlawful for any person to sell or deliver, possess with intent to sell or deliver, or manufacture with intent to sell or deliver:

(1) Any product containing a nonscheduled psychoactive ingredient marketed, packaged, displayed, or sold in a location that is intended for human consumption regardless of labeling to the contrary;

(2) Any adulterated products that contain or are advertised as containing a nonscheduled psychoactive ingredient;

(3) Any amanita muscaria product;

(4) Any mad honey product;

(5) Any product containing Tianeptine;

(6) Any prohibited hemp product;

(7) Any synthetic cannabinoid product;

(8) Drug paraphernalia.

(b) It shall be unlawful for any person to sell or deliver, possess with intent to sell or deliver, or manufacture with intent to sell or deliver Dangerous Chemical Inhalants:

(1) In any tobacco retailer, headshop, vape retailer, liquor store, convenience store, or any other context where the intent is for human consumption regardless of labeling of, or the packaging of the product to the contrary.

(2) In any packaging or with flavoring marketed to entice human consumption as opposed to another lawful use.

(3) This subsection (b) shall not apply to anyone involved with these inhalants as part of:

i. The care or treatment of a disease, condition, or injury by a licensed medical or dental practitioner;

ii. Manufacturing process or industrial operations;

iii. Propellant in food preparation for restaurants, food service, or houseware products when such retailer is regularly involved in such business.

(c) It shall be unlawful for any person to sell or deliver to any person under the age of 21:

(1) Any Kratom product.

(2) Any age restricted hemp product.

Sec. 26-153 Rules and Regulations

The City Manager, the Director of Finance, or designee, is hereby authorized and shall make rules and regulations necessary for the administration of this article to include addition or removal of any psychoactive ingredients or drug paraphernalia implements that shall be restricted by section 26-152 that are necessary for the protection of public health, safety, and welfare and consistent with the legislative intent of this article.

Sec. 26-154 Abatement

Any product in violation of Section 26-152(a) or (b) is declared a public nuisance and subject to seizure by city personnel authorized to enforce this section. Any such product seized and not ordered returned shall be destroyed upon adjudication by the courts upon a finding of a violation of this article.

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 SCHULTE, CITY ATTORNEY

Hanosky Hernandez PK
_____
By: HANOSKY HERNANDEZ, Sr. Assistant City Attorney

CITY OF AURORA
Council Agenda Commentary

Item Title: Marijuana Licensing Code Technical Amendments (Ordinance)
Item Initiator: Trevor Vaughn, Manager of Licensing, Finance
Staff Source/Legal Source: Trevor Vaughn, Manager of Licensing, Finance / Tim Joyce, Assistant City Attorney
Outside Speaker: NA
Strategic Outcome: Economically Strong: Building a conducive development climate, a diverse mix of industries and housing options, and fostering economic growth so that our community thrives and remains resilient.

COUNCIL MEETING DATES:

Study Session: 6/23/2025

Regular Meeting: 7/28/2025

2nd Regular Meeting (if applicable): 8/11/2025

Item requires a Public Hearing: ☐ Yes ☒ No

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

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

Trevor Vaughn, Manager of Licensing, Finance / Tim Joyce, Assistant City Attorney

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

☐ Approve Item and Move Forward to Study Session

☒ Approve Item and Move Forward to Regular Meeting

☐ Information Only

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

☐ Approve Item as Proposed at Policy Committee

☐ Approve Item as Proposed at Study Session

☐ Approve Item as Proposed at Regular Meeting

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Management & Finance

Policy Committee Date: 6/5/2025

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

☒ Recommends Approval ☐ Does Not Recommend Approval

☐ Forwarded Without Recommendation ☒ Minutes Not Available

☐ Minutes Attached

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

This ordinance was presented at the June 5th, 2025, Management and Finance Committee meeting and forwarded without objection.

Technical updates to the Marijuana Licensing Code. Primarily combining language regarding medical and retail codes. The ordinance includes elimintation of language for the social equity delivery program which expired February 1, 2024. The program was scheduled to run for 36 months.

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

This ordinance is technical in nature to update language due to changes in state laws and to remove references to the social equity program for delivery and transporter licensee which has expired. The State combined the medical marijuana code and the retail marijuana code into a single regulated marijuana code.

FISCAL IMPACT

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

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

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

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

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

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

QUESTIONS FOR COUNCIL

Does the council approve of the proposed ordinance?

LEGAL COMMENTS

Article XVIII, section 16(5)(f) of the Colorado Constitution (Amendment 64) and C.R.S. § 44-10-104(3) authorize the City to enact ordinances or regulations governing the time, place, manner and number of retail marijuana establishments, including local licensing requirements. City Council has the power to enact and provide for the enforcement of all ordinances necessary to protect life, health and property, to preserve and enforce good government, general welfare, order and security of the City and its inhabitants. (Aurora, Colo. Code § 3-9). (TJoyce)

ORDINANCE NO. 2025- ____

A BILL

FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, AMENDING SECTIONS 6-301, 6-302, 6-303, 6-304(C) AND (F), 6-305, 6-306, 6-307, 6-308(A), (E), (G)(1), H)(2), (K), (L(1), (L)(3), AND (N), 6-309(A)(1) AND (A)(5), 6-311(B), 6-312(A), 6-314(A) AND (F), 6-316(B), (D) AND (H), 6-317, 6-318(A) AND (B)(1), AND 6-319 OF THE CITY CODE PERTAINING TO THE LICENSING OF REGULATED MARIJUANA

WHEREAS, the Colorado State Legislature has amended the Colorado Medical Marijuana Code and Colorado Retail Marijuana Code into a single title called the Colorado Marijuana Code; and

WHEREAS, the City desires to update the City Code pertaining to the licensing of regulated marijuana for the City to reflect the changes in the Colorado Marijuana Code.

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

Section 1. That section 6-301 of the City Code of the City of Aurora, Colorado, is hereby amended to read as follows:.

Sec. 6-301. Purpose and legislative intent**.**

Sections 14 and 16 of article XVIII of the Colorado Constitution and C.R.S. tit. 44, ~~arts.~~ **art** ~~11~~ **10** ~~and 12~~ afford to localities the option of licensing marijuana ~~establishments~~ **businesses** within their respective jurisdictions. The purpose of this article is to authorize **the** licensing and regulating marijuana related ~~establishments~~ **businesses** in the **C**~~c~~ity pursuant to the requirements of state law and this article and designate a local licensing authority to issue and process applications submitted for such licenses within the City. This article is adopted pursuant to the aforementioned constitutional and statutory authority, as well as the City's plenary authority as a home rule city to adopt and enforce ordinances under its police power in order to preserve the public health, safety, and general welfare

Section 2. That section 6-302 of the City Code of the City of Aurora, Colorado, is hereby amended to read as follows:

Sec. 6-302. Definitions.

The definitions set forth in subsections 14(1) and 16(2) of article XVIII of the Colorado Constitution, as well as the definitions in the Colorado ~~Medical~~ Marijuana Code (**or the Marijuana Code) and** the ~~Department of Revenue Marijuana Enforcement Division Medical~~ **Colorado** Marijuana Rules, ~~1 CCR 212-1, M 103, the Colorado Retail~~

~~Marijuana Code, and the Department of Revenue Marijuana Enforcement Division Retail Marijuana Rules, 1 CCR 212-2, R 103~~, as amended, shall apply equally to this article except where specifically defined below:

Applicant means any person who has submitted an application for a license or renewal of license, pursuant to this article, that was accepted by the local licensing authority for review but has not been approved or denied by the local licensing authority and/or the state licensing authority.

Centralized distribution permit is a permit issued by the state licensing authority to a licensed retail marijuana cultivation facility authorizing the temporary storage of retail marijuana concentrate and retail marijuana products on the retail marijuana cultivation facility's licensed premises for the sole purpose of transfer to the permit holder's commonly owned retail marijuana stores.

City or the City means the City of Aurora, Colorado.

Colorado Marijuana Code **means C.R.S., tit. 44, art. 10, as amended.**

Colorado Marijuana Rules **means the Colorado Department of Revenue's Colorado Marijuana Rules found at 1 CCR 212-3, as amended.**

~~*Colorado Medical Marijuana Code* means C.R.S. tit. 44, art. 11, as amended~~.

~~*Colorado Retail Marijuana Code* means C.R.S. tit. 44, art, 12, as amended~~.

Director of Finance ~~*Finance director*~~ means the finance director or the director of finance of the city or his or her designee.

Good cause for purposes of ~~*approving,*~~ *refusing or denying the issuance or renewal of a license* means:

(1) The licensee or applicant has violated, does not meet, or has failed to comply with any of the terms, conditions, or provisions of the ~~Colorado Medical Marijuana Code, the~~ Colorado ~~Retail~~ Marijuana Code, **the Colorado Marijuana Rules,** the City Code, any rule and regulation adopted pursuant thereto, or any supplemental relevant state or local law, rule or regulation related to the cultivation, processing, manufacture, storage, sale, distribution, transportation, testing, research, or consumption of any form of marijuana;

(2) The licensee or applicant has failed to comply with any special term or condition placed on the license by order of the state licensing authority or the local licensing authority;

(3) Evidence the licensee's licensed premises have been operated in a manner that adversely affects the public health, safety or the general welfare of the city or the immediate neighborhood where the ~~establishment~~ **marijuana business** is located, which evidence may include a continuing pattern of violations of the ~~Colorado Medical Marijuana Code, the~~ Colorado ~~Retail~~ Marijuana Code, **the Colorado Marijuana Rules,** the City Code or terms and conditions of a license issued pursuant to this article, a continuing pattern of unlawful or violent activity occurring in the location and in association with the operation of the business; or

(4) Evidence the applicant or licensee, or any officer, director, owner, manager, agent or employee of the licensee is not of good moral character.

Good moral character means an individual who has a personal history demonstrating honesty, fairness, and respect for the rights of others and for conformance to the law which may include considerations of whether an individual has:

(1) Ever had a professional license denied, suspended, or revoked;

(2) Ever had a business license denied, suspended, or revoked;

(3) Ever surrendered, been denied, or had any type of marijuana related business license placed on an administrative hold, suspended or revoked;

(4) Ever been denied any type of marijuana related business license;

(5) Ever had a business temporarily or permanently closed for failure to comply with any tax, health, building, fire, zoning or safety law;

(6) Ever had an administrative, civil or criminal finding of delinquency for failure to file or failure to pay sales or use taxes or any other taxes;

(7) Ever been convicted of a crime of moral turpitude; or

(8) Been convicted of a felony in the three years immediately preceding his or her application date or who is currently subject to a sentence for a felony conviction.

Hospital means an institution which has been licensed, certified, or approved by the Colorado Department of Public Health and Environment as a hospital, and includes hospitals in Colorado operated by the federal government.

In-charge employee means the individual designated by the owner of the marijuana ~~establishment~~ **business** as the person responsible for all operations of the business in the absence of the owner from the licensed premises. In-charge employees shall have access to lock and unlock doors, lock and unlock safes, arm and disarm the alarm, have access to the video surveillance equipment and who can operate and access past footage and produce still color photos from the on-site, as well as the off-site video surveillance equipment upon request.

License means to grant a revocable privilege to lawfully operate in the city, a marijuana related business activity authorized pursuant to the ~~Colorado Medical Marijuana Code, the~~ Colorado ~~Retail~~ Marijuana Code, **the Colorado Marijuana Rules,** and this article.

Licensed premises means the premises specified in an application for a license or permit authorized pursuant to the ~~Colorado Medical Marijuana Code, the~~ Colorado ~~Retail~~ Marijuana Code, **the Colorado Marijuana Rules,** and this article, which are owned or in the possession of the licensee and within which the licensee is authorized to cultivate, manufacture, distribute, research, sell, store, transport, or test marijuana, marijuana products, and marijuana concentrates in accordance with all applicable laws.

Licensee means any person licensed or granted a permit pursuant to the ~~Colorado Medical Marijuana Code, or the~~ Colorado ~~Retail~~ Marijuana Code, **the Colorado Marijuana Rules,** and this article.

Liquid assets means assets that can be readily converted into cash and includes assets that will be placed directly into the retail marijuana store. Liquid assets include, but are not limited to, the following: funds in checking or savings accounts, certificates of deposit, money market accounts, mutual fund shares, publicly traded stocks, United States savings bonds, furniture and equipment, packaged marijuana, and related products and inventory to be transferred to the retail marijuana store. "Liquid assets" does not mean household items, vehicles, marijuana plants, and real property and improvements thereto.

Local licensing authority means the manager of the Aurora Marijuana Enforcement Division of the City, or his or her designee.

Marijuana means **all parts of the plant of the genus cannabis whether growing or not, the seeds 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 marihuana concentrate. "Marijuana" or "marihuana" 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 product as defined in and also means** "medical marijuana" as defined in **the Colorado**

Marijuana Code ~~C.R.S. § 44-11-104 and Colorado Department of Revenue Medical Marijuana Enforcement Division Medical Marijuana Rules, (1 CCR 212-1)~~, or "retail marijuana" as defined in **the Colorado Marijuana Code.** ~~C.R.S. § 44-12-103 and Colorado Department of Revenue's Marijuana Enforcement Division Retail Marijuana Rules, (1 CCR 212-2).~~

Marijuana business **means a medical marijuana business or retail marijuana business as defined in the Colorado Marijuana Code**

Marijuana Code **has the same meaning as the Colorado Marijuana Code**

Marijuana concentrate means "medical marijuana concentrate" as defined in **the Colorado Marijuana Code,** ~~C.R.S. § 44-11-104 and Colorado Department of Revenue Medical Marijuana Enforcement Division Medical Marijuana Rules, (1 CCR 212-1),~~ or "retail marijuana concentrate" as defined in **the Colorado Marijuana Code.** ~~C.R.S. § 44-12-103 and Colorado Department of Revenue Marijuana Enforcement Division Retail Marijuana Rules, (1 CCR 212-2).~~

Marijuana cultivation facility means **a medical marijuana cultivation facility** ~~an "optional premises cultivation operation"~~ as defined in **the Colorado Marijuana Code,** ~~C.R.S. § 44-11-104 and Colorado Department of Revenue Medical Marijuana Enforcement Division Medical Marijuana Rules, (1 CCR 212-1),~~ or a "retail marijuana cultivation facility" as defined in **the Colorado Marijuana Code.** ~~C.R.S. § 44-12-103 and Colorado Department of Revenue Marijuana Enforcement Division Retail Marijuana Rules, (1 CCR 212-2).~~

~~*Marijuana establishment* means a medical marijuana-infused product manufacturer, an optional premises cultivation operation, a marijuana testing facility, a medical marijuana transporter, as defined in C.R.S. § 44-11-104 and Colorado Department of Revenue Medical Marijuana Enforcement Division Medical Marijuana Rules, (1 CCR 212-1), a marijuana research and development licensee or a marijuana research and development cultivation licensee as used in C.R.S. § 44-11-408 and Colorado Department of Revenue Medical Marijuana Enforcement Division Medical Marijuana Rules, (1 CCR 212-1), a "retail marijuana establishment" as defined in C.R.S. § 44-12-103 and Colorado Department of Revenue Marijuana Enforcement Division Retail Marijuana Rules, (1 CCR 212-2), or the licensed premises for a state issued centralized distribution permit holder as used in C.R.S. § 44-12-403 and Colorado Department of Revenue Marijuana Enforcement Division Retail Marijuana Rules, (1 CCR 212-2).~~

Marijuana operator means a "medical marijuana business operator" as defined in **the Colorado Marijuana Code** ~~C.R.S. § 44-11-104~~ and ~~Colorado Department of Revenue Medical Marijuana Enforcement Division~~ Medical Marijuana Rules, (1 ~~CCR 212-1),~~ or a "retail marijuana business operator" as defined in **the Colorado Marijuana Code.**

~~C.R.S. § 44-12-103. and Colorado Department of Revenue Marijuana Enforcement Division Retail Marijuana Rules, (1 CCR 212-2).~~

Marijuana product means "medical marijuana ~~infused~~ product" as defined in **the Colorado Marijuana Code,** ~~C.R.S. § 44-11-104 and Colorado Department of Revenue Medical Marijuana Enforcement Division Medical Marijuana Rules, (1 CCR 212-1),~~ or "retail marijuana product" as defined in **the Colorado Marijuana Code.** ~~C.R.S. § 44-12-103 and Colorado Department of Revenue Marijuana Enforcement Division Retail Marijuana Rules, (1 CCR 212-2).~~

Marijuana product manufacturer means a "medical marijuana ~~infused~~ products manufacturer" as defined in **the Colorado Marijuana Code**, ~~C.R.S. §~~ 44-11-104 ~~and Colorado Department of Revenue Medical Marijuana Enforcement Division Medical Marijuana Rules, (1 CCR 212-1),~~ or a "retail marijuana products manufacturer" as defined in **the Colorado Marijuana Code.** ~~C.R.S. § 44-12-103 and Colorado Department of Revenue Marijuana Enforcement Division Retail Marijuana Rules, (1 CCR 212-2).~~

Marijuana testing facility means a "medical marijuana testing facility" as defined in ~~Colorado Department of Revenue Medical Marijuana Enforcement Division Medical~~ **the Colorado** Marijuana Rules, ~~(1 CCR 212-1),~~ or a "retail marijuana testing facility" as defined in **the Colorado Marijuana Code**. ~~C.R.S. § 44-12-103 and Colorado Department of Revenue Marijuana Enforcement Division Retail Marijuana Rules, (1 CCR 212-2).~~

Marijuana transporter means a "medical marijuana transporter" as defined in **the Colorado Marijuana Code,** ~~C.R.S. § 44-11-104 and Colorado Department of Revenue Medical Marijuana Enforcement Division Medical Marijuana Rules, (1 CCR 212-1),~~ or a "retail marijuana transporter" as defined in **the Colorado Marijuana Code**. ~~C.R.S. § 44-12-103 and Colorado Department of Revenue Marijuana Enforcement Division Retail Marijuana Rules, (1 CCR 212-2).~~

~~*Medical marijuana center* has the same meaning as "medical marijuana center" as defined in C.R.S. § 44-11-104 and Colorado Department of Revenue Medical Marijuana Enforcement Division Medical Marijuana Rules, (1 CCR 212-1).~~

Operating fees means **operating fees as defined in the Colorado Marijuana Code.** ~~fees that may be charged by the city for costs including but not limited to inspection, administration, and enforcement of marijuana establishments authorized pursuant to subsection 16(5)(f) of article XVIII of the Colorado Constitution, the Colorado Medical Marijuana Code, the Colorado Retail Marijuana Code, the City Code and any of the rules and regulations adopted pursuant thereto~~.

~~*Owner* means the person or persons whose beneficial interest in a local marijuana establishment license that bears a risk of loss other than as an insurer, has an opportunity to gain profit from the operation or sale of the establishment, and has a controlling interest in a marijuana establishment license and includes any other person that qualifies as an owner pursuant to 1 CCR 212-1, Rules M 103 and M 204 and 1 CCR 212-2, Rules R 103 and R 204.~~

Substance ~~abuse treatment center~~ ***use disorder services*** means any facility providing care to patients as set forth in 2 CCR 502-21:210~~.54—59~~.

Ward means one of the sections into which the city is divided for the purposes of a council election as designated pursuant to the requirements of section 54-5 of this Code

Section 3. That section 6-303 of the City Code of the City of Aurora, Colorado, is hereby amended to read as follows:

Sec. 6-303. Effective date; applicability.

This article shall be effective on July 1, 2014, and shall govern all applications submitted to the **C**~~c~~ity for any license authorized by the ~~Colorado Medical Marijuana Code, or the~~ Colorado ~~Retail~~ Marijuana Code and this article on and after that date.

Section 4. That subsections (c) and (f) of section 6-304 of the City Code of the City of Aurora, Colorado, are hereby amended to read as follows:

Sec. 6-304. Local licensing authority.

(c) The local licensing authority may promulgate such rules and regulations as he or she deems necessary for the proper administration and enforcement of this article, and may exercise all other powers and duties as are set forth in the Colorado ~~Retail~~ Marijuana Code, **the Colorado Marijuana Rules,** ~~subsection 5(e) of section 16~~ **and section 14** ~~of article XVIII of~~ the Colorado Constitution, ~~the Colorado Department of Revenue Marijuana Enforcement Division Retail Marijuana Rules, (1 CCR 212-2), the Colorado Medical Marijuana Code, section 14 of article XVIII of the Colorado Constitution, the Colorado Department of Revenue Medical Marijuana Enforcement Division Medical Marijuana Rules, (1 CCR 212-1),~~ the City Code and any rule or regulation adopted pursuant thereto.

(f) The local licensing authority has the authority to summarily suspend a license issued pursuant to this article without notice pending any prosecution or public hearing for a period not to exceed 15 days when the local licensing authority determines a licensee or an agent or employee of the licensee has committed a deliberate and willful violation of the **Colorado** Marijuana Code, the ~~Colorado Department of Revenue Medical Marijuana Enforcement Division Medical~~ **Colorado** Marijuana Rules, ~~(1 CCR 212-1), the Retail~~

~~Marijuana Code, the Colorado Department of Revenue Marijuana Enforcement Division Retail Marijuana Rules, (1 CCR 212-2),~~ the City Code, or any rule and regulation related to the cultivation, processing, manufacture, storage, sale, distribution, transportation, testing, research or consumption of any form of marijuana, or when the public health, safety or welfare imperatively requires emergency action, and incorporates such findings in the notice for a public hearing before the finance director on the matter.

Section 5. That section 6-305 of the City Code of the City of Aurora, Colorado, is hereby amended to read as follows:

Sec. 6-305. Relationship to Colorado ~~Medical~~ Marijuana Code~~, Colorado Retail Marijuana Code;~~ **and** other laws.

Except as otherwise specifically provided herein, this article incorporates the requirements and procedures set forth in the Colorado ~~Medical~~ Marijuana Code, ~~the Colorado Department of Revenue Medical Marijuana Enforcement Division Medical~~ **and the Colorado** Marijuana Rules. (1 CCR ~~212-1), the Colorado Retail Marijuana Code, and the Colorado Department of Revenue Medical Marijuana Enforcement Division Medical Marijuana Rules, (1 CCR 212-1).~~ In the event of a conflict between the provisions of this article and the provisions of the Colorado ~~Medical~~ Marijuana Code, ~~or~~ the Colorado ~~Retail~~ Marijuana **Rules,** ~~Code~~ or any other applicable state or local law, the more restrictive provision shall control. Licensees shall comply with, and conduct their business in compliance with, all applicable state and local laws, rules and regulation, and the terms and conditions of their license.

Section 6. That section 6-306 of the City Code of the City of Aurora, Colorado, is hereby amended to read as follows:

Sec. 6-306. Classes of licensing authorized.

The local licensing authority may issue the following licenses authorized by the Colorado Medical Marijuana Code and the Colorado Retail Marijuana Code:

(1) Retail marijuana store license.
(2) Retail marijuana cultivation facility license.
(3) Retail marijuana product manufacturing facility license.
(4) Retail marijuana testing facility license.
(5) Medical marijuana testing facility license.
(6) Retail marijuana transporter license **with a licensed premises**.
(7) ~~Optional premises cultivation license.~~ **Retail marijuana transporter license with no licensed premises.**
(8) Medical marijuana ~~infused~~ product ~~manufacturing~~ **manufacturer** license.
(9) Medical marijuana transporter license **with a licensed premises.**
(10) Marijuana research and development license.

(11) ~~Marijuana research and development cultivation license.~~ **Medical marijuana cultivation facility license.**

(12) Retail marijuana delivery permit

Section 7. That subsection (a) of section 6-307 of the City Code of the City of Aurora, Colorado, is hereby amended to read as follows:

Sec. 6-307. License required.

(a) It shall be unlawful for any person to operate a marijuana ~~establishment~~ **business** in the **C**~~c~~ity without a license to operate issued pursuant to the requirements of this article while concurrently holding a license in good standing from the state.

Section 8. That subsections (a), (e), (g)(1), (h)(2), (k)(1), (l)(1), (l)(3), and (n) of section 6-308 of the City Code of the City of Aurora, Colorado, are hereby amended to read as follows:

Sec. 6-308. General licensing requirements.

(a) *Applications.* All applications for any license authorized by this article shall be submitted to the local licensing authority upon forms provided by the local licensing authority and shall include such supplemental materials as required by the ~~Colorado Medical Marijuana Code, the~~ Colorado ~~Retail~~ Marijuana Code, **the Colorado Marijuana Rules, the City Code,** and any of the rules and regulations adopted pursuant thereto. To the extent any of the foregoing supplemental materials have been included with the applicant's state license application and forwarded to the **C**city by the state licensing authority, the local licensing authority may rely upon the information forwarded from the state without requiring resubmittal of the same materials in conjunction with the local license application. The local licensing authority may, at the authority's discretion, require additional documentation associated with the application as may be necessary to enforce the requirements of the ~~Colorado Medical Marijuana Code, the~~ Colorado ~~Retail~~ Marijuana Code, **the Colorado Marijuana Rules,** and the City Code.

(e) *Good moral character.* Prior to issuance of a license authorized by this article, the local licensing authority shall make a finding and determination as to the good moral character of the applicant, the licensee, the officers, directors, owners, agents and employees in accordance with the standards and procedures set forth in the ~~Colorado Medical Marijuana Code, the~~ Colorado ~~Retail~~ Marijuana Code, **the Colorado Marijuana Rules,** and this article and the rules and regulations adopted pursuant thereto.

(g) *Issuance of a license.* If after investigation the local licensing authority determines that:

(1) The applicant has met all the terms, conditions, provisions, and requirements imposed upon the applicant or the licensee by the applicable provisions of the

~~Colorado Medical Marijuana Code, the~~ Colorado ~~Retail~~ Marijuana Code, **the Colorado Marijuana Rules,** or the City Code and all the rules and regulations adopted pursuant thereto, and all applicable building, fire, health or zoning statutes, codes, ordinances, rules, or regulations adopted pursuant thereto related to the cultivation, processing, manufacture, storage, sale, distribution, testing, research, transporting, or consumption of any form of marijuana;

(h) *Denial of application.* Each of the following, in and of itself, constitutes full and adequate grounds for denying an application:

(2) The applicant has violated, does not meet, or has failed to comply with any provision of the applicable provisions in the ~~Colorado Medical Marijuana Code, the~~ Colorado ~~Retail~~ Marijuana Code, **the Colorado Marijuana Rules,** ~~or~~ the City Code or the rules and regulations adopted pursuant thereto, or any other applicable building, fire, health or zoning statute, code, ordinance, rule, or regulation adopted pursuant thereto related to the cultivation, processing, manufacture, storage, sale, distribution, testing, research, transporting, or consumption of any form of marijuana;

(k) *Duty to supplement.*

(1) If at any time before or after a license is issued pursuant to this article, any information required by the ~~Colorado Medical Marijuana Code, the~~ Colorado ~~Retail~~ Marijuana Code, **the Colorado Marijuana Rules,** the City Code or any rule and regulation adopted pursuant thereto, changes from that which is stated in the application, the applicant or licensee shall supplement their application with the updated information within 10 days from the date upon which such change occurs.

(l) *Applications for new licenses where no building is as yet in existence.*(1) Any applicant for a marijuana establishment license whose building is not yet in existence at the time of the City's initial approval the applicant shall have one year immediately following the date of the City's initial approval to obtain the necessary **C**~~c~~ity and state licenses, obtain a certificate of occupancy issued by the city and to commence business operations.

(3) If after one year when no extension has been granted, or if after two years when an extension has been granted, the construction of the proposed building has not been completed, the necessary licenses have not been issued to the applicant, the **C**~~c~~ity has not issued a certificate of occupancy to the applicant, or the applicant has not commenced business operations, the licensing authority's initial approval of the license application shall expire. The applicant's failure to proceed with due diligence shall render the local licensing authority's prior initial approval null and void and shall constitute a denial of the license for failure to comply with the ~~Colorado Medical Marijuana Code, the~~ Colorado ~~Retail~~ Marijuana Code, **the Colorado Marijuana Rules,** the City Code, all the

rules and regulations adopted pursuant thereto, and any other applicable state or local law or rule and regulation. The applicant shall not make new application for the same premises for the same type of license for a period of two years from the date of the denial of the license application.

(n) *Notices by e-mail.* Except as otherwise specified by the ~~Colorado Medical Marijuana Code, the~~ Colorado ~~Retail~~ Marijuana Code, or the ~~rules adopted pursuant thereto~~ **Colorado Marijuana Rules**, all notices, orders and other communications required to be given to an applicant or a licensee under this article shall be sent via e-mail to the applicant or licensee at the e-mail address shown in the application on file with the local licensing authority of the City. The applicant or licensee has a duty to inform the local licensing authority of their current e-mail address and has an ongoing duty to notify the local licensing authority of any change in their e-mail address within one day of any change. The local licensing authority shall maintain a record of applicant's or licensee's e-mail address and shall store a copy of all e-mail communications with the applicant or licensee for a period of approximately two years. This storage record creates a presumption, and is prima facie proof that any notice, order, or other communications was sent by the city and received by the applicant or licensee.

Section 9. That subsections (a)(1) and (a)(5) of section 6-309 of the City Code of the City of Aurora, Colorado, are hereby amended to read as follows:

Sec. 6-309. Licensing requirements—Retail marijuana stores.

(a) The local licensing authority shall not issue a retail marijuana store license to an applicant that does not meet each of the following minimum requirements:

(1) The applicant has been licensed by the state pursuant to the Colorado ~~Retail~~ Marijuana Code;

(5) ~~At least one of the owners, with at least one percent ownership, applying for a license must have been a resident of the state for at least one year prior to the date of the application;~~ **All natural persons with day-to-day operational control over a marijuana business must be a Colorado resident;**

Section 10. That subsection (b) of section 6-311 of the City Code of the City of Aurora, Colorado, is hereby amended to read as follows:

Sec. 6-311. Transfer of ownership and changes in business structure.

(b) A transfer of ownership or change in business structure for a marijuana establishment shall be governed by the standards and procedures set forth in ~~the Colorado Medical Marijuana Code or the~~ Colorado ~~Retail~~ Marijuana Code and any rules and regulations adopted pursuant thereto. The local licensing authority shall administer transfers of

licenses or changes in business structure in the same manner as the state licensing authority administers transfers of state licenses and changes in business structures.

Section 11. That subsection (a) of section 6-312 of the City Code of the City of Aurora, Colorado, is hereby amended to read as follows:

Sec. 6-312. Change of location.

(a) Change of location of any license issued pursuant to this article shall be governed by the standards and procedures set forth in the ~~Colorado Medical Marijuana Code, the~~ Colorado ~~Retail~~ Marijuana Code, **the Colorado Marijuana Rules,** the City Code and any rules and regulations adopted pursuant thereto. The local licensing authority shall administer applications to change location in the same manner as the state licensing authority administers changes of location for state licenses.

Section 12. That subsections (a) and (f) of section 6-314 of the City Code of the City of Aurora, Colorado, are hereby amended to read as follows:

Sec. 6-314. Term of licenses; renewals.

(a) The term and renewal of the license shall be governed by the standards and procedures set forth in the ~~Colorado Medical Marijuana Code, or the~~ Colorado ~~Retail~~ Marijuana Code, **the Colorado Marijuana Rules, the City Code** and any rules and regulations adopted pursuant thereto. The local licensing authority shall administer license renewals in the same manner as the state licensing authority administers renewals of state licenses and this article. Notwithstanding anything contained in this article, a licensee has no vested right to the renewal of a license, and no property right in the renewal of a license.

(f) The local licensing authority may refuse or deny a license renewal if the licensee is not in compliance with the provisions of the ~~Colorado Medical Marijuana Code, the~~ Colorado ~~Retail~~ Marijuana Code, **the Colorado Marijuana Rules,** the City Code, any rule and regulation adopted pursuant thereto, or any special term or condition place upon the license by order of the local licensing authority or state licensing authority.

Section 13. That subsections (b), (d), and (h) of section 6-316 of the City Code of the City of Aurora, Colorado, are hereby amended to read as follows:

Sec. 6-316. Unlawful acts.

(b) It shall be unlawful for any person to engage in any form of business or commerce or activity involving the cultivation, processing, manufacturing, storage, sale, distribution, transportation, testing, research or consumption of any form of marijuana or marijuana

products other than those forms of business and commerce and activities that are expressly contemplated by ~~sections 14 and 16 of article XVIII of~~ the Colorado Constitution, the ~~Colorado Medical Marijuana Code, the~~ Colorado ~~Retai~~l Marijuana Code, **the Colorado Marijuana Rules,** or the City Code.

(d) It shall be unlawful for any person who is the holder of a license authorized pursuant to this article or any manager, agent or employee of such license holder to fail to immediately report to the **C**~~c~~ity police department and the local licensing authority any disorderly conduct or criminal activity occurring upon any adjoining grounds or property under the control or management of the licensee, any associated contiguous parking area used by licensee's patrons, at the location, on the premises, or within the licensed premises set forth on the license of the license holder. For the purposes of this subsection, the terms "location," and "premises," shall have that meaning and definition set forth in **the Colorado Marijuana Code**, ~~C.R.S. §~~ ~~44-12-103,~~ and the term "licensed premises" shall have the meaning and definitions set forth in this article, and the term "report" shall mean to either:

(1) immediately, verbally, and directly in person notify any on-site uniformed Aurora Police Officer whether on duty or working secondary employment; or
(2) place and complete a phone call to the non-emergency dispatch telephone number for the Aurora Police Department; or
(3) place and complete a telephone call to the emergency *911 operator.
Contacting individual officers out of uniform or not directly on the licensed premises shall not suffice as a report or reporting within the meaning of this subsection.

(h) It shall be unlawful for any person to operate any marijuana establishment in the **C**~~c~~ity without a license issued by the local licensing authority and the state licensing authority pursuant to the ~~Colorado Medical Marijuana Code or the~~ Colorado ~~Retail~~ Marijuana Code, **the Colorado Marijuana Rules,** and this article.

Section 14. That section 6-317 of the City Code of the City of Aurora, Colorado, is hereby amended to read as follows:

Sec. 6-317. Inspections.
Every applicant, licensee, or employee shall permit the local licensing authority, and any agent of the local licensing authority, or anyone authorized to inspect pursuant to the ~~Colorado Medical Marijuana Code, the~~ Colorado ~~Retail~~ Marijuana Code, **the Colorado Marijuana Rules,** or the City Code to inspect the premises, the licensed premises, and the location for compliance with the ~~Colorado Medical Marijuana Code, the~~ Colorado ~~Retail~~ Marijuana Code, **the Colorado Marijuana Rules,** the City Code and any of the rules and regulations adopted pursuant thereto.

Section 15. That subsections (a) and (b)(1) of section 6-318 of the City Code of the City of Aurora, Colorado, are hereby amended to read as follows:

Sec. 6-318. Disciplinary actions; sanctions; penalties.

(a) The ~~finance director~~ **Director of Finance** has the power and authority to impose disciplinary actions, sanctions, penalties upon a licensee that may include additional terms and conditions on the license, a fine in lieu of a suspension, a suspension, or a revocation of a license issued by the City's local licensing authority for any violation by the licensee or by any of the agents or employees of the licensee of any provision of the ~~Colorado Medical Marijuana Code, the~~ Colorado ~~Retail~~ Marijuana Code, **the Colorado Marijuana Code,** the City Code, any rule or regulation adopted pursuant thereto, any building, fire, health or zoning statute, code, or ordinance, or any of the rules and regulations adopted pursuant thereto, in addition to any other penalties prescribed by the City Code.

(b) (1) The ~~finance director~~ **Director of Finance** has the authority to conduct a public hearing, after written notice, when probable cause exists the licensee or an agent or employee of the licensee has committed a violation of any provision of the ~~Colorado Medical Marijuana Code, the~~ Colorado ~~Retail~~ Marijuana Code, **the Colorado Marijuana Rules,** the City Code, any rule or regulation adopted pursuant thereto, any building, fire, health or zoning statute, code, or ordinance, or any of the rules and regulations adopted pursuant thereto.

Section 16. That section 6-319 of the City Code of the City of Aurora, Colorado, is hereby amended to read as follows:

Sec. 6-319. Delivery of retail marijuana authorized.

(a) Retail marijuana stores and marijuana transporters licensed to operate in the **C**~~c~~ity are authorized to deliver retail marijuana and retail marijuana products to residences within the **C**~~c~~ity, and to residences within any other jurisdiction that would allow delivery of retail marijuana from outside their jurisdiction.

(b) The **C**~~c~~ity will allow the delivery of retail marijuana and retail marijuana products to be delivered into the **C**~~c~~ity from outside jurisdictions in which the marijuana store has been licensed to deliver these products by the state and the local jurisdiction from which they reside.

(c) Retail marijuana and retail marijuana product deliveries are authorized between the hours of 8:00 a.m. and 10:00 p.m., of which completion of delivery must be done by 10:00 p.m.

(d) The delivery of retail marijuana and retail marijuana product is limited to no more than one ounce of retail marijuana, no more than eight grams of retail marijuana concentrate, or retail marijuana products containing no more than 80 10-milligram servings of THC, per customer, per business day.

(e) No delivery is allowed in the **C**~~c~~ity until the retail marijuana store or the retail marijuana transporter is properly permitted to deliver through the jurisdiction allowing the retail marijuana delivery. Aurora delivery permits must be obtained through the Aurora **M**~~m~~arijuana **E**~~e~~nforcement **D**~~d~~ivision. A permit shall not be issued until the applicable permit fees have been paid. The fee for each permit shall be set forth in a schedule of fees recommended by the local licensing authority and approved by the city manager as regulated ~~in section 2-587.~~ **and authorized by the City Code.**

~~(f) The city recognizes that ensuring social equity, under C.R.S. § 44-10-308, to applicants of delivery licenses is a shared purpose of the state and the city. In supporting the pursuit of social equity, the city provides that:~~

~~(1) For the first 36 months of this program, a city transporter license and delivery permit granted to a retail marijuana transporter, as defined under C.R.S. § 44-10-103, shall only go to social equity applicants through a program to be established by the city manager. After the 36-month period expires, any applicant qualified under the state and local rules may apply for and receive a transporter license and delivery permit from the city; and~~

~~(2) The city manager shall establish a grant program to fund 75 percent of the fees, listed in subsection (e) of this section, for social equity licensees. This grant will be for a 24-month period following the permit application. After the 24-month period expires, grant funds shall not be available for this purpose.~~

Section 17. 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 18. Repealer. All orders, resolutions, or ordinances in conflict with this Ordinance or with any of the documents hereby approved, are hereby repealed only to the extent of such conflict. This repealer shall not be construed as reviving any resolution, ordinance, or part thereof, heretofore repealed.

INTRODUCED, READ AND ORDERED PUBLISHED this _____ day of _____, 2025.

PASSED AND ORDERED PUBLISHED this _____ day of _____, 2025.

_____
MIKE COFFMAN, Mayor

ATTEST:

_____
KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

PETER A. SCHULTE, CITY ATTORNEY

By Tim Joyce
TIM JOYCE, Assistant City Attorney

CITY OF AURORA
Council Agenda Commentary

Item Title: 2025 Heavy Fleet Lease-Purchase Financing (Ordinance)
Item Initiator: Teresa Sedmak, City Treasurer, Finance
Staff Source/Legal Source: Teresa Sedmak, City Treasurer, 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: 6/23/2025

Regular Meeting: 7/28/2025

2nd Regular Meeting (if applicable): 8/11/2025

Item requires a Public Hearing: ☐ Yes ☒ No

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

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

Teresa Sedmak, City Treasurer, Finance / Hanosky Hernandez, Senior Assistant City Attorney
Estimated time: 5 mins

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

☐ Approve Item and Move Forward to Study Session

☒ Approve Item and Move Forward to Regular Meeting

☐ Information Only

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

☐ Approve Item as Proposed at Policy Committee

☐ Approve Item as Proposed at Study Session

☐ Approve Item as Proposed at Regular Meeting

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Management & Finance

Policy Committee Date: N/A

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

☒ Recommends Approval ☐ Does Not Recommend Approval

☐ Forwarded Without Recommendation ☐ Minutes Not Available

☐ Minutes Attached

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

N/A

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

The Ordinance authorizes the City to utilize lease-purchase financing of approximately $6.5 million to acquire heavy fleet vehicles for several City departments which will most likely include dump trucks, graders, loaders, backhoes, bucket trucks, a sidewalk sweeper, a recreational bus, and brush truck fire aparatus. This financing method has been utilized by the City in past years to acquire long-lived assets in order to amortize the cost of those vehicles over their useful lives.

The benefits of this program include:

- Locking in current prices, avoiding possible cost inflation in the future
- Budget smoothing over the anticipated life of the asset through manageable installment payments of principal and interest
- Encouraging a relatively current fleet of vehicles
- Ownership of the assets at the end of the lease term

The heavy fleet transaction is expected to close in mid-September.

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 debt service costs of approximately $1.12 million associated with the 2025 heavy fleet financing will be shared by several departments and are included in the City's budget.

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

WORKLOAD IMPACT

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

QUESTIONS FOR COUNCIL

Does City Council approve of moving this item forward to the next 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. See, City Charter Art. 5-3. (Hernandez)

CITY OF AURORA
Late Submission Approval for Agenda Item

Item Title: 2025 Fleet Lease-Purchase Financing Authorizing Ordinance

Item Initiator: Teresa Sedmak, City Treasurer

Staff Source/Legal Source: Teresa Sedmak, City Treasurer / Hanosky Hernandez, Sr. Assistant City Attorney

Outside Speaker: N/A

Strategic Outcome: Well Managed: High Performing organization, committed to great customer service, innovation, continuous improvement, fiscal stewardship, and maintaining critical infrastructure.

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: 6/23/2025

Regular Meeting: 7/14/2025

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

A delay in the approval of the ordinance would postpone the procurement of heavy fleet vehicles which are required to provide necessary services to the City of Aurora.

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.

Teresa Sedmak	Roberto Venegas
Agenda Item Initiator Name	Late Submission Approver Name (Council Appointee or DCM)
Teresa Sedmak 6/9/2025	Roberto Venegas 6/10/25
Agenda Item Initiator Signature Date	Late Submission Approver Signature Date

EXHIBIT B

*****PRELIMINARY DESCRIPTION OF EQUIPMENT**
LEASE NO. 2025-B

ACLC Fleet Financing Series 2025-B

Type of Equipment	Projected Vehicle Cost	Projected Equipment Cost	Total Projected Cost
Dump truck PW	$ 417,000.00		**$ 417,000.00**
Dump truck PW	$ 417,000.00		**$ 417,000.00**
Dump truck PW	$ 417,000.00		**$ 417,000.00**
Dump truck PKS	$ 417,000.00		**$ 417,000.00**
Dump truck PKS	$ 417,000.00		**$ 417,000.00**
Grader	$ 475,000.00		**$ 475,000.00**
Grader	$ 475,000.00		**$ 475,000.00**
Loader	$ 375,000.00		**$ 375,000.00**
Loader	$ 375,000.00		**$ 375,000.00**
Loader	$ 375,000.00		**$ 375,000.00**
Backhoe	$ 313,500.00		**$ 313,500.00**
Backhoe	$ 313,500.00		**$ 313,500.00**
Bucket Truck Traffic	$ 322,000.00		**$ 322,000.00**
Bucket Truck Forestry	$ 322,000.00		**$ 322,000.00**
Bucket Truck (Small)	$ 215,000.00		**$ 215,000.00**
Sidewalk Sweeper	$ 190,000.00		**$ 190,000.00**
Recreation Bus	$ 137,000.00		**$ 137,000.00**
Brush Truck BFX Fire Apparatus	$ 285,083.50	$ 50,000.00	**$ 335,083.50**
Totals	*$ 6,258,083.50*	*$ 50,000.00*	*$ 6,308,083.50*
		Estimated Costs of Issuance	*TBD*
		Title / Reg / Misc Costs	*$0.00*
		Total Loan Amount	***$6,308,083.50***

[1] Does not include allocable portion of costs of execution and delivery of the Lease, to be included in the final Exhibit.

ORDINANCE NO. 2025-____

A BILL

FOR AN ORDINANCE AUTHORIZING THE USE OF LEASE-PURCHASE FINANCING TO ACQUIRE CERTAIN EQUIPMENT PURSUANT TO THE TERMS OF AN EQUIPMENT LEASE-PURCHASE AGREEMENT BY AND BETWEEN THE 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 OTHER 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, in order to provide for the capital asset needs of the City, the City Council of the City (the "Council") hereby determines that it is necessary and in the best interests of the City and its citizens that the City undertake lease-purchase financing of equipment for use by the City for governmental or proprietary purposes; and

WHEREAS, the City wishes to obtain lease-purchase financing of certain equipment (the "Equipment"), including vehicles for use by any of the Public Works Department ("Public Works"), the Fire Department ("Fire"), the Police Department ("Police") and the Parks and Open Space Department ("PROS") to be completed within 12 months of the date hereof; and

WHEREAS, the Equipment is hereby authorized to be financed by a tax-exempt municipal lease purchase financing from the Aurora Capital Leasing Corporation ("ACLC") to the City pursuant to a direct placement of a lease-purchase agreement, or an assignment thereof, as a tax-exempt obligation, with one or more banks or institutional investors selected by the Finance Director through a request-for-proposals or informal competitive process (a "Financing"); and

WHEREAS, there has been filed for public inspection with the City Clerk in connection herewith a proposed form of Equipment Lease Purchase Agreement (the "Lease"), to be entered into by and between ACLC, as lessor, and the City, as lessee; and

WHEREAS, as specific items of Equipment are acquired by ACLC for the City's use in accordance with the terms of this ordinance (the "Ordinance"), one or more Leases, or schedules thereto, may be executed by and between ACLC and the City in accordance with the parameters set forth in this Ordinance.

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 acquisition of the Equipment and the preparation of the form of the Lease are hereby ratified, approved and confirmed.

Section 2. *The Equipment*. The City is hereby authorized to obtain lease-purchase financing through one or more lease-purchase agreements with ACLC to acquire up to eighteen (18) vehicles, and other equipment for use by any or all of Public Works, Fire, Police, and PROS, including all equipment, software, warranties, and service contracts accessory thereto and/or associated therewith, which Equipment is to be acquired within 12 months of the date hereof. All title to, or other indicia of ownership of, the Equipment is to be initially issued in ACLC's name.

Section 3. *Maximum Principal Amount; Interest Rate; Term*. The principal amount to be financed shall not exceed Eight Million Dollars ($8,000,000.00), the interest component of rental payments to be made by the City shall accrue at a rate not to exceed five and one-quarter percent (5.25%), and the term of any Lease hereunder shall not exceed ninety-six (96) months. Rental payments may be made annually, semi-annually, or at any other convenient interval as determined by the Finance Director.

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 acquisition of the Equipment 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 acquisition of the Equipment by means of lease-purchase financing.

Section 5. *Agency Relationship*. Pursuant to the Lease, the City shall act as the agent of ACLC solely for the purpose of acquiring the Equipment. The City will do all things necessary to effect the acquisition of the Equipment free and clear of any encumbrances and subject the same to any security interests as may be contemplated under the Lease.

Section 6. *Approval and Execution of Documents; Authorized Officers*. The Lease, in substantially the form filed in the office of the City Clerk prior to the final adoption of this Ordinance, is 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 Lease hereunder in substantially the form filed with the City Clerk, with such changes as are not inconsistent with the intent of this Ordinance and as approved by the City Attorney. The Council hereby designates the Finance Director to act as "Authorized Officer" under the Lease. The Finance Director is hereby authorized to determine, based on the recommendation of the City's financial advisor, whether the Financing will be completed through a single disbursement of funds sufficient to acquire all of the items of Equipment contemplated by this Ordinance or the phased disbursement of funds for the acquisition of individual items of Equipment as they become available. To the extent the Finance Director determines that a phased disbursement of funds is preferred, changes to the Lease not inconsistent with the intent of this Ordinance and as approved by the City Attorney to accommodate a master lease structure are

hereby authorized. Prior to the execution of each Lease, the final terms of the Financing, the description and price of the Equipment subject to the Lease, and the schedule of rental payments allocated to the Equipment under the Lease shall be approved by a certificate executed by the Finance Director (the "Final Terms Certificate") and attached as a schedule to the Lease.

Section 7. *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 8. *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 9. *Expression of Need*. The City hereby declares its current need for the Equipment. It is hereby declared to be the present intention and expectation of the Council that each Lease will be renewed annually until title to all of the Equipment 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 10. *Reasonable Rentals*. The Council hereby determines and declares that, after execution and delivery of each Lease, the rental payments due thereunder will represent the fair value of the use of the Equipment and the purchase price, as defined therein, will represent, as of any date upon which the City may exercise its option to purchase such Equipment, the fair purchase price of such Equipment. The Council further hereby determines and declares that, after the execution and delivery of each Lease, the rental payments due thereunder will not exceed a reasonable amount so as to place the City under economic or practical compulsion to renew the Lease or to exercise its option to purchase the Equipment pursuant to the Lease. In making such determinations, the Council has given consideration to the cost of acquiring and installing the Equipment, the uses and purposes for which the Equipment will be employed by the City, the benefit to the citizens of the City by reason of the acquisition and use of the Equipment pursuant to the terms and provisions of each Lease, the City's option to purchase the Equipment, and the expected eventual vesting of title to, or other indicia of ownership of, the Equipment in the City. The Council hereby determines and declares that, after execution and delivery of each Lease, the maximum duration of the portion of the Lease allocable to any item of Equipment separately identified in the payment schedule appended thereto will not exceed the weighted average useful life of such item of Equipment.

Section 11. *Confirmation of Prior Acts*. All prior acts and doings of the officials, agents and employees of the City which are in conformity with the purpose and intent of this Ordinance and in furtherance of the purchase of the Equipment are in all respects ratified, approved and confirmed.

Section 12. *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 13. *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 14. *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 _____, 2025.

PASSED AND ORDERED PUBLISHED this _____ day of _____, 2025.

_____
MIKE COFFMAN, Mayor

ATTEST:

_____
KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

PETER SCHULTE, CITY ATTORNEY

Hanosky Hernandez MK
_____
By: HANOSKY HERNANDEZ, Sr. Assistant City

CITY OF AURORA
Council Agenda Commentary

Item Title: Surcharge Inflation Index Correction (Ordinance)
Item Initiator: Tyler Phillips, Budget Manager, Finance
Staff Source/Legal Source: Jason Batchelor, City Manager / 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: 7/14/2025

Regular Meeting: 7/28/2025

2nd Regular Meeting (if applicable): 8/11/2025

Item requires a Public Hearing: ☐ Yes ☒ No

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

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

Jason Batchelor, City Manager / 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: 6/5/2025

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

☐ Recommends Approval ☐ Does Not Recommend Approval

☒ Forwarded Without Recommendation ☐ Minutes Not Available

☐ Minutes Attached

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

Meeting notes not available.

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

This is a technical change to Section 50-37 Surcharges, subsection (a)(3) in the City Code to update the inflation index because the current code utilizes an inflation index that no longer exists. The change will update the language to utilize the Employment Cost Index instead of the Denver-Boulder-Greely Consumer Price Index.

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 send this item forward to the regular council meeting?

LEGAL COMMENTS

The City of Aurora is a home rule municipality, organized and existing under Article XX, Section 6 of the Colorado Constitution. Article XX Section 6 grants the City of Aurora and its citizens the right to self-government in matters of local affairs not preempted by the State legislature. The City Council shall have and shall exercise the powers, privileges and duties granted and conferred by the State Constitution, statute, or the Aurora City Charter. The City Council has the power to make and publish from time to time ordinances 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. See Section 2-32 Aurora City Code. The City Council has found and determined that amending Section 50-37 of the Aurora City Code that regulates the imposition of certain court surcharges fulfills these purposes. To this effect, the Aurora City Council has the power to amend subsection (a)(3) to approve a different inflation index. City Council shall act only by ordinance, resolution, or motion. All legislative enactments must be in the form of an ordinance; all actions, except as herein provided, may be in the form of Resolutions or motions. This is a change to the Aurora City Code and it requires legislative action, therefore it must be taken in the form of an ordinance. *See,* Article 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 SECTION 50-37 OF THE CITY CODE OF THE CITY OF AURORA, COLORADO, RELATING TO MUNICIPAL COURT SURCHARGES, AND OTHER 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 under Article XX Section 6 the Colorado Constitution, the City has authority over local matters; and

WHEREAS, the City established certain surcharge fees that are collected as part of the handling of court cases in the Aurora Municipal Court and those surcharge fees need to be updated in accordance with inflation; and

WHEREAS, currently the Aurora City Code establishes the Denver-Boulder-Greely Consumer Price Index as the appropriate metric to determine the percentage of inflation but said referred index is no longer published and the City would like to change it to the Denver-Aurora-Lakewood Consumer Price Index that reflects more accurately the appropriate metric to use for these purposes; and

WHEREAS, the City Council finds and determines that it is reasonable and appropriate to incorporate the changes described in this ordinance into the Aurora City Code.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO.

Section 1. That subsection (a) (3) of section 50-37 of the City Code of the City of Aurora is hereby amended and shall read as follows:

(3) *Inflation.* Commencing in 2019, on the January, 1 of each year, the surcharge fees levied and assessed pursuant to subsection (a) may be adjusted for inflation in accordance with the **Employment Cost Index.** ~~Denver- Boulder-Greely Consumer Price Index for All Urban Consumers~~.

Section 2. All ordinances or parts of ordinances of the City in conflict herewith are expressly repealed.

Section 3. Pursuant to Section 5-5 of the City Charter, the second publication of this ordinance shall be by reference, utilizing the ordinance title. Copies of this ordinance are available at the office of the City Clerk.

INTRODUCED, READ AND ORDERED PUBLISHED this ____ day of _____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

Hanosky Hernandez HK
_____
HANOSKY HERNANDEZ, Sr. Assistant City Attorney

CITY OF AURORA
Council Agenda Commentary

Item Title: Large Water Users (Ordinance)
Item Initiator: Sarah Young, Assistant General Manger of Planning and Engineering, Aurora Water
Staff Source/Legal Source: Sarah Young, Assistant General Manager of Planning and Engineering, Aurora Water / Ian Best, 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: 7/14/2025

Regular Meeting: 7/28/2025

2nd Regular Meeting (if applicable): 8/11/2025

Item requires a Public Hearing: ☐ Yes ☒ No

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

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

Sponsor: Steve Sundberg, Council Member
Sarah Young, Assistant General Manager of Planning and Engineering, Aurora Water / Ian Best, Assistant City Attorney

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

☐ Approve Item and Move Forward to Study Session

☒ Approve Item and Move Forward to Regular Meeting

☐ Information Only

☐ Approve Item as Proposed at Policy Committee

☐ Approve Item as Proposed at Study Session

☐ Approve Item as Proposed at Regular Meeting

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

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Water Policy

Policy Committee Date: 6/18/2025

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

☒ Recommends Approval ☐ Does Not Recommend Approval

☐ Forwarded Without Recommendation ☒ Minutes Not Available

☐ Minutes Attached

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

On June 18, 2025, the Water Policy Committee supported forwarding an Ordinance adding Section 138-161 of the City Code pertaining to Large Water Volume Service Requests within Aurora Water's service area boundary to the July 14, 2025 Study Session.

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

As a part of Aurora Water's continued commitment to water conservation, in 2023, Aurora Water added a Large Water User Guide (Guide) to its water design criteria manual. The Guide includes a matrix whereby water use for commercial and industrial sites is limited to between 500 and 3,000 gallons per acre per day depending on the recoverable water volume. Over the last couple of years, the Guide encouraged companies to investigate lower water use process alternatives (i.e. indirect evaporative cooling) and discouraged extraordinarily high water users from requesting service from Aurora Water. The protection against excessive water usage in our arid region will help ensure reliable service for current and future Aurora Water customers. To further enforce this Guide, Aurora Water requests that the information in the Guide be codified as section 138-161 of the Aurora City Code.

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 forwarding an Ordinance adding section 138-161 of the City Code pertaining to Large Water Volume Service Requests within Aurora Water's service area boundary forward to the July 28, 2025 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. (Aurora City Charter Section 5-1). (Best)

ORDINANCE NO. 2025- ____

A BILL

FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, ADDING SECTION 138-161 OF THE CITY CODE PERTAINING TO LARGE WATER VOLUME SERVICE REQUESTS WITHIN AURORA WATER'S SERVICE AREA BOUNDARY

WHEREAS, the City of Aurora, acting by and through its Utility Enterprise, Aurora Water, has an interest in developing criteria for evaluating proposed commercial and industrial water user flow rates within its service area boundary to ensure a sustainable water supply system for Aurora residents and businesses far into the future; and

WHEREAS, Aurora Water has developed criteria for evaluating large water use proposals within the City of Aurora using volumetric and non-recoverable use as the basis for its evaluation criteria; and

WHEREAS, higher than target water use places stressors on Aurora Water's supply and infrastructure and require Aurora Water to purchase additional water rights to meet expected demands on the system; and

WHEREAS, Aurora City Code section 138-154(a) makes Aurora Water the exclusive water service provider within the City of Aurora's jurisdictional boundary; and

WHEREAS, the intent of section 138-161 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 the City of Aurora.

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 138-161 which section reads as follows:

Sec. 138-161 – Large Water Volume Service

(1) Definitions. As used in this section 138-161 the following words and phrases shall have the meaning ascribed to them below:

(a) *Exemption* means an exemption granted by the General Manager in accordance with section 138-161(5).

(b) *Non-recoverable* means water that is used to extinction which cannot be recovered and reused for any beneficial use.

(c) *Recoverable* means water that can be recaptured in the Aurora Water wastewater collection system and reused for any beneficial use.

(d) *Volumetric use* means the water flow rate calculated on an average gallons used per acre per day basis (average gallons/acre/day). Volumetric use calculations may account for on-site reclaimed usage.

(2) This code section 138-161 applies to any development application that has not been approved at the time of enactment.

(3) Aurora Water shall apply the table below in evaluating all large volumetric requests for service, including but not limited to, any expansion of existing service:

		Consumptive Use			
		≤25%	26% - 50%	51% - 75%	76% - 100%
Water Use (Avg gal/acre/day)	≤600	Allowed - Low Volumetric Use Low Non-Recoverable	Allowed - Low Volumetric Use Low Non-Recoverable	Allowed - Low Volumetric Use/ Moderate Non-Recoverable	Discouraged – Low Volumetric Use/ High Non-Recoverable
	601-1,000	Allowed - Low Volumetric Use Low Non-Recoverable	Allowed - Low Volumetric Use Low Non-Recoverable	Allowed - Low Volumetric Use/ Moderate Non-Recoverable	Discouraged – Low Volumetric Use/ High Non-Recoverable
	1,001 - 2,000	Allowed - Average Volumetric Use/ Low Non-Recoverable	Allowed - Average Volumetric Use/ Low Non-Recoverable	Allowed - Average Volumetric Use/ Moderate Non-Recoverable	Discouraged – Low Volumetric Use/ High Non-Recoverable
	2,001 - 2,500	Allowed - Average Volumetric Use/ Low Non-Recoverable	Allowed - Average Volumetric Use/ Low Non-Recoverable	Allowed - Average Volumetric Use/ Moderate Non-Recoverable	Allowed Under Exemption Only
	2,501 - 3,000	Discouraged - High Volumetric Use/ Low Non-Recoverable	Discouraged - High Volumetric Use/ Low Non-Recoverable	Allowed Under Exemption Only	Prohibited
	3,001 - 3,500	Allowed Under Exemption Only	Allowed Under Exemption Only	Prohibited	Prohibited
	3,501+	Allowed Under Exemption Only	Prohibited	Prohibited	Prohibited

(4) Requested water service connections marked "Prohibited" in the table set forth in section 138-161(3) shall not be granted nor shall an exemption be allowed.

(5) The General Manager may consider an exemption request only after a demonstration of the requestors' overall ability to provide significant City benefit which substantially outweighs the additional water use.

(a) An exemption request must be in writing and provided to both the General Manager and City Manager.

(b) The written exemption request must be submitted prior to any site plan submittal.

(c) Any denial of an exemption request shall be in writing from the General Manager and must be provided no later than ninety (90) days after receipt of

the written exemption request. The General Manager's written decision may be appealed to the City Manager whose written decision shall be final.

(6) To the extent this section 138-161 conflicts with any other section of Aurora City Code, including but not limited to, Chapter 146 (the Unified Development Ordinance), this section shall control.

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 section 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 _____ day of _____, 2025.

PASSED AND ORDERED PUBLISHED this _____ day of _____, 2025.

_____
MIKE COFFMAN, Mayor

ATTEST:

_____
KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:
PETER SCHULTE, CITY ATTORNEY

Ian J Best RLA

By: IAN BEST, Assistant City Attorney

CITY OF AURORA
Council Agenda Commentary

Item Title: Unified Development Ordinance (UDO) Amendment for Setbacks and Easement Around Plugged Oil Wells (Ordinance)
Item Initiator: Jeffrey Moore, Manager, Energy and Environment Division
Staff Source/Legal Source: Jeffrey Moore, Manager, Energy and Environment Division / Dave Scott, Assistant City Attorney
Outside Speaker: NA
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: 6/23/2025

Regular Meeting: 7/14/2025

2nd Regular Meeting (if applicable): 7/28/2025

Item requires a Public Hearing: ☒ Yes ☐ No

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

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

Jeffrey Moore, Manager, Energy and Environment Division / Dave Scott, 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: Planning & Economic Development

Policy Committee Date: 5/14/2025

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

☒ Recommends Approval

☐ Does Not Recommend Approval

☐ Forwarded Without Recommendation

☐ Minutes Not Available

☐ Minutes Attached

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

This topic of setbacks around Plugged Wells was first discussed with City Council at a Study Session in July 2022. Council advised to study the topic, prepare documents, and bring back a solution. Research of comparable setbacks in other Colorado jurisdictions was performed. Because these setbacks will apply to land owners and developers, extensive engagement was performed with the development community, including an in-person roundtable in June 2024. We have made multiple changes to our strategy to adapt to the expectations of the development community to ensure the safety needs of the community are balanced with the efficient use of land. If approved, the ordinance will create a Setback Area around Plugged Wells and require a new easement granted to the City for staff to access the Setback Area for soil testing.

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

A Plugged Oil or Gas Well is a well that has completed production, had surface equipment removed, and had cement pumped into the well to seal it. Aurora currently has 68 plugged wells and will have more in the future as currently producing wells are plugged, and additional lands are annexed. Many Plugged Wells must be re-plugged to modern standards for a variety of reasons. Space must be preserved around Plugged Wells with no permanent structures so that a drilling rig and other equipment can be brought in to safely and properly complete the work. This ordinance will modify the UDO to create a Setback Area around Plugged Wells and create a required Easement to allow City Staff to access the area for routine soil testing.

FISCAL IMPACT

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

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

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

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

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

WORKLOAD IMPACT

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

QUESTIONS FOR COUNCIL

Does Council wish to support this ordinance to create setbacks around plugged oil and gas wells?

LEGAL COMMENTS

All applications to change the text of the Unified Development Ordinance must comply with the requirements of City Code Section 146-5.3, including at a minimum, approval by the Planning Director and public hearings before the Planning and Zoning Commission and the full City Council. (City Code Section 146-5.4.1.C.). City Council shall act only by ordinance, resolution or motion. All legislative enactments must be in the form of an ordinance; all actions, except as herein provided, may be in the form of Resolutions or motions. (Section 5-1 Aurora City Charter.) (Scott)

ORDINANCE NO. 2025- ____

A BILL

FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, AMENDING CHAPTER 135 OF THE CITY CODE AND ADDING SECTION 146-4.2.3(k) TO THE UNIFIED DEVELOPMENT ORDINANCE PERTAINING TO PLUGGED OIL AND GAS WELLS

WHEREAS, there are existing plugged and abandoned oil and gas wells within the City with the reasonable expectation that more oil and gas wells will be plugged and abandoned within the City in the future; and

WHEREAS, the City is experiencing rapid growth and development that includes residential, commercial, office, schools, and other land uses that will result in occupied structures; and

WHEREAS, the City, in consultation with the development community, has determined that it is in the best interest of public health, safety, welfare, and the environment, to require a minimum development setback from Plugged Wells to ensure adequate physical space surrounding Plugged Wells in the event the well needs to be re-plugged in the future; and

WHEREAS, the City, in consultation with the development community, has similarly determined that it is in the best interest of public health, safety, welfare, and the environment to include a permanent easement in all future developments where a Plugged Well is located allowing the City or its authorized contractors to access the setback area to assess the status of the Plugged Well and surrounding soils.

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

Section 1. That Section 135-1(f)(2) of the City Code of the City of Aurora, Colorado, is hereby amended by adding:

Plugged Oil and Gas Well: An Oil or Gas Well that has been permanently plugged and abandoned.

Reserve Pit: A pit or storage area dug in the ground and used to store drilling fluids for use in drilling operations or to contain exploration and production (E&P) waste generated during drilling operations and initial completion procedures, or as currently defined by the ECMC.

Section 2. That Chapter 146 of the City Code of the City of Aurora, Colorado, is hereby amended by adding a section, to be numbered 146-4.2.3(k), which section reads as follows:

Sec. 146-4.2.3(k) – Plugged Wells, Flowlines, and Reserve Pits.

(1) Intent and Authority.
This section is enacted to protect public health, safety, welfare, the environment, and wildlife resources. This section is authorized pursuant to the land use authority of the City.

(2) Applicability.
This section applies to certain Plugged Oil and Gas Wells (Plugged Well), Flowlines, and Reserve Pits, as those terms are defined in the City Code of Aurora at Section 135-1(f)(2), located within a planned, or active development in the City of Aurora.

(3) Locating and Assessing Plugged Wells.
(a) Prior to the submittal of a final plat or site-specific development plan, each Plugged Well shall be physically located (through excavation if necessary) and surveyed.
(b) The surveyed location of the Plugged Well shall be depicted on all site development plans and the final plat map.
(c) Prior to the submittal of a final plat or site-specific development plan, and prior to the issuance of a grading or building permit for a property containing a Plugged Well, the applicant shall require a registered engineer to review the history of each Plugged Well on and within one hundred feet (100') of the property and assess the current status, to determine whether the well was properly plugged and abandoned according to the most recent Colorado Energy and Carbon Management Commission (ECMC) regulations.
(d) The applicant shall submit to the City acceptable verification that the Plugged Well was remediated of hydrocarbon contamination to background levels or shall work with the City to ensure remediation of hydrocarbons, if necessary, to a level acceptable to the City.

(4) Locating and Assessing Reserve Pits.
Prior to issuance of a grading permit within a development containing a known Reserve Pit, the Reserve Pit shall be tested for expansive soils and the results submitted to the City. Reserve Pits containing expansive soils in locations proposed for buildings shall be subject to the provisions of City Code or other city regulations.

(5) Locating and Assessing Abandoned Flowline.

Prior to issuance of a grading permit within a development containing a Flowline, the history and condition of the Flowline shall be assessed. If the Flowline was properly abandoned according to ECMC rules, and if the Flowline will not conflict with the planned construction, it may be left in place. If the Flowline is removed, the fluids within the Flowline shall be recovered and properly disposed of. Any fluid loss as a result of removing the Flowline shall be reported to the City and shall be remediated at the City's direction, in compliance with current ECMC rules.

(6) Establishing a Plugged Well Setback Area.

(a) A site plan that contains a Plugged Well shall delineate a Setback Area around the Plugged Well on the site plan as defined herein, and the Developer shall grant a permanent easement to the City allowing City staff or City authorized contractors to enter the Setback Area at reasonable times to assess the Plugged Well and surrounding soils.

(b) The Setback Area shall be a minimum of twenty-two thousand five hundred square feet (22,500 ft^2, equal to an area 150 feet by 150 feet) in size.

(c) The minimum dimension of the Setback Area shall be one hundred feet (100') in any direction.

(d) There shall be access for ingress and egress to the Setback Area of a width of not less than twenty-four feet (24') to allow for the passage of equipment to access, maintain, and repair the Plugged Well or related abandoned Oil and Gas Facilities, as defined in City Code Chapter 135-1(f)(2). This access requirement can be satisfied by locating the Setback Area adjacent to a public road, trail, or other similar open space.

(e) When multiple Plugged Wells are in close proximity, the Setback Area shall be allowed to overlap around each well.

(f) If the Setback Area is within the boundaries of a Site Plan, the land within the Setback Area shall be credited toward park and open space land dedication requirements, if the area is in conformance with the PROS Dedication and Development Criteria Manual. The property must be deeded to, owned, and maintained by a non-city entity and available for public use. Title to the underlying property encumbered by a Setback Area is prohibited from being dedicated to the City as city-owned and maintained parks and open space, unless the City specifically requests such.

(7) Restrictions applicable to the Plugged Well Setback Area established in Sec. 146-4.2.3(k)(6).

(a) No permanent structures shall be constructed in the Setback Area. The provision does not restrict such things as playground equipment, etc.

(b) In no case shall a new building be located or constructed within fifty feet (50') of a Plugged Well.

(c) In no case shall a Residential Building Unit, school, or hospital be constructed within one hundred feet (100') of a Plugged Well.

(d) There shall be no above-ground utility facilities, public or private, installed within twenty-five feet (25') of a Plugged Well.

(e) There shall be no underground utility facilities, public or private, installed within twenty-five feet (25') of a Plugged Well unless the City Engineer approves the installation.

(8) Variances to Plugged Well Setback Area requirements.

Upon request by the applicant, the Director of the Planning and Business Development Department may approve, at the Director's sole discretion, a site-specific change in the size or shape of a Setback Area so long as the Setback Area remains sufficient to allow necessary equipment to access and re-plug the well if necessary in the future. All variances must remain protective of public health, safety, welfare, the environment, and wildlife.

(9) Exemption for Existing Structures.

If a structure has already been constructed on the date of implementation of this section, then that structure shall be exempted from the requirements of this section regardless of the proximity to a Plugged Well.

(10) Non-Emergency Plugged Well Re-plugging Notice.

If, based on the City's assessment of a Plugged Well, the City determines that a Plugged Well must be re-plugged in order to protect human health and the environment, the City will notify the property owner in writing. The City will also notify ECMC of the conditions of the Plugged Well. The City will include the basis for the determination, the specific action items that must be completed, and a date-certain for completion of the work. The City will work with the property owner on compliance in a reasonable manner. Failure to comply with the City's determination notice may result in the City initiating appropriate action to address the non-compliance.

11) Emergency Plugged Well Access.

In the event of an emergency resulting in an immediate threat to human health, property, or the environment, the City, State, or authorized contractor, may, without obtaining prior approval from the property owner, enter the Setback Area to conduct whatever actions are necessary to abate

such emergency situation. Examples of an emergency situation include, but are not limited to, uncontrolled hydrocarbons or gas emissions escaping the Plugged Well, significant and ongoing soil contamination from the Plugged Well, and other similar exceptional situations.

Section 3. 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 4 Pursuant to Article 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 _____ day of _____, 2025.

PASSED AND ORDERED PUBLISHED this _____ day of _____, 2025.

_____
MIKE COFFMAN, Mayor

ATTEST:

_____
KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

PETE SCHULTE, CITY ATTORNEY

RLA
David Scott
_____
BY: DAVE SCOTT, ASSISTANT CITY ATTORNEY

Setbacks Around Plugged Wells

Planning and Business
Development Department

Jeffrey S. Moore, P.G.
Manager, Energy & Environment Division

We steward access to the natural resources under our authority with integrity and respect for our people, businesses, and the environment.

Plugged Wells Summary

- 68 plugged wells in Aurora now
  - Hundreds more in the future
  - 45% have been replugged since 2020

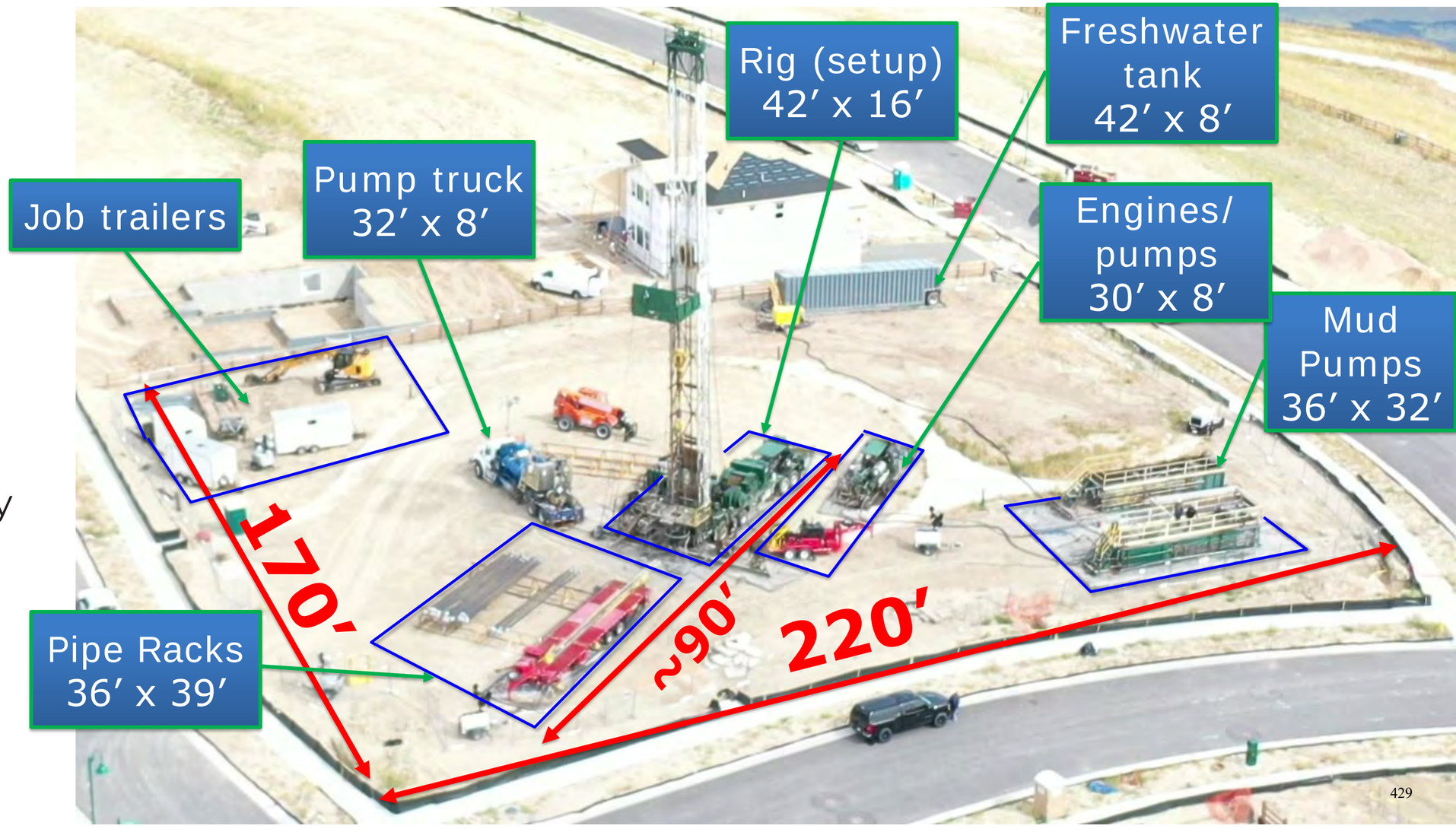
- Most wells will be replugged in the future
  - Stops leaks
  - Avoid risks
  - Protects aquifers
  - ECMC requires replugging of certain wells before drilling a new one within 1,500’





Space Needed to Access Plugged Wells

- Space is needed around plugged wells to bring in a drill rig and other equipment
- Surrounding jurisdictions already have setbacks in code
- Worked extensively with the development community on the specifics



Plugged Well Stakeholders

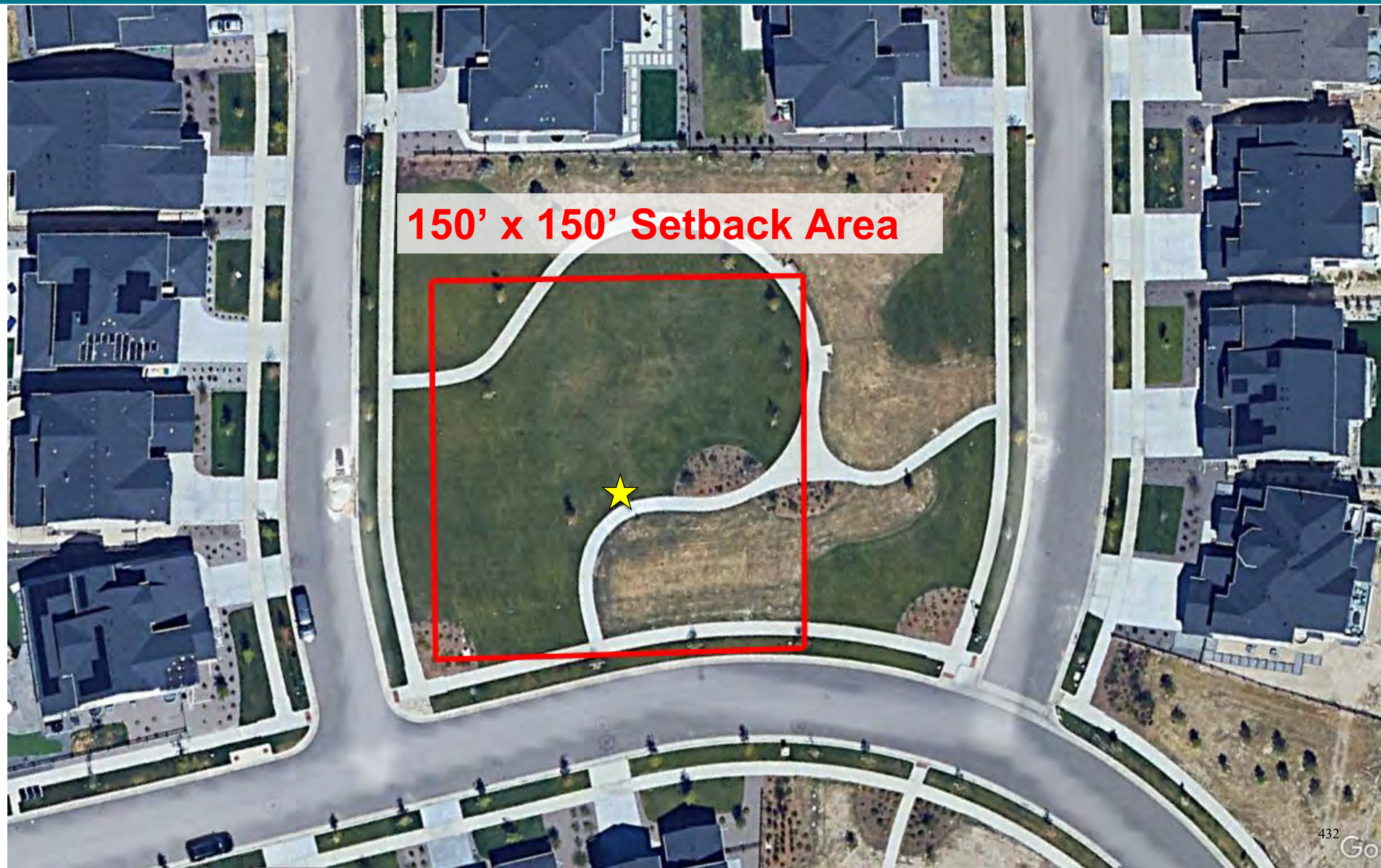
Feature:	Setback Area	Easement	Replugging Authorization
Applies to:	Land; Property Owner/Developers	Grantor: Property Owner Grantee: City	Operators / Authorized Rig Contractor
Goal:	Space around well with no structures inside	Limited Access to the Setback Area for soil testing, assessment of site conditions	Repair well or bring up to modern standards
Established by:	Adding setbacks to the UDO	Signed Easement document	ECMC Permit and agreement with surface owner
Main parameters:	Size: 150'x150' (22,500 square feet) No utilities within 25'. No buildings within 50'. No residences within 100'.	Permanent (runs with land). Applies only to surface.	Requires Operator to reclaim surface back to original state.
Benefits:	Space can be used for parks, open space, parking lot, etc.	City staff can access without further approval	Protects people and the environment by repairing leaking wells or preventing pollution

Changes Over Time

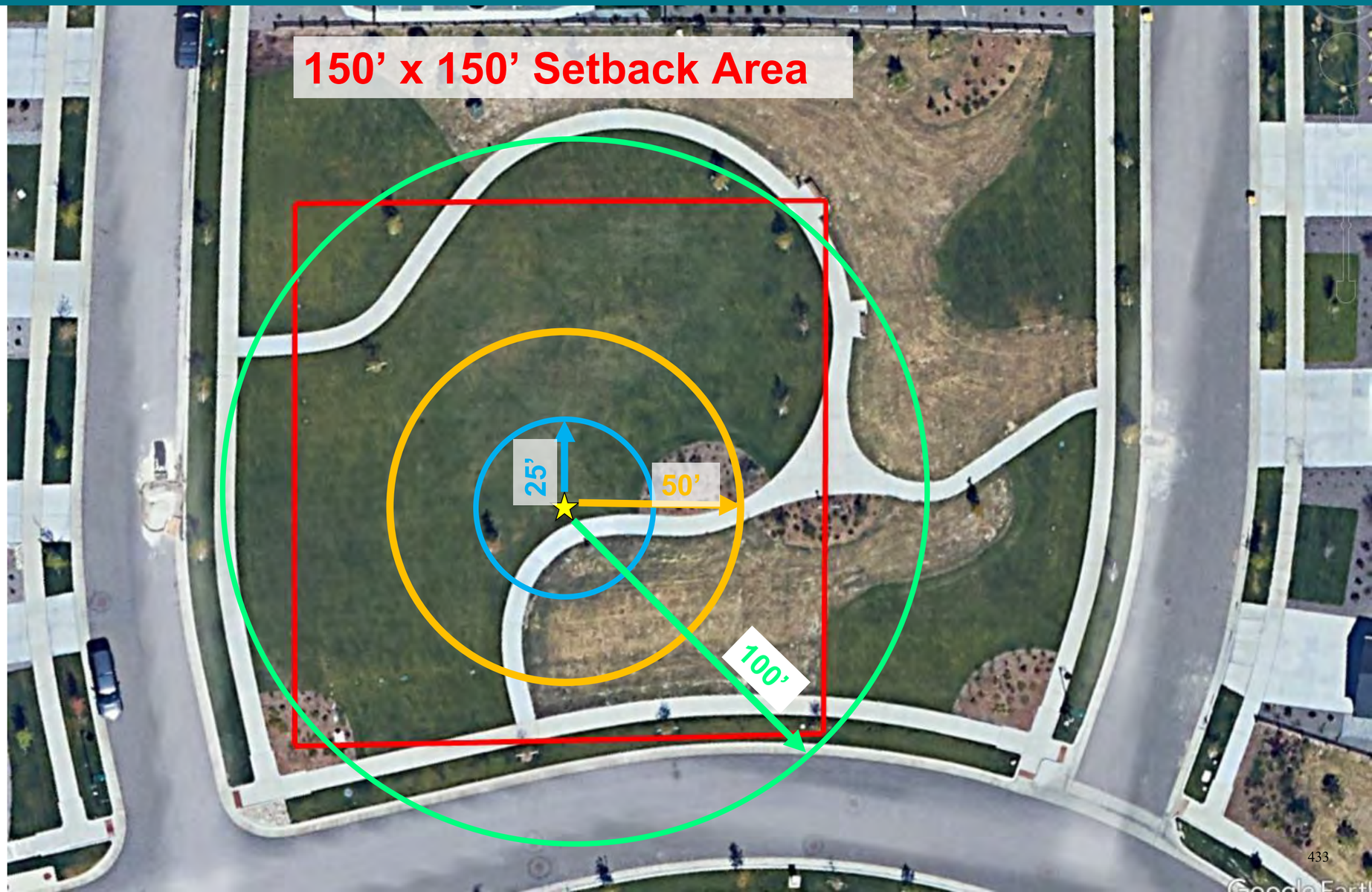
Topic:	Original	Current
Authority:	City had authority for most decisions	Shared between City, landowner, and ECMC
Size (feet):	200’ x 200’ (40,000 square feet)	150’ x 150’ (22,500 square feet)
Size (acres):	0.92	0.51
Method:	-Easement only. -Included setbacks and access for Operators to replug without landowner approval	-Setbacks in UDO. -Limited easement only to City. -Operator needs ECMC permit and landowner approval to access
Locating a Well:	Locate by excavation, and survey well	Same
Well Condition:	Determine condition of well and replug if leaking	-City and ECMC will determine condition. -ECMC will replug as an Orphan Well if needed.
Above-ground Utilities:	50’ setback	25’ setback
Below-ground Utilities:	25’ setback	25’ setback unless City Engineer approves a closer distance
Site Access:	Access to a public road (24’ width)	Same
Existing Structures:	Exempted	Same
Residential Setback:	100’	Same. Added schools and hospitals.

Setback Area Example

Example Setback Area at the HOA park surrounding the Medsker # 1-28 well



Setback Area Example



- Setback Area
- Utility Setback
- Building Setback
- Residence Setback

How can Setback Area be used?

RURAL

- Agricultural / livestock

URBAN

- Park*
- Open Space*
- Parking lot
- Detention Pond

*counts towards city requirements, if in compliance with PROS Manual



Proposed Timeline

- **April 17, 2025** **DRAB – Passed**
- **April 22, 2025** **Oil & Gas Advisory Committee - Approved**
- **May 14, 2025** **PED - Passed**
- **June 11, 2025** **Planning & Zoning Commission**
- **June 23, 2025** Study Session
- **July 14, 2025** City Council

Thank You!

Planning and Business
Development Department

PLANNING AND ECONOMIC DEVELOPMENT POLICY COMMITTEE MEETING MINUTES

Date: **May 14, 2025**
Time: **8:30 am**

Members Present	Chair: Council Member Francoise Bergan, Vice Chair: Council Member Curtis Gardner, Council Member Danielle Jurinsky
Others Present	Aja Tibbs, Alison Lueck, Ani Karabashian, Ariana Muca, Ashvina Patel, Becky Hogan, Bill Wichterman, Blake Fulenwider, Brad Pierce, Brandon Cammarata, Brenda Kenney, Brian Rulla, Brit Vigil, Bruce Dalton, Cathy DeWolf, Chad Argentar, Chance Horiuchi, Connor Bailey, Council Member Steve Sundberg, Crystal Vigil, Daniel Krzyzanowski, David Scott, Deborah Bickmire, Gayle Jetchick, Gregg Johnson, Jake Calegari, James Schireman, Jeannine Rustad, Jeffrey Moore, Jennifer Orozco, Jeremiah Fettig, Jose Rodriguez, Julie Patterson, Kelly Bish, Laura Perry, Leah Ramsey, Lena McClelland, Leticia Callanen, Maria Alvarez, Marisa Noble, Maurice Healy, Melissa Rogers, Michael Kerrigan, Mindy Parnes, Morgan Cullen, Morgan Jennings, Naomi Colwell, Rachel Allen, Robert Oliva, Sarah Wile, Sarah Woodson, Stacy Wasinger, Stephen E. Rodriguez, Steve Timms, Sunny Banka, Thomas Blevins, Tod Kuntzelman, Tom Oldenburg, Trevor Vaughn, Yuriy Gorlov

1. CALL TO ORDER

2. APPROVAL OF APRIL 9, 2025, DRAFT MINUTES–COUNCIL MEMBER BERGAN

2.a. The minutes were approved.

3. GENERAL BUSINESS

3.C. Ordinance Modifying the UDO Pertaining to a Setback Around Plugged Oil and Gas Wells

Summary of Issue and Discussion:

Jeffrey S. Moore, Manager Energy and Environment Division

Jeffrey Moore opened the presentation by introducing himself and stating that the purpose of the discussion was to present a proposed ordinance to amend Chapter 135 of the City Code and add Section 146-4.2.3(k) to the Unified Development Ordinance (UDO). The ordinance pertains to the regulation of setbacks around plugged oil and gas wells within the City of Aurora.

J. Moore explained that Aurora currently has 68 plugged wells, which is expected to grow substantially in the coming decades as active wells reach the end of their production life. Roughly half of the city's current plugged wells have been replugged since 2020. The replugging process is essential to prevent leaks, protect underground aquifers, which are critical to Aurora's water supply, and comply with state regulations that require replugging in specific proximity scenarios.

He clarified that these regulations would apply to surface owners and future developers, not to oil and gas operators. Over the past year, the city has worked closely with the development community to reach a consensus on regulations allowing space for replugging operations while minimizing disruption to property owners.

J. Moore outlined a proposed three-pronged regulatory framework. The first component is the setback area, requiring a 150-foot by 150-foot (22,500 square feet) buffer surrounding each plugged well where no structures may be built. Utilities would be prohibited within 25 feet, buildings within 50 feet, and residential structures within 100 feet. However, this space could still be used for parks, open space, or parking, as long as such uses conform to the city's PROS manual.

The second component is the establishment of a permanent, limited easement granted to city staff to allow for annual, non-invasive soil testing. These easements would be similar in function to avigation easements and would apply only to the land's surface, ensuring environmental monitoring without interfering with development.

The third and final component is the replugging authorization process. Only licensed operators with valid state permits and a surface use agreement with the property owner can replug wells. This condition was added to ensure that property owners retain control over activity on their land while maintaining alignment with state regulatory standards.

J. Moore reviewed the key changes made during the collaborative development process. The setback area was initially proposed at 200 by 200 feet, but has been reduced to 150 by 150 feet. The easement scope was narrowed to limit access exclusively to city staff for monitoring purposes. He also described changes that shifted decision-making authority from the city to a shared structure involving the city, landowners, and the state. Utility setback standards were modified to provide greater flexibility, and the process for locating and surveying plugged wells was refined.

He provided visual examples from the Medsker well at park in Southshore, demonstrating how setback areas would appear on-site and how the space could be integrated into a development without significant land loss. He noted that such space could support passive uses like green space or parking in urban areas.

J. Moore addressed several clarifying questions developers had submitted after the finalized agenda item. These included eliminating reference to a 175-foot by 175-foot option in the draft ordinance and allowing for irregular shapes as long as the area totals 22,500 square feet. He also explained how the Planning Director would evaluate variance requests using criteria drawn from the city's Oil and Gas Manual. He reiterated that such decisions could be appealed to the City Council. Additional revisions include extending the 100-foot residential setback to apply to schools and hospitals and clarifying that overlapping setback areas are permissible for well sites with multiple plugged wells.

He concluded by stating that any measurable presence of methane would be considered a leak requiring remediation, and that the city was committed to working with the state's orphan well program if needed. He outlined the ordinance's next steps, including a presentation to the Joint Task Force, Planning and Zoning Commission, and ultimately, the City Council. He emphasized the ordinance's importance in preparing Aurora for future replugging needs and ensuring long-term land use compatibility.

- Chair Bergan thanked J. Moore for his presentation and opened the floor for questions.
- CM Gardner began by asking for clarification regarding the spatial requirements on one of the slides. He noted that if a residential setback of 100 feet in all directions is required, the affected area would exceed the 150 by 150-foot standard setback and asked whether this larger area would become mandatory.
- J. Moore responded that while the 150-foot by 150-foot setback defines the formal area around the well, a separate 100-foot radius applies specifically to residential structures, schools, and hospitals. He explained that these separate distances are in place to meet state safety regulations, particularly those requiring a safe fall radius of tall drilling rigs. He said developers can design site layouts around these constraints, and the city works with them early to flag affected parcels and review development plans accordingly.
- J. Rustad added clarification, explaining that the 150-foot by 150-foot area is intended for staging and access during replugging activities, while the 100-foot radius serves as a safety buffer. She stated that the dual distances help distinguish between operational and safety needs.
- CM Gardner acknowledged the explanation and said he wanted to ensure the regulations did not unnecessarily reduce developable land. He noted that many of the wells subject to these regulations would be replugged far in the future and urged the city to consider the long-term impact on tax-generating development, particularly in northeast Aurora. He appreciated the tiered approach that distinguishes between residential and commercial structures.

He then asked how Aurora's approach compares with those of other jurisdictions.

- J. Moore responded with a summary of comparable regulations. Garfield County, on the Western Slope, uses a 25-foot radius. Adams County and Broomfield use 50-by-100-foot setbacks. Weld County uses a 50-foot radius, while Arapahoe County recently adopted a much larger 4.5-acre requirement. He stated that Aurora's proposed standard of approximately half an acre positions the city in the middle of the spectrum, balancing safety with developability.
- CM Gardner expressed concern that Aurora's setback exceeds those in jurisdictions known for strict oil and gas regulations, such as Broomfield. He reiterated his support for public safety but urged caution in placing unnecessary limitations on land use, particularly when the probability of re-accessing newly plugged wells remains low. He closed by again expressing appreciation for the staff's collaboration with the development community and efforts to make the policy practical.
- J. Moore acknowledged the concern and cited a recent example from Aurora in which a well drilled initially in the 1980s was plugged, replugged in 2020, and then required replugging again in the current year. He emphasized that while re-entry is rare, it is not hypothetical. He presented commercial development examples, such as Denali Logistics and the Sun Empire area, where developers successfully integrated plugged wells into site designs by building parking lots around them. He noted that there was no loss of developable land in those instances.
- CM Gardner agreed and reiterated his earlier point that while the likelihood of re-entry may be low, it should not be dismissed. He again thanked staff for their diligence and stakeholder engagement.
- Chair Bergan asked CM Jurinsky if she had any additional questions.
- CM Jurinsky said she had no questions and thanked J. Moore for the presentation.
- Chair Bergan also appreciated J. Moore's work with the development community. She noted that the initial proposal had raised concerns and was glad to see that the Joint Task Force (JTF) had addressed those concerns through collaboration and further review. She asked whether the annual inspections required by the ordinance would increase the city's workload.
- J. Moore responded that the city already conducts non-invasive inspections of well sites using handheld meters to detect hydrocarbon levels. These inspections are part of the city's existing workflow and would not require additional staffing or operational changes. He clarified that the state only conducts inspections if a known issue is reported, but the city can coordinate with state agencies if any concerns arise from local monitoring.
- Chair Bergan thanked J. Moore for the clarification and commended the thoughtful and forward-looking nature of the ordinance. She then asked committee members whether they supported moving the item forward.
- CM Gardner and Chair Bergan both voiced their approval. CM Jurinsky also confirmed her support.

Outcome:
Council Members approved this item to move forward.

Follow-up Action:
Staff will add this item to the June 11, 2025, Planning & Zoning Commission meeting agenda.

City of Aurora Colorado
15151 E Alameda Pkwy Suite 2300
Aurora Colorado 80012

PLUGGED WELL ASSESSMENT EASEMENT

THIS PLUGGED WELL ASSESSMENT EASEMENT ("Easement") is conveyed as of the _____ day of_____, 20_____ (the "Effective Date"), by the OWNER ("Grantor") unto the CITY OF AURORA, COLORADO, a 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, its contractors, subcontractors, successors, and assigns, (hereinafter referred to as "Grantee"), a non-exclusive, perpetual Easement for the purposes of Plugged Well assessment activities as more fully defined herein over that property located in _____ County ("The Property") and being more particularly described and depicted in "Exhibit A" (attached hereto and made a part hereof), hereinafter referred to as the "Plugged Well Setback Area." Grantor and Grantee may be referred to herein individually as a "Party" or collectively as the "Parties."

RECITAL:

The Property contains a plugged oil and gas well ("Plugged Well"). The area within The Property that is subject to the terms of this Easement is depicted on Exhibit A as the Plugged Well Setback Area.

EASEMENT TERMS:

NOW, THEREFORE, for and in consideration of the foregoing recitals and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged by the Parties, Grantor and Grantee agree as follows:

1. GRANT OF EASEMENT. Grantor does hereby convey, grant, establish, and create for the benefit of Grantee, its contractors, subcontractors, successors, and assigns, the right to access the surface and subsurface of the Plugged Well Setback Area, as well as public roads and other rights-of-way, for exercising the rights granted herein, including the right of ingress to and egress from the Plugged Well Setback Area, for the purpose of, as determined solely by the Grantee, inspecting, assessing, and any other activity reasonably necessary to exercise the rights herein granted, the Plugged Well(s) located within the Plugged Well Setback Area. Any of Grantee's activities will be conducted in a manner consistent with current industry standards and state regulations in order to protect human health and the environment. Further, Grantee and its contractors, subcontractors, successors, and assigns are provided the right by Grantor to temporarily move or remove objects or structures within the Plugged Well Setback Area that interfere with, or that may endanger those who are conducting, any activities authorized by this easement. Whether an object is to be moved or removed will be determined by the Grantee in its reasonable discretion and without liability or expense to the Grantee.

2. MAINTENANCE. The surface of the Plugged Well Setback Area is to be continuously maintained by Grantor at no cost to Grantee. Grantor maintains responsibility and liability for the Plugged Well Setback Area at all times, except as may be enumerated in this Easement. The Grantee has no obligation to, and will not be required to, maintain, operate, or otherwise take fee simple ownership of the Plugged Well Setback Area, unless separately agreed to by Grantee or required by law.

3. EASEMENT TO RUN WITH THE LAND. The covenants and agreements made herein shall run with the land and shall be binding upon Grantor and its successors and assigns.

4. CAUSE OF ACTION. It is understood and agreed that Grantor and Grantor's successors and assigns shall have no right or cause of action, either in law or in equity, for damages or injury to any person or property arising out of or resulting directly or indirectly from the assessment of a Plugged Well, or for damages or injury to any person or property resulting from any noise or nuisance of any kind or description resulting, directly or indirectly, from assessment of a Plugged Well.

5. GOVERNMENTAL IMMUNITY. Nothing herein shall be construed to be a waiver of the governmental immunity afforded to the Grantee or any other governmental entity by virtue of the Colorado Governmental Immunity Act, Section 24-10-101, *et seq.*, C.R.S., as amended.

6. TERMINATION. This easement is perpetual in nature and will not be considered abandoned at any point. However, it may be terminated if agreed to in writing by the Grantee.

[SIGNATURE BLOCKS TO FOLLOW]

8. General Business

8a. UNIFIED DEVELOPMENT ORDINANCE AMENDMENT – SETBACKS AND EASEMENT AROUND PLUGGED WELLS

The proposed Unified Development Ordinance (UDO) amendment creates setbacks around plugged oil and gas wells to provide space with no permanent buildings for future access to the wells for maintenance. It also creates a limited easement for city staff to access the area and perform a non-invasive soil test.

This topic of setbacks around Plugged Wells was first discussed with City Council at a Study Session in July 2022. Council advised to study the topic, prepare documents, and bring back a solution. Research of comparable setbacks in other Colorado jurisdictions was performed. Because these setbacks will apply to landowners and developers, extensive engagement was performed with the development community, including an in-person roundtable in June 2024. Staff have made multiple changes to our strategy to adapt to the expectations of the development community to ensure the safety needs of the community are balanced with the efficient use of land. If approved, the ordinance amendment will create a Setback Area around Plugged Wells, and require a new easement granted to the City for staff to access the Setback Area for soil testing.

Legal Notice appeared in the Aurora Sentinel on May 29, 2025.

Testimony Given at the Hearing:

Jeffrey Moore, Energy and Environment Manager, gave a presentation of the item, including the staff recommendation.

Commissioner Bush asked staff to clarify the requirements for owners to notify buyers of their properties during sale that there is a plugged well on the site.

J. Moore noted that there is not a noticing requirement within this ordinance. However, J. Moore indicated that, as part of site planning, notification of plugged well is required. Having this information on the site plan is the primary form of notifying from owner to owner. J. Moore indicated that site plans are also recorded at the county level. Information was provided on how staff engages with developers during the development process to discuss any impacts on oil and gas operations.

Commissioner Bush commented that the ordinance addresses new construction. There may be existing construction near a plugged wells. Commissioner Bush questioned, if something were to happen to an existing construction near a plugged well, what are the legal ramifications if noticing did not occur during transfer of ownership.

J. Moore deferred to the City Attorney for comment.

David Scott, Assistant City Attorney, confirmed that this ordinance is applicable to only future developments not past developments. The legal concerns raised would not be addressed by this ordinance.

Chair Walls commented that staff provided a draft plug well assessment easement with their report to the commission. The easement notes plugged wells adjacent to existing development. Chair Walls asked staff to confirm that this easement will be recorded at the county level as well as the site plan.

D. Scott confirmed that both would be recorded.

Chair Walls then stated that any title search with the county will convey this information.

D. Scott replied that was correct.

Commissioner Banka agreed with D. Scott that such documents are recorded and will be accessible to public search. Commissioner Banka stated that often buyers do not read this information, and sellers are only required to disclose information that they are aware of. Commissioner Banka stressed that it is uncommon in real estate for a seller to disclose a plugged well.

Commissioner Hogan asked staff for the depth of the plugged wells.

J. Moore stated that the depth of most wells in Aurora is 8,000 feet below the surface. J. Moore indicated that some wells that were drilled 100 years ago are not as deep. Those are around 1,000 feet deep.

Commissioner Hogan asked for the depth of the top of the well.

J. Moore responded that the standard is five feet below grade.

Commissioner Hogan asked if the ordinance specifies that the minimum is five feet.

J. Moore indicated that the ordinance does not dictate that particular level of operation. Instead, issues of depth are address by the State of Colorado during state permitting. It is under the state's authority to regulate depth.

There was no public comment.

Planning Commission Results
AGENDA ITEM 8a – UNIFIED DEVELOPMENT ORDINANCE AMENDMENT
A MOTION WAS MADE BY COMMISSIONER BUSH AND SECONDED BY COMMISSIONER BANKA.

MOVE TO RECOMMEND THE AURORA CITY COUNCIL OF THE ORDINANCE AMENDMENT TO THE UNIFIED DEVELOPMENT ORDINANCE TO CREATE SETBACKS AROUND PLUGGED OIL AND GAS WELLS BECAUSE THE PROPOSAL WILL ASSIST IN PROTECTING PUBLIC HEALTH, SAFETY, WELFARE, THE

ENVIRONMENT, AND WILDLIFE RESOURCES. THE PROPOSAL WILL ALSO PREPARE THE CITY FOR THE FUTURE IN CASE ANY OIL AND GAS WELL MUST BE RE-ENTERED FOR MAINTENANCE OR BE REPLUGGED DUE TO LEAKAGE OR TO BE IN COMPLIANCE WITH STATE ENERGY & CARBON MANAGEMENT COMMISSION (ECMC) RULES.

Further Discussion:
No further discussion occurred.

General discussion ensued. Chair Walls requested that the minutes reflect during discussion comments raised by the commission during staff presentation.

Commissioner Bush commented that the ordinance addresses only future developments, not existing developments. Concerns were raised regarding buyer/seller notifications of plugged wells.

Commissioner Banka commented that during property sales it is uncommon for noticing of plugged wells to occur. Commissioner Banka stressed that though this information is recorded with the county, it is uncommon for buyers/sellers to review this.

Commissioner Hogan questioned under whose authority it is to regulate the depth of the top of a well. Concerns were raised regarding ensuring safety.

MOTION PASSED UNANIMOUSLY

CITY OF AURORA
Council Agenda Commentary

Item Title: QuikTrip 4263 Conditional Use Appeal
Item Initiator: James Schireman, Planner I, Planning and Business Development
Staff Source/Legal Source: James Schireman, Planner I, Planning and Business Development / Lena McClelland, Assistant City Attorney
Outside Speaker: Foster Graham Milstein & Calisher, LLP – Agent
Strategic Outcome: Economically Strong: Building a conducive development climate, a diverse mix of industries and housing options, and fostering economic growth so that our community thrives and remains resilient.

COUNCIL MEETING DATES:

Study Session: N/A

Regular Meeting: 5/5/2025

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

Item requires a Public Hearing: ☒ Yes ☐ No

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

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

A PUBLIC HEARING AND CONSIDERATION WITHOUT RELATED ORDINANCE TO CONSIDER AN APPEAL BY THE APPLICANT REGARDING THE PLANNING AND ZONING COMISSION DECISION OF DENIAL FOR THE QUIKTRIP 4263 SITE PLAN AND CONDITIONAL USE
James Schireman, Planner I, Planning and Business Development / Lena McClelland, Assistant City Attorney

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

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

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Planning and Zoning Commission

Policy Committee Date: 2/12/2025

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

☐ Recommends Approval

☒ Does Not Recommend Approval

☐ Forwarded Without Recommendation

☐ Minutes Not Available

☒ Minutes Attached

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

The Planning and Zoning Commission, on February 12, 2025, reviewed the applicant's request for a site plan and a conditional use for a QuikTrip motor vehicle refueling station in the Mixed-Use Corridor (MU-C) zoning district at 2580 S. Havana Street. The motion to approve the conditional use failed by a vote of 1 in favor and 5 against. By denying the conditional use, the Planning Commission deemed the site plan denied by extension and a moot point for further discussion. The Planning Commission Staff Report with Exhibits, the Planning Commission Result Letter, and the applicant's appeal have been attached for reference (Exhibits E, G and H).

At the February hearing, James Schireman, Staff Planner, presented the Quiktrip 4263 Site Plan and Conditional Use with a recommendation for its approval. Staff affirmed that the application remained in compliance with both the conditional use approval criteria in section 146-5.3.13.A, as well as the site plan criteria found in section 146-5.4.3.B.2. Following the staff presentation, several members of the public raised concerns regarding the significant amount of gas stations already existing in the area, with Chair Walls affirming this opinion by noting 11 gas stations existing within one mile of the site. Overall, the Commission found the proposed additional gas station would not appropriately mitigate the adverse impacts of the use, and subsequently voted to deny the conditional use. With the conditional use denied, the Planning Commission found the site plan use related criteria impossible to satisfy, and deemed the site plan denied by extension.

An appeal of the Planning Commission decision was filed by the applicant's agent, Foster Graham Milstein & Calisher, on February 21, 2025, in accordance with section 146-5.3.13.A. The appellant contends that the Quiktrip 4263 complies with both the Conditional Use approval criteria outlined in Section 146-5.4.3.A.3 and the Site Plan criteria found in section 146-5.4.3.B.2. Furthermore, the appellant asserts that the Planning Commission did not apply the Conditional Use criteria correctly when rendering their decision to deny. The complete appellant letter of introduction and accompanying documents are provided for your reference (Exhibits B, C and D).

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

The applicant’s agent, on behalf of the QuikTrip Corporation, requests approval of a Site Plan application and Conditional Use permit for a convenience store and fueling station in the triangular shopping center bound by S. Parker Road and S. Havana Street. The subject property is located entirely within an MU-C zone district and is bordered by adjacent MU-C zoning to the north and south, with a small pocket of MU-OI zoning to the east. A park managed by the City of Denver is located to the West across Havana Street. The proposed Quiktrip is located on a parcel that contains a multi-tenant commercial center, which will remain, while the now closed Sam’s Diner restaurant in the Northwest corner is proposed to be demolished and replaced with the proposed Quiktrip use. Specifically, the proposed QuikTrip will include an approximately 5,312-square-foot single-story convenience store and a 9-pump traditional vehicle fueling station with a canopy. The fueling station, convenience store, and associated parking will occupy 1.288 acres of the overall 4.834 Acre site. No separate diesel canopy is proposed.

The proposed convenience store building will be constructed primarily of masonry brick, will include glazing on all elevations, and features accents of aluminum and stucco. Vehicular access to the site will be provided through existing access points off S. Parker Road and S Havana Street. The proposed site plan design meets all applicable requirements and ensures that all potential negative impacts are mitigated and that the proposed use's size, scale, height, density, and traffic impacts are compatible with existing nearby development.

The proposed fueling station will operate 24 hours a day, 7 days a week. The facility will employ approximately 22 people, with 4 employees working per shift and 3 shifts per day. Due to being located along a primary commuter corridor, the location expects peak visitation during the morning and evening rush-hour, specifically 6am-9am and 4pm-6pm.

Exhibits:

Exhibit A – Vicinity Map
Exhibit B – Introduction letter and Operations Plan
Exhibit C – Site Plan
Exhibit D – Conditional Use Response
Exhibit E – 1483-03 PC Staff Report
Exhibit F – 2-12 PC Presentation Quiktrip 4263
Exhibit G – 2-12 PC Meeting Minutes
Exhibit H – Appeal Letter
Exhibit I – Appeal Presentation

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 uphold, modify, or overturn the decision of the Planning and Zoning Commission?

LEGAL COMMENTS

Unless otherwise specified by the UDO, any decision of the Planning and Zoning Commission may be appealed to the City Council. Appeals may be submitted by an affected applicant or by the owner of a property that is adjacent to the property that was the subject of the application. The notice of appeal must be filed with the City Manager within 10 calendar days after the decision, and shall specifically state the Section or the City regulation that has not been applied correctly. (UDO §146-5.3.13.A.1) City Council shall schedule a public hearing according to the procedures described in UDO §146-5.3.8 (Public Hearings). City Council shall review the appeal based on the standards and criteria in the UDO and the record of decision and shall act to uphold, modify, or overturn the decision as necessary to bring the decision into compliance with the standards and criteria of the UDO. (UDO §146-5.3.13.A.2)

Criteria for Approval of a Conditional Use. A conditional use shall be approved only if the Planning and Zoning Commission determines that

(a) the application complies with the applicable standards in the UDO, other adopted City regulations (including but not limited to any use-specific standards for the proposed condition use in Section 146-3.3), any approved Master Plan that includes the property, and any conditions specifically applied to development of the property by the Planning and Zoning Commission or City Council in a prior decision affecting the property;

(b) the application is consistent with the Comprehensive Plan;

(c) the size, scale, height, density, multi-modal traffic impacts, and hours of operation of the proposed use are compatible with existing and planned uses in the surrounding area;

(d) the proposed use will not change the predominant character of the surrounding area;

(e) the City's existing infrastructure and public improvements, including but not limited to its street, trail, and sidewalk systems, have adequate capacity to serve the proposed development, and any burdens on those systems have been mitigated to the degree practicable;

(f) the application demonstrates that the proposed use will not create significant dislocations of tenants or occupants of the property, or that any impacts are outweighed by other public benefits or progress toward other Comprehensive Plan goals that would be achieved by approval of the application; and

(g) the application mitigates any adverse impacts on the surrounding area to the degree practicable. (UDO §146-5.4.3.A.3). (McClelland)



Planning and Business Development

15151 E. Alameda Parkway
Aurora CO 80012 USA
AuroraGov.org
303.739.7250
GIS@auroragov.org

Miles 0 0.0375 0.075

City of Aurora, Colorado

QuikTrip 4263
Site Plan and Conditional Use

Case Number: 2000-6044-07
Development Application: #1483-03

2/5/2025 I:\GIS\ArcGIS_Pro_Projects\Planning\Development Review\Data Services\VicinityMap_Pro\VicinityMap_Pro_Arial.aprx

June 4, 2024

City of Aurora
Office of Development Assistance
15151 E. Alameda Parkway, Suite 5200
Aurora, CO 80012

Re: ***Site Plan Letter of Intent***
QuikTrip 4263
Parker Road and Havana Street, Aurora, Colorado

To Whom It May Concern,

Kimley-Horn and Associates, Inc. is pleased to be submitting the Site Plan Package for the above-referenced project on behalf of QuikTrip Corporation (the "Site Developer"). General project information and anticipated scope of work related to the site improvements is further summarized below.

General Project Information

The Site is located on Parker Road, situated in the southwest quarter of Section 26, Township 4 South, Range 67 West of the 6th Principal Meridian, City of Aurora, County of Arapahoe, State of Colorado.

The Site lies within a portion of an existing developed lot, with a Burger King to the north, and surrounded by mixed uses to the south such as Epic Mountain Gear and Advance Auto Parts with associated sidewalks, pavement, and parking. The total existing lot contains a total of ±4.834 acres, however the proposed improvements anticipate impacting approximately ±2.07 acres of the total site.

The proposed improvements consist of the demolition of the existing structure on the northern portion of the site to develop a new convenience store and gas station.

Stormwater

Runoff developed on-site will be collected in private roof and storm drain systems and will be conveyed to a new below grade detention and water quality system for treatment and attenuation prior to being released to the existing storms ewer system in Havana Street. Refer to the Preliminary Drainage Report for more detailed information and analysis.

Site Access

The site access will be via the existing full movement points of access on Havana Street and Parker Road. The northern cross access point to the adjacent lot is proposed to be closed as part of this development. This has been coordinated with the property owner and is not anticipated to impact either lot, as the cross access is currently blocked with barriers in the existing condition.

Utilities

There is an existing 2-inch water meter along Parker Road, which is being investigated to understand if the meter can be reused and is appropriate for the site development. If the existing meter will not be reused, a modified tap size in the existing location will be proposed.

There is an existing sanitary sewer main along Havana Street which is anticipated to serve the site. Additionally, there is an existing sanitary sewer service through the site to the east appearing to serve Lot 1 of the Parker Exchange Subdivision. This sanitary sewer is planned to remain in place.

Electric, cable, and telephone services are anticipated to be included as part of this Project and will meet service load requirements of the Project. The appropriate utility service providers will be contacted for design and necessary service extensions, facilities, and easements for the new buildings. Coordination with Xcel regarding the demolition and connection to the existing power is ongoing. No new gas lines are proposed with the project.

Landscape

Landscaping and irrigation will be proposed along the property boundary and throughout the Project meeting the City of Aurora requirements.

Consistent with the Subarea Plan for this region, new detached sidewalks with landscape tree lawns are proposed as part of this development.

Signage

Signage for the Project will be provided per the City Code. Allowable signage for the Site will be coordinated with the City. It is anticipated the existing monument sign along Parker Road will be relocated to the new back of curb. The existing monument sign along Havana Street is currently planned to remain in place.

QuikTrip Operations Plan

The convenience store with fuel sales will be open 24hrs per day. Each location employs an average of 22 people, 4 employees per shift, 3 shifts per day. The peak visitation to the site correlates with normal business travel hours. In the morning from 6am-9am as people are heading to work, from 11am to 1pm as people are searching out lunch options, then from 4pm to 6pm when people are on their way home from work. The number of customers during these peak hours is directly dependent on the number of residents within the immediate area and traffic that currently uses the adjacent roadway system.

All deliveries will be scheduled during daytime hours so as to not have an adverse effect on the neighboring properties, there will not be any outdoor storage of materials, and there are no hazardous materials stored on site.

Conditional Use Criteria

It is understood that a gas station and convenience store is a Conditional Use under the current MU-C zoning designation. Below is a summary of the eight (8) conditional use criteria and descriptions of how the proposed site plan demonstrates compliance with the criteria.

1. The compatibility of the proposed use with existing and planned uses on abutting properties.
    - *Response: The proposed development is compatible and consistent with the adjacent rights-of-way, commercial and industrial uses surrounding the site.*
      The convenience store will offer the surrounding neighborhoods a new option for high quality to-go food as the store is equipped with a full-service kitchen preparing grab-and-go meals, coffee and drinks.

2. Any increase in density or intensity of the proposed use that will affect the compatibility of the use with existing and planned uses in the surrounding area
   - *Response: The proposed convenience store and fuel station will not negatively impact the density in this area and will actively serve the community. The convenience provided with the QuikTrip store will serve as a local community amenity offering high quality to-go food. The proposed site will also provide pedestrian amenities such as sidewalks/paths and outdoor seating areas around the building. .*

3. The proposed use will not change the predominant character of the surrounding area.
   - *Response: The zoning for the proposed site and surrounding properties is Mixed Use Corridor as noted previously.*

4. The ability to mitigate adverse and undesirable impacts to the surrounding area, including but not limited to visual impacts, air emissions, noise, vibrations, glare, heat odors, water pollution, electromagnetic interference, and other nuisance effects;
   - *Response: Visually, the proposed development will be partially screened with landscaping and amenities from view of the adjacent ROW utilizing tree lawns and decorative landscaping.*
     The convenience store will have food/store deliveries as needed on a Monday through Friday daytime delivery schedule. Fuel delivery will occur as needed based on sales as replenishment is needed, these deliveries are anticipated to occur during daytime non-peak hours whenever possible to limit the possible vehicle congestion on the site. Even with these deliveries and other customer trips to the convenience store, a large amount of noise will not be generated.
     Parking is not proposed at abut Tower Road, mitigating negative glare and visual impact along the primary road corridor.
     Consistent with the city standards, stormwater quality treatment for runoff is proposed on-site to improve water quality and mitigate water pollution. All of the underground fuel storage tanks are equipped with state of the art real-time leak detection systems.

5. Amount of traffic generated and capacity and design of roadways to handle anticipated traffic;
   - *Response: This project includes a Traffic Impact Study. This Traffic Study outlines the proposed QuikTrip Conditional Use development. As part of the TIS, a 16 fueling position gas station with 5,312 SF convenience store was accessed for the overall development. Access to the project site from the adjacent rights-of-way are consistent with the TIS recommendations for access movements. With the addition of the project and improvements, all intersections are expected to operate in the near term acceptably during both the AM Peak Hour and the PM Peak Hour in the current configurations.*

6. The effect on infrastructure including water, wastewater, stormwater, utilities, and streets;
   - *Response: The proposed QuikTrip site is not anticipated to negatively impact the existing utilities or adjacent roadways. Consistent with the existing commercial development, the existing water, sanitary and storm sewer system has adequate capacity to serve the project site and proposed use. Consistent with the Traffic Impact Study, the adjacent roadways are adequate for the anticipated traffic demands.*

7. The incorporation and integration of architectural and landscape features to mitigate impacts from the proposed use
    - *Response: QuikTrip is committed to providing a high level of architecture design for both the proposed Convenience Store and Fuel Canopy, both structures will be compliant with the City UDO. The proposed landscaping on the QT is consistent with the City UDO and provides new detached sidewalks with tree lawns and a plaza area west of the building.*

8. The city council, planning commission, or planning director are authorized to consider the past performance of an applicant in their consideration of any conditional use. The planning commission, city council, or planning director may use as a basis for denial whether the applicant or developer is determined to be in violation of any requirements, conditions, or representations on a prior development.
    - *Response: QuikTrip is historically one of the best in the convenience store business and year after year commit to delivering a high level of quality service the community. We greatly appreciate the opportunity to partner with the City of Aurora on this development and look forward to being a part of the community.*

We hope this Letter of Intent assists in your review of the QuikTrip Site Plan submittal. We are excited to work with the City on this project and look forward to delivering a project that the City and this project team are extremely proud of.

If you have any questions or comments during your review, please do not hesitate to contact me at 303-228-2327 or shelby.madrid@kimley-horn.com.

Sincerely,
KIMLEY-HORN AND ASSOCIATES, INC.



Shelby Madrid, PE,

QUIKTRIP 4263

SITE PLAN AND CONDITIONAL USE

A PARCEL OF LAND IN THE SOUTHWEST ¼ SECTION SECTION 26, TOWNSHIP 4 SOUTH, RANGE 67 WEST, 6TH P.M.
COUNTY OF ARAPAHOE, STATE OF COLORADO

BASIS OF BEARINGS

BEARINGS ARE BASED ON THE STATE PLANE COORDINATE SYSTEM ESTABLISHED FOR THE COLORADO CENTRAL ZONE 0502, NORTH AMERICAN DATUM (NAD) OF 1983. DISTANCES SHOWN HEREON ARE GROUND UNITS. BEING THE SOUTH LINE OF THE SOUTHWEST ¼ OF SECTION 26, BEARING N89°49'35"E, BETWEEN MONUMENTS SHOWN HEREON.

BENCHMARK

VERTICAL RELIEF WAS MADE FROM AN ON THE GROUND SURVEY, CONTOURS SHOWN HEREON ARE AT 1' INTERVALS USING THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88), GEOID 12A. SITE VERTICAL WAS ESTABLISHED BY USING CITY OF AURORA BENCH MARK "4S67726SW010"

3" BRASS CAP LOCATED AT INLET STRUCTURE AT THE NORTHWEST CORNER OF HARVARD DR. AND YALE AVE.

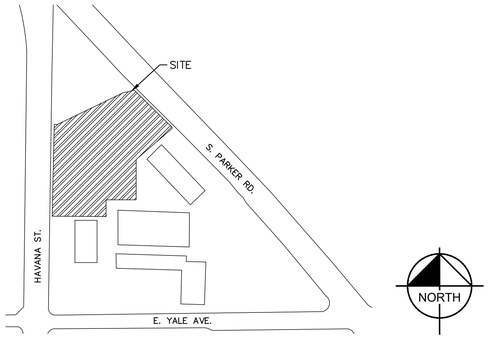
ELEVATION = 5589.80 FEET (NAVD 1988)

LEGAL DESCRIPTION

LOT 1, BLOCK 1, LA BELLE SUBDIVISION, RECORDED AT RECEPTION NUMBER 1303028, BOOK 22, PAGE 71 IN THE OFFICIAL RECORDS OF THE ARAPAHOE COUNTY CLERK AND RECORDER'S OFFICE, BEING IN THE SW ¼ OF SECTION 26, TOWNSHIP 4 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ARAPAHOE, STATE OF COLORADO

CITY OF AURORA SITE PLAN NOTES:

1. THE DEVELOPER, SUCCESSORS OR ASSIGNS, INCLUDING THE HOMEOWNERS OR MERCHANTS ASSOCIATION, SHALL BE RESPONSIBLE FOR INSTALLATION, MAINTENANCE AND REPLACEMENT OF ALL FIRE LANE SIGNS AS REQUIRED BY THE CITY OF AURORA.
2. RIGHT-OF-WAY FOR INGRESS AND EGRESS FOR EMERGENCY VEHICLES IS GRANTED OVER, ACROSS, ON, AND THROUGH ANY AND ALL PRIVATE ROADS, WAYS, FIRE LANES EASEMENTS OR FIRE LANE CORRIDORS NOW OR HEREAFTER ESTABLISHED ON THE DESCRIBED PROPERTY. WHERE DEDICATED AS A FIRE LANE EASEMENT OR DESIGNATED AS A FIRE LANE CORRIDOR, THE ROADWAY SHALL BE POSTED "NO PARKING – FIRE LANE".
3. "ACCESSIBLE EXTERIOR ROUTES" SHALL BE PROVIDED FROM PUBLIC TRANSPORTATION STOPS, ACCESSIBLE PARKING, ACCESSIBLE PASSENGER LOADING ZONES AND PUBLIC SIDEWALKS TO THE ACCESSIBLE BUILDING ENTRANCE THEY SERVE. AT LEAST 50% OF ALL BUILDING ENTRANCES SHALL BE THE MOST PRACTICAL DIRECT ROUTE. NO SLOPE ALONG THIS ROUTE MAY EXCEED 1:20 WITHOUT PROVIDING A RAMP WITH A MAXIMUM SLOPE OF 1:12 AND HANDRAILS. CROSSWALKS ALONG THIS ROUTE SHALL BE WIDE ENOUGH TO WHOLLY CONTAIN THE CURB RAMP WITH A MINIMUM WIDTH OF 36" AND SHALL BE PAINTED WITH WHITE STRIPES. REQUIRED ACCESSIBLE MEANS OF EGRESS SHALL BE CONTINUOUS FROM EACH REQUIRED ACCESSIBLE OCCUPIED AREA TO THE PUBLIC WAY. THE "ACCESSIBLE EXTERIOR ROUTES" SHALL COMPLY WITH IBC 2021 CHAPTER 11, AND 2017 ICC A117.1.
4. THE APPLICANT HAS THE OBLIGATION TO COMPLY WITH ALL APPLICABLE REQUIREMENTS OF THE AMERICAN WITH DISABILITIES ACT.
5. THE DEVELOPER, SUCCESSORS OR ASSIGNS, SHALL BE RESPONSIBLE FOR INSTALLATION, MAINTENANCE AND REPLACEMENT OF ALL LANDSCAPING MATERIALS SHOWN OR INDICATED ON THE APPROVED SITE PLAN OR LANDSCAPE PLAN ON FILE IN THE PLANNING AND DEVELOPMENT SERVICES DEPARTMENT. ALL LANDSCAPING WILL BE INSTALLED PRIOR TO ISSUANCE OF CERTIFICATE OF OCCUPANCY.
6. ALL CROSSINGS OR ENCROACHMENTS BY PRIVATE LANDSCAPE IRRIGATION LINES OR SYSTEMS AND/OR PRIVATE UTILITIES INTO EASEMENTS AND STREET RIGHTS-OF-WAY OWNED BY THE CITY OF AURORA ARE ACKNOWLEDGED BY THE UNDERSIGNED AS BEING SUBJECT TO CITY OF AURORA'S USE AND OCCUPANCY OF THE SAID EASEMENTS OR RIGHTS-OF-WAY. THE UNDERSIGNED, THEIR SUCCESSORS AND ASSIGNS, HEREBY AGREE TO INDEMNIFY THE CITY OF AURORA FOR ANY LOSS, DAMAGE OR REPAIR TO CITY FACILITIES THAT MAY RESULT FROM THE INSTALLATION, OPERATION OR MAINTENANCE OF SAID PRIVATE IRRIGATION LINES OR SYSTEMS AND/OR PRIVATE UTILITIES.
7. IN LOCATIONS WHERE UTILITY EASEMENTS OVERLAP DRAINAGE EASEMENTS, ONLY SUBSURFACE UTILITIES SHALL BE PERMITTED WITHIN THE PORTION OF THE UTILITY EASEMENT THAT OVERLAPS THE DRAINAGE EASEMENT. INSTALLATION OF ABOVE GROUND UTILITIES WITHIN A DRAINAGE EASEMENT REQUIRES PRIOR WRITTEN APPROVAL BY THE CITY ENGINEER.
8. PRIOR TO FINAL ACCEPTANCE OF PUBLIC IMPROVEMENTS, IF THE ADJACENT SITE IS NOT UNDER CONSTRUCTION, THE CURB CUT/CURB RETURNS AND CROSS PAN MUST BE REMOVED AND REPLACED WITH SIDEWALK, LANDSCAPING AND CURB AND GUTTER AT THE DEVELOPER'S EXPENSE. THE DEVELOPER ACKNOWLEDGES THE RISK OF CONSTRUCTING THE CURB CUT WITHOUT APPROVED CIVIL PLANS FOR THE ADJACENT SITE SHOWING THE CURB CUT.
9. THE APPROVAL OF THIS DOCUMENT DOES NOT CONSTITUTE FINAL APPROVAL OF GRADING, DRAINAGE, UTILITY, PUBLIC IMPROVEMENTS AND BUILDING PLANS. CONSTRUCTION PLANS MUST BE REVIEWED AND APPROVED BY THE APPROPRIATE AGENCY PRIOR TO THE ISSUANCE OF BUILDING PERMITS.
10. ALL BUILDING ADDRESS NUMBERS SHALL COMPLY WITH SECTIONS 126-271 AND 126-278 OF THE AURORA CITY CODE.
11. NOTWITHSTANDING ANY SURFACE IMPROVEMENTS, LANDSCAPING, PLANTING OR CHANGES SHOWN IN THESE SITE OR CONSTRUCTION PLANS, OR ACTUALLY CONSTRUCTED OR PUT IN PLACE, ALL UTILITY EASEMENTS MUST REMAIN UNOBSTRUCTED AND FULLY ACCESSIBLE ALONG THEIR ENTIRE LENGTH TO ALLOW FOR ADEQUATE MAINTENANCE EQUIPMENT. ADDITIONALLY, NO INSTALLATION, PLANTING, CHANGE IN THE SURFACE, ETC., SHALL INTERFERE WITH THE OPERATION OF THE UTILITY LINES PLACED WITHIN THE EASEMENT. BY SUBMITTING THESE SITE OR CONSTRUCTION PLANS FOR APPROVAL, THE LANDOWNER RECOGNIZES AND ACCEPTS THE TERMS, CONDITIONS AND REQUIREMENTS OF THIS NOTE.
12. ALL ROOFTOP MECHANICAL EQUIPMENT AND VENTS GREATER THAN EIGHT (8) INCHES IN DIAMETER MUST BE SCREENED. SCREENING MAY BE DONE EITHER WITH AN EXTENDED PARAPET WALL OR A FREESTANDING SCREEN WALL. SCREENS SHALL BE AT LEAST AS HIGH AS THE EQUIPMENT THEY HIDE. IF EQUIPMENT IS VISIBLE BECAUSE SCREENS DON'T MEET THIS MINIMUM HEIGHT REQUIREMENT, THE DIRECTOR OF PLANNING AND DEVELOPMENT SERVICES MAY REQUIRE CONSTRUCTION MODIFICATIONS PRIOR TO THE ISSUANCE OF A PERMANENT CERTIFICATE OF OCCUPANCY.
13. ALL INTERESTED PARTIES ARE HEREBY ALERTED THAT THIS SITE PLAN IS SUBJECT TO ADMINISTRATIVE CHANGES AND AS SHOWN ON THE ORIGINAL SITE PLAN ON FILE IN THE AURORA CITY PLANNING AND DEVELOPMENT SERVICES DEPARTMENT. A COPY OF THE OFFICIAL CURRENT PLAN MAY BE OBTAINED THERE. LIKEWISE, SITE PLANS ARE REQUIRED TO AGREE WITH THE APPROVED SUBDIVISION PLAT OF RECORD AT THE TIME OF A BUILDING PERMIT; AND IF NOT, MUST BE AMENDED TO AGREE WITH THE PLAT AS NEEDED, OR VICE VERSA.
14. ERRORS IN APPROVED SITE PLANS RESULTING FROM COMPUTATIONS OR INCONSISTENCIES IN THE DRAWINGS MADE BY THE APPLICANT ARE THE RESPONSIBILITY OF THE PROPERTY OWNER OF RECORD. WHERE FOUND, THE CURRENT MINIMUM CODE REQUIREMENTS WILL APPLY AT THE TIME OF BUILDING PERMIT. PLEASE BE SURE THAT ALL PLAN COMPUTATIONS ARE CORRECT.
15. ALL REPRESENTATIONS AND COMMITMENTS MADE BY APPLICANTS AND PROPERTY OWNERS AT PUBLIC HEARINGS REGARDING THIS PLAN ARE BINDING UPON THE APPLICANT, PROPERTY OWNER, AND ITS HEIRS, SUCCESSORS, AND ASSIGNS.
16. ARCHITECTURAL FEATURES, SUCH AS BAY WINDOWS, FIREPLACES, ROOF OVERHANGS, GUTTERS, EAVES, FOUNDATIONS, FOOTINGS, CANTILEVERED WALLS, ETC., ARE NOT ALLOWED TO ENCROACH INTO ANY EASEMENT OR FIRE LANE.
17. THE DEVELOPER IS RESPONSIBLE FOR SIGNING AND STRIPING ALL PUBLIC STREETS. THE DEVELOPER IS REQUIRED TO PLACE TRAFFIC CONTROL, STREET NAME, AND GUIDE SIGNS ON ALL PUBLIC STREETS AND PRIVATE STREETS APPROACHING AN INTERSECTION WITH A PUBLIC STREET. SIGNS SHALL BE FURNISHED AND INSTALLED PER THE MOST CURRENT EDITIONS OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) AND CITY STANDARDS, SHOWN ON THE SIGNING AND STRIPING PLAN FOR DEVELOPMENT.
18. FIRE LANE AND HANDICAPPED PARKING SIGNS, SIGN DETAILS, HANDICAPPED PARKING STALL DETAILS, AND LOCATIONS SHALL BE APPROVED WITH THE CIVIL PLANS, "SIGNAGE AND STRIPING" PACKAGE.
19. THIS SITE HAS THE FOLLOWING CONDITIONAL USE APPROVAL(S):
20. FINAL GRADE SHALL BE AT LEAST SIX (6) INCHES BELOW ANY EXTERIOR WOOD SIDING ON THE PREMISES.
21. THE STREETLIGHT OR PEDESTRIAN LIGHT INSTALLATION WITHIN THE PUBLIC RIGHT-OF-WAY SHALL BE DESIGNED, FUNDED, AND CONSTRUCTED BY THE DEVELOPER/OWNER. OWNERSHIP AND MAINTENANCE OF THE STREET/PEDESTRIAN LIGHTS SHALL BE THE RESPONSIBILITY OF THE CITY OF AURORA ONCE THEY HAVE BEEN ACCEPTED. STREET LIGHT AND/OR PEDESTRIAN PHOTOMETRICS PLANS SHALL BE PREPARED AND SUBMITTED TO THE CITY FOR REVIEW AND APPROVAL AND SHALL BECOME A PART OF THE APPROVED CIVIL CONSTRUCTION PLANS FOR THE PROJECT. SEPARATE PERMITS FOR STREET LIGHTS WILL BE REQUIRED; ONE FOR PUBLIC IMPROVEMENTS AND ONE FOR A BUILDING PERMIT FOR ELECTRICAL. THE BUILDING PERMIT SUBMITTAL WILL NEED TO INCLUDE AN ELECTRICAL PLAN SHOWING SITE LOCATION OF LIGHTS, ELECTRIC METER LOCATION, ELECTRICAL ONE LINE AND GROUNDING DETAILS AND ANY ADDITIONAL ELECTRICAL INFORMATION FOR APPROVAL. THE OWNER IS RESPONSIBLE FOR OBTAINING AN ADDRESS FOR THE METER(S) FROM THE PLANNING DEPARTMENT. CERTIFICATE OF OCCUPANCIES WILL NOT BE ISSUED UNTIL THE STREET AND/OR PEDESTRIAN LIGHTING PLANS ARE APPROVED, CONSTRUCTED, AND INITIALLY ACCEPTED.
22. ALL CROSSINGS OR ENCROACHMENTS INTO EASEMENTS AND RIGHTS-OF-WAY OWNED BY THE CITY OF AURORA ("CITY") IDENTIFIED AS BEING PRIVATELY-OWNED AND MAINTAINED HEREIN ARE ACKNOWLEDGED BY THE UNDERSIGNED AS BEING SUBJECT TO CITY'S USE AND OCCUPANCY OF SAID EASEMENTS OR RIGHTS-OF-WAY. THE UNDERSIGNED, ITS SUCCESSORS AND ASSIGNS, FURTHER AGREES TO REMOVE, REPAIR, REPLACE, RELOCATE, MODIFY, OR OTHERWISE ADJUST SAID CROSSINGS OR ENCROACHMENTS UPON REQUEST FROM THE CITY AND AT NO EXPENSE TO THE CITY. THE CITY RESERVES THE RIGHT TO MAKE FULL USE OF THE EASEMENTS AND RIGHTS-OF-WAY AS MAY BE NECESSARY OR CONVENIENT AND THE CITY RETAINS ALL RIGHTS TO OPERATE, MAINTAIN, INSTALL, REPAIR, REMOVE OR RELOCATE ANY CITY FACILITIES LOCATED WITHIN SAID EASEMENTS AND RIGHTS-OF-WAY AT ANY TIME AND IN SUCH A MANNER AS IT DEEMS NECESSARY OR CONVENIENT.



VICINITY MAP
SCALE 1"= 250'

SHEET LIST TABLE	
Sheet Number	Sheet Title
1	COVER SHEET
2	OVERALL SITE PLAN
3	DETAILED SITE PLAN
4	OPERATIONS PLAN
5	GRADING PLAN
6	UTILITY PLAN
7	SITE DETAIL SHEET
8	SITE DETAIL SHEET
9	TREE MITIGATION PLAN
10	LANDSCAPE PLAN
11	LANDSCAPE SCHEDULES
12	LANDSCAPE DETAILS
13	LANDSCAPE DETAILS
14	LANDSCAPE DETAILS
15	BUILDING ELEVATIONS
16	BUILDING FLOORPLAN (A101)
17	BUILDING ELEVATIONS (A201)
18	BUILDING ELEVATIONS (A202)
19	CANOPY ELEVATIONS
20	PHOTOMETRIC SITE PLAN
21	PHOTOMETRIC DETAILS
22	PHOTOMETRIC DETAILS
23	PHOTOMETRIC DETAILS
24	PHOTOMETRIC DETAILS
25	PHOTOMETRIC DETAILS
26	SIGNAGE PLAN

SITE DATA

AREA OF PROPOSED IMPROVEMENTS ± 1.288 ACRES
LAND AREA WITHIN PROPERTY LINE ± 4.834 ACRES
BUILDING COVERAGE ± 5,312 SF, 0.12 ACRES
CANOPY COVERAGE ± 8,346 SF, 0.19 ACRES
HARDSCAPE ± 3.405 ACRES
LANDSCAPE ± 0.401 ACRES
NUMBER OF BUILDINGS 1
MAXIMUM ALLOWABLE HEIGHT OF BUILDINGS 75.0 FT
MAXIMUM PROPOSED HEIGHT OF BUILDINGS 22'-6"
NUMBER OF ENCLOSURES / CANOPIES 1
MINIMUM CANOPY HEIGHT 15 FT (APPROX)
MAXIMUM HEIGHT OF ENCLOSURES / CANOPIES 22.5 FT (APPROX)
PRESENT ZONING CLASSIFICATION MIXED USE CORRIDOR (MU-C)
PROPOSED USE MOTOR VEHICLE FUEL DISPENSING STATION (CONDITIONAL USE) & RETAIL SALES, SMALL
2021 IBC OCCUPANCY CLASSIFICATION (ENCLOSURES) M
2021 IBC OCCUPANCY CLASSIFICATION (CANOPIES) U
2021 IBC OCCUPANCY CLASSIFICATION (MAIN BUILDING) M
CONSTRUCTION TYPE (ENCLOSURES) NON-SPRINKLERED
CONSTRUCTION TYPE (CANOPIES) NON-SPRINKLERED
CONSTRUCTION TYPE (MAIN BUILDING) NON-SPRINKLERED
TOTAL PERMITTED SIGN AREA 184.06 SQ. FT.
PROPOSED TOTAL SIGN AREA
TOTAL PERMITTED SIGN AREA (QUIKTRIP SPECIFIC) 184'6"
QUIKTRIP SINGLE TENANT SIGN AREA 47.3 SF (23.65 SF PER SIDE)
CANOPY SIGN AREA (2 @ 14 SF EA) 28 SF
QUIKTRIP BUILDING SIGNAGE (2 @ 52 SF EA) 104 SF
TOTAL SIGN AREA 179.3 SF
TOTAL PERMITTED SIGN AREA (MULTI-TENANT SIGNAGE) 400 SF
SECONDARY MULTI-TENANT HAVANA ST. 90 SF (45 SF PER SIDE)
SECONDARY MULTI-TENANT PARKER ROAD 118 SF (54 SF PER SIDE)
TOTAL MULTI-TENANT SIGNAGE 208 SF
PROPOSED NUMBER OF SIGNS 5
LOADING SPACES REQUIRED AS PER CODE 1
TOTAL NUMBER OF PROPOSED PARKING SPACES 36

PARKING SUMMARY:

BICYCLE PARKING — 2 REQ. — 2 PROVIDED

IMPROVED PORTION OF LOT 1	EXISTING	REQUIRED	PROPOSED
STANDARD CUSTOMER (3 PER 1000 GROSS FLOOR AREA):	113	16	26
STANDARD EMPLOYEE (1 PER EMPLOYEE):	N/A	6	6
ACCESSIBLE (1 PER 25 SPACES):	1	1	1
ACCESSIBLE (VAN COMPLIANT) (1 PER 6 ACCESSIBLE SPACES):	1	1	1
TOTAL:	115	24	34

AMENDMENTS

NO.	REVISION	BY	DATE	APPR.

LEGAL DESCRIPTION: LOT 1 BLOCK 1, LA BELLE SUBDIVISION, COUNTY OF ARAPAHOE, STATE OF COLORADO

THIS SITE PLAN AND ANY AMENDMENTS HERETO, UPON APPROVAL BY THE CITY OF AURORA AND RECORDING, SHALL BE BINDING UPON THE APPLICANTS THEREFORE, THEIR SUCCESSORS AND ASSIGNS. THIS PLAN SHALL LIMIT AND CONTROL THE ISSUANCE AND VALIDITY OF ALL BUILDING PERMITS, AND SHALL RESTRICT AND LIMIT THE CONSTRUCTION, LOCATION, USE, OCCUPANCY AND OPERATION OF ALL LAND AND STRUCTURES WITHIN THIS PLAN TO ALL CONDITIONS, REQUIREMENTS, LOCATIONS AND LIMITATIONS SET FORTH HEREIN. ABANDONMENT, WITHDRAWAL OR AMENDMENT OF THIS PLAN MAY BE PERMITTED ONLY UPON APPROVAL OF THE CITY OF AURORA.

IN WITNESS THEREOF, QUIKTRIP, AS ITS INTEREST MAY APPEAR OF RECORD HAS CAUSED THESE PRESENTS TO BE EXECUTED

THIS _____ DAY OF _____ AD. _____.

BY: _____
TITLE: AUTHORIZED SIGNATORY

STATE OF _____

COUNTY OF _____

THE FORGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME, THIS ____ DAY OF 20____.

_____ NOTARY SEAL
(NOTARY PUBLIC)

MY COMMISSION EXPIRES _____

NOTARY BUSINESS ADDRESS:

CLERK AND RECORDER'S CERTIFICATE

ACCEPTED FOR FILING IN THE OFFICE OF THE COUNTY CLERK AND RECORDER OF ADAMS COUNTY, COLORADO ON THIS_____ DAY OF _____, 20____A.D. AT_____O'CLOCK___M.

_____ _____
COUNTY CLERK AND RECORDER DEPUTY .

PAGE NO.: _____
RECEPTION NO.: _____

CITY OF AURORA APPROVALS

CITY ATTORNEY:

PLANNING DIRECTOR:

PLANNING COMMISSION:

CITY COUNCIL:

ATTEST:

DATABASE APPROVAL:

CONTACTS

DEVELOPER
QUIKTRIP CORPORATION
12000 WASHINGTON ST. STE 175
THORNTON, CO 80241
PHONE: (303) 248-0435
CONTACT: JESSICA GLAVAS

SURVEYOR
ALTURA LAND CONSULTANTS
6950 S. TUCSON WAY, UNIT C
CENTENNIAL, CO 80112
TEL: (720) 531-4663
CONTACT: MARTIN BRAUNS, PLS

CIVIL ENGINEER
KIMLEY-HORN AND ASSOCIATES, INC.
6200 S SYRACUSE WAY #300
GREENWOOD VILLAGE, CO 80111
TEL: (303) 228-2327
CONTACT: SHELBY MADRID, P.E.

LANDSCAPE ARCHITECT
KIMLEY-HORN AND ASSOCIATES, INC.
6200 S SYRACUSE WAY #300
GREENWOOD VILLAGE, CO 80111
TEL: (303) 228-2319
CONTACT: CHRIS HEPLER, PLA

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2024 KIMLEY-HORN AND ASSOCIATES, INC.
6200 S South Syracuse Way #300
Greenwood Village, Colorado 80111 (303) 228-2300

DESIGNED BY: SAM
DRAWN BY: SPD
CHECKED BY: SAM
DATE: 08/30/24

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Kimley-Horn and Associates, Inc.

PROJECT NO.
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QUIKTRIP 4263
PARKER RD. & HAVANA
SITE PLAN
COVER SHEET

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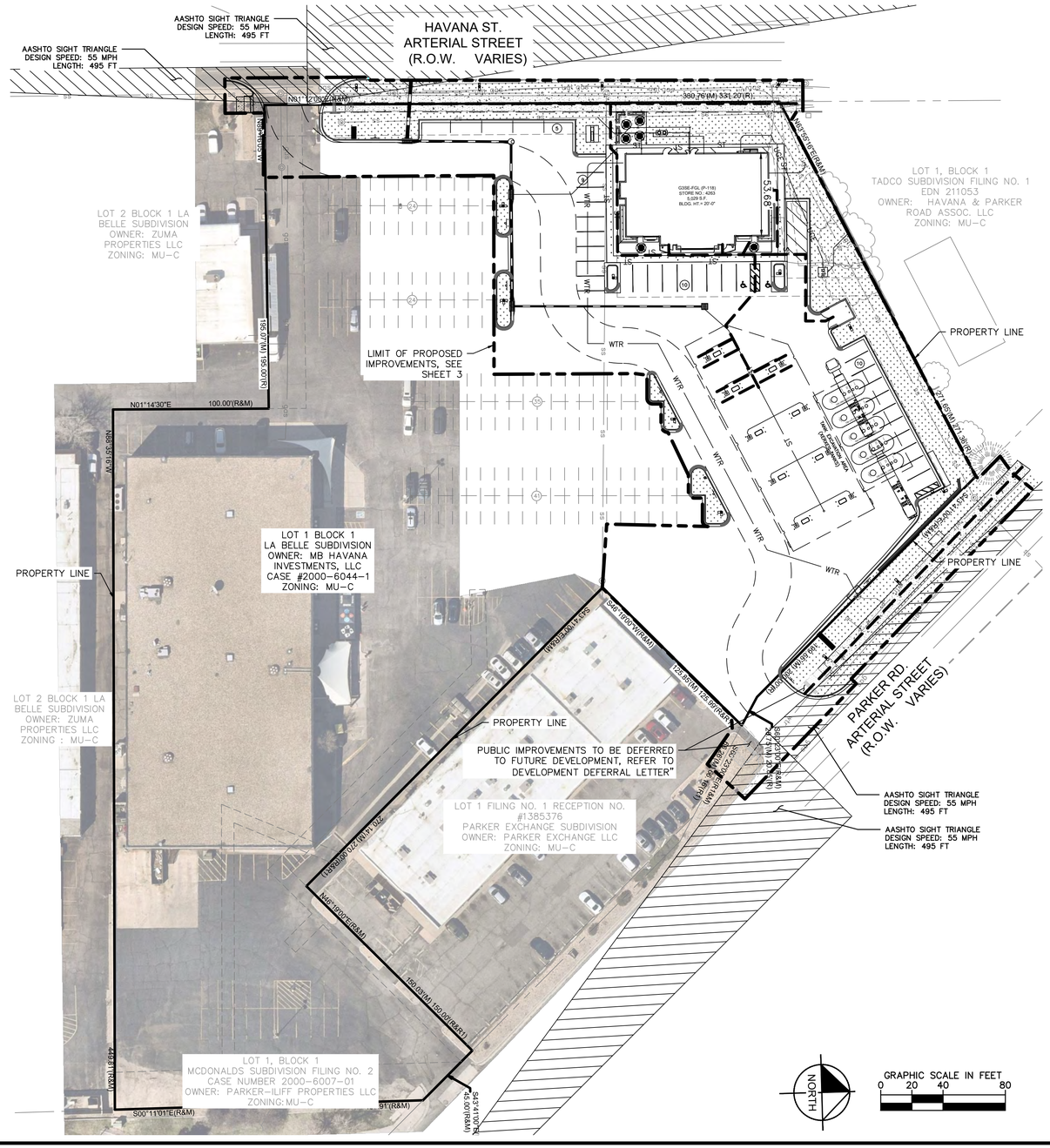
QUIKTRIP 4263

SITE PLAN AND CONDITIONAL USE

A PARCEL OF LAND IN THE SOUTHWEST $\frac{1}{4}$ SECTION SECTION 26, TOWNSHIP 4 SOUTH, RANGE 67 WEST, 6TH P.M.
COUNTY OF ARAPAHOE, STATE OF COLORADO



LEGEND:

- PROPERTY LINE
- LIMIT OF PROPOSED IMPROVEMENTS
- EXISTING EASEMENT
- PROPOSED EASEMENT
- ACCESSIBLE PATH
- 6" CURB PER COA STD DTL S7.1
- PROPOSED CONCRETE
- PROPOSED SIDEWALK
- PROPOSED LANDSCAPE
- AASHTO SIGHT TRIANGLE
- (XX) NUMBER OF PROPOSED PARKING SPACES
- (XX) NUMBER OF EXISTING PARKING SPACES
- PROPOSED SITE LIGHTING
- EXISTING SITE LIGHTING TO REMAIN
- PROPOSED STORM INLET
- PROPOSED MANHOLE
- EXISTING TREE TO REMAIN

PARKING COUNT:

LOT 1 PROPERTY EXISTING (TOTAL):	
STANDARD	287
ADA	4
LOT 1 PROPERTY PROPOSED	
STANDARD STALLS	214
ADA	4
IMPROVEMENT AREA	
EXISTING STANDARD STALLS	113
EXISTING ADA STALLS	2
	TOTAL: 115
PROPOSED PARALLEL STANDARD STALLS	5
PROPOSED STANDARD 90 DEGREE STALLS	27
PROPOSED ADA STALLS	2
	TOTAL: 34

SUBAREA A FRONTAGE SUMMARY:

HAVANA ST. FRONTAGE	295.90 FT
PARKER ROAD FRONTAGE	178.55 FT
TOTAL FRONTAGE	474.45 FT
ALLOWABLE SURFACE PARKING FRONTAGE	25%
ALLOWABLE FOR SITE	118 FT
PROPOSED SURFACE PARKING FRONTAGE (5 PARALLEL PARKING SPOTS)	101 FT

SITE PLAN NOTES

1. THE DEVELOPER IS RESPONSIBLE FOR SIGNING AND STRIPING ALL PUBLIC STREETS. THE DEVELOPER IS REQUIRED TO PLACE TRAFFIC CONTROL, STREET NAME, AND GUIDE SIGNS ON ALL PUBLIC STREETS AND PRIVATE STREETS APPROACHING AN INTERSECTION WITH A PUBLIC STREET. SIGNS SHALL BE FURNISHED AND INSTALLED PER THE MOST CURRENT EDITIONS OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) AND CITY STANDARDS, AND SHOWN ON THE SIGNING AND STRIPING PLAN FOR THE DEVELOPMENT.

NO.	REVISION	BY	DATE	APPR.

Kimley»Horn
2024 KIMLEY-HORN AND ASSOCIATES, INC.
6200 S South Syracuse Way #300
Greenwood Village, Colorado 80111 (303) 228-2300

DESIGNED BY: SAM
DRAWN BY: SPD
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DATE: 08/30/24

QUIKTRIP 4263
PARKER RD. & HAVANA
SITE PLAN
OVERALL SITE PLAN

PRELIMINARY
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Kimley-Horn and Associates, Inc.

PROJECT NO.
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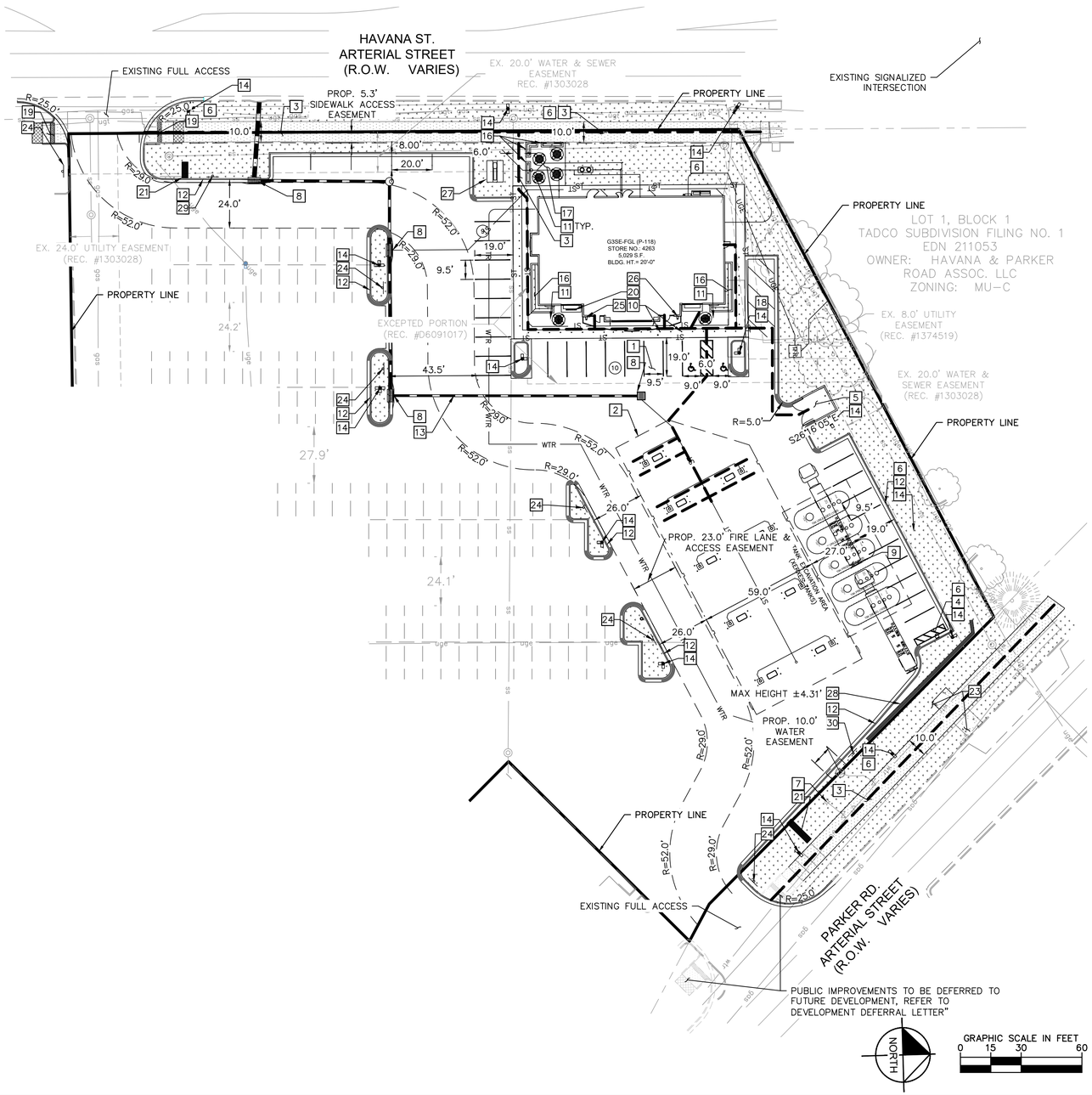
QUIKTRIP 4263

SITE PLAN AND CONDITIONAL USE

A PARCEL OF LAND IN THE SOUTHWEST $\frac{1}{4}$ SECTION SECTION 26, TOWNSHIP 4 SOUTH, RANGE 67 WEST, 6TH P.M.
COUNTY OF ARAPAHOE, STATE OF COLORADO



LEGEND:

- PROPERTY LINE
- EXISTING EASEMENT
- PROPOSED EASEMENT
- ACCESSIBLE PATH
- 6" VERTICAL CURB PER COA STD DTL S7.1
- PROPOSED CONCRETE
- PROPOSED SIDEWALK
- PROPOSED LANDSCAPE
- (XX) NUMBER OF PROPOSED PARKING SPACES
- (XX) NUMBER OF EXISTING PARKING SPACES
- PROPOSED SITE LIGHTING
- EXISTING SITE LIGHTING TO REMAIN
- PROPOSED STORM INLET
- PROPOSED STORM MANHOLE
- EXISTING TREE TO REMAIN

GENERAL NOTES:

1. DIMENSIONS ARE TO FACE OF CURB UNLESS OTHERWISE NOTED.
2. SIGNS TO COMPLY WITH MUTCD LATEST EDITION, UNLESS NOTED.
3. ALL PROPOSED PARKING STALLS ARE 90 DEGREES, 9.5' WIDE AND 18' LONG UNLESS OTHERWISE NOTED.
4. ALL ABOVE GRADE UTILITY BOXES SHALL BE PER THE UTILITY PROVIDER.
5. LANDSCAPING SHALL BE PROVIDED PER THE LANDSCAPE PLAN.
6. REFER TO LIGHTING AND PHOTOMETRIC PLANS FOR SITE LIGHT DETAILS
7. THE DEVELOPER IS RESPONSIBLE FOR SIGNING AND STRIPING ALL PUBLIC STREETS. THE DEVELOPER IS REQUIRED TO PLACE TRAFFIC CONTROL, STREET NAME, AND GUIDE SIGNS ON ALL PUBLIC STREETS AND PRIVATE STREETS APPROACHING AN INTERSECTION WITH A PUBLIC STREET. SIGNS SHALL BE FURNISHED AND INSTALLED PER THE MOST CURRENT EDITIONS OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) AND CITY STANDARDS, AND SHOWN ON THE SIGNING AND STRIPING PLAN FOR THE DEVELOPMENT.

SITE PLAN NOTES:

1. VAN ACCESSIBLE PARKING
2. FUEL CANOPY
3. PROPOSED SIDEWALK, WIDTH PER PLAN
4. AIR STATION (REFER TO SHEET 12)
5. TRASH ENCLOSURE
6. LANDSCAPE AREA (REFER TO LANDSCAPE PLANS)
7. EXISTING FIRE HYDRANT ASSEMBLY
8. STORM INLET (REFER TO GRADING PLAN)
9. UNDERGROUND FUEL TANKS (5-15,000 GAL)
10. ADA PARKING SIGNAGE (REFER TO SHEET 12)
11. OUTDOOR SEATING (REFER TO SHEET 12)
12. CONCRETE CURB & GUTTER
13. STORM SEWER MANHOLE
14. SITE LIGHT
15. EXISTING MULTI-TENANT SIGNAGE TO REMAIN, TYPE PER PLAN
16. LANDSCAPE PLANTER (TYP.) (REFER TO LANDSCAPE PLANS)
17. 431 SF PATIO AREA W/ PATTERNED CONCRETE
18. 16' X 40' LOADING SPACE
19. PROPOSED ACCESSIBLE RAMP
20. BIKE RACK (REFER TO SHEET 13)
21. RELOCATED MULTI-TENANT MONUMENT SIGN (REFER TO SIGNAGE PLAN)
22. NOT USED
23. RELOCATED BUS STOP PAD AND LOADING AREA
24. PROPOSED "NO PARKING" FIRE LANE SIGNAGE (REFER TO SHEET 12)
25. EMERGENCY FUEL SHUTOFF SWITCH (REFER TO SHEET 13)
26. KNOX BOX
27. PROPOSED SINGLE TENANT MONUMENT SIGN
28. PROPOSED WALL (REFER TO SHEET 5)
29. PROPOSED "FIRE LANE CONNECTS TO HAVANA" SIGNAGE (REFER TO SHEET 12)
30. PROPOSED "FIRE LANE CONNECTS TO PARKER" SIGNAGE (REFER TO SHEET 12)

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6200 S South Syracuse Way #300
Greenwood Village, Colorado 80111 (303) 228-2300

DESIGNED BY: SAM
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CHECKED BY: SAM
DATE: 08/30/24

QUIKTRIP 4263
PARKER RD. & HAVANA
SITE PLAN
DETAILED SITE PLAN

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PROJECT NO.
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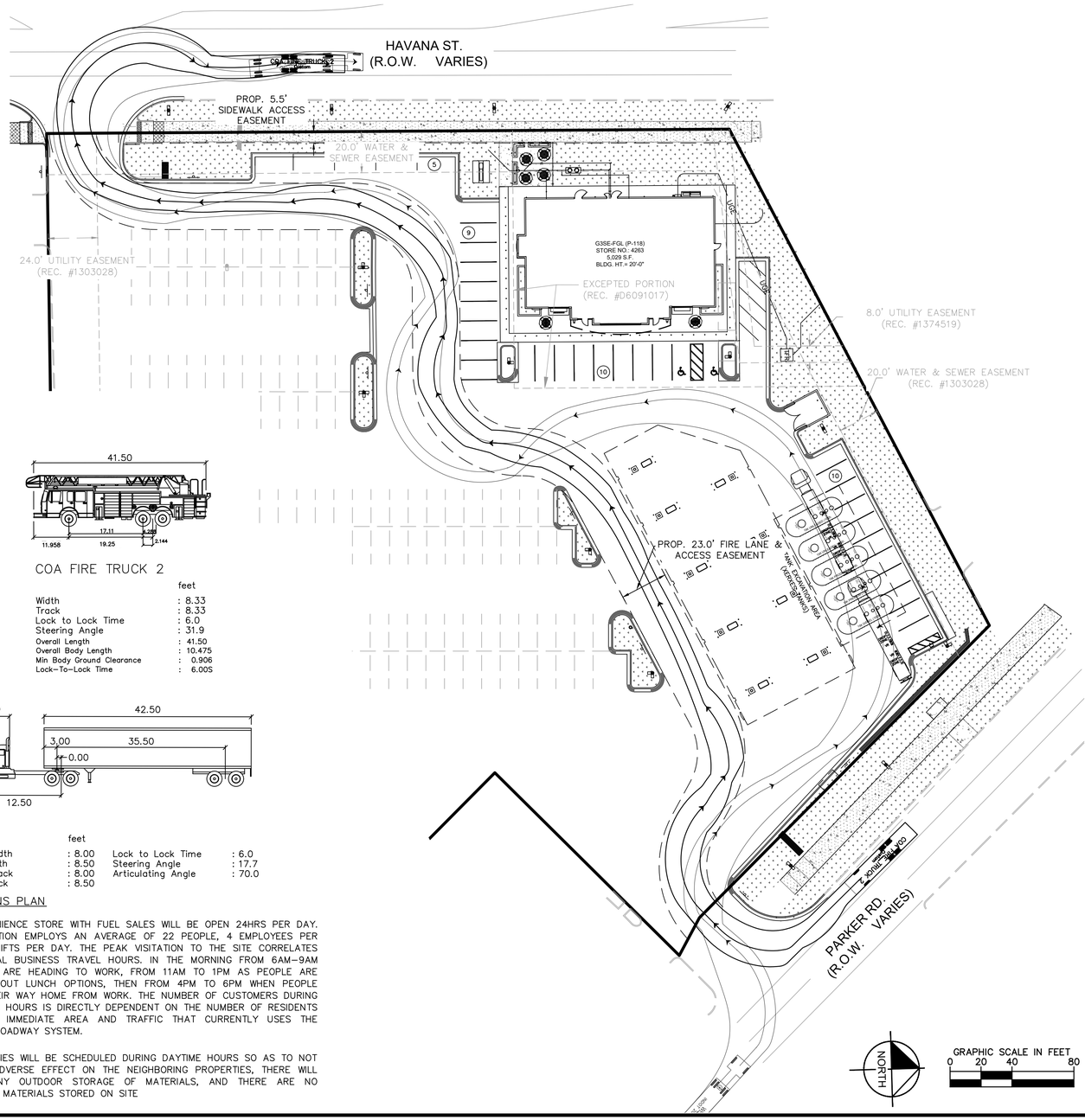
SITE PLAN AND CONDITIONAL USE

A PARCEL OF LAND IN THE SOUTHWEST $\frac{1}{4}$ SECTION SECTION 26, TOWNSHIP 4 SOUTH, RANGE 67 WEST, 6TH P.M.
COUNTY OF ARAPAHOE, STATE OF COLORADO



COA FIRE TRUCK 2

	feet
Width	: 8.33
Track	: 8.33
Lock to Lock Time	: 6.0
Steering Angle	: 31.9
Overall Length	: 41.50
Overall Body Length	: 10.475
Min Body Ground Clearance	: 0.906
Lock-To-Lock Time	: 6.00S

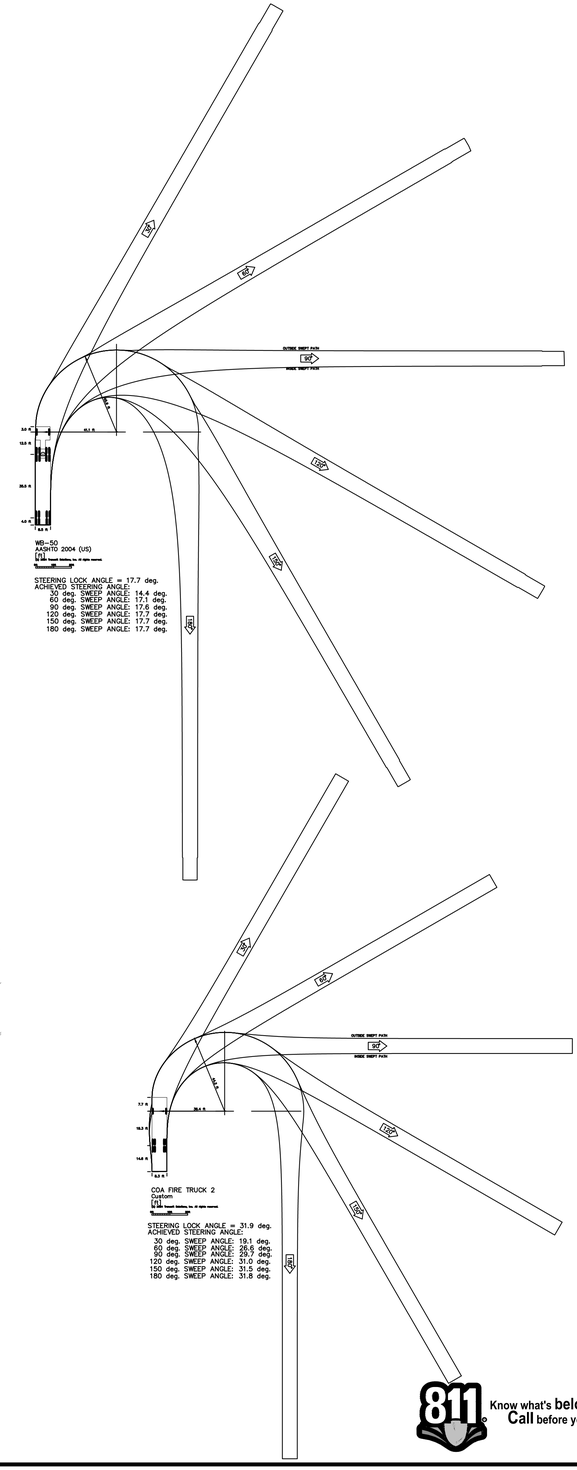
WB-50

	feet		
Tractor Width	: 8.00	Lock to Lock Time	: 6.0
Trailer Width	: 8.50	Steering Angle	: 17.7
Tractor Track	: 8.00	Articulating Angle	: 70.0
Trailer Track	: 8.50		

OPERATIONS PLAN

THE CONVENIENCE STORE WITH FUEL SALES WILL BE OPEN 24HRS PER DAY. EACH LOCATION EMPLOYS AN AVERAGE OF 22 PEOPLE, 4 EMPLOYEES PER SHIFT, 3 SHIFTS PER DAY. THE PEAK VISITATION TO THE SITE CORRELATES WITH NORMAL BUSINESS TRAVEL HOURS. IN THE MORNING FROM 6AM-9AM AS PEOPLE ARE HEADING TO WORK, FROM 11AM TO 1PM AS PEOPLE ARE SEARCHING OUT LUNCH OPTIONS, THEN FROM 4PM TO 6PM WHEN PEOPLE ARE ON THEIR WAY HOME FROM WORK. THE NUMBER OF CUSTOMERS DURING THESE PEAK HOURS IS DIRECTLY DEPENDENT ON THE NUMBER OF RESIDENTS WITHIN THE IMMEDIATE AREA AND TRAFFIC THAT CURRENTLY USES THE ADJACENT ROADWAY SYSTEM.

ALL DELIVERIES WILL BE SCHEDULED DURING DAYTIME HOURS SO AS TO NOT HAVE AN ADVERSE EFFECT ON THE NEIGHBORING PROPERTIES, THERE WILL NOT BE ANY OUTDOOR STORAGE OF MATERIALS, AND THERE ARE NO HAZARDOUS MATERIALS STORED ON SITE



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QUIKTRIP 4263
PARKER RD. & HAVANA
SITE PLAN
OPERATIONS PLAN

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Kimley-Horn and Associates, Inc.

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SITE PLAN AND CONDITIONAL USE

A PARCEL OF LAND IN THE SOUTHWEST $\frac{1}{4}$ SECTION SECTION 26, TOWNSHIP 4 SOUTH, RANGE 67 WEST, 6TH P.M.
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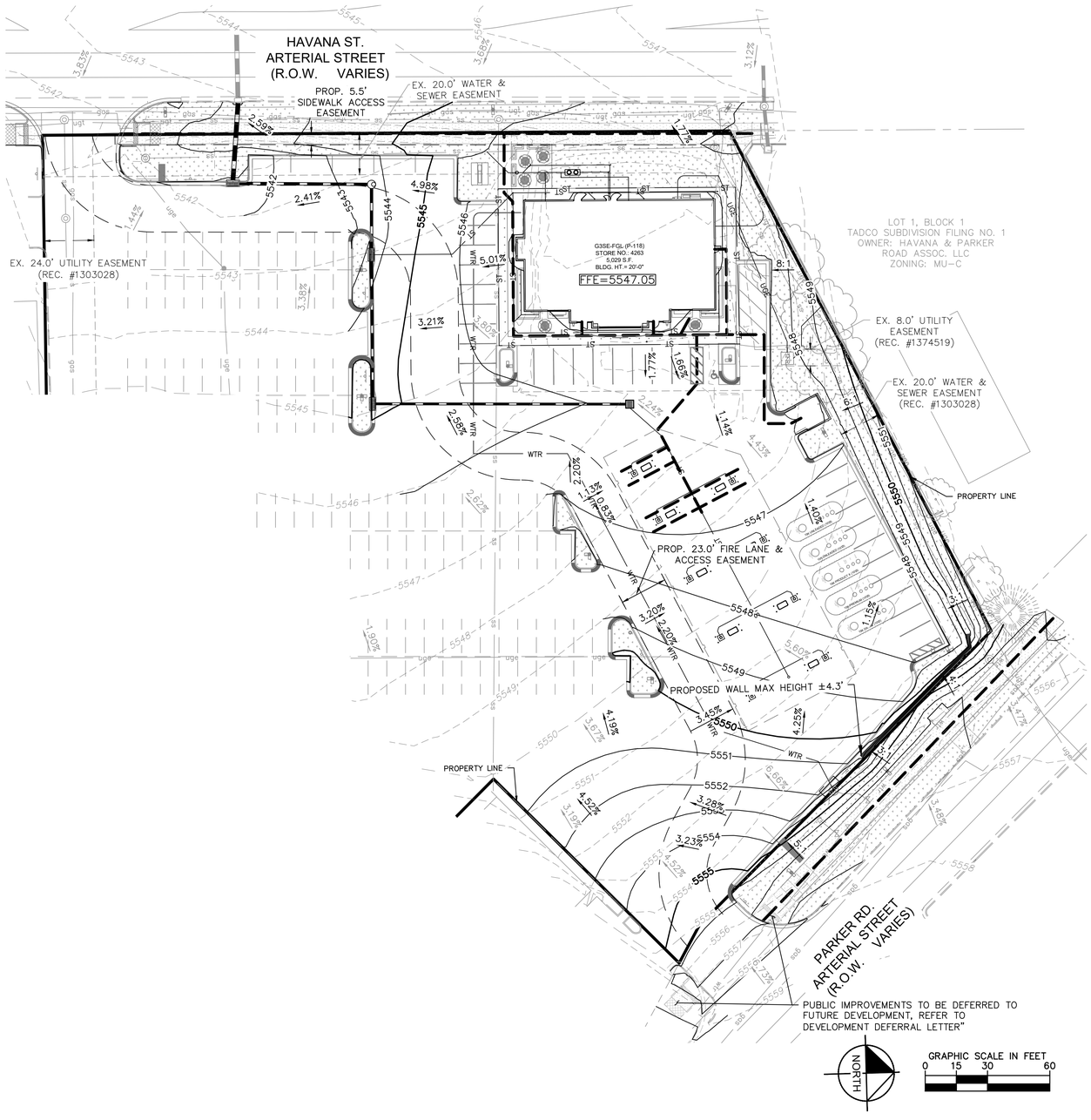


LEGEND:

- PROPERTY LINE
- EXISTING EASEMENT
- PROPOSED EASEMENT
- PROPOSED CURB & GUTTER
- ACCESSIBLE PATH
- 5499 PROPOSED CONTOUR
- 5499 EXISTING CONTOUR
- WTR PROPOSED WATER LINE
- SS PROPOSED SANITARY SEWER
- ST PROPOSED STORM LINE
- PROPOSED STORM
- X.XX% PROPOSED FLOW PATH
- X.XX% EXISTING FLOW PATH
- PROPOSED INLET
- PROPOSED MANHOLE

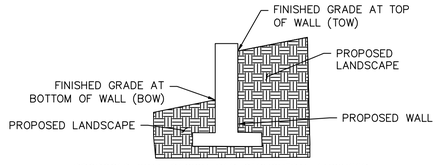
GENERAL NOTES:

1. MINIMUM SLOPE ON UNPAVED AREAS IS 2% MINIMUM SLOPE ON ASPHALT IS 1% AND MINIMUM SLOPE ON CONCRETE IS 0.5%.
2. THE MAXIMUM SLOPE WITHIN ROW IS 4:1, THE MAXIMUM SLOPE FOR PROPERTY OUTSIDE OF THE ROW IS 3:1.
3. THE SLOPE AWAY FROM THE BUILDING IN NON-PAVED AREAS SHALL HAVE A MINIMUM GRADE OF FIVE (5) PERCENT FOR THE FIRST TEN FEET OR TO THE PROPERTY LINE, WHICHEVER OCCURS FIRST, THEN A MINIMUM OF ONE & ONE HALF (1.50) PERCENT UNTIL THE SLOPE REACHES THE SWALE AROUND THE BUILDING. IF PHYSICAL OBSTRUCTIONS OR LOT LINES PROHIBIT THE TEN FEET OF HORIZONTAL DISTANCE, A FIVE (5) PERCENT SLOPE SHALL BE PROVIDED TO AN APPROVED ALTERNATIVE METHOD OF DIVERTING STORM RUNOFF AWAY FROM THE FOUNDATION. IMPERVIOUS SURFACES WITHIN TEN FEET OF THE BUILDING FOUNDATION SHALL BE SLOPED A MINIMUM OF TWO (2) PERCENT AWAY FROM THE BUILDING.
4. THE MAXIMUM PERMISSIBLE LONGITUDINAL GRADE FOR FIRE LANES IS 10%. THE MAXIMUM TRANSVERSE GRADE FOR A FIRE LANE IS FOUR (4) PERCENT WITH A RESULTANT MAXIMUM SLOPE OF TEN PERCENT.
5. THE RESULTANT GRADE IN ANY DIRECTION WITHIN ACCESSIBLE PARKING AREAS SHALL NOT EXCEED TWO PERCENT.
6. THE MAXIMUM CROSS SLOPE IN AN ACCESSIBLE PATH SHALL NOT EXCEED TWO PERCENT. THE MAXIMUM LONGITUDINAL SLOPE IN AN ACCESSIBLE PATH SHALL NOT EXCEED FIVE PERCENT.
7. DETAILED LAYOUT AND DESIGN FOR PROPOSED CURB RAMPS WITHIN RIGHT OF WAY OR ALONG AN ACCESSIBLE ROUTE WILL BE COMPLETED WITH THE CIVIL PLANS.

UNADJUSTED EARTHWORK

CUT: 3,0484 CY
FILL: 1,352 CY
NET: 1,692 CY (CUT)

NOTE: EARTHWORK QUANTITIES ARE BASED ON THE PROPOSED FINISHED GRADE AND DO NOT ACCOUNT FOR SHRINK, SWELL, PAVEMENT SECTIONS OR OVER EXCAVATION.



TYPICAL WALL SECTION

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Kimley»Horn
2024 KIMLEY-HORN AND ASSOCIATES, INC.
6200 S South Syracuse Way #300
Greenwood Village, Colorado 80111 (303) 228-2300

DESIGNED BY: SAM
DRAWN BY: SPD
CHECKED BY: SAM
DATE: 08/30/24

QUIKTRIP 4263
PARKER RD. & HAVANA
SITE PLAN
GRADING PLAN

PRELIMINARY
NOT FOR CONSTRUCTION
Kimley»Horn
Kimley-Horn and Associates, Inc.

PROJECT NO.
096888046

DRAWING NAME
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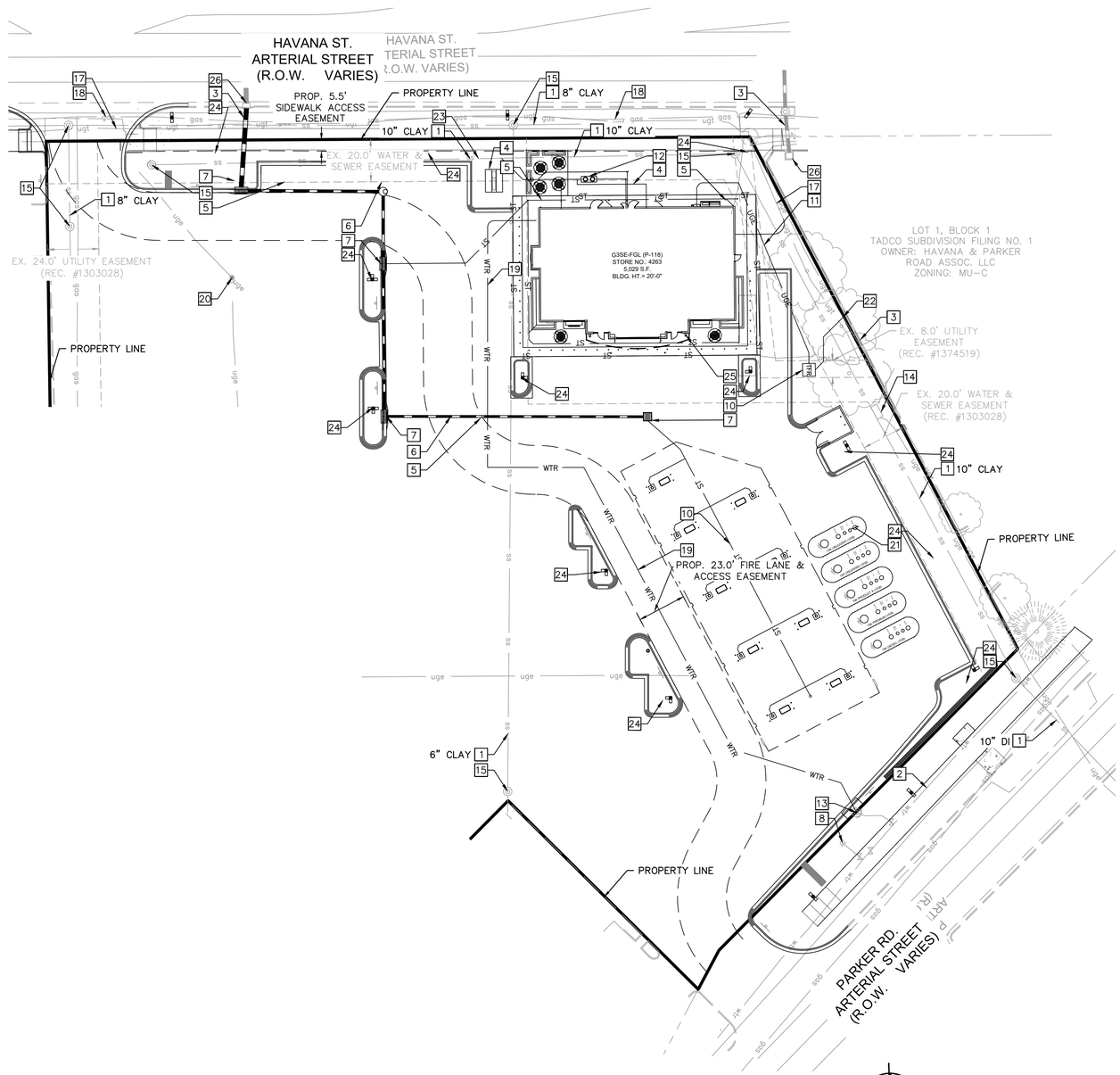
QUIKTRIP 4263

SITE PLAN AND CONDITIONAL USE

A PARCEL OF LAND IN THE SOUTHWEST $\frac{1}{4}$ SECTION SECTION 26, TOWNSHIP 4 SOUTH, RANGE 67 WEST, 6TH P.M.
COUNTY OF ARAPAHOE, STATE OF COLORADO



LEGEND:

- PROPERTY LINE
- EXISTING EASEMENT
- PROPOSED EASEMENT
- WTR — PROPOSED WATER LINE
- SS — PROPOSED SANITARY SEWER LINE
- ST — PROPOSED STORM
- PROPOSED STORM SEWER
- EXISTING STORM SEWER
- ss — EXISTING SANITARY SEWER
- gas — EXISTING GAS LINE
- ugt — EXISTING COMMUNICATION LINE
- PROPOSED SITE LIGHTING
- EXISTING SITE LIGHTING TO REMAIN
- PROPOSED STORM INLET
- PROPOSED MANHOLE
- TFR — PROPOSED TRANSFORMER

SITE PLAN NOTES:

1. EXISTING SANITARY SEWER LINE, KNOWN INFORMATION PROVIDED ON PLAN
2. EXISTING WATER MAIN
3. EXISTING STORM SEWER
4. PROPOSED SANITARY SEWER SERVICE LINE
5. PROPOSED STORM LINE
6. PROPOSED STORM SEWER MANHOLE
7. PROPOSED STORM INLET
8. EXISTING FIRE HYDRANT TO REMAIN
9. NOT USED
10. RELOCATED TRANSFORMER
11. PROPOSED ELECTRIC CONDUIT LINE
12. PROPOSED GREASE TRAP
13. PROPOSED 1.5-INCH WATER METER (IN EXISTING METER LOCATION)
14. EXISTING ELECTRICAL EQUIPMENT
15. EXISTING SANITARY SEWER MANHOLE TO REMAIN
16. NOT USED
17. EXISTING UNDERGROUND COMMUNICATION LINE
18. EXISTING GAS LINE
19. PROPOSED DOMESTIC WATER SERVICE
20. EXISTING SITE LIGHTING
21. PROPOSED BELOW GRADE FUEL TANKS
22. CONNECTION TO EXISTING ELECTRIC LINE
23. CONNECTION TO EXISTING SANITARY SEWER LINE
24. PROPOSED SITE LIGHTING
25. PROPOSED EMERGENCY FUEL SHUTOFF SWITCH
26. EXISTING STORM INLET

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QUIKTRIP 4263
PARKER RD. & HAVANA
SITE PLAN
UTILITY PLAN

PRELIMINARY
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QUIKTRIP 4263

SITE PLAN AND CONDITIONAL USE

A PARCEL OF LAND IN THE SOUTHWEST $\frac{1}{4}$ SECTION SECTION 26, TOWNSHIP 4 SOUTH, RANGE 67 WEST, 6TH P.M.
COUNTY OF ARAPAHOE, STATE OF COLORADO

NOT FOR CONSTRUCTION

LANDSCAPE CODE REQUIREMENTS:

ZONE: MU-C MIXED USE CORRIDOR DISTRICT
HAVANA OVERLAY DISTRICT CONDITION 1
LOT SIZE: 1.288 AC (55,757 SF)
LANDSCAPE AREA: 0.401 AC (17,468 SF)

	WIDTH	LENGTH	REQUIRED	PROVIDED
PARKING LOT PERIMETER SCREENING:				
3'-4' DOUBLE ROW OF SHRUBS 3' O.C. >50% DECIDUOUS FLOWERING SHRUBS	-	-	DOUBLE ROW SHRUBS	DOUBLE ROW SHRUBS
PARKING LOT ISLAND LANDSCAPE:				
1 TREE AND 6 SHRUBS PER 9'X19' ISLAND	5 ISLANDS	-	5 TREES AND 30 SHRUBS	5 TREES* AND 34 SHRUBS
2 TREES AND 12 SHRUBS PER 9'X38' ISLAND	4 ISLANDS	-	8 TREES AND 48 SHRUBS	8 TREES AND 74 SHRUBS
* TREE SUBSTITUTED AT A RATE OF 10 FIVE GAL SHRUBS PER TREE				
CURBSIDE LANDSCAPING / TREE LAWN ONE TREE PER 40 LF ONE SHRUB PER 40 SF				
PARKER RD.				
TREES	10'	179 LF	4 TREES	4 TREES
SHRUBS	1,858 SF	-	47 SHRUBS	50 SHRUBS
HAVANA ST.				
TREES	10'	277 LF	7 TREES	70 T.E.*
SHRUBS	2,984 SF	-	75 SHRUBS	80 SHRUBS
* TREES SUBSTITUTED AT A RATE OF 10 FIVE GAL SHRUBS PER TREE				
BUILDING PERIMETER LANDSCAPING 1 TREE EQUIVALENT (T.E.) PER 40 LF				
NORTH	-	54'	1.4 T.E.	1.4 T.E.
SOUTH	-	54'	1.4 T.E.	1.4 T.E.
EAST	-	92'	2.3 T.E.	2.4 T.E.
WEST	-	92'	2.3 T.E.	2.3 T.E.
TRASH AREA SCREENING				
EVERGREEN PLANTINGS AROUND WALL	-	-	EVERGREEN ROW	EVERGREEN ROW

HAVANA OVERLAY DISTRICT STREET PERIMETER BUFFER LANDSCAPING
TWO TREE EQUIVALENTS (T.E.) PER 40 LF OF FRONTAGE

	AMOUNT	BUFFER REQUIRED	BUFFER PROVIDED	PLANTING REQUIRED	PLANTING PROVIDED
WEST - HAVANA ST.	330 LF	9' WIDTH	5' WIDTH*	16.5 T.E.	18.8 T.E.
EAST - PARKER RD.	220 LF	9' WIDTH	16.5' WIDTH	11 T.E.	14.8 T.E.
NON-STREET BUFFER LANDSCAPING ONE TREE AND FIVE SHRUBS PER 40 LF					
NORTH	272 LF	10' WIDTH	10' - 21' WIDTH	7 TREES & 34 SHRUBS	7 EVRGRN TREES & 56 SHRUBS

*DOUBLE ROW OF SHRUBS PROVIDED BECAUSE BUFFER DEPTH REDUCED TO 5' (TABLE 4.7-2)

LANDSCAPE NOTES

1. ALL UTILITY EASEMENT SHALL REMAIN UNOBSTRUCTED AND FULLY ACCESSIBLE ALONG THEIR ENTIRE LENGTH FOR MAINTENANCE EQUIPMENT ENTRY.
2. FOUR CUBIC YARDS OF ORGANIC MATERIAL PER 1,000 SF OF LANDSCAPE AREA IS REQUIRED FOR SOIL AMENDMENT.
3. THE DEVELOPER, HIS SUCCESSORS AND ASSIGNS, SHALL BE RESPONSIBLE FOR INSTALLATION, MAINTENANCE AND REPLACEMENT OF ALL LANDSCAPING MATERIALS SHOWN OR INDICATED ON THE APPROVED SITE PLAN OR LANDSCAPE PLAN ON FILE IN THE PLANNING DEPARTMENT. ALL LANDSCAPING WILL BE INSTALLED AS DELINEATED ON THE PLAN, PRIOR TO ISSUANCE OF CERTIFICATES OF OCCUPANCY.
4. ALL LANDSCAPED AREAS AND PLANT MATERIAL, EXCEPT FOR NON-IRRIGATED NATIVE, RESTORATIVE, AND DRYLAND GRASS AREAS, MUST BE WATERED BY AN AUTOMATIC UNDERGROUND IRRIGATION SYSTEM. IRRIGATION SYSTEM DESIGN, INSTALLATION, OPERATION, AND MAINTENANCE SHALL CONFORM TO REQUIREMENTS FOUND IN THE CITY OF AURORA IRRIGATION ORDINANCE.
5. THE PROPOSED FREE STANDING LIGHTS ARE THE EVOLVE-LED SCALABLE AREA LIGHT (EASC SERIES). THE EVOLVE-EASC IS AN LED SQUARE FIXTURE MOUNTED TO A SQUARE POLE AT 25'. TYPE 4 LIGHTING DISTRIBUTION IS PROPOSED THROUGHOUT THE PROPERTY AREA, WHILE TYPE 3 LIGHTING DISTRIBUTION IS PROPOSED AT THE PERIMETER OF THE PROPERTY. LIGHTING DISTRIBUTION SHIELDS ARE USED AT SPECIFIC POLE LOCATIONS TO INHIBIT LIGHTING SPILL-OVER TO ADJACENT PROPERTIES
6. SIDEWALKS WILL BE A CONCRETE SLAB. VEHICULAR DRIVES AND PARKING LOTS WILL BE ASPHALT.
7. ALL PLANTING BEDS TO HAVE 3/4 " THICK RIVER ROCK MULCH PLACED AT A DEPTH OF 3", INCLUDING AROUND TREES AND SHRUBS
8. ALL PROPOSED LANDSCAPING WITHIN THE SIGHT TRIANGLE SHALL BE IN COMPLIANCE WITH COA ROADWAY SPECIFICATIONS, SECTION 4.04.2.10

FIRE SAFETY LANDSCAPE NOTES

1. LANDSCAPE MATERIAL PLACEMENT SHALL NOT BE PLACED OR KEPT NEAR FIRE HYDRANTS, FIRE DEPARTMENT INLET CONNECTIONS OR FIRE PROTECTION CONTROL VALVES IN A MANNER THAT WOULD PREVENT SUCH EQUIPMENT OR FIRE HYDRANTS FROM BEING IMMEDIATELY DISCERNIBLE. THE FIRE DEPARTMENT SHALL NOT BE DETERRED OR HINDERED FROM GAINING IMMEDIATE ACCESS TO FIRE PROTECTION EQUIPMENT OR HYDRANTS.
2. A 5-FOOT CLEAR SPACE SHALL BE MAINTAINED AROUND THE CIRCUMFERENCE OF FIRE HYDRANTS.
3. LANDSCAPING MATERIAL SHOWN WITHIN THE SITE PLAN CANNOT ENCROACH INTO ROADWAYS THAT ARE DEDICATED (OR DESIGNATED) AS FIRE LANE EASEMENTS (OR CORRIDORS).

WATER USAGE TABLE

WATER USAGE	SQUARE FOOTAGE	% OF TOTAL LA AREA
LOW	5,634 SF	29%
MEDIUM	13,651 SF	71%
HIGH	0 SF	0%

NATIVE SEED MIX
SEEDING RATE: 15 PLS/ACRE

COMMON NAME	PERCENTAGE
WESTERN WHEATGRASS	20%
SLENDER WHEATGRASS	20%
BLUE GRAMA	15%
BUFFALOGRASS	15%
SODAR STREAMBANK WHEATGRASS	15%
SHERMAN BIG BLUEGRASS	10%
CANADA WILDRYE	5%
TOTALS	100%

NO.	REVISION	BY	DATE	APPR.

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DATE: 12/13/2024

QUIKTRIP 4263
PARKER RD. & HAVANA
SITE PLAN
LANDSCAPE SCHEDULES

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QUIKTRIP 4263

SITE PLAN AND CONDITIONAL USE

A PARCEL OF LAND IN THE SOUTHWEST $\frac{1}{4}$ SECTION SECTION 26, TOWNSHIP 4 SOUTH, RANGE 67 WEST, 6TH P.M.
COUNTY OF ARAPAHOE, STATE OF COLORADO

NOT FOR CONSTRUCTION

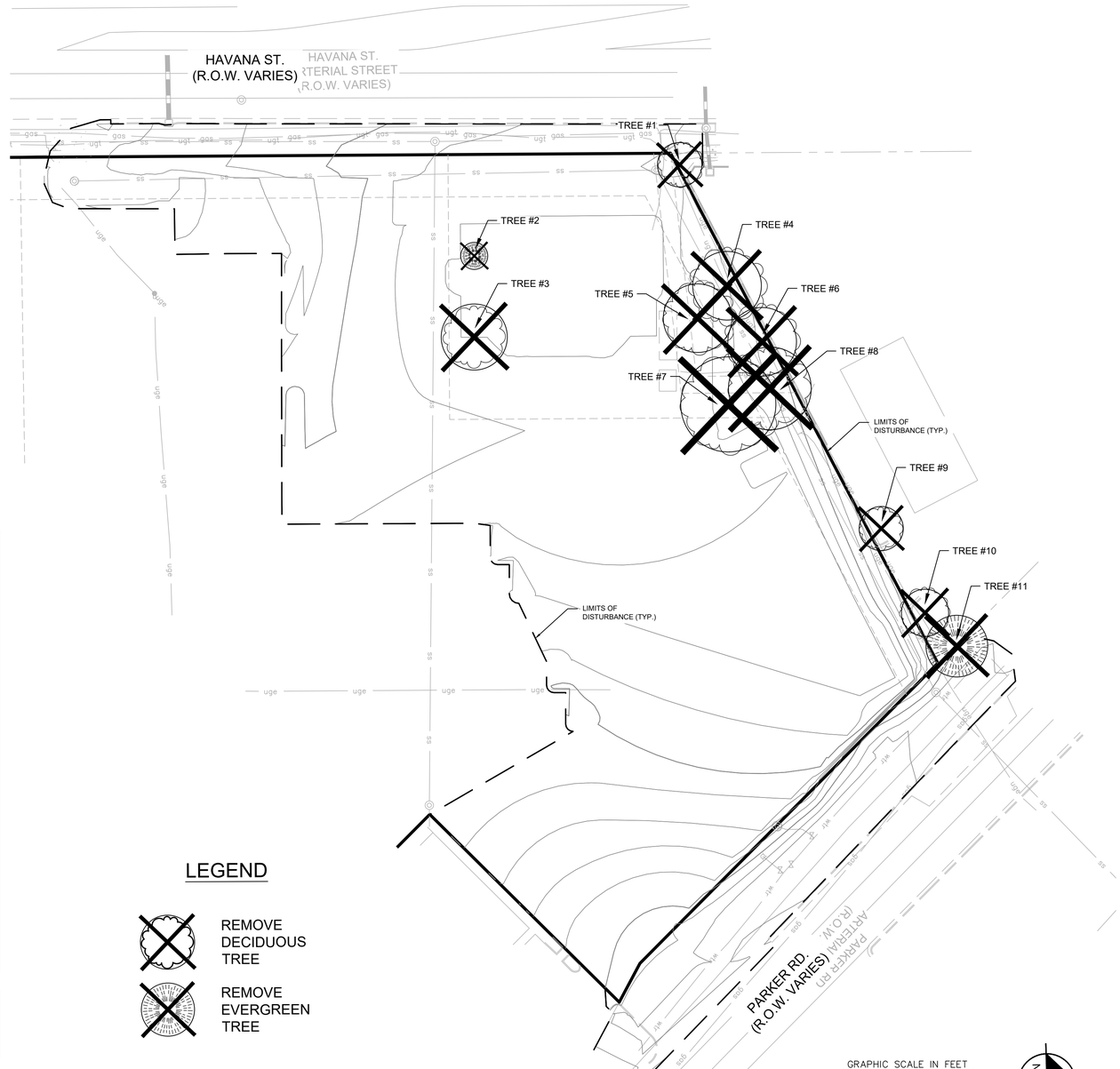
TREE OBSERVATIONS

TREE #	SPECIES	DIAMETER	MITIGATION VALUE	COMMENTS
1	TBD	TBD	TBD	AMOUNT TO BE PAID TO CITY OF AURORA TREE PLANTING FUND
2	TBD	TBD	TBD	AMOUNT TO BE PAID TO CITY OF AURORA TREE PLANTING FUND
3	TBD	TBD	TBD	AMOUNT TO BE PAID TO CITY OF AURORA TREE PLANTING FUND
4	TBD	TBD	TBD	AMOUNT TO BE PAID TO CITY OF AURORA TREE PLANTING FUND
5	TBD	TBD	TBD	AMOUNT TO BE PAID TO CITY OF AURORA TREE PLANTING FUND
6	TBD	TBD	TBD	AMOUNT TO BE PAID TO CITY OF AURORA TREE PLANTING FUND
7	TBD	TBD	TBD	AMOUNT TO BE PAID TO CITY OF AURORA TREE PLANTING FUND
8	TBD	TBD	TBD	AMOUNT TO BE PAID TO CITY OF AURORA TREE PLANTING FUND
9	TBD	TBD	TBD	AMOUNT TO BE PAID TO CITY OF AURORA TREE PLANTING FUND
10	TBD	TBD	TBD	AMOUNT TO BE PAID TO CITY OF AURORA TREE PLANTING FUND
11	TBD	TBD	TBD	AMOUNT TO BE PAID TO CITY OF AURORA TREE PLANTING FUND
		TOTAL :	$$$	

TREE PROTECTION NOTES

1. *PRIOR TO THE BEGINNING OF CONSTRUCTION, ESTABLISH THE TREE PROTECTION ZONE BY INSTALLING TREE PROTECTION FENCING AROUND ALL EXISTING TREES TO REMAIN. LOCATE FENCING AT THE OUTSIDE OF THE DRIP LINE OF THE TREES OR AT A DISTANCE FROM THE TREE TRUNK OF ONE(1) FOOT OF RADIUS FOR EVERY INCH OF TRUNK DIAMETER, WHICHEVER IS GREATER. FOR GROUPS OF TREES, THE MINIMUM DISTANCE BETWEEN THE TREE TRUNK AND THE FENCING SHALL BE ONE(1) FOOT FOR EACH INCH OF TRUNK DIAMETER. FOLLOWING INSTALLATION OF FENCING, REQUEST INSPECTION BY THE CITY OF AURORA PARKS & FORESTRY DIVISION (303-739-7177) OR AUTHORIZED DESIGNEE.*
2. *TREE PROTECTION FENCING SHALL BE 4' HEIGHT, ORANGE MESH FENCING ATTACHED TO "T" POSTS. FENCING SHALL BE INSPECTED AND MAINTAINED DAILY.*
3. *CONTRACTORS SHALL BE RESPONSIBLE FOR ALL OF THEIR WORKERS, SUBCONTRACTORS AND SUPPLIERS UNDER THIS REQUIREMENT. WITHIN THE TREE PROTECTION ZONE, THE FOLLOWING CONSTRUCTION ACTIVITIES SHALL NOT BE ALLOWED EXCEPT AS NECESSARY TO EXECUTE DETAILS TP-2.0, 2.1, 3.1 & 3.2:*
   - *A. EQUIPMENT USE AND STORAGE*
   - *B. MATERIAL DELIVERY OR STORAGE*
   - *C. VEHICLE TRAFFIC, PARKING, USE OR STORAGE*
   - *D. SPREADING, EXCAVATING, COMPACTING OR STOCKPILING OF SOIL*
   - *E. CONCRETE WASH-OUT AREAS AND RUN-OFF FROM CONCRETE WASH-OUT AREAS*
   - *F. FOOT TRAFFIC*
   - *G. RUN-OFF CONTAINING HARMFUL LIQUIDS SUCH AS OIL, GAS, PAINT, SOLVENTS, FERTILIZER, ASPHALT, MORTAR, TAR OR SIMILAR MATERIALS*
4. *VIOLATION OF THE TREE PROTECTION ZONE SHALL RESULT IN A FINE OF $500 PER INCIDENCE AND MAY BE INCREASED BASED ON THE PERCENTAGE OF THE ZONE AFFECTED MULTIPLIED BY THE FULL VALUE OF THE TREE (OR TREES) ESTABLISHED PRIOR TO CONSTRUCTION. IF MORE THAN 30% OF THE TREE PROTECTION ZONE IS DAMAGED, THE FINE SHALL BE THE FULL VALUE OF THE ADJACENT TREE (OR TREES). FOR THE PURPOSE OF THESE REQUIREMENTS, CONSTRUCTION FENCING (LOCATED AT THE LIMITS OF CONSTRUCTION) SHALL BE TREATED AS TREE PROTECTION FENCING AND SHALL ESTABLISH A TREE PROTECTION ZONE FOR NEARBY TREES.*
5. *DAMAGE TO THE MAIN TRUNKS OF TREES IS PROHIBITED. DAMAGE NOT PREVIOUSLY DOCUMENTED SHALL RESULT IN A FINE BASED ON THE PERCENTAGE OF THE CIRCUMFERENCE AFFECTED. DAMAGE GREATER THAN 30% OF THE CIRCUMFERENCE OR AFFECTING THE STRUCTURAL INTEGRITY OF THE TREE WILL RESULT IN A FINE EQUAL TO THE FULL VALUE OF THE TREE.*
6. *LIMB REMOVAL IS PROHIBITED, UNLESS APPROVED PRIOR TO CONSTRUCTION OR AS AUTHORIZED BY THE CITY OF AURORA PARKS & FORESTRY DIVISION. LIMB REMOVAL, IF APPROVED, SHALL BE DONE PRIOR TO THE START OF CONSTRUCTION. DAMAGED BRANCHES SHALL BE PRUNED WITHIN 10 DAYS OF THE OCCURRENCE UTILIZING ANSI A300 STANDARDS. UNAUTHORIZED LIMB DAMAGE OR REMOVAL CAN RESULT IN A FINE OF $500 PER BRANCH AS MAY BE DETERMINED BY THE CONSTRUCTION MANAGER OR HIS FORESTRY CONSULTANT. LIMB REMOVAL AND ALL OTHER APPROVED PRUNING SHALL BE PERFORMED BY A PROFESSIONAL COMPANY THAT IS LICENSED BY THE CITY OF AURORA FORESTRY DIVISION.*
7. *IF ROOTS GREATER THAN ONE(1) INCH DIAMETER REQUIRE CUTTING/REMOVAL, A CLEAN CUT SHALL BE ACCOMPLISHED USING A SHARP HAND TOOL. A MAXIMUM OF TWO(2) 3-INCH DIAMETER ROOTS PER TREE ARE PERMITTED FOR REMOVAL. THE REMOVAL OF ADDITIONAL ROOTS 3-INCHES OR GREATER IN DIAMETER REQUIRES APPROVAL OF THE CITY FORESTER OR AUTHORIZED DESIGNEE.*
8. *EXISTING TREES DAMAGED BY CONSTRUCTION ACTIVITIES SHALL BE IMMEDIATELY REPAIRED AND IF DAMAGED BEYOND REPAIR, REPLACED PER THE MITIGATION SPECIFICATIONS OUTLINED IN SECTION IV, SUBSECTION A, ITEM 3 OF THE TREE PRESERVATION POLICY. THE MITIGATION PLAN FOR THESE TREES SHALL FOLLOW THAT APPROVED THROUGH THE SITE PLAN SUBMITTAL.*

AURORA	*City of Aurora* *Parks, Recreation & Open Space Dept.* *Date: October 2020*	*TREE PROTECTION NOTES*	***PROS TP-1.0***



LEGEND

REMOVE DECIDUOUS TREE

REMOVE EVERGREEN TREE

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QUIKTRIP 4263
PARKER RD. & HAVANA
SITE PLAN
TREE MITIGATION PLAN

PRELIMINARY
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Kimley-Horn and Associates, Inc.

PROJECT NO.
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SITE PLAN AND CONDITIONAL USE

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COUNTY OF ARAPAHOE, STATE OF COLORADO

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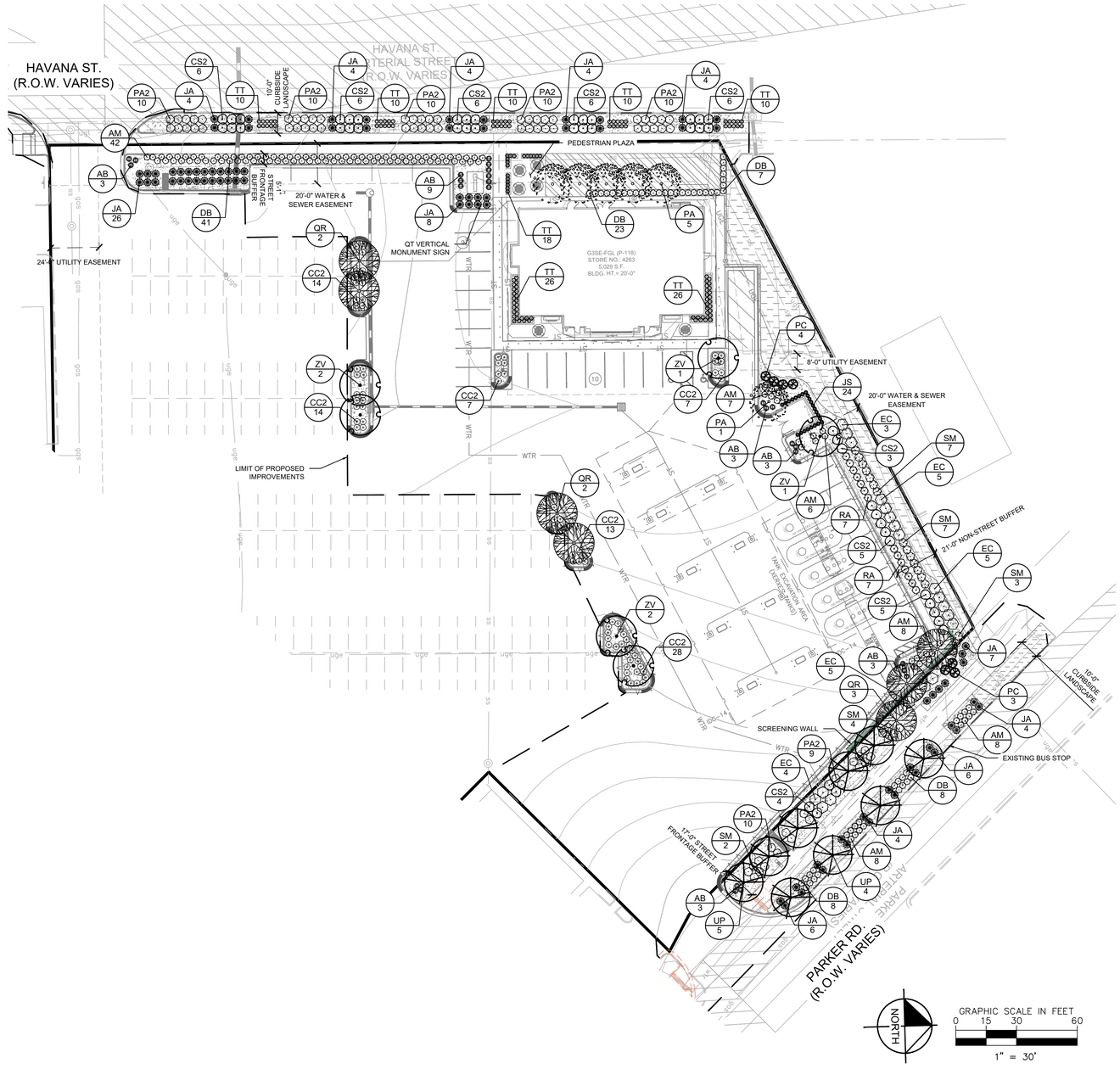
LANDSCAPE NOTES

1. *ALL PROPOSED LANDSCAPING WITHIN THE SIGHT TRIANGLE SHALL BE IN COMPLIANCE WITH COA ROADWAY SPECIFICATIONS, SECTION 4.04.2.10'*

Landscape Schedule

SYMBOL	CODE	QTY	COMMON / BOTANICAL NAME	CONT	CAL	SIZE
TREES						
	PA	6	ARISTOCRAT CALLERY PEAR PYRUS CALLERYANA `ARISTOCRAT` TM	B & B	2" CAL MIN	8` - 10` HT. MIN.
	UP	9	LACEBARK ELM ULMUS PARVIFOLIA	B & B	2.5" CAL MIN	10` - 12` HT. MIN.
	QR	7	NORTHERN RED OAK QUERCUS RUBRA	B & B	2.5" CAL MIN	10` - 12` HT. MIN.
	ZV	6	VILLAGE GREEN JAPANESE ZELKOVA ZELKOVA SERRATA 'VILLAGE GREEN'	B & B	2.5" CAL MIN	10` - 12` HT. MIN.
EVERGREEN TREES						
	PC	7	CUPRESSINA NORWAY SPRUCE PICEA ABIES 'CUPRESSINA'	B & B		6` HT MIN
SYMBOL	CODE	QTY	COMMON / BOTANICAL NAME	CONT	SPACING	SIZE
DECIDUOUS SHRUBS						
	RA	14	ALPINE CURRANT RIBES ALPINUM	5 GAL	SEE PLAN	18" HT MIN
	CC2	83	BLUE MIST SPIREA "DARK KNIGHT" CARYOPTERIS CLANDONENSIS	5 GAL	SEE PLAN	18" FULL
	EC	22	COMPACT BURNING BUSH EUONYMUS ALATUS 'COMPACTUS'	5 GAL	SEE PLAN	24" FULL
	SM	23	DWARF KOREAN LILAC SYRINGA MEYERI 'PALIBIN'	5 GAL	SEE PLAN	24" FULL
	PA2	69	RUSSIAN SAGE PEROVSKIA ATRIPLICIFOLIA	5 GAL	SEE PLAN	18" HT MIN
EVERGREEN SHRUBS						
	JA	81	ARCADIA JUNIPER JUNIPERUS SABINA 'ARCADIA'	5 GAL	SEE PLAN	24" SPRD. MIN.
	DB	87	BRIGGS MOONLIGHT DAPHNE DAPHNE X BURKWOODII 'BRIGGS MOONLIGHT'	5 GAL	SEE PLAN	
	AM	79	MANZANITA 'PANCHITO' ARCTOSTAPHYLOS MANZANITA	5 GAL	SEE PLAN	18" FULL
	JS	24	SKYROCKET JUNIPER JUNIPERUS SCOPULORUM 'SKYROCKET'	5 GAL	SEE PLAN	36" HT MIN
	CS2	47	SPANISH GOLD BROOM CYTISUS PURGANS `SPANISH GOLD`	5 GAL	SEE PLAN	36" FULL
	TT	120	TATER TOT ARBORVITAE THUJA OCCIDENTALIS 'TATER TOT'	5 GAL	SEE PLAN	
ORNAMENTAL GRASSES						
	AB	24	BLUE AVENA HELICTOTRICHON SEMPERVIRENS	1 GAL	SEE PLAN	12" HT MIN
SYMBOL	CODE	QTY	COMMON / BOTANICAL NAME	CONT	SIZE	SPACING
GROUND COVERS						
	R	13,651 SF	2"-3" ROCK COBBLE MULCH RIVER ROCK MULCH	-	ROCK	-
	BD2	1,611 SF	BUFFALO GRASS SEED BOUTELOUA DACTYLOIDES	SEED		
	NS	4,023 SF	LOWLAND SEED NATIVE SHORTGRASS SEED MIX	SEED	-	-



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SITE PLAN
LANDSCAPE PLAN

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QUIKTRIP 4263

SITE PLAN AND CONDITIONAL USE

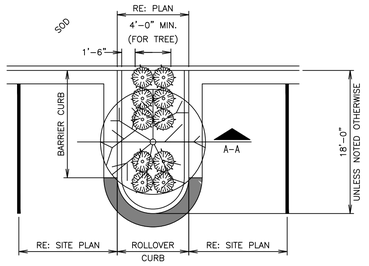
A PARCEL OF LAND IN THE SOUTHWEST $\frac{1}{4}$ SECTION SECTION 26, TOWNSHIP 4 SOUTH, RANGE 67 WEST, 6TH P.M.
COUNTY OF ARAPAHOE, STATE OF COLORADO

NOT FOR CONSTRUCTION

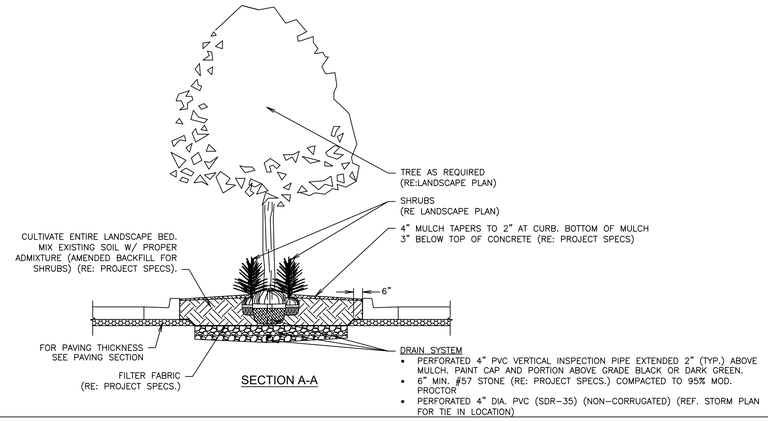
RE: LANDSCAPE PLAN FOR SHRUB PLACEMENT AND QUANTITY.

LANDSCAPE PARKING ISLANDS ARE TO BE IRRIGATED WITH A DRIP LINE SYSTEM. A SPRAY OR ROTARY HEAD SPRINKLER SYSTEM IS NOT AN ACCEPTABLE IRRIGATION METHOD FOR LANDSCAPE PARKING ISLANDS. (RE: PROJECT SPECS.)

RE: STORM PLAN TO DETERMINE IF USE OF LANDSCAPE BED DRAIN PIPE IS REQUIRED

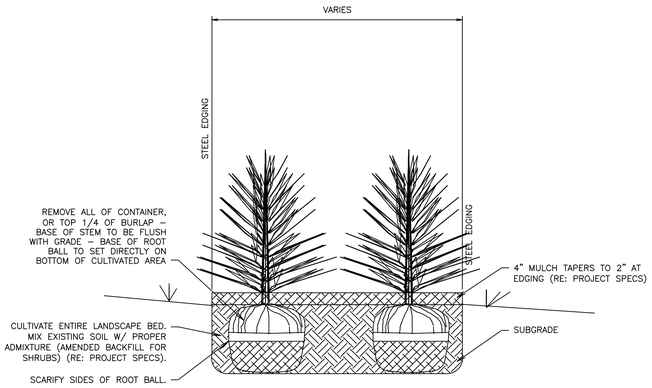


PLAN

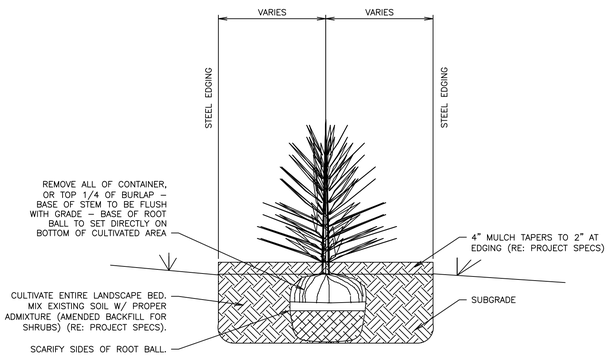


SECTION A-A

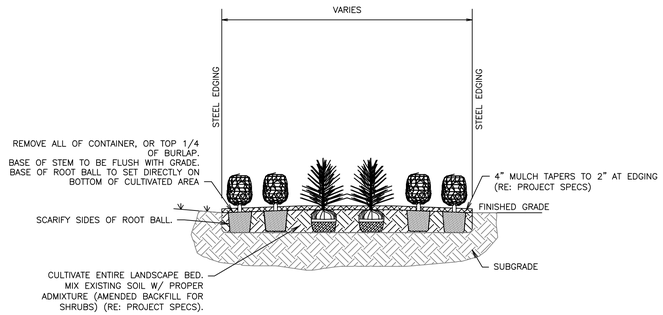
L1	PARKING ISLAND W/ SHRUBS & TREE LANDSCAPE DETAIL (ADJACENT TO CURB & GUTTER)
NTS	SN: LD012A011



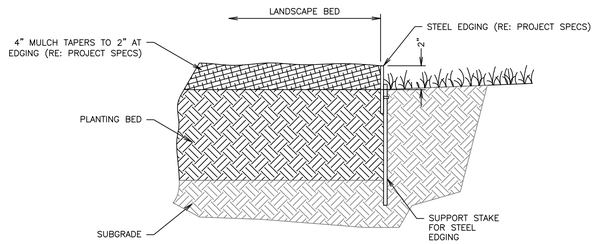
A11	SHRUB SCREENING SECTION B-B
NTS	SN: LD005A004



F1	SINGLE SHRUB SCREENING SECTION B-B
NTS	SN: LD026A001



F6	SHRUB PLANTING SECTION A-A
NTS	SN: LD003A005



F11	LANDSCAPE STEEL EDGING DETAIL
NTS	SN: LD006A004

NO.	REVISION	BY	DATE	APPR.

Kimley»Horn
2024 KIMLEY-HORN AND ASSOCIATES, INC.
6200 S South Syracuse Way #300
Greenwood Village, Colorado 80111 (303) 228-2300

DESIGNED BY: AMC
DRAWN BY: AMC
CHECKED BY: CPH
DATE: 12/13/2024

QUIKTRIP 4263
PARKER RD. & HAVANA
SITE PLAN
LANDSCAPE DETAILS

PRELIMINARY
NOT FOR CONSTRUCTION
Kimley»Horn
Kimley-Horn and Associates, Inc.

PROJECT NO.
096888046

DRAWING NAME
MUNICIPALITY

10

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QUIKTRIP 4263

SITE PLAN AND CONDITIONAL USE

A PARCEL OF LAND IN THE SOUTHWEST $\frac{1}{4}$ SECTION SECTION 26, TOWNSHIP 4 SOUTH, RANGE 67 WEST, 6TH P.M.
COUNTY OF ARAPAHOE, STATE OF COLORADO

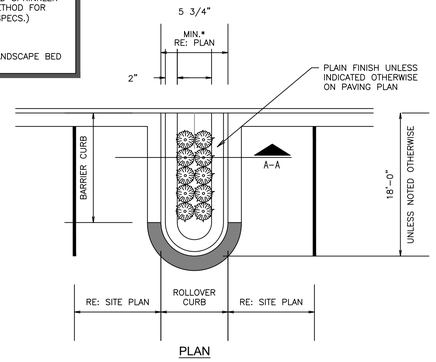
NOT FOR CONSTRUCTION

RE: LANDSCAPE PLAN FOR SHRUB PLACEMENT AND QUANTITY.

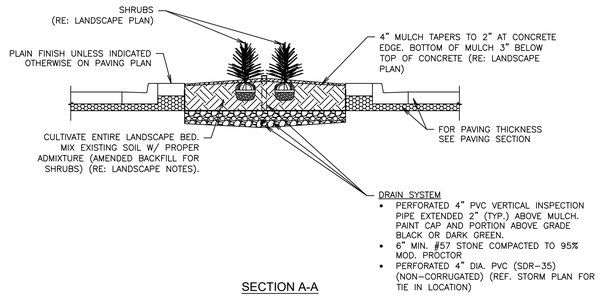
LANDSCAPE PARKING ISLANDS ARE TO BE IRRIGATED WITH A DRIP LINE SYSTEM. A SPRAY OR ROTARY HEAD SPRINKLER SYSTEM IS NOT AN ACCEPTABLE IRRIGATION METHOD FOR LANDSCAPE PARKING ISLANDS. (RE: PROJECT SPECS.)

*FOR DOUBLE ROW SHRUBS

RE: STORM PLAN TO DETERMINE IF USE OF LANDSCAPE BED DRAIN PIPE IS REQUIRED



PLAN



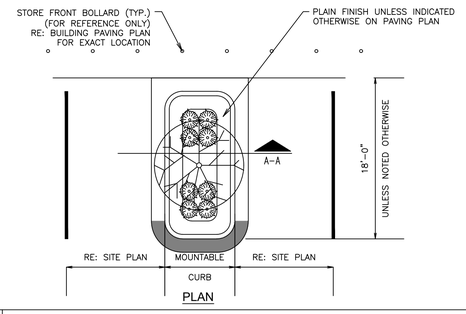
SECTION A-A

F1	PARKING ISLAND W/ SHRUBS LANDSCAPE DETAIL (ADJACENT TO CURB & GUTTER)
NTS	SN: LD010A012

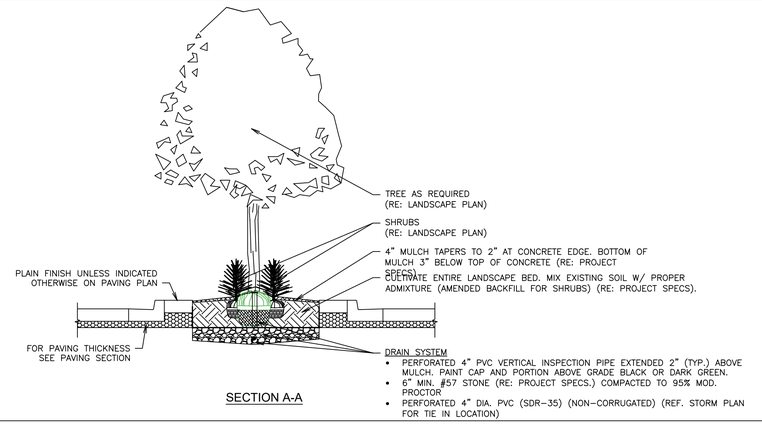
RE: LANDSCAPE PLAN FOR SHRUB PLACEMENT AND QUANTITY.

LANDSCAPE PARKING ISLANDS ARE TO BE IRRIGATED WITH A DRIP LINE SYSTEM. A SPRAY OR ROTARY HEAD SPRINKLER SYSTEM IS NOT AN ACCEPTABLE IRRIGATION METHOD FOR LANDSCAPE PARKING ISLANDS. (RE: PROJECT SPECS.)

RE: STORM PLAN TO DETERMINE IF USE OF LANDSCAPE BED DRAIN PIPE IS REQUIRED



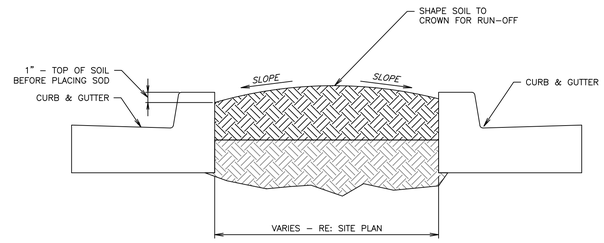
PLAN



SECTION A-A

	PARKING ISLAND W/ SHRUBS & TREE LANDSCAPE DETAIL (W/ RADIUS PROTECTOR)
NTS	SN: LD011A012

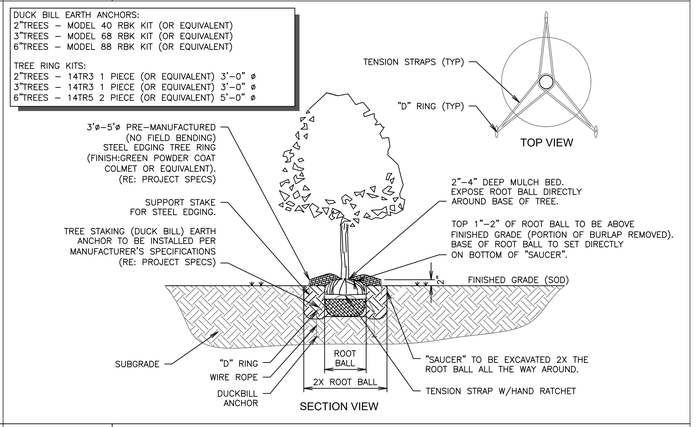
NOTE: SLOPE ON LAWN AREAS NOT TO EXCEED 3:1 UNLESS NOTED OTHERWISE (RE: GRADING PLAN)



	TYPICAL LAWN SECTION
NTS	SN: LD007A002

DUCK BILL EARTH ANCHORS:
2"TREES – MODEL 40 RBK KIT (OR EQUIVALENT)
3"TREES – MODEL 68 RBK KIT (OR EQUIVALENT)
6"TREES – MODEL 88 RBK KIT (OR EQUIVALENT)

TREE RING KITS:
2"TREES – 14TR3 1 PIECE (OR EQUIVALENT) 3'–0" ø
3"TREES – 14TR3 1 PIECE (OR EQUIVALENT) 3'–0" ø
6"TREES – 14TR5 2 PIECE (OR EQUIVALENT) 5'–0" ø



SECTION VIEW

A6	TREE PLANTING DETAIL - DUCKBILL
NTS	SN: LD008B006

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Greenwood Village, Colorado 80111 (303) 228–2300

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DRAWN BY: AMC
CHECKED BY: CPH
DATE: 12/13/2024

QUIKTRIP 4263
PARKER RD. & HAVANA
SITE PLAN
LANDSCAPE DETAILS

PRELIMINARY
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Kimley»Horn
Kimley-Horn and Associates, Inc.

PROJECT NO.
096888046

DRAWING NAME
MUNICIPALITY

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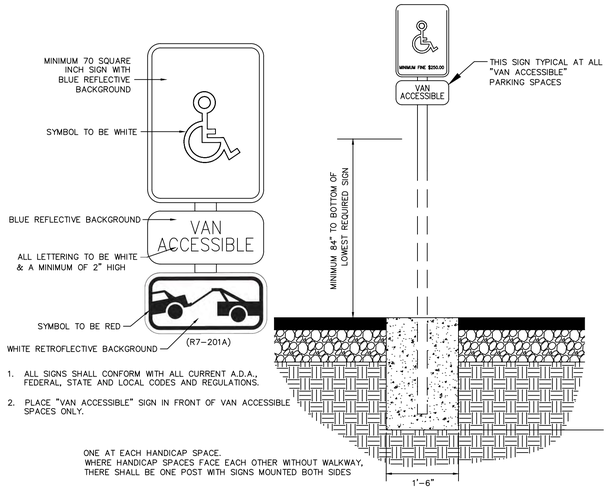
QUIKTRIP 4263

SITE PLAN AND CONDITIONAL USE

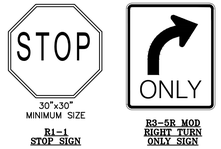
A PARCEL OF LAND IN THE SOUTHWEST $\frac{1}{4}$ SECTION SECTION 26, TOWNSHIP 4 SOUTH, RANGE 67 WEST, 6TH P.M.
COUNTY OF ARAPAHOE, STATE OF COLORADO

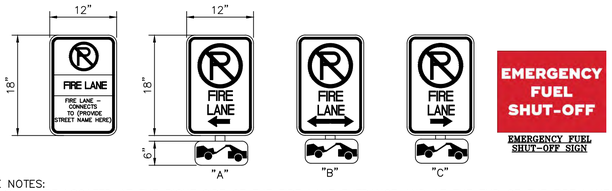


HANDICAP PARKING SIGN

N.T.S.

SIGN LEGEND:





FIRE LANE NOTES:
1. SIGNS SHALL BE LOCATED AT THE RIGHT SIDE OF THE FIRE LANE ENTRANCE AND AT THE END OF THE FIRE LANE. THE INTERMEDIATE SIGNS SHALL HAVE DOUBLE HEADED ARROWS POINTING IN BOTH DIRECTIONS.

2. TYPICALLY, THE MAXIMUM SPACING OF THE FIRE LANE SIGNS IS 100' ON CENTER WITH SIGNS BEING PLACED ON BOTH SIDES OF THE FIRE LANE EASEMENT. WHERE EXCESSIVE CURVATURE OF THE FIRE LANE EXISTS, THE SPACING OF THE FIRE LANE SIGNAGE WILL BE INCREASED AS NEEDED.

3. THE SIGNS SHALL BE SET AT ANGLE OF NOT LESS THAN 30 DEGREES AND NOT MORE THAN 45 DEGREES WITH THE CURB OR LINE OF TRAFFIC FLOW.

4. FIRE LANE SIGNS SHOULD BE INSTALLED 2' BEHIND CURB OR SIDEWALK.

5. THE CLEARANCE TO THE BOTTOM OF THE SIGN SHALL BE 7 FEET. THERE SHALL BE NO OTHER SIGNS ATTACHED TO THE SIGN OR POST.

6. PLACEMENT OF THESE SIGNS CANNOT ENCROACH INTO THE 29' INSIDE TURNING RADIUS OF THE FIRE LANE EASEMENT, OBSTRUCT ANY FIRE HYDRANT OR FIRE DEPARTMENT CONNECTION OR ENCROACH INTO THE ACCESSIBLE ROUTE OF THE SIDEWALK AREA.

7. SIGNS SHALL BE INSTALLED PER COA DETAIL TE-11

8. SIGNS SHALL BE SET AT AN ANGLE OF NOT LESS THAN 30 DEGREES AND NOT MORE THAN 45 DEGREES WITH THE CURB OR LINE OF TRAFFIC FLOW.

9. SIGNS SHALL BE SPACED 50-FEET ON ALTERNATING SIDES OF THE FIRE LANE IN ACCORDANCE WITH 2015-IFC

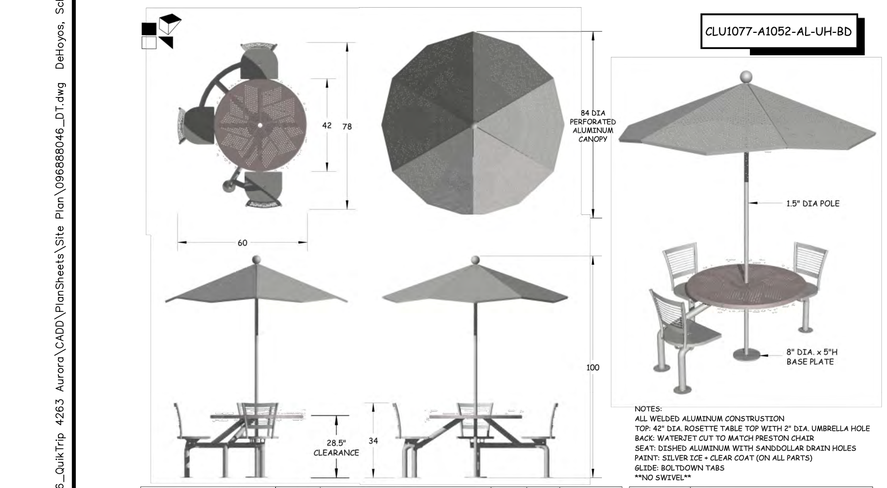
10. SIGNS SHALL BE INSTALLED 2 FEET BEHIND CURB OR SIDEWALK

11. FIRE LANE SIGN DETAIL SHALL SHOW L, R, B (OR SIMILAR) IDENTIFICATION FOR EACH SIGN UTILIZED TO MATCH LOCATIONS ON PLANS

12. LOWEST SIGN SHALL BE MOUNTED 7 FEET ABOVE GRADE

FIRE LANE SIGN

N.T.S.



NOTES:
ALL WELDED ALUMINUM CONSTRUSTION
TOP: 42" DIA. ROSETTE TABLE TOP WITH 2" DIA. UMBRELLA HOLE
BACK: WATERJET CUT TO MATCH PRESTON CHAIR
SEAT: DISHED ALUMINUM WITH SANDDOLLAR DRAIN HOLES
PAINT: SILVER ICE + CLEAR COAT (ON ALL PARTS)
GLIDE: BOLTDOWN TABS
NO SWIVEL

DATE	E.C.O	REV.	BY	APPROVED
27FEB12	ADD TABLE TOP		RN	
29MAR11	ILLUSTRATION		DK	

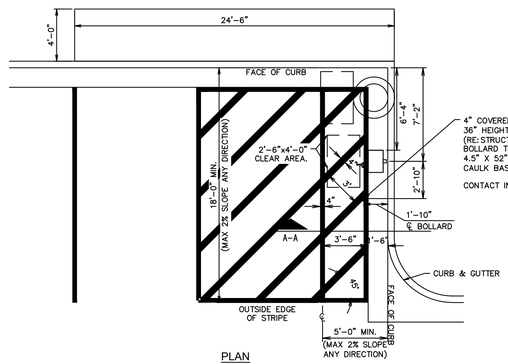
BENCHMARK DESIGN GROUP
456 OSCEOLA AVENUE
JACKSONVILLE, FL. 32250

TCW file location: F: Rebecca / Umb & Clusters / 3-seater / CLU1077-A1052-AL-UH-BD

CLIENT:	QUIKTRIP
LOCATION:	TULSA, OK
DESCRIPTION:	3-SEAT PRESTON CLUSTER (ADA COMPLIANT)
MATERIAL:	ALL ALUMINUM

OUTDOOR SEATING DETAIL

N.T.S.

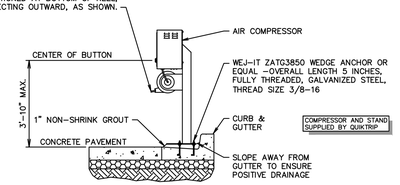


PLAN

4" COVERED STRUCTURAL BOLLARD (QT PROVIDED)
36" HEIGHT ABOVE FINISHED GRADE.
(RE:STRUCT FOR BOLLARD INSTALL).
BOLLARD TO BE COVERED WITH ENCORE COMMERCIAL PRODUCTS INC.
4.5" X 52" YELLOW SLEEVE, CUT TO FIT ONSITE (CONTRACTOR PROVIDED).
CAULK BASE W/MASTERSEAL SL-2 POLYURETHANE SEALANT.

CONTACT INFO: WWW.POSTGUARD.COM OR 1-866-737-8900.

INSTALL STOP DONUT 18" FROM END OF HOSE.
ADJUST HOSE TENSION TO 1 TO 2 LBS. AT BEGINNING OF PULL.
TAKE WRAPS OFF OF REEL TO LESSEN PULL WEIGHT.
HOSE REEL TO BE MOUNTED TO STEEL POST.
HOSE TO BE POSITIONED AT BOTTOM OF REEL, PROJECTING OUTWARD, AS SHOWN.



SECTION A-A

AIR SERVICE INSTALL PLAN (RIGHT HAND INSTALL)

N.T.S.

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Kimley»Horn
2024 KIMLEY-HORN AND ASSOCIATES, INC.
6200 S South Syracuse Way #300
Greenwood Village, Colorado 80111 (303) 228-2300

NO.	REVISION	BY	DATE	APPR.

DESIGNED BY: SAM
DRAWN BY: SPD
CHECKED BY: SAM
DATE: 08/30/24

QUIKTRIP 4263
PARKER RD. & HAVANA
SITE PLAN
SITE DETAIL SHEET

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Kimley»Horn
Kimley-Horn and Associates, Inc.

PROJECT NO. 096888046

DRAWING NAME 096888046_DT.DWG

12

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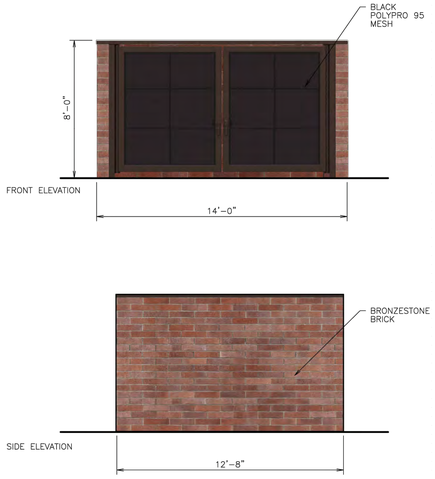
QUIKTRIP 4263

SITE PLAN AND CONDITIONAL USE

A PARCEL OF LAND IN THE SOUTHWEST $\frac{1}{4}$ SECTION SECTION 26, TOWNSHIP 4 SOUTH, RANGE 67 WEST, 6TH P.M.
COUNTY OF ARAPAHOE, STATE OF COLORADO

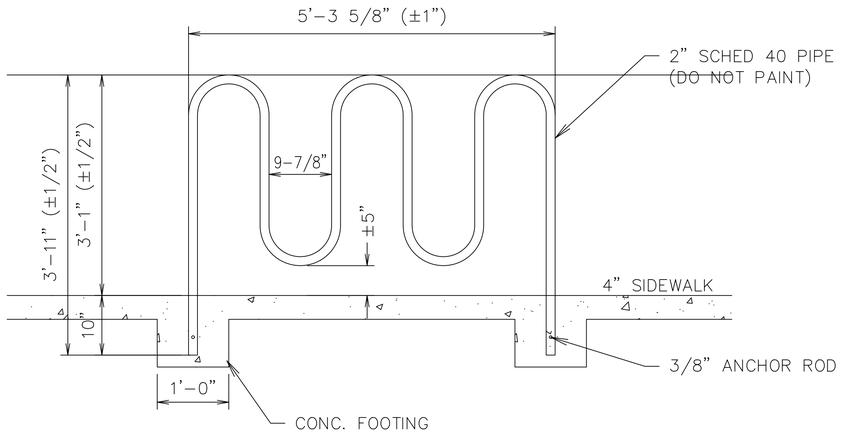
MODEL: BELSON OUTDOORS MODEL: H36-7-G-IG
(PROVIDED BY CONTRACTOR)



TRASH ENCLOSURE DETAILS

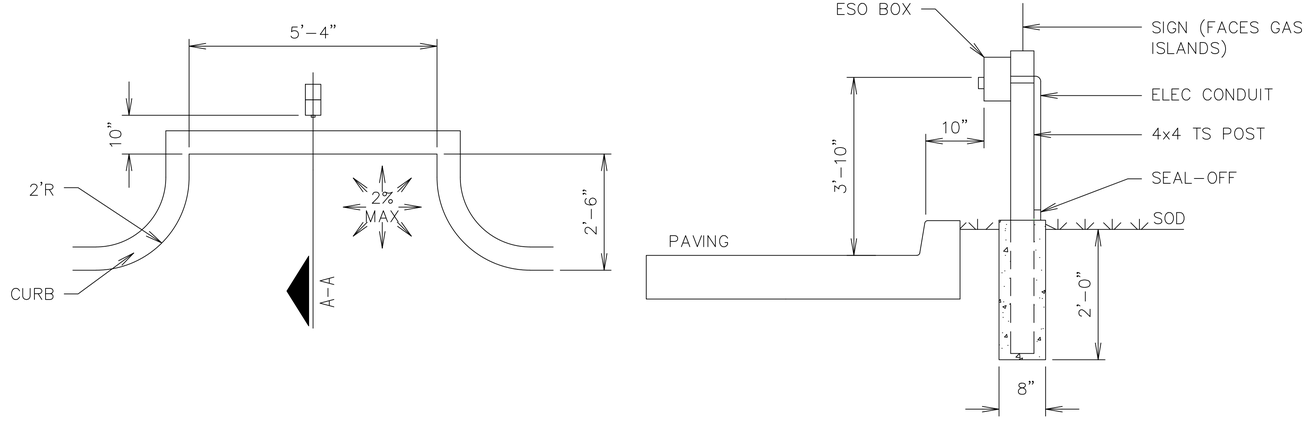
N.T.S.

GC TO PROVIDE AND INSTALL EMERGENCY SHUTOFF SWITCH SIGNAGE AS REQUIRED BY LOCAL JURISDICTION



GEN III BIKE RIBBON RACK DETAIL

N.T.S.



SECTION A-A

EMERGENCY SHUT OFF DETAIL

N.T.S.

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Greenwood Village, Colorado 80111 (303) 228-2300

DESIGNED BY: SAM
DRAWN BY: SPD
CHECKED BY: SAM
DATE: 08/30/24

QUIKTRIP 4263
PARKER RD. & HAVANA
SITE PLAN
SITE DETAIL SHEET

PRELIMINARY
NOT FOR CONSTRUCTION
Kimley»Horn
Kimley-Horn and Associates, Inc.

PROJECT NO.
096888046

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QUIKTRIP 4263

SITE PLAN AND CONDITIONAL USE

A PARCEL OF LAND IN THE SOUTHWEST $\frac{1}{4}$ SECTION SECTION 26, TOWNSHIP 4 SOUTH, RANGE 67 WEST, 6TH P.M.
COUNTY OF ARAPAHOE, STATE OF COLORADO

Brightness Table		
	TOTAL	BRIGHT COLOR
FRONT FACADE:	1635 SF	152 SF 9%
RIGHT FACADES:	899 SF	31 SF 3%
REAR FACADE:	1477 SF	96 SF 6%





QuikTrip
4705 South 129th East Ave.
Tulsa, OK 74134-7008
P.O. Box 3475
Tulsa, OK 74101-3475
(918) 615-7700

Store #		Address:	City, State:
4263	G3SE Building Elevations	Parker & Havana	Aurora, CO

Serial #	Scale:	Issue Date:	Drawn By:	Rev/Notes:
83-4263-G3SE	1/8"=1'-0"	08.16.24	JK	

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#	FINISH	MANUFACTURER	SPECIFICATION
1	BRONZESTONE	INTERSTATE BRICK	ATLAS STRUCTURAL BRICK
2	MIDNIGHT	INTERSTATE BRICK	ATLAS STRUCTURAL BRICK
3	BRUSHED ALUMINUM	REYNOBOND	FASCIA
4	QT RED	SHERWIN-WILLIAMS	STANDING SEAM AWNING
5	RED POLYCARBONATE	ALLEN INDUSTRIES	ILLUMINATED BAND
6	QT BROWN	SHERWIN - WILLIAMS	METAL PAINT
7	CL-44	ALLEN INDUSTRIES	ILLUMINATED SIGNAGE
8	CL-46R	ALLEN INDUSTRIES	SIGNAGE
9	ONYX	QUALITY STONE VENEER	STACKED STONE

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QUIKTRIP 4263
PARKER RD. & HAVANA
SITE PLAN
BUILDING ELEVATIONS

PRELIMINARY
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Kimley»Horn
Kimley-Horn and Associates, Inc.

PROJECT NO.
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DRAWING NAME
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SITE PLAN AND CONDITIONAL USE

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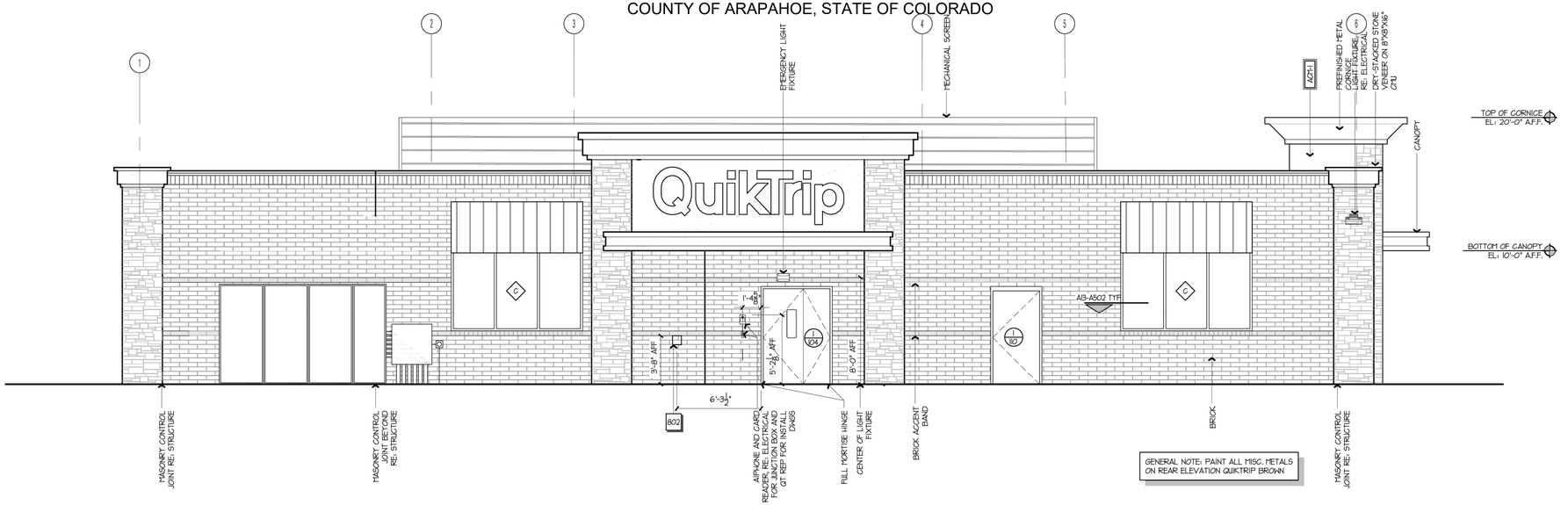
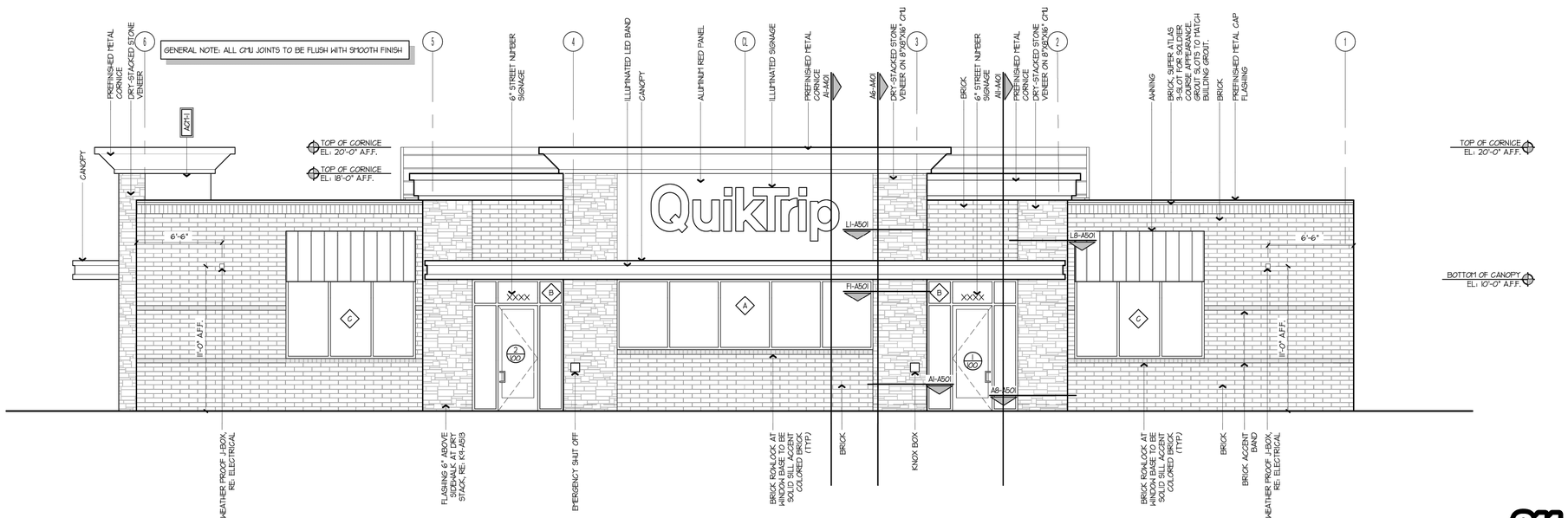
COUNTY OF ARAPAHOE, STATE OF COLORADO

GENERAL NOTE: ALL CMU JOINTS TO BE FLUSH WITH SMOOTH FINISH



GENERAL NOTE: PAINT ALL MISC. METALS ON REAR ELEVATION QUIKTRIP BROWN

REAR ELEVATION
N.T.S



FRONT ELEVATION
N.T.S

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DESIGNED BY: SAM
DRAWN BY: SPD
CHECKED BY: SAM
DATE: 08/30/24

QUIKTRIP 4263
PARKER RD. & HAVANA
SITE PLAN
BUILDING ELEVATIONS (A201)

PRELIMINARY
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Kimley»Horn
Kimley-Horn and Associates, Inc.

PROJECT NO.
096888046

DRAWING NAME
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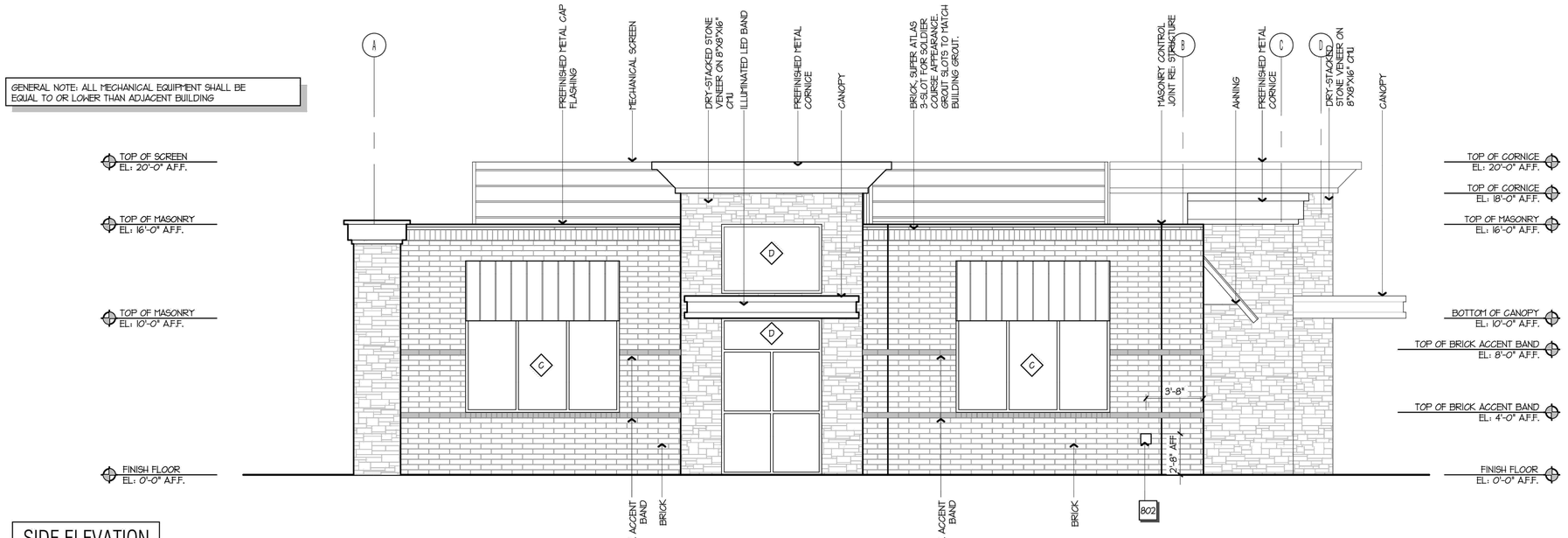
SITE PLAN AND CONDITIONAL USE

A PARCEL OF LAND IN THE SOUTHWEST $\frac{1}{4}$ SECTION SECTION 26, TOWNSHIP 4 SOUTH, RANGE 67 WEST, 6TH P.M.
COUNTY OF ARAPAHOE, STATE OF COLORADO

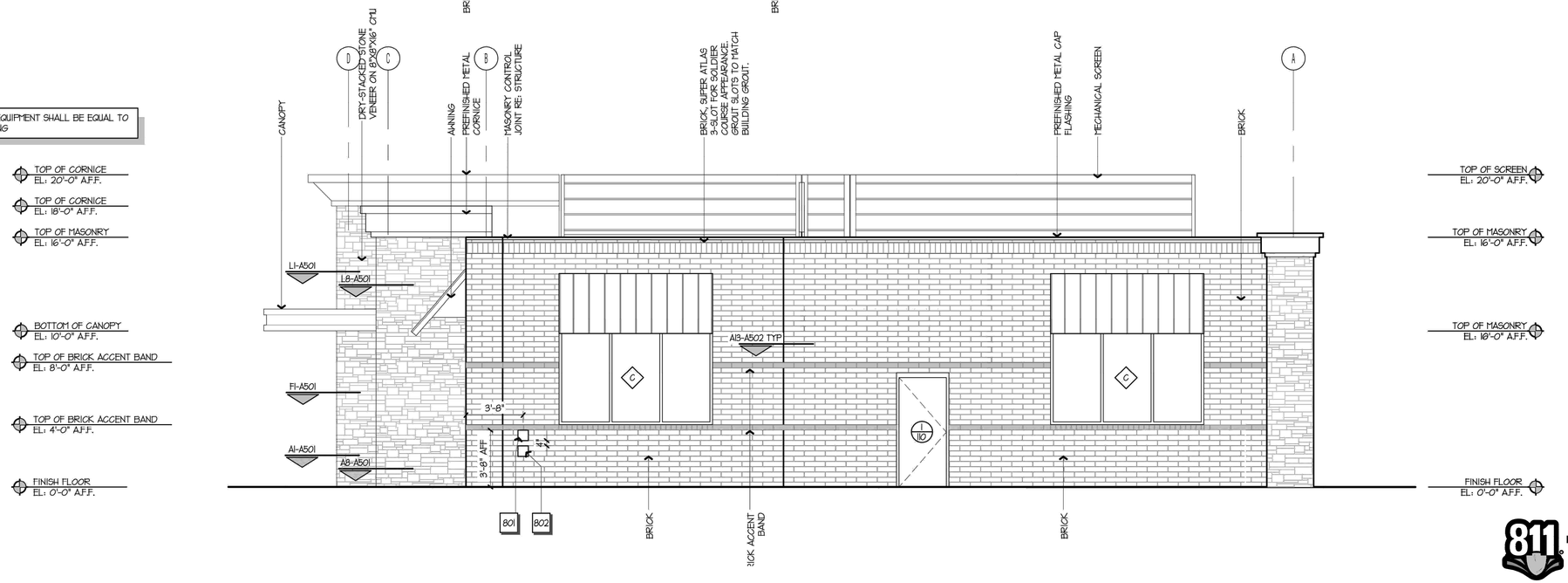
GENERAL NOTE: ALL MECHANICAL EQUIPMENT SHALL BE EQUAL TO OR LOWER THAN ADJACENT BUILDING



SIDE ELEVATION

$\frac{1}{4}$" = 1'-0"

GENERAL NOTE: ALL MECHANICAL EQUIPMENT SHALL BE EQUAL TO OR LOWER THAN ADJACENT BUILDING



SIDE ELEVATION

$\frac{1}{4}$" = 1'-0"

811 Know what's below. Call before you dig.

NO.	REVISION	BY	DATE	APPR.

Kimley»Horn
2024 KIMLEY-HORN AND ASSOCIATES, INC.
6200 S South Syracuse Way #300
Greenwood Village, Colorado 80111 (303) 228-2300

DESIGNED BY: SAM
DRAWN BY: SPD
CHECKED BY: SAM
DATE: 08/30/24

QUIKTRIP 4263
PARKER RD. & HAVANA
SITE PLAN
BUILDING ELEVATIONS (A202)

PRELIMINARY
NOT FOR CONSTRUCTION
Kimley»Horn
Kimley-Horn and Associates, Inc.

PROJECT NO.
096888046

DRAWING NAME
096888046_EL.DWG

16

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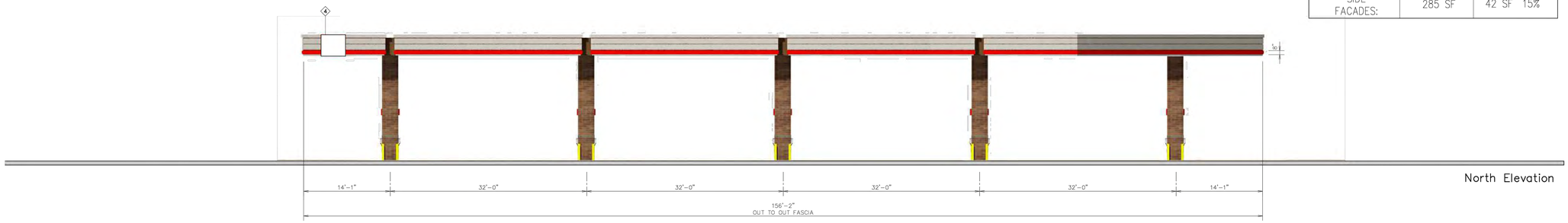
QUIKTRIP 4263

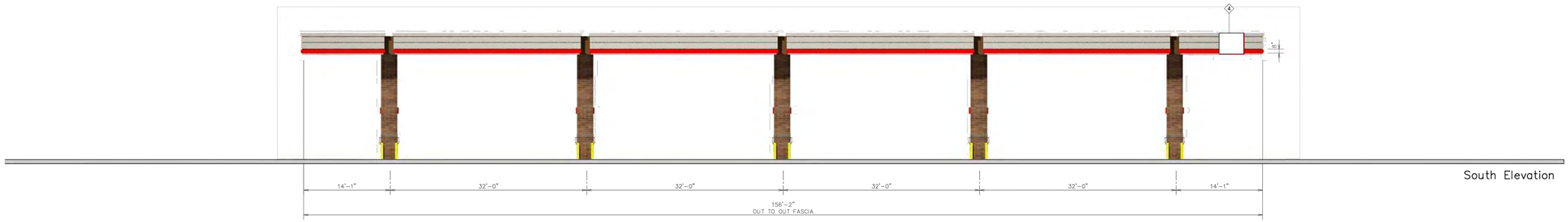
SITE PLAN AND CONDITIONAL USE

A PARCEL OF LAND IN THE SOUTHWEST $\frac{1}{4}$ SECTION SECTION 26, TOWNSHIP 4 SOUTH, RANGE 67 WEST, 6TH P.M.
COUNTY OF ARAPAHOE, STATE OF COLORADO

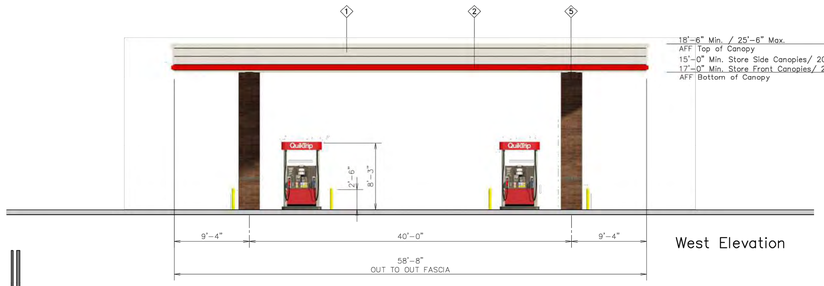
Brightness Table		
	TOTAL	BRIGHT COLOR
FRONT/REAR FACADE:	736 SF	146 SF 20%
SIDE FACADES:	285 SF	42 SF 15%



North Elevation



South Elevation



West Elevation



East Elevation

QuikTrip
4705 South 129th East Ave.
Tulsa, OK 74134-7008
P.O. Box 3475
Tulsa, OK 74101-3475
(918) 615-7700

Store #		Address:	City, State:
4263	Double Stack 9 Canopy Elevations	Parker & Havana	Aurora, CO

Serial #	Scale:	Issue Date:	Drawn By:	Rev/Notes:
83-4263-GD09	1/8"=1'-0"	08.15.24	JK	

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#	FINISH	MANUFACTURER	SPECIFICATION
1	BRUSHED ALUMINUM	REYNOBOND	CANOPY
2	RED POLYCARBONATE	ALLEN INDUSTRIES	ILLUMINATED BAND
3	QT BROWN	SHERWIN – WILLIAMS	METAL/PAINT
4	QC-14	ALLEN INDUSTRIES	ILLUMINATED SIGNAGE
5	BRONZESTONE	INTERSTATE BRICK	ATLAS STRUCTURAL BRICK
6	BLACK	ALL COURT FABRICS	POLYPRO 95 MESH

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QUIKTRIP 4263
PARKER RD. & HAVANA
SITE PLAN
CANOPY ELEVATIONS

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PROJECT NO.
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DRAWING NAME
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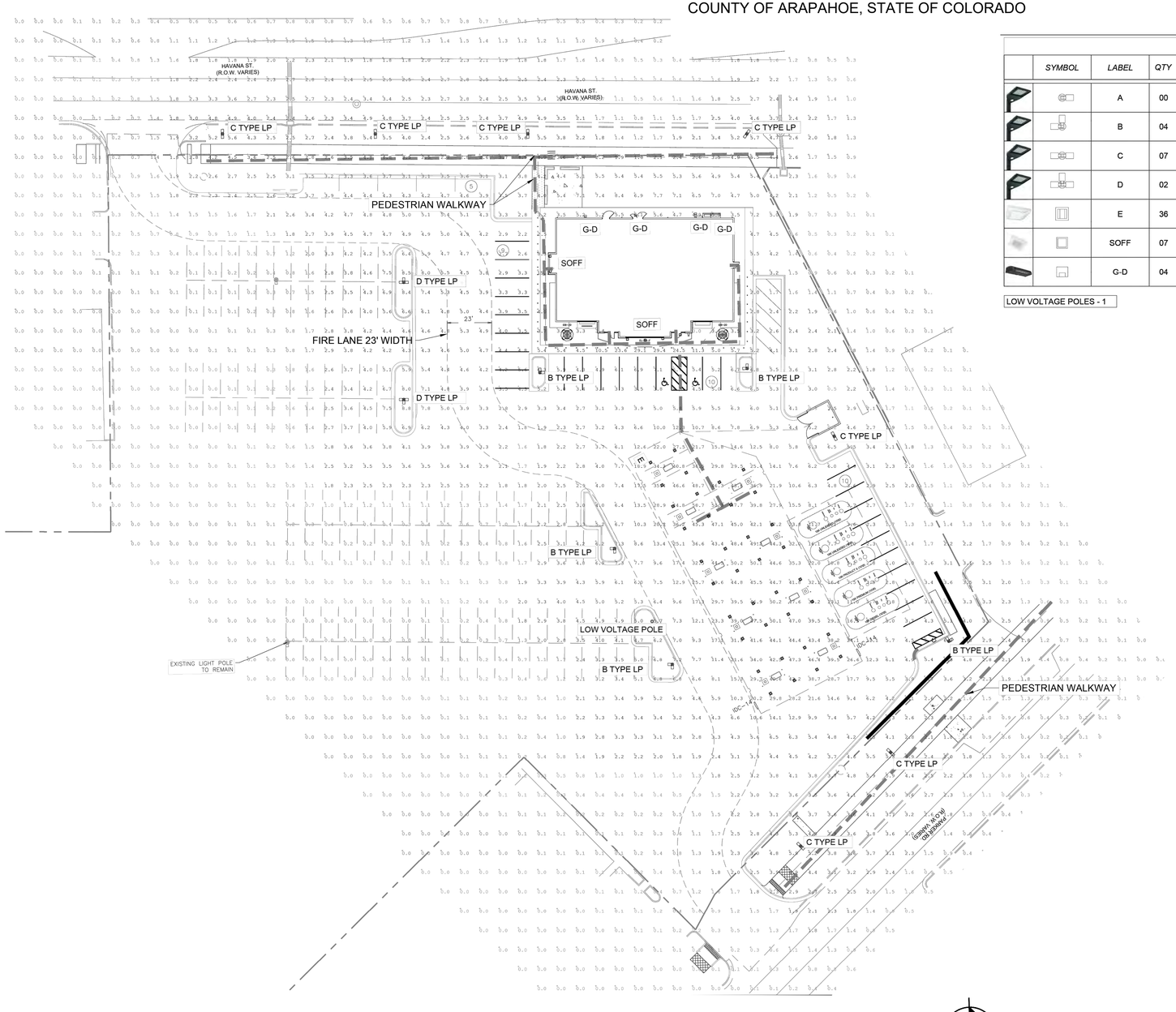
QUIKTRIP 4263

SITE PLAN AND CONDITIONAL USE

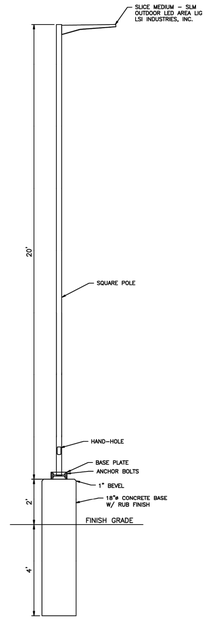
A PARCEL OF LAND IN THE SOUTHWEST $\frac{1}{4}$ SECTION SECTION 26, TOWNSHIP 4 SOUTH, RANGE 67 WEST, 6TH P.M.
COUNTY OF ARAPAHOE, STATE OF COLORADO



LUMINAIRE SCHEDULE

	SYMBOL	LABEL	QTY	ARRANGEMENT	MOUNTING HEIGHT	LUMENS PER LAMP	LLF	DESCRIPTION	TOTAL WATTS	FINISH
		A	00	SINGLE	22'	12,591	0.90	SLM-LED-12L-SIL-FT-40-70-CRI	93.1	BLACK
		B	04	2 @ 90°	22'	12,591	0.90	SLM-LED-12L-SIL-FT-40-70-CRI	93.1	BLACK
		C	07	2 @ 180°	22'	12,591	0.90	SLM-LED-12L-SIL-FT-40-70-CRI	93.1	BLACK
		D	02	3 @ 90°	22'	12,591	0.90	SLM-LED-12L-SIL-FT-40-70-CRI	93.1	BLACK
		E	36	SINGLE	17'	12,793	0.90	SCV-LED-13L-SC-40	83.6	WHITE
		SOFF	07	SINGLE	10'	6,041	0.90	XSPS-S-LED-VHO-NW-DFL	48.7	WHITE
		G-D	04	SINGLE	12'	12,793	0.90	XWM-3-LED-06-40	54.0	BLACK

LOW VOLTAGE POLES - 1



AUTO SIDE LIGHT STANDARD
NOT TO SCALE

NORTH

GRAPHIC SCALE IN FEET
0 15 30 60

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QUIKTRIP 4263
PARKER RD. & HAVANA
SITE PLAN
PHOTOMETRIC SITE PLAN

PRELIMINARY
NOT FOR CONSTRUCTION
Kimley»Horn
Kimley-Horn and Associates, Inc.

PROJECT NO.
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DRAWING NAME
096888046_PH.DWG

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QUIKTRIP 4263
SITE PLAN AND CONDITIONAL USE
A PARCEL OF LAND IN THE SOUTHWEST $\frac{1}{4}$ SECTION SECTION 26, TOWNSHIP 4 SOUTH, RANGE 67 WEST, 6TH P.M.
COUNTY OF ARAPAHOE, STATE OF COLORADO

Catalog # :
Project :
Prepared By :
Date :

Slice Medium - SLM
Outdoor LED Area Light



The Slice's sleek design makes it perfectly-suited for Commercial & Industrial applications, while its cost-effective die-cast aluminum housing makes its acquisition cost very competitive. The Slice offers high performance silicone optics, die cast aluminum housing, #2000+ lumens and is available with integral Airlink Synapse controls.

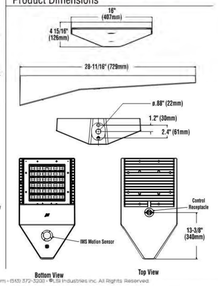
Features & Specifications

Optical System
- State-of-the-Art one piece silicone optic sheet delivers industry leading optical control with an integrated gasket to provide IP66 rated sealed optical chamber in 1 component.
- Proprietary silicone refracter optics provide exceptional coverage and uniformity in IES Types 2, 3, SW, FT and FTA.
- Silicone optical material does not yellow or crack with age and provides a typical light transmittance of 93%.
- Zero uplight.
- Available in 5000K, 4000K, 3000K, and 2700K color temperatures per ANSI C78.377, Optional 5700K CCT available in 90CRI only.
- Minimum CRI of 70. Optional 80 and 90 CRI available, consult factory for lead time.
- Integral Louver (IL) option available for improved back-light control without sacrificing street side performance. See page 5 for more details.

Electrical
- High-performance driver features over-voltage, under-voltage, short-circuit and over temperature protection.
- 0-10V dimming (10% - 100%) standard.
- Standard Universal Voltage (120-277 Vac) Input 50/60 Hz or optional High Voltage (347-480 Vac).
- L80 Calculated Life: >100k Hours (See Lumen Maintenance on Page 3)
- Total harmonic distortion: <20%
- Operating temperature: -40°C to +50°C (-40°F to +122°F). 42L lumen package rated to +40°C.
- Power factor: >.90
- Input power stays constant over life.
- Field replaceable surge protection device meets a minimum Category C Low operation (per ANSI/IEEE C62.41.2).
- High-efficacy LEDs mounted to metal-core circuit board to maximize heat dissipation
- Terminal block provided accepts up to 10ga wire.
- Components are fully encased in potting material for moisture resistance. Driver complies with FCC standards. Driver and key electronic components can easily be accessed.

IP66

Product Dimensions



LSI Industries Inc 10000 Alliance Rd. Cincinnati, OH 45242 • www.lsi-industries.com • (513) 372-3200 • LSI Industries Inc. All Rights Reserved.

Slice Medium - SLM
Outdoor LED Area Light

Features & Specifications (Cont.)

Construction
- Rugged die-cast aluminum housing contains factory prewired driver and optical unit. Cast aluminum wiring access door located underneath.
- Designed to mount to square poles.
- Luminaire is proudly manufactured in the U.S.of U.S. and imported parts.
- IP66 rated luminaire protects integral components from harsh environments.
- 3G rated for ANSI C136.31 high vibration applications
- Fixtures are finished with LSI's DuraGrip® polyester powder coat finishing process. The DuraGrip finish withstands extreme weather changes without cracking or peeling. Other standard LSI finishes available. Consult factory.
- Shipping weight: 30 lbs in carton.

Controls
Wireless Controls System

To make this fixture AirLink ready, simply order one of the following options:
a. The integrated Wireless Lighting Controller: ALSC or ALSCH (see ordering guide) as the controls option, or
b. Integrated Wireless Controller option (above) with integrated motion sensor: ALSCS (ordering guide for mounting height) or
c. The 7-Pin Photoelectric Control Receptacle: CR7P as the controls option; and either the 5-Pin or 7-Pin Twist Lock Controller: ALSC UNV TLS or ALSC UNV TL7 as an accessory

To see how the components of AirLink system work together, reference the diagram in the controls section of this specsheet. For more information on our AirLink products, visit our website: www.lsi-airlink.com/airlink-synapse/

Stand-Alone Controls
- The integral passive infrared motion sensor (IMS) activates switching of luminaire light levels (see the controls section for more details).
- The 7-pin ANSI C136.41-2013 photocontrol receptacle option (CR7P) is available for twist lock photocontrols or wireless control modules.
- The Button Type Photocells (PCI) are capable of switching luminaires ON/OFF in response to the amount of available daylight.

Installation
- A single fastener secures the hinged door, underneath the housing and provides quick & easy access to the electrical compartment for installing/servicing.
- Included terminal block provides quick and easy on-site wiring.
- Utilizes LSI's traditional 3" drill pattern for easy fastening of LSI products. (See drawing on page 1)

Warranty
- LSI LED Fixtures carry a 5-year warranty.

Listings
- Listed to UL 1598 and UL 8750.
- RoHS Compliant.
- American Recovery and Reinvestment Act Funding Compliant.
- IDA compliant: with 3000K color temperature selection.
- Title 24 Compliant; see local ordinance for qualification information.
- Suitable For wet Locations.
- IP66 rated Luminaire. IP66 rated optical chamber.
- 3G rated for ANSI C136.31 high vibration applications

Performance

ELECTRICAL DATA (AMPS)*

Lumens	Watts	120V	208V	240V	277V	347V	480V
9L	68.2	0.6A	0.3A	0.3A	0.3A	0.2A	0.1A
12L	93.1	0.8A	0.4A	0.4A	0.3A	0.3A	0.2A
18L	140.5	1.2A	0.7A	0.6A	0.5A	0.4A	0.3A
24L	186.8	1.6A	0.9A	0.8A	0.7A	0.5A	0.4A
30L	248.6	2.1A	1.2A	1.0A	0.9A	0.7A	0.5A
36L	317.9	2.6A	1.5A	1.3A	1.1A	0.9A	0.7A
42L	393.4	3.3A	1.9A	1.6A	1.4A	1.1A	0.8A

*Electrical data at 25C (77F). Actual wattage may differ by +/-10%

ELECTRICAL DATA - PHOSPHOR CONVERTED AMBER (AMPS)*

Lumens	Watts	120V	208V	240V	277V	347V	480V
9L	74.3	0.6A	0.4A	0.3A	0.3A	0.2A	0.2A
12L	100.9	0.9A	0.5A	0.4A	0.4A	0.3A	0.2A

*Electrical data at 25C (77F). Actual wattage may differ by +/-10%

RECOMMENDED LUMEN MAINTENANCE(24-42L)

Ambient	Initial¹	25 hr²	50 hr²	75 hr²	100 hr²
0-40 C	100%	100%	97%	94%	92%

RECOMMENDED LUMEN MAINTENANCE(9-18L)

Ambient	Initial¹	25 hr²	50 hr²	75 hr²	100 hr²
0-50 C	100%	99%	91%	87%	83%

1 - Lumen maintenance values at 25C are calculated per TM-21 based on LM-80 data and in-situ testing.
2 - In accordance with IESNA TM-21-11. Projected Values represent interpolated value based on time durations that are within six times the IESNA LM-80-08 total test duration for the device under testing.
3 - In accordance with IESNA TM-21-11. Calculated Values represent time durations that exceed six times the IESNA LM-80-08 total test duration for the device under testing.

DELIVERED LUMENS*

Lumen Package	Distribution	Phosphor Converted Amber Delivered Lumens	Efficacy	BUG Rating	Wattage
9L	2	3056	80	B2-U0-G1	74
	3	3735	98	B3-U0-G1	
	3	4196	83	B3-U0-G1	
	3-IL	4205	56	B0-U0-G1	
	SW	5528	74	B3-U0-G1	
	FT	5622	76	B3-U0-G2	
	FT-IL	3712	50	B0-U0-G1	
	FTA	5997	80	B2-U0-G2	
	FTA-IL	4254	57	B0-U0-G1	
12L	2	7659	75	B2-U0-G2	103
	3-IL	4798	46	B0-U0-G1	
	3	7965	78	B3-U0-G2	
	3-IL	5335	52	B0-U0-G1	
	FT	7913	77	B3-U0-G2	
	FT-IL	7913	73	B2-U0-G2	
	FTA	4739	46	B0-U0-G1	
	FTA	7698	74	B2-U0-G2	
	FTA-IL	5997	57	B0-U0-G1	

*LED Chips are frequently updated therefore values are nominal

LUMINAIRE EPA CHART - SLM

Tilt Degree	0	30	45	Tilt Degree	0	30	45
Single	0.5	2.1	2.6	TNT	1.2	2.9	3.6
D180°	1.1	2.1	2.6	TNT/D	1.3	4.4	5.4
D90°	0.9	2.5	3.1	D90°	1.2	2.9	3.6

Specifications and dimensions subject to change without notice.

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09/28/18

Slice Medium - SLM
Outdoor LED Area Light

DELIVERED LUMENS*

Lumen Package	Distribution	CRI	2700K CCT Delivered Lumens	Efficacy	BUG Rating	3000K CCT Delivered Lumens	Efficacy	BUG Rating	4000K CCT Delivered Lumens	Efficacy	BUG Rating	5000K CCT Delivered Lumens	Efficacy	BUG Rating	Wattage
9L	2	70	8340	112	B2-U0-G2	8576	175	B2-U0-G1	9396	127	B2-U0-G2	8184	143	B2-U0-G2	69
	2	90	6705	75	B2-U0-G1	6855	83	B2-U0-G1	7511	86	B2-U0-G1	6544	86	B2-U0-G1	
	3	70	8631	125	B1-U0-G2	8862	179	B1-U0-G2	9645	141	B2-U0-G2	10604	147	B2-U0-G2	
	3-IL	70	11420	72	B0-U0-G2	6454	94	B0-U0-G2	7373	103	B0-U0-G2	7365	107	B0-U0-G2	
	SW	70	8153	119	B2-U0-G2	8380	172	B2-U0-G2	9181	134	B2-U0-G2	9560	140	B2-U0-G2	
	FT	70	8301	122	B2-U0-G2	8529	175	B2-U0-G2	9345	137	B2-U0-G2	8155	143	B2-U0-G2	
	FT-IL	70	5393	79	B0-U0-G2	5542	81	B0-U0-G2	6069	89	B0-U0-G2	6320	92	B0-U0-G2	
	FTA	70	8856	130	B2-U0-G2	9100	187	B2-U0-G2	9970	146	B2-U0-G2	9853	155	B2-U0-G2	
	FTA-IL	70	6280	91	B1-U0-G1	6069	93	B1-U0-G1	6878	102	B1-U0-G1	7266	106	B1-U0-G1	
12L	2	70	10972	113	B2-U0-G2	11276	122	B2-U0-G2	12356	134	B2-U0-G2	13053	141	B2-U0-G2	94
	2	70	8819	74	B1-U0-G1	7177	76	B1-U0-G1	7738	83	B1-U0-G2	8179	86	B1-U0-G2	
	3	70	11356	117	B1-U0-G2	11664	126	B1-U0-G2	12781	138	B2-U0-G2	13506	146	B2-U0-G2	
	3-IL	70	7526	80	B0-U0-G2	7729	83	B0-U0-G2	8469	91	B0-U0-G2	8948	97	B0-U0-G2	
	SW	70	10980	116	B2-U0-G2	11169	119	B2-U0-G2	12038	131	B2-U0-G2	12716	136	B2-U0-G2	
	FT	70	11141	118	B2-U0-G2	11444	122	B2-U0-G2	12436	134	B2-U0-G2	13264	139	B2-U0-G2	
	FT-IL	70	7267	77	B0-U0-G2	7462	79	B0-U0-G2	8116	88	B0-U0-G2	8466	90	B0-U0-G2	
	FTA	70	11924	126	B2-U0-G2	12272	131	B2-U0-G2	13125	141	B2-U0-G2	13972	149	B2-U0-G2	
	FTA-IL	70	8280	88	B1-U0-G1	8511	91	B1-U0-G1	9325	99	B1-U0-G1	9715	103	B1-U0-G1	
18L	2	70	16614	118	B2-U0-G2	17106	122	B2-U0-G2	18756	134	B2-U0-G2	19806	141	B2-U0-G2	150
	2-IL	70	10379	69	B1-U0-G2	10682	71	B1-U0-G2	11691	78	B1-U0-G2	12163	81	B1-U0-G2	
	3	70	17156	115	B2-U0-G2	17655	118	B2-U0-G2	19350	129	B2-U0-G2	20151	134	B2-U0-G2	
	3-IL	70	12678	84	B1-U0-G2	13052	86	B1-U0-G2	14310	95	B1-U0-G2	14739	98	B1-U0-G2	
	SW	70	16589	111	B2-U0-G2	17076	114	B2-U0-G2	18726	125	B2-U0-G2	19436	130	B2-U0-G2	
	FT	70	16865	112	B2-U0-G2	17143	115	B2-U0-G2	18781	126	B2-U0-G2	19557	131	B2-U0-G2	
	FT-IL	70	12254	82	B1-U0-G2	12618	84	B1-U0-G2	13824	92	B1-U0-G2	14369	96	B1-U0-G2	
	FTA	70	18024	119	B2-U0-G2	17995	119	B2-U0-G2	19732	131	B2-U0-G2	19648	131	B2-U0-G2	
	FTA-IL	70	13972	93	B1-U0-G1	14255	95	B1-U0-G1	15609	103	B1-U0-G1	16245	107	B1-U0-G1	
24L	2	70	22800	132	B2-U0-G2	23731	137	B2-U0-G2	24176	140	B2-U0-G2	24764	143	B2-U0-G2	187
	2-IL	70	13190	70	B1-U0-G2	16243	76	B1-U0-G2	15810	83	B1-U0-G2	15455	83	B1-U0-G2	
	3	70	23530	136	B2-U0-G2	24245	140	B2-U0-G2	25128	145	B2-U0-G2	25855	149	B2-U0-G2	
	3-IL	70	15974	85	B1-U0-G2	17242	92	B1-U0-G2	19403	98	B1-U0-G2	19798	100	B1-U0-G2	
	SW	70	22753	131	B2-U0-G2	23455	135	B2-U0-G2	24276	140	B2-U0-G2	25004	144	B2-U0-G2	
	FT	70	23011	133	B2-U0-G2	23496	135	B2-U0-G2	24128	134	B2-U0-G2	25452	137	B2-U0-G2	
	FT-IL	70	15586	90	B1-U0-G2	16064	93	B1-U0-G2	17259	99	B1-U0-G2	17800	102	B1-U0-G2	
	FTA	70	24496	115	B3-U0-G3	25071	125	B3-U0-G3	24992	134	B3-U0-G3	26015	136	B3-U0-G3	
	FTA-IL	70	17756	81	B1-U0-G2	18262	89	B1-U0-G2	19783	95	B1-U0-G2	19973	97	B1-U0-G2	
30L	2	70	28581	109	B4-U0-G3	29566	117	B4-U0-G3	30903	129	B4-U0-G3	31567	135	B4-U0-G3	247
	2-IL	70	16526	63	B2-U0-G2	17107	65	B2-U0-G2	19290	73	B2-U0-G2	19786	75	B2-U0-G2	
	3	70	27675	112	B3-U0-G3	30309	122	B3-U0-G3	32175	130	B3-U0-G3	32903	133	B3-U0-G3	
	3-IL	70	20126	77	B2-U0-G2	21618	83	B2-U0-G2	24367	93	B2-U0-G2	25013	96	B2-U0-G2	
	SW	70	28295	108	B4-U0-G3	29307	116	B4-U0-G3	30626	124	B4-U0-G3	31277	128	B4-U0-G3	
	FT	70	28532	111	B3-U0-G3	29552	121	B3-U0-G3	31357	126	B3-U0-G3	32048	132	B3-U0-G3	
	FT-IL	70	19684	75	B2-U0-G2	20375	81	B2-U0-G2	23537	91	B2-U0-G2	23599	93	B2-U0-G2	
	FTA	70	30214	102	B4-U0-G3	30325	111	B4-U0-G3	32454	118	B4-U0-G3	32739	121	B4-U0-G3	
	FTA-IL	70	22074	84	B1-U0-G2	21975	83	B1-U0-G2	24495	94	B1-U0-G2	23993	92	B1-U0-G2	
36L	2	70	33540	106	B3-U0-G4	35495	113	B3-U0-G4	36996	123	B3-U0-G4	38612	126	B3-U0-G4	317
	2-IL	70	21457	67	B2-U0-G2	22631	71	B2-U0-G2	25031	79	B2-U0-G2	25892	82	B2-U0-G2	
	3	70	31832	101	B3-U0-G4	34838	109	B3-U0-G4	37313	117	B3-U0-G4	37785	119	B3-U0-G4	
	3-IL	70	25147	80	B2-U0-G2	26520	84	B2-U0-G2	29871	94	B2-U0-G2	30672	97	B2-U0-G2	
	SW	70	31475	67	B1-U0-G4	33968	73	B1-U0-G4	34561	79	B1-U0-G4	35255	79	B1-U0-G4	
	FT	70	32824	104	B3-U0-G4	35944	114	B3-U0-G4	37977	120	B3-U0-G4	38788	122	B3-U0-G4	
	FT-IL	70	21860	74	B2-U0-G2	23541	80	B2-U0-G2	27315	88	B2-U0-G2	27886	90	B2-U0-G2	
	FTA	70	34786	94	B4-U0-G3	35994	103	B4-U0-G3	40768	119	B4-U0-G3	40663	119	B4-U0-G3	
	FTA-IL	70	23870	58	B1-U0-G2	25083	64	B1-U0-G2	28833	74	B1-U0-G2	29015	75	B1-U0-G2	
42L	2	70	38099	98	B3-U0-G4	41640	107	B3-U0-G4	44538	114	B3-U0-G4	45460	117	B3-U0-G4	390
	2-IL	70	25147	64	B2-U0-G2	26773	69	B2-U0-G2	30113	78	B2-U0-G2	30966	80	B2-U0-G2	
	3	70	36540	93	B3-U0-G4	39920	102	B3-U0-G4	42761	109	B3-U0-G4	43145	111	B3-U0-G4	
	3-IL	70	29471	75	B2-U0-G2	31077	80	B2-U0-G2	34988	90	B2-U0-G2	36159	93	B2-U0-G2	
	FT	70	37677	96	B3-U0-G4	41199	106	B3-U0-G4	44038	113	B3-U0-G4	44951	115	B3-U0-G4	
	FT-IL	70	24122	62	B1-U0-G4	25226	67	B1-U0-G4	28245	72	B1-U0-G4	28537	73	B1-U0-G4	
	FTA	70	37870	97	B4-U0-G4	41174	106	B4-U0-G4	44038	113	B4-U0-G4	44951	115	B4-U0-G4	
	FTA-IL	70	26809	69	B2-U0-G2	29160	75	B2-U0-G2	31188	80	B2-U0-G2	31841	82	B2-U0-G2	

*LED Chips are frequently updated therefore values are nominal

Specifications and dimensions subject to change without notice.

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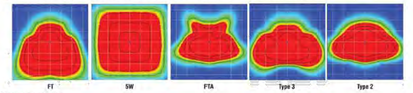
Slice Medium - SLM
Outdoor LED Area Light

Performance (Cont.)

All published luminaire photometric testing performed to IESNA LM-79 standards. ISO footcandle plots below demonstrate the Slice (SLM) light patterns only. Not for total fixture output. For complete specifications and IES files, see website.



Ordering Guide

TYPICAL ORDER EXAMPLE: **SLM LED 36L SIL FTA UNV DIM 50 70CRI ALSCS04 BRZ IL**

Luminaire Prefix	Light Source	Lumen Package*	Light Output	Distribution	Orientation*	Voltage	Driver
SLM Slice Medium	LED	9L - 6,000 lms 12L - 12,000 lms 18L - 18,000 lms 24L - 24,000 lms 30L - 30,000 lms 36L - 36,000 lms 42L - 42,000 lms *Consult factory for programmable wattages and lumen packages	SIL - Silicone	2 - Type 2 3 - Type 3 SW - Type 5 Wide FT - Forward Throw FTA - Forward Throw: Automotive	(blank) - standard IL - Optics rotated left 90 R - Optics rotated right 90	UNV - Universal Voltage (120-277V) HV - High Voltage (347-480V)	DIM - 0-10V Dimming (0-10%)

Color Temp	Color Rendering	Controls (Choose One)	Finish	Options
5T - 5,700 CCT[3,4,5] 5K - 5,000 CCT 4K - 4,000 CCT 3K - 3,000 CCT 27 - 2,700 CCT[3] AMB - Phosphor Converted Amber[2]	70CRI - 70 CRI 80CRI - 80 CRI[3] 90CRI - 90 CRI[3,5]	(Blank) - None **Wireless Controls Options** ALSC - AirLink Synapse Control System[6] ALSCH - AirLink Synapse Control System Hood / Satellite[6,8] ALSCS01 - AirLink Synapse Control System with 8-12' Motion Sensor[6] ALSCH01 - AirLink Synapse Control System Hood / Satellite with 8-12' Motion Sensor[6,8] ALSCS02 - AirLink Synapse Control System with 12-20' Motion Sensor[6] ALSCH02 - AirLink Synapse Control System Hood / Satellite with 12-20' Motion Sensor[6,8] ALSCS04 - AirLink Synapse Control System with 20-40' Motion Sensor[6] ALSCH04 - AirLink Synapse Control System Hood / Satellite with 20-40' Motion Sensor[6,8] **Stand-Alone Controls** EXT - 0-10v Dimming (from external signal) IMSSM01 - Integral Motion Sensor 8-12' 120-277V[7,8] IMSSM02 - Integral Motion Sensor 12-20' 120-277V[7,8] IMSSM04 - Integral Motion Sensor 20-40' 120-277V[7,8] IMSSM01HV - Integral Motion Sensor 8-12' 347-480V[7,8] IMSSM02HV - Integral Motion Sensor 12-20' 347-480V[7,8] IMSSM04HV - Integral Motion Sensor 20-40' 347-480V[7,8] CR7P - 7 Pin Control Receptacle ANSI C136.41[7] **Button Type Photocells** PCI120 - 120V PCI208-277 - 208 -277V PCI347 - 347V	(Blank) - Bronze BLK - Black GPT - Graphite MSV - Metallic Silver WHT - White PLP - Platinum Plus SVG - Satin Verde Green	(Blank) - None IL - Integral Louver HSS[9]

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Slice Medium - SLM
Outdoor LED Area Light

Accessory Ordering Information[8]

Description	Order Number	Description	Order Number
PCI120 Photocell for use with CR7P option (120V)[7]	120514	DHC208L-240 Double Fusing (208V, 240V)	DHC240
PCI208-277 Photocell for use with CR7P option (208V, 240V, 277V)[7]	122335	DHU240 Double Fusing (240V)	DHU240
PCI347 Photocell for use with CR7P option (347V)[7]	122516	DHU347 Double Fusing (347V)	DHU347
PCI480 Photocell for use with CR7P option (480V)[7]	122516S	KBRPP – Round Pole Adapter for 9" Poles[10]	370960CLR
ALSC UNV TLS – AirLink 3Pin Twist Lock Controller[11]	661409	IL – Integral Louver HSS	IBARS7
ALSC UNV TL7 - AirLink 7Pin Twist Lock Controller[11]	661418	Universal Mounting Bracket (UMB)[12]	MAYHOLR
PMR524 – 24V Pole-Mount Occupancy Sensor (ALSCH Compatible)[11]	662364CLR	Adjustable Slip Fitter (ASF)[12]	68813BCLR
IMS-PC Remote Configurator Tool	594929	Pole Quick Mount Bracket - Square Pole[12]	687873CLR
KSRPP – Round Pole Adapter for 5" Round Tapered Poles[10]	438378CLR	Pole Quick Mount Bracket – 4-5" Round Pole[12]	688085CLR
KARPP – Round Pole Adapter for 4" Poles[10]	370967CLR	13" Tilt Pole Quick Mount Bracket - Square Pole[12]	688083CLR
PA120 Single Fusing (120V)	PA120	13" Tilt Pole Quick Mount Bracket - 4-5" Round Pole[12]	688080CLR
PA277 Single Fusing (277V)	PA277	BKS SQD BKM – QLK Wall Mount Bracket[12]	358132CLR

FOOTNOTES:
1 - Not available on "Type V" distribution
2 - Consult Factory for availability.
3 - Only available in 9L and 12L Lumen Packages
4 - Not available in 90 CRI
5 - Consult Factory for Site Layout
6 - IMS is field adjustable, via a hand held Remote Configurator Tool, which must be ordered separately. See Accessory Ordering Information.
7 - Control device must be ordered separately. 7 pin standard. See Accessory Ordering Information.
8 - Accessories are shipped separately and field installed.
9 - Only available in 24L, 30L and 36L. See Options.
10 - Only available with ALSC Controls
11 - "CLR" denotes finish. See Finish options
12 - Only available in 5700K 90CRI for lumen packages 24L-42L

Accessories/Options

Integral Louver (IL)

Accessory Integral Louver available for improved back-light control without sacrificing street side performance. LSI's Integral Louver (IL) option delivers backlight control that significantly reduces light spill behind the pole for applications with pole locations close to adjacent properties. The integrated louvers' design maximizes forward-reflected light while - reducing glare, maintaining the optical distribution selected, and most importantly, eliminating light trespass. The Integral louver rotates with the optical distribution.

Luminaire Shown with Integral Louver (IL)



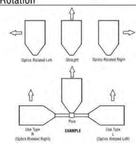
7 Pin Photoelectric Control

7-pin ANSI C136.41-2013 control receptacle option available for twist lock photocontrols or wireless control modules. Control accessories sold separately. Dimming leads from the receptacle will be connected to the driver dimming leads (Consult factory for alternate wiring).

Fixture Shown with CR7P



Optics Rotation



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Slice Medium - SLM
Outdoor LED Area Light

Stand-alone Controls: Occupancy Sensor (IMS)

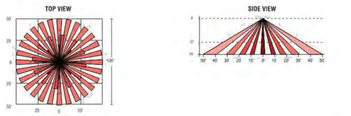
The integral passive infrared motion sensor activates switching of luminaire light levels. Standard Factory settings: High level light is activated and increased to full bright upon detection of motion. Low/light level (10% maximum drive current) is activated when target zone is absent of motion activity for ~5 minutes. See coverage diagram for detection cone.

The Remote Configurator Tool allows for easy and safe programming of each luminaire from ground level.
See the Remote Configurator User Guide for programming instructions.

When ordering the Stand-alone Occupancy Sensor on the fixture, you must include IMS (see ordering guide for mounting height options) as the controls option in the fixture nomenclature.

To order as a motion sensor with the AirLink Wireless Control System, see ordering guide under "Wireless Controls System" and select the ALSCS controls option with the desired mounting height.

IMS Coverage Diagrams



Remote Configurator Tool



Luminaire Shown with IMS



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Slice Medium - SLM
Outdoor LED Area Light

AirLink
enabled by Synapse®

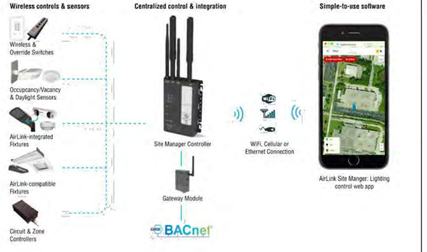
The AirLink enabled by Synapse Wireless Lighting Control System is the perfect solution for commercial, industrial and municipal applications, such as: auto dealerships, parking lots, garages, shopping complexes and warehouses.

AirLink utilizes robust wireless communication via 2.4 GHz Self-Healing Mesh Network which not only increases reliability and accuracy of system, but also eliminates single point of failure.

The flexibility of the system make it perfect for new construction and retrofit projects. The user-friendly AirLink web application is accessible through any device with an internet connection and allows for complete customization of the system's features.

Some capabilities of the system include: occupancy/vacancy sensing, daylight harvesting, scheduling, high-end trim, dimming, zone control, BMS integration and energy monitoring.

The AirLink System



Contact LSI Controls

Sales
controls.sales@lsi-industries.com

Support
controls.support@lsi-industries.com
1 (800) 436-7800 (support, option 8)

More information
For more information on AirLink, visit our website at www.lsi-airlink.com

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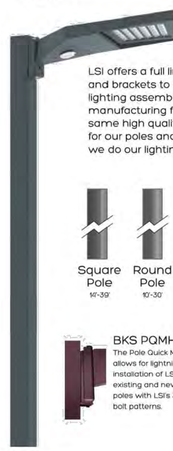
Slice Medium - SLM
Outdoor LED Area Light

LSI poles & Brackets



LSI offers a full line of poles and brackets to complete your lighting assembly. Our USA manufacturing facility has the same high quality standards for our poles and brackets as we do our lighting fixtures.



BKA UMB CLR
The 3G rated Universal Mounting Bracket (UMB) allows for seamless integration of LSI Luminaires onto existing or new construction poles. The UMB bracket was designed specifically for square or round (tapered/ straight) poles with (2) mounting hole spaces between 3.5"-5".

BKA ASF CLR
The adjustable Slip Fitter is a 3G rated rugged die cast aluminum adapter to mount LSI luminaires onto a 2" (51mm) IP, 2.375" (60mm) O.D. tenon. The Adjustable Slip Fitter can be rated 180° allowing for tilting LSI luminaires up to 45 and 90 when using a vertical tenon.

BKS PQMH CLR
The Pole Quick Mount Bracket allows for lightning fast installation of LSI luminaires onto existing and new construction poles with LSI's 3" or 5"standard bolt patterns.

BKS PQM15 CLR
The Pole Quick Mount Bracket allows for preset 15 uptilt of LSI luminaires for greater throw of light and increased vertical illumination aswell as fast installation onto poles with LSI's 3" or 5" bolt pattern.

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Kimley»Horn
2024 KIMLEY-HORN AND ASSOCIATES, INC.
6200 S South

QUIKTRIP 4263

SITE PLAN AND CONDITIONAL USE

A PARCEL OF LAND IN THE SOUTHWEST $\frac{1}{4}$ SECTION SECTION 26, TOWNSHIP 4 SOUTH, RANGE 67 WEST, 6TH P.M.
COUNTY OF ARAPAHOE, STATE OF COLORADO

Catalog #: Project:
Prepared By: Date: Type:

XSPS

LED Soffit Light

OVERVIEW	
Lumen Package	4000 - 8000
Wattage Range	43 -98
Efficacy Range (LPW)	96 -104
Weight lbs (kg)	7.6 (3.5)

QUICK LINKS

Ordering Guide | Performance | Photometrics | Dimensions

FEATURES & SPECIFICATIONS

Construction

- Housing is die-formed aluminum with diffuse acrylic lens providing a water-resistant seal. Enclosure contains factory prewired driver and optical unit containing LEDs.
- Recess mount into an enclosed soffit with screws through the mounting frame. 8" clearance required for ease of installation.
- Finished with LSI's DuraGrip® polyester powder coat finishing process. The DuraGrip finish withstands extreme weather changes without cracking or peeling, and is guaranteed for five full years. Standard color is gloss white.
- Shipping weight: 7.6 lbs in carton.
- Suitable for wet locations.

Optical System

- Symmetric distribution with excellent uniformity and a BUG rating of B2-U0-G1. Diffuse lens is standard to minimizing visibility of LEDs.
- Select high-brightness LEDs.
- Available in 5000K, 4000K and 3000K
- Color temperatures per ANSI C78.377.
- Minimum CRI of 80.

Electrical

- High-performance factory programmable driver features over-voltage, under voltage, short-circuit and over temperature protection with integral surge protection that meets IEEE C62.41.2 and ANSI C82.77. -5 Location Category C Low standards.
- 0-10 volt dimming (10% - 100%) standard.
- 120-347VAC 50/60Hz
- Thermal protector standard on 5000-8000 lumen versions.
- L80 Calculated Life: >100k Hours (See Lumen Maintenance chart)
- Total harmonic distortion: <20%
- Operating temperature: -40°C to 40°C (-40°F to 104°F) for HO and VHO. -40°C to 45°C (-40°F to 113°F) for SS. -40°C to 35°C (-40°F to 95°F) for SHO .
- Power factor: >0.90
- Input power stays constant over life.
- High-efficacy LEDs with integrated circuit board mount to the housing to maximize heat dissipation and promote long life.
- Driver components are fully encased in potting material for moisture resistance. Driver complies with FCC standards.

Warranty

- LSI luminaires carry a 5-year limited warranty. Refer to https://www.lsicorp.com/resources/terms-conditions-warranty/ for more information.

Listings

- Listed to UL 1598 and UL 8750
- Suitable For Damp Locations
- Meets Buy American Act requirements.
- DesignLights Consortium® (DLC) qualified product. Not all versions of this product may be DLC qualified. Please check the DLC Qualified Products List at www.designlights.org/QPL to confirm which versions are qualified.
- IDA compliant with 3000K or lower color temperature.

Type:

XSPS LED Soffit Light

ORDERING GUIDE

Back to Quick Links

TYPICAL ORDER EXAMPLE: **XSPS S LED SS CW 120 GWT DFL**

Prefix	Distribution	Light Source	Drive Current	Color Temperature	Input Voltage	Finish	Lens	Options
XSPS - LED Soffit	**S** - Symmetric	**LED**	**SS** - 6,000 Lumens **HO** - 8,000 Lumens **VHO** - 8,000 Lumens **SHO** - 8,000 Lumens	**CW** - 5000K 80 CRI **NW** - 4000K 80 CRI **WW** - 3000K 80 CRI	**120** - 120V **208** - 208V **240** - 240V **277** - 277V **347** - 347V	**GWT** - Gloss White	**DFL** - Diffused Acrylic Lens	**CMT** - Channel Bar Mounting Kit **BB** - Emergency Battery Pack[1]

1 - Emergency Battery Pack only available on the SS - 4000 lumen version (120, 208, 240 & 277V versions).

PERFORMANCE

DELIVERED LUMENS

Lumen Package	Distribution	Lens Type	CRI	3000K CCT			4000K CCT			5000K CCT			Wattage
				Delivered Lumens	Efficacy	Bug Rating	Delivered Lumens	Efficacy	Bug Rating	Delivered Lumens	Efficacy	Bug Rating	
SS	S	DFL	80	3816	123	B2-U0-G1	4022	129	B2-U0-G1	3966	128	B2-U0-G1	31
HO	S	DFL	80	4756	120	B3-U0-G1	5011	127	B2-U0-G1	4941	125	B2-U0-G1	40
VHO	S	DFL	80	5733	116	B3-U0-G1	6041	124	B2-U0-G1	5957	122	B2-U0-G1	49
SHO	S	DFL	80	7539	113	B3-U0-G1	7965	119	B3-U0-G1	7853	118	B3-U0-G1	67

LEDs are frequently updated therefore values are nominal.

Electrical Data (Amps)*

Lumen Package	Wattage	120V	208V	240V	277V	347V
SS	31	0.26	0.15	0.13	0.11	0.09
HO	40	0.33	0.19	0.16	0.14	0.11
VHO	49	0.41	0.23	0.2	0.18	0.14
SHO	67	0.56	0.32	0.28	0.24	0.19

*Electrical data at 25C (77F). Actual wattage may differ by +/-10%.

RECOMMENDED LUMEN MAINTENANCE

Ambient Temp C	Initial[1]	25K hrs.[1]	50K hrs.[1]	75K hrs.[1]	100K hrs.[1]
25 C	100%	95%	91%	86%	82%

1 - In accordance with IESNA TM-21-11. Projected Values represent interpolated value based on time durations that are within six times the IESNA LM-80-08 total test duration for the device under testing.
2 - In accordance with IESNA TM-21-11. Calculated Values represent time durations that exceed six times the IESNA LM-80-08 total test duration for the device under testing.

Type:

XSPS LED Soffit Light

PHOTOMETRICS

Back to Quick Links

Luminaire photometry has been conducted by a NVLAP accredited testing laboratory in accordance with IESNA LM-79-08. As specified by IESNA LM-79-08 the entire luminaire is tested as the source resulting in a luminaire efficiency of 100%.
For complete specifications and IES files, see website.

XSPS S LED HO NW DFL

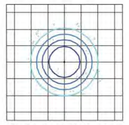
Luminaire Data

Type 5 Distribution	
Description	4000 Kelvin, 70 CRI
Delivered Lumens	5,011
Watts	39.5
Efficacy	127
IES Type	Type VS - Very Short
BUG Rating	B2-U0-G1

Zonal Lumen Summary

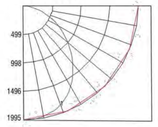
Zone	Lumens	%Luminaire
Low (0-30°)	1538	31%
Medium (30-60°)	2565	51%
High (60-80°)	826	16%
Very High (80-90°)	84	2%
Uplight (90-180°)	0	0%
Total Flux	5011	100%

ISO FOOTCANDLE PLOT



10' Mounting Height/10' Grid Spacing
5 FC 2 FC 1 FC 0.5 FC

POLAR CURVE



Type:

XSPS LED Soffit Light

PRODUCT DIMENSIONS

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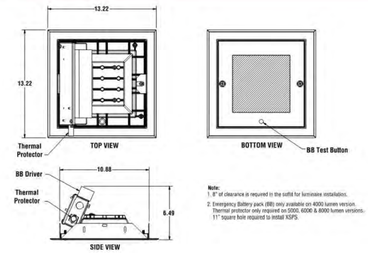

Note:
1. 8" of clearance is required in the soffit for luminaire installation.
2. Emergency Battery pack (BB) only available on 4000 lumen version. Thermal protector only required on 5000, 6000 & 8000 lumen versions.
11" square hole required to install SQFS.

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Kimley»Horn
2024 KIMLEY-HORN AND ASSOCIATES, INC.
6200 S South Syracuse Way #300
Greenwood Village, Colorado 80111 (303) 228-2300

DESIGNED BY: SAM
DRAWN BY: SPD
CHECKED BY: SAM
DATE: 08/30/24

QUIKTRIP 4263
PARKER RD. & HAVANA
SITE PLAN
PHOTOMETRIC DETAILS

PRELIMINARY
NOT FOR CONSTRUCTION
Kimley»Horn
Kimley-Horn and Associates, Inc.

PROJECT NO.
096888046

DRAWING NAME
096888046_PH.DWG

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QUIKTRIP 4263
SITE PLAN AND CONDITIONAL USE
A PARCEL OF LAND IN THE SOUTHWEST $\frac{1}{4}$ SECTION SECTION 26, TOWNSHIP 4 SOUTH, RANGE 67 WEST, 6TH P.M.
COUNTY OF ARAPAHOE, STATE OF COLORADO

Catalog #: Project:
Prepared By: Date: Type:

Mirada Large (MRL)
Outdoor LED Area Light

IP66

OVERVIEW	
Lumen Package	40,000 – 78,000
Wattage Range	286 – 648
Efficacy Range (LPW)	115 – 154
Weight lbs(kg)	60 (272)

QUICK LINKS: Ordering Guide | Performance | Photometrics | Dimensions

FEATURES & SPECIFICATIONS

Construction
- Rugged die-cast aluminum housing, optical frame, and driver access cover.
- Fixtures are finished with LSI's DuraGrip® polyester powder coat finishing process. The DuraGrip finish withstands extreme weather changes without cracking or peeling. Other standard LSI finishes available. Consult factory.
- Shipping weight: 68 lbs in carton.

Optical System
- State-of-the-Art one piece silicone optic sheet delivers industry leading optical control with an integrated gasket to provide IP66 rated sealed optical chamber in 1 component.
- Proprietary silicone refractor optics provide exceptional coverage and uniformity in IES Types 2, 3, SW, FT, FTA, and AM.
- Silicone optical material does not yellow or crack with age and provides a typical light transmittance of 93%.
- Zero uplight.
- Available in 5000K, 4000K, and 3000K color temperatures per ANSI C78.377.
- Minimum CRI of 70.
- Integral louver (IL) and house-side shield (IH) options available for improved backlight control without sacrificing street side performance. See page 5 for more details.

Electrical
- High-performance programmable driver features over-voltage, under-voltage, short-circuit and over temperature protection. Custom lumen and wattage packages available.
- 0-10V dimming (10% - 100%) standard.
- Standard Universal Voltage (120-277 Vac) Input 50/60 Hz or optional High Voltage (347-480 Vac).
- L90 Calculated Life: >100k Hours (See Lumen Maintenance on Page 4)
- Total harmonic distortion: <20%
- Operating temperature: -40°C to +50°C (-40°F to +122°F). 65L and 78L lumen packages rated to +40°C.
- Power factor: >.90
- Input power stays constant over life.
- Field replaceable 10kV surge protection device meets a minimum Category C Low operation (per ANSI/IEEE C62.41.2).
- High-efficacy LEDs mounted to metal-core circuit board to maximize heat dissipation
- Components are fully encased in potting material for moisture resistance. Driver complies with FCC standards. Driver and key electronic components can easily be accessed.

Controls
- Optional integral passive infrared Bluetooth™ motion and photocell sensor (see page 5 for more details). Fixtures operate independently and can be commissioned via iOS or Android configuration app.
- LSI's AirLink™ wireless control system options reduce energy and maintenance costs while optimizing light quality 24/7. (see page 8 for more details).

Installation
- Designed to mount to square or round poles.
- A single fastener secures the hinged door, underneath the housing and provides quick & easy access to the electrical compartment for installing/servicing.
- Included terminal block accepts up to 12 ga. wire.
- Utilizes both B3 and B5 drill patterns for easy fastening of LSI products. (See drawing on page 8)

Warranty
- LSI LED Fixtures carry a 5-year warranty.

Listings
- Listed to UL 1598 and UL 8750.
- State of California Title 24 Compliant; with IMSBT, ALSC, or ALSCH Options.
- DesignLights Consortium® (DLC) qualified product. Not all versions of this product may be DLC qualified. Please check the DLC Qualified Products List at www.designlights.org/QPL to confirm which versions are qualified.
- Meets Buy American Act requirements.
- IDA compliant; with 3000K color temperature selection.
- Suitable for wet locations.
- IP66 rated Luminaire per IEC 60598.
- 3G rated for ANSI C136.31 high vibration applications are qualified.
- DesignLights Consortium® (DLC) qualified product. Not all versions of this product may be DLC qualified. Please check the DLC Qualified Products List at www.designlights.org/QPL to confirm which versions are qualified.

Specifications and dimensions subject to change without notice.

Type:

ORDERING GUIDE
Back to Quick Links

TYPICAL ORDER EXAMPLE: MRL LED 40L SIL FTA L UNV DIM 50 70CRI ALSCS04 BRZ IL

Prefix	Lens	Lumen Package	Lens	Distribution	Orientation[4]	Voltage
MRL - Mirada Large	LED	40L - 40,000 lms 50L - 50,000 lms 65L - 65,000 lms 78L - 78,000 lms Custom Lumen Packages[1]	SIL - Silicone	2 - Type 2 3 - Type 3 SW - Type 5 Wide FT - Forward Throw FTA - Forward Throw Automotive AM - Automotive Merchandise	(Blank) - Standard L - Optics rotated left 90° R - Optics rotated right 90°	UNV - Universal Voltage (120-277V) HV - High Voltage (347 - 480V)

Driver	Color Temperature	Color Rendering	Controls	Finish	Options
DIM - 0-10v Dimming (10-100%)	50 - 5,000 CCT 40 - 4,000 CCT 30 - 3,000 CCT	70CRI - 70 CRI	(Blank) - None **Wireless Controls System** ALSC - AirLink Synapse Control System ALSCH1 - AirLink Synapse Control System High Sensor (8-24' Mounting Height)[2] ALSCH2 - AirLink Synapse Control System High / Satellite with 12-32' Motion Sensor[2] ALSCS04 - AirLink Synapse Control System with 20-40' Motion Sensor[2] ALSCH04 - AirLink Synapse Control System Host / Satellite with 20-40' Motion Sensor[2] ALBC01 - AirLink Blue Wireless Motion & Photo Sensor Controller (8-24'mounting height)[2] ALBC02 - AirLink Blue Wireless Motion & Photo Sensor Controller (25-40' mounting height)[2] **Stand-Alone Controls** EXT - 0-10v Dimming leads extended to housing exterior CR7P - 7 Pin Control Receptacle ANSI C136.41* IMSBT1 - Integral Bluetooth® Motion and Photocell Sensor (8-24' MH)[2] IMSBT2 - Integral Bluetooth® Motion and Photocell Sensor (25-40' MH)[2] **Button Type Photocells** PCI120 - 120V PCI208-277 - 208-277V PCI347 - 347V	BLK - Black BRZ - Dark Bronze GMG - Gun Metal Grey GPT - Graphite MDV - Medallic Silver PLP - Platinum Plus SVG - Satin Verde Green WHT - White	(Blank) - None IH - Integral Houseside Shield[3] IL - Integral Louver (Sharp Spill Light Cutoff)[3]

Accessory Ordering Information[1]

Controls Accessories

Description	Order Number
Twist Lock Photocell (120V) for use with CR7P*	1205514
Twist Lock Photocell (208-277) for use with CR7P*	1205515
Twist Lock Photocell (347V) for use with CR7P*	1205516
Twist Lock Photocell (480V) for use with CR7P*	1205180
AirLink 5 Pin Twist Lock Controller*	6814496
AirLink 5 Pin Twist Lock Controller*	6814410
Pole-Mounted Occupancy Sensor (PASY-)*	6820340LR
Shorting Cap for use with CR7P*	140328

Fusing Accessories[11]

Description	Order Number
Single Fusing (120V)	PA120
Single Fusing (120V)	PA277
Double Fusing (480V)	DPA480
Double Fusing (347V)	DPA347

Mounting Accessories[5]

Description	Order Number
Universal Mounting Bracket	6946185LR
Adjustable Slip Fitter (3" - 3.5/8" Tenon)	6881385LR
Quick Mount Pole Bracket (Square Pole)	6815730LR
Quick Mount Pole Bracket (4.5" Round Pole)	6896800LR
15 TR Quick Mount Pole Bracket (Square Pole)	6896903LR
15 TR Quick Mount Pole Bracket (4.5" Round Pole)	6896902LR
Wall Mount Bracket	3821320LR
Mast Pole Bracket (4" Minimum Pole Diameter)	7512190LR

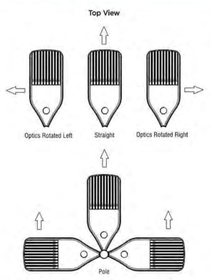
Shielding & Miscellaneous Accessories

Description	Order Number
Integral Louver(Sharp)	7404118
Internal Houseside Shield	6864185
10' Linear Bird Spike Kit (4' Recommended per Luminaires)	7367185

FOOTNOTES:
1. Custom lumen and wattage packages available, consult factory. Values are within industry standard tolerances but not DLC listed.
2. Not available with 1VK distribution
3. Consult Factory for Site Layout
4. Not Available in HV
5. IMSBT is field configurable via the LSI app that can be downloaded from your smartphone's native app store. Consult Factory for 347-480V.
6. Control device or shorting cap must be ordered separately. See Accessory Ordering Information.
7. Accessories are shipped separately and field installed.
8. Factory installed CR7P option required. See Options.
9. "CL/R" denotes finish. See Finish options
10. Only available with ALSC/ALSCH control options.
11. Fusing must be located in hand-hole of pole.

Type:

OPTICS ROTATION



ACCESSORIES/OPTIONS

Integral Louver (IL) and House-Side Shield (IH)
Accessory louver and shield available for improved backlight control without sacrificing street side performance. LSI's Integral Louver (L) and Integral House-Side Shield (IH) options deliver backlight control that significantly reduces spill light behind the poles for applications with pole locations close to adjacent properties. The design maximizes forward reflected light while reducing glare, maintaining the optical distribution selected, and most importantly eliminating light trespass. Both options rotate with the optical distribution.

Luminaire Shown with IMSBT & IL/IH Options



7 Pin Photoelectric Control
7-pin ANSI C136.41-2013 control receptacle option available for twist lock photocontrols or wireless control modules. Control accessories sold separately. Dimming leads from the receptacle will be connected to the driver dimming leads (Consult factory for alternate wiring).

Luminaire Shown with CR7P



Type:

PERFORMANCE
Back to Quick Links

Delivered Lumens*											
Lumen Package	Distribution	CRI	3000K CCT			4000K CCT			5000K CCT			Wattage
			Delivered Lumens	Efficacy	BUG Rating	Delivered Lumens	Efficacy	BUG Rating	Delivered Lumens	Efficacy	BUG Rating	
40L	2	70	39770	139	B3-U0-G4	41255	144	B3-U0-G4	42884	150	B3-U0-G4	286
	3		40747	142	B3-U0-G4	42286	148	B4-U0-G4	43917	154	B4-U0-G4	
	SW		40392	141	B3-U0-G4	41901	147	B5-U0-G4	43533	152	B5-U0-G4	
	FT		40542	141	B4-U0-G4	41946	146	B4-U0-G5	43482	152	B4-U0-G5	
	FTA		40673	142	B4-U0-G4	42192	148	B4-U0-G4	43838	153	B4-U0-G4	
	AM		40923	143	B4-U0-G3	42347	148	B4-U0-G3	43998	154	B4-U0-G3	
50L	2	70	49872	132	B3-U0-G4	51216	137	B5-U0-G4	53213	142	B5-U0-G4	376
	3		50096	135	B4-U0-G5	52475	140	B4-U0-G5	54021	145	B4-U0-G5	
	SW		50145	134	B3-U0-G4	52018	139	B5-U0-G4	54047	144	B5-U0-G4	
	FT		50082	134	B4-U0-G5	51992	139	B4-U0-G5	53978	144	B4-U0-G5	
	FTA		50493	135	B5-U0-G4	52579	140	B5-U0-G4	54422	145	B5-U0-G4	
	AM		50689	135	B4-U0-G3	52572	140	B4-U0-G3	54622	146	B4-U0-G3	
65L	2	70	63338	172	B3-U0-G4	65660	177	B5-U0-G5	68253	182	B5-U0-G5	518
	3		64694	175	B5-U0-G5	67267	139	B5-U0-G5	69932	135	B5-U0-G5	
	SW		64303	124	B5-U0-G5	66702	129	B5-U0-G5	69324	134	B5-U0-G5	
	FT		64239	124	B5-U0-G5	66636	129	B5-U0-G5	69237	134	B5-U0-G5	
	FTA		64766	125	B5-U0-G5	67185	130	B5-U0-G5	69800	135	B5-U0-G5	
	AM		65005	125	B4-U0-G3	67432	130	B4-U0-G3	70060	135	B5-U0-G3	
78L	2	70	74867	115	B3-U0-G5	77456	120	B5-U0-G5	80478	124	B5-U0-G5	648
	3		74967	115	B5-U0-G5	77455	120	B5-U0-G5	80478	124	B5-U0-G5	
	SW		74919	114	B5-U0-G5	75792	118	B5-U0-G5	78777	133	B5-U0-G5	
	FT		73925	114	B5-U0-G5	76885	118	B5-U0-G5	79676	123	B5-U0-G5	
	FTA		74532	115	B5-U0-G5	77315	119	B5-U0-G5	80330	124	B5-U0-G5	
	AM		74805	115	B5-U0-G3	77599	120	B5-U0-G3	80625	124	B5-U0-G3	

*LEDs are frequently updated therefore values are nominal.

ELECTRICAL DATA (AMPS)*

Lumens	120V	208V	240V	277V	347V	480V
40L	2.38	1.38	1.19	1.03	0.82	0.60
50L	3.13	1.80	1.56	1.35	1.08	0.78
65L	4.32	2.49	2.16	1.87	1.49	1.08
78L	5.40	3.12	2.70	2.34	1.87	1.35

*Electrical data at 25°C (77°F). Actual wattage may differ by +/-10%

RECOMMENDED LUMEN MAINTENANCE*

Ambient	1Khr[2]	25khr[2]	50khr[2]	75khr[2]	100khr[2]
0 C - 40C	100%	100%	97%	94%	92%

FOOTNOTES:
1. Lumen maintenance values at 25C are calculated per TM-21 based on LM-80 data and in-situ testing.
2. In accordance with IESNA TM-21-11, Projected Values represent interpolated value based on time durations that are within six times the IESNA LM-80-08 total test duration for the device under testing.
3. In accordance with IESNA TM-21-11, Calculated Values represent time durations that exceed six times the IESNA LM-80-08 total test duration for the device under testing.

Type:

PHOTOMETRICS
Back to Quick Links

Luminaire photometry has been conducted by a NVLAP accredited testing laboratory in accordance with IESNA LM-79-08. As specified by IESNA LM-79-08 the entire luminaire is tested as the source resulting in a luminaire efficiency of 100%.

See https://www.lsicorp.com/knowledge/mirada-large/ for detailed photometric data.

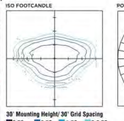
MRL-LED-65L-SIL-2-40-70CRI

LUMINAIRE DATA	
Type 2 Distribution	
Description	4000 Kelvin, 70 CRI
Delivered Lumens	65,660
Watts	518
Efficacy	127
IES Type	Type II - Short
BUG Rating	B5-U0-G5

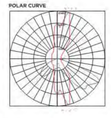
Zonal Lumen Summary

Zone	Lumens	%Luminaire
Low (0-30)°	11653	18%
Medium (30-60)°	41936	62%
High (60-80)°	13243	20%
Very High (80-90)°	588	1%
Uplight (90-180)°	0	0%
Total Flux	65660	100%

ISO FOOTCANDLE



POLAR CURVE



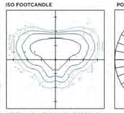
MRL-LED-65L-SIL-3-40-70CRI

LUMINAIRE DATA	
Type 3 Distribution	
Description	4000 Kelvin, 70 CRI
Delivered Lumens	67,307
Watts	518
Efficacy	130
IES Type	Type III - Short
BUG Rating	B5-U0-G5

Zonal Lumen Summary

Zone	Lumens	%Luminaire
Low (0-30)°	6960	10%
Medium (30-60)°	31977	48%
High (60-80)°	21783	32%
Very High (80-90)°	727	1%
Uplight (90-180)°	0	0%
Total Flux	67361	100%

ISO FOOTCANDLE



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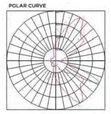


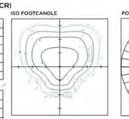
MRL-LED-65L-SIL-FT-40-70CRI

LUMINAIRE DATA	
Type FT Distribution	
Description	4000 Kelvin, 70 CRI
Delivered Lumens	65,928
Watts	518
Efficacy	129
IES Type	Type VI - Short
BUG Rating	B5-U0-G5

Zonal Lumen Summary

Zone	Lumens	%Luminaire
Low (0-30)°	9542	13%
Medium (30-60)°	31955	39%
High (60-80)°	25973	38%
Very High (80-90)°	1099	2%
Uplight (90-180)°	0	0%
Total Flux	66856	100%

ISO FOOTCANDLE



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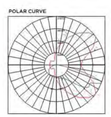


Type:

PHOTOMETRICS (CONT)

MRL-LED-65L-SIL-SW-40-70CRI

LUMINAIRE DATA	
Type SW Distribution	
Description	4000 Kelvin, 70 CRI
Delivered Lumens	66,722
Watts	518
Efficacy	129
IES Type	Type VS - Short
BUG Rating	B5-U0-G5

Zonal Lumen Summary

Zone	Lumens	%Luminaire
Low (0-30)°	6319	10%
Medium (30-60)°	33193	50%
High (60-80)°	26806	40%
Very High (80-90)°	433	1%
Uplight (90-180)°	0	0%
Total Flux	66722	100%

ISO FOOTCANDLE

POLAR CURVE



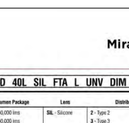
MRL-LED-65L-SIL-FTA-40-70CRI

LUMINAIRE DATA	
Type FTA Distribution	
Description	4000 Kelvin, 70 CRI
Delivered Lumens	67,185
Watts	518
Efficacy	130
IES Type	Type I - Very Short
BUG Rating	B5-U0-G5

Zonal Lumen Summary

Zone	Lumens	%Luminaire
Low (0-30)°	14878	22%
Medium (30-60)°	39343	59%
High (60-80)°	12086	18%
Very High (80-90)°	874	1%
Uplight (90-180)°	0	0%
Total Flux	67185	100%

ISO FOOTCANDLE



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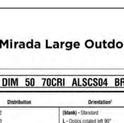


MRL-LED-65L-SIL-AM-40-70CRI

LUMINAIRE DATA	
Type AM Distribution	
Description	4000 Kelvin, 70 CRI
Delivered Lumens	67,432
Watts	518
Efficacy	130
IES Type	Type III - Very Short
BUG Rating	B5-U0-G3

Zonal Lumen Summary

Zone	Lumens	%Luminaire
Low (0-30)°	13837	9%
Medium (30-60)°	44854	43%
High (60-80)°	8162	49%
Very High (80-90)°	779	1%
Uplight (90-180)°	0	0%
Total Flux	67432	100%

ISO FOOTCANDLE

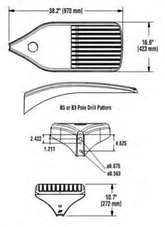


POLAR CURVE



Type:

PRODUCT DIMENSIONS
Back to Quick Links



LUMINAIRE EPA CHART - MRL

EPA Degree	0	30	45	EPA Degree	0	30	45
Single	0.8	2.2	2.9	180°	2.0	3.8	4.5
0180°	1.6	2.2	2.9	90/270°	2.0	5.0	6.0
090°	1.2	3.0	3.7	090°	2.0	3.8	4.5

CONTROLS

AirLink Wireless Lighting Controller
The AirLink integrated controller is a California Title 24 compliant lighting controller that provides real-time light monitoring and control with utility-grade power monitoring. It includes a 24V sensor input and power supply to connect a sensor into the outdoor AirLink wireless lighting system. The wireless integrated controller is compatible with this fixture.

Click the link below to learn more details about AirLink.
https://www.lsicorp.com/documents/datasheets/airlink-outdoor-specsheet.pdf

Integral Bluetooth™ Motion and Photocell Sensor (IMSBT)
Slim low profile sensor provides multi-level control based on motion and/or daylight. Sensor controls 0-10 VDC LED drivers and is rated for cold and wet locations (-30° C to 70° C). Two unique PIR lenses are available and used based on fixture mounting height. All control parameters are adjustable via an iOS or Android App capable of storing and transmitting sensor profiles.

Click the link below to learn more details about IMSBT.
https://www.lsicorp.com/documents/datasheets/imsbt-specsheet.pdf

AirLink Blue
Wireless Bluetooth Mesh Outdoor Lighting Control System that provides energy savings, code compliance and enhanced safety/security for parking lots and parking garages. Three key components: Bluetooth wireless radio/sensor controller, Time Keeper and an iOS App. Capable of grouping multiple fixtures and sensors as well as scheduling time-based events by zone. Radio/Sensor Controller is factory integrated into Area/Site, Wall Mounted, Parking Garage and Canopy luminaires.

Click the link below to learn more details about AirLink Blue.
https://www.lsi-airlink.com/airlink-blue/

Type:

POLES & BRACKETS

LSI offers a full line of poles and mounting accessories to complete your lighting assembly. Aluminum and steel in both square and round shafts. In addition, LSI offers round tapered, fluted and hinge based poles. Designed and engineered for durability and protected with our oven baked DuraGrip Protection System. Also available with our DuraGrip+ Protection system for unmatched corrosion resistance and an extended warranty. American made in our Ohio facility with industry leading lead times.

Click the link below to learn more details about poles & brackets.
https://www.lsicorp.com/products/poles-and-brackets-area-street.aspx



BKA UMB CLR
The 3G rated UMB allows for seamless integration of LSI luminaires onto existing/ retrofit or new construction poles. The UMB was designed for square or round (tapered or straight) poles with two mounting hole spacings between 3.5" - 5".



BKA ASF CLR
The adjustable Slip Fitter is a 3G rated rugged die cast aluminum adapter to mount LSI luminaires onto a onto a 2" iron pipe. 2 3/8 OD tenon. The Adjustable Slip Fitter can be rotated 180° allowing for fitting LSI luminaires up to 45° and 90° when using a vertical tenon.



BKS PQMS CLR
The Pole Quick Mount Bracket allows for pre-wire of LSI luminaires for greater throw of light and increased vertical illumination as well as fast installation onto poles with LSI's 3" or 5" bolt pattern.



BKS PQMH CLR
The Pole Quick Mount Bracket allows for lightning fast installation of LSI luminaires onto existing and new construction poles with LSI's B3 or B5 standard pole bolt patterns.



Know what's below. Call before you dig.

NO.	REVISION	BY	DATE	APPR.

Kimley»Horn
2024 KIMLEY-HORN AND ASSOCIATES, INC.
6200 S South Syracuse Way #300
Greenwood Village, Colorado 80111 (303) 228-2300

DESIGNED BY: SAM
DRAWN BY: SPD
CHECKED BY: SAM
DATE: 08/30/24

QUIKTRIP 4263
PARKER RD. & HAVANA
SITE PLAN
PHOTOMETRIC DETAILS

PRELIMINARY
NOT FOR CONSTRUCTION
Kimley»Horn
Kimley-Horn and Associates, Inc.

PROJECT NO. 096888046

DRAWING NAME 096888046_PH.DWG

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QUIKTRIP 4263

SITE PLAN AND CONDITIONAL USE

A PARCEL OF LAND IN THE SOUTHWEST $\frac{1}{4}$ SECTION SECTION 26, TOWNSHIP 4 SOUTH, RANGE 67 WEST, 6TH P.M.
COUNTY OF ARAPAHOE, STATE OF COLORADO

Mirada Medium Wall Sconce (XWM)

Outdoor Wall Sconce

IK08



OVERVIEW	
Lumen Range	3,000 - 21,000
Wattage Range	23 - 175
Efficacy Range (LPW)	125 - 158
Weight lbs(kg)	30 (13.6)

QUICK LINKS

Ordering Guide | Performance | Photometrics | Dimensions

FEATURES & SPECIFICATIONS

Construction

- Rugged die-cast aluminum housing contains factory prewired driver and optical unit. Hinged die-cast aluminum wiring access door located underneath.
- Galvanized-steel universal wall mount bracket comes standard with hinging mechanism to easily access the junction box wire connections without removing the luminaire.
- Optional pole-mounting bracket (XPMA) permits mounting to standard poles.
- Fixtures are finished with LSI's DuraGrip polyester powder coat finishing process. The DuraGrip finish withstands extreme weather changes without cracking or peeling. Other standard LSI finishes available. Consult factory.
- Shipping weight: 30 lbs in carton.

Optical System

- State-of-the-Art one piece silicone optic sheet delivers industry leading optical control with an integrated gasket to provide IP65 rated sealed optical chamber in 1 component.
- Proprietary silicone refractor optics provide exceptional coverage and uniformity in Types 2, 3, and Forward Throw (FT) distributions.
- Silicone optical material does not yellow or crack with age and provides a typical light transmittance of 93%.
- Zero uplight.
- Available in 5000K, 4000K and 3000K color temperatures per ANSI C78.377. Also Available in Phosphor Converted Amber with Peak intensity at 610nm.
- Minimum CRI of 70.

Electrical

- High-performance programmable driver features over-voltage, under-voltage, short-circuit and over temperature protection. Custom lumen and wattage packages available.
- 0-10V dimming (10% - 100%) standard.
- Standard Universal Voltage (120-277 Vac) Input 50/60 Hz or optional High Voltage (347-480 Vac).
- L80 Calculated Life: >100k Hours
- Total harmonic distortion: <20%
- -3L to 12L operating temperature: -40°C to +50°C (-40°F to +122°F)
- 15L operating temperature: -40°C to +45°C (-40°F to +113°F).
- -18L operating temperature: -40°C to +40°C (-40°F to +104°F).
- -25L operating temperature: -40°C to +35°C (-40°F to + 95°F).
- Power factor: > .90
- Input power stays constant over life.
- Optional 10kV surge protection device meets a minimum Category C Low operation (per ANSI/IEEE C62.41.2).
- High-efficacy LEDs mounted to metal-core circuit board to maximize heat dissipation
- Components are fully encased in potting material for moisture resistance. Driver complies with FCC standards. Driver and key electronic components can easily be accessed via hinged door.
- Optional integral emergency battery pack provides 90-minutes of constant power to the LED system, ensuring code compliance. A test switch/indicator button is installed on the housing for ease of maintenance. The fixture delivers 1500 lumens during emergency mode.

Controls

- Integral passive infrared Bluetooth™ motion and photocell sensor options. Fixtures operate independently and can be commissioned via an iOS or Android configuration app. Updates and modifications to the control strategy are easily implemented via an intuitive app.
- LSI's AirLink™ Blue lighting control system is a simple feature rich wireless Bluetooth mesh network. The integrated fixture sensor module provides wireless control of grouped fixtures based on motion sensors, daylight or a fully customizable schedule.

Installation

- Universal wall mounting plate easily mounts directly to 4" octagonal or square junction box.
- 2 fasteners secure the hinged door underneath the housing and provide quick & easy access to the electrical compartment for installing/servicing.
- Optional terminal block accepts up to 12 ga wire.

Warranty

- LSI LED Fixtures carry a 5-year warranty.
- 1 Year warranty on Battery Back-up option.

Listings

- Listed to UL 1598 and UL 8750.
- Meets Buy American Act requirements.
- IDA compliant; with 3000K or lower color temperature selection.
- Title 24 Compliant; see local ordinance for qualification information.
- Suitable for wet Locations.
- IP65 rated luminaire per IEC 60598.
- 3G rated for ANSI C136.31 high vibration applications when pole mounted (using optional XPMA bracket) or wall mounted.
- IK08 rated luminaire per IEC 60262 mechanical impact code
- DesignLights Consortium® (DLC) qualified product. Not all versions of this product may be DLC qualified. Please check the DLC Qualified Products List at www.designlights.org/QPL to confirm which versions are qualified.

Mirada Wall Sconce (XWM)

ORDERING GUIDE

Back to Quick Links

TYPICAL ORDERING EXAMPLE: XWM 2 LED 6SL 30 UE BRZ ALSC

Family	Distribution	LED Technology	Lumen Package	Color Temperature	Voltage
XWM - Mirada Medium Wall Sconce	2 - Type 2 3 - Type 3 FT - Type 4 Forward Throw	LED	3L - 3,000 lm 4L - 4,000 lm 6L - 6,000 lm 8L - 8,000 lm 10L - 10,000 lm 15L - 15,000 lm 18L - 18,000 lm 21L - 21,000 lm Custom Lumen Package*	30 - 3000k 40 - 4000k 50 - 5000k AMB - Phosphor Converted Amber*	UE - Universal Voltage (120-277V) HVU - High Voltage (347-480V)

Finish	Controls (Choose One)	Options
BLK - Black BRZ - Dark Bronze CPR - Copper Patina Color GPT - Graphite WHT - Textured White PNP - Platinum Plus DKA - Dark Anodized Bronze ANO - Anodized	**Wireless Controls** ALSC - AirLink Sensorless Control System ALSCSD - AirLink Sensorless Control System with Bluetooth 5.2 "Motion Sensor ALSCSCS - AirLink Sensorless Control System with 12-20' Motion Sensor ALSCSCS - AirLink Wireless Motion & Photocell Sensor Controller (9-20' mounting height) ALSCSCS - AirLink Wireless Motion & Photocell Sensor Controller (25-40' mounting height) **Standalone Controls** DIM - 0-10v Dimming (wall controlled by housing customer IMSBT - Integral Bluetooth™ Motion and Photocell Sensor (up to 20' mounting height)* IMSBTD - Integral Bluetooth Motion and Photocell Sensor (max 25-40' mounting height)* **Button Type Photocells** PCCB - 120V PCUNV-277 - 208-277V PCUNV - 347V	BF - Battery Back-up (0°C)* CWBU - Cold Weather Battery Back-up (-20°C)* XPMA - Pole Mounting Bracket SPD - Shirt Surge Protection TB - Terminal Block

ACCESSORY ORDERING INFORMATION*

Description	Order Number	Description	Order Number
XWM Surface Mtg Adpt Box	DSXMSQA	HKSD - Handle Keying	HKSD*
10' Linear Wire Guard (Not to 12' Recommended per Luminaire)	YGM12	SRA - Shoebox Keying	SHCKD*
YGS72 - Straight Keying	YGS72	SRA - Shoebox Tenon Keying (ANSI)	SPANSI*
HK2TT - Straight Keying	HK2TT		

1. Units Available in UL Luminaire Packages. Consult factory for lead time and availability.
2. Not available in HVU.
3. Consult Factory for Take Layout.
4. IMSBT is field configurable via the LSI app that can be downloaded from your smartphone's native app store.
5. Keying must be located in a hand hole for pole or in the junction box.
6. Custom lumen and wattage packages available must fall into a fixture, values are within industry standard tolerances but not SET listed.
7. Accessories are shipped separately and field installed.

Mirada Wall Sconce (XWM)

PERFORMANCE

Back to Quick Links

DELIVERED LUMENS*

Lumen Package	Distribution	CRI	3000K Delivered Lumens	3000K Efficacy	3000K BUG Rating	4000K Delivered Lumens	4000K Efficacy	4000K BUG Rating	5000K Delivered Lumens	5000K Efficacy	5000K BUG Rating	Wattage
3L	2	70	3178	136	B1-U0-G2	3368	144	B1-U0-G2	3355	143	B1-U0-G2	23
	3	70	3224	140	B1-U0-G2	3416	148	B1-U0-G2	3364	145	B1-U0-G2	
	FT	70	3060	157	B1-U0-G1	3569	145	B1-U0-G1	3294	143	B1-U0-G1	
4L	2	70	4250	139	B1-U0-G3	4483	147	B1-U0-G2	4400	145	B1-U0-G2	30
	3	70	4309	141	B1-U0-G3	4545	150	B1-U0-G2	4422	147	B1-U0-G2	
	FT	70	4206	159	B1-U0-G3	4458	147	B1-U0-G2	4395	144	B1-U0-G2	
6HL	2	70	5725	134	B2-U0-G3	6294	142	B2-U0-G2	6075	140	B2-U0-G2	43
	3	70	6417	136	B3-U0-G3	6805	144	B1-U0-G2	6689	142	B1-U0-G2	
	FT	70	6250	154	B2-U0-G2	6686	142	B2-U0-G2	6557	139	B2-U0-G2	
6HL	2	70	8566	128	B2-U0-G2	8954	135	B2-U0-G2	8583	131	B2-U0-G2	64
	3	70	8292	129	B2-U0-G2	8778	137	B2-U0-G2	8615	134	B2-U0-G2	
	FT	70	8120	126	B2-U0-G2	8605	134	B2-U0-G2	8461	132	B2-U0-G2	
12L	2	70	11967	146	B3-U0-G3	12738	155	B3-U0-G3	12507	153	B3-U0-G3	82
	3	70	11854	145	B3-U0-G3	12580	153	B2-U0-G2	12053	147	B2-U0-G2	
	FT	70	11737	143	B2-U0-G2	12286	149	B2-U0-G2	12187	154	B2-U0-G2	
15L	2	70	14622	142	B3-U0-G3	15225	145	B3-U0-G3	15024	142	B3-U0-G3	105
	3	70	14665	139	B2-U0-G2	15362	146	B2-U0-G2	15404	151	B2-U0-G2	
	FT	70	14522	139	B2-U0-G2	15252	146	B2-U0-G2	15259	154	B2-U0-G2	
18L	2	70	17403	164	B3-U0-G3	18289	170	B3-U0-G3	18065	165	B3-U0-G3	130
	3	70	17458	154	B3-U0-G3	18365	159	B3-U0-G3	18940	166	B3-U0-G3	
	FT	70	17259	153	B3-U0-G3	18282	158	B3-U0-G3	18245	164	B3-U0-G3	
21L	2	70	20388	127	B3-U0-G3	21362	132	B3-U0-G3	21059	130	B3-U0-G3	164
	3	70	20971	125	B3-U0-G3	22115	132	B3-U0-G3	22329	133	B3-U0-G3	
	FT	70	20575	126	B3-U0-G3	21683	133	B3-U0-G3	21911	134	B3-U0-G3	

*LEDs are frequently updated therefore values are nominal

ELECTRICAL DATA*

Lumen Package	120V	208V	240V	277V	347V	480V
3L	0.19	0.11	0.10	0.09	0.07	0.05
4L	0.25	0.15	0.13	0.11	0.09	0.06
6HL	0.39	0.23	0.20	0.17	0.14	0.10
6L	0.34	0.19	0.17	0.15	0.11	0.08
12L	0.59	0.35	0.31	0.26	0.21	0.15
15L	0.77	0.45	0.40	0.34	0.26	0.19
18L	1.03	0.61	0.54	0.47	0.37	0.27
21L	1.24	0.72	0.63	0.56	0.46	0.34

Electrical data at 25C (77°F). Actual wattage may differ by +/-10%.

DELIVERED LUMENS*

Lumen Package	Distribution	Amber Delivered Lumens	Amber Efficacy	Amber BUG Rating	Wattage
4L	2	1925	76	B1-U0-G2	25.5
	3	1935	76	B1-U0-G2	
	FT	1900	77	B0-U0-G2	

RECOMMENDED LUMEN MAINTENANCE (TL-B)†

Ambient Temperature C	Initial‡	25K hrs.†	50K hrs.†	75K hrs.†	100K hrs.†
0 - 50 C	100%	98%	95%	93%	90%

RECOMMENDED LUMEN MAINTENANCE (TL-2B)†

Ambient Temperature C	Initial‡	25K hrs.†	50K hrs.†	75K hrs.†	100K hrs.†
0 - 50 C	99%	97%	95%	93%	91%

† - Lumen maintenance values at 25C are calculated per TM-21 based on LM-80 data and in-situ testing.
2 - In accordance with IESNA TM-21-11, Projected Values represent interpolated value based on time durations that are within six times the IESNA LM-80-08 total test duration for the device under testing.
‡ - Lumen maintenance values at 25C are calculated per TM-21 based on LM-80 data and in-situ testing times the IESNA LM-80-08 total test duration for the device under testing

Mirada Wall Sconce (XWM)

PHOTOMETRICS

Back to Quick Links

All published luminaire photometric testing performed to IESNA LM-79 standards. ISO footcandle plots below demonstrate the Mirada Wall Sconce (XWM) light patterns only. Not for total fixture output. For complete specifications and IES files, see website.

XWM-2-LED-6L-40

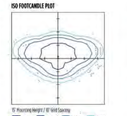
LUMINAIRE DATA

Type 2 Distribution	
Description	4000 Kelvin, 70 CRI
Delivered Lumens	6,425
Watts	43.2
Efficacy	135
BUG Rate	Type B - Medium
Mult Adjmg	B1-U0-G2

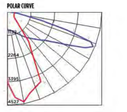
Zonal Lumen Summary

Zone	Lumens	%Luminaire
Low (0-30)°	801	12.4%
Medium (30-60)°	3918	60.9%
High (60-90)°	1641	38.1%
Very High (80-90)°	115	1.7%
Uplight (90-180)°	0.1	0.0%
Total Flux	6425	100%

ISO FOOTCANDLE PLOT



POLAR CURVE



XWM-3-LED-6L-40

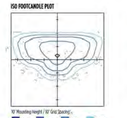
LUMINAIRE DATA

Type 3 Distribution	
Description	4000 Kelvin, 70 CRI
Delivered Lumens	6,425
Watts	43.2
Efficacy	135
BUG Rate	Type B - Medium
Mult Adjmg	B1-U0-G2

Zonal Lumen Summary

Zone	Lumens	%Luminaire
Low (0-30)°	1073	17%
Medium (30-60)°	3928.3	61.1%
High (60-90)°	1344.5	20.9%
Very High (80-90)°	367	5.5%
Uplight (90-180)°	0.1	0.0%
Total Flux	6432.1	100%

ISO FOOTCANDLE PLOT



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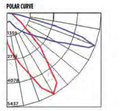


XWM-FT-LED-6L-40

LUMINAIRE DATA

Type 4 Distribution	
Description	4000 Kelvin, 70 CRI
Delivered Lumens	6,458
Watts	43.2
Efficacy	135
BUG Rate	Type B - Short
Mult Adjmg	B1-U0-G2

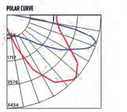
Zonal Lumen Summary

Zone	Lumens	%Luminaire
Low (0-30)°	770.6	11.9%
Medium (30-60)°	2934.9	45.2%
High (60-90)°	2,925.1	45.1%
Very High (80-90)°	310.5	4.8%
Uplight (90-180)°	0.1	0.0%
Total Flux	6,957.4	100.0%

ISO FOOTCANDLE PLOT



POLAR CURVE



Mirada Wall Sconce (XWM)

PRODUCT DIMENSIONS

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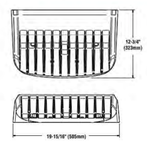

Luminaire Shown with IMSBT



Surface Wiring Box



Wall location rated surface wiring box features 1/2" and 3/4" knockouts for surface conduit

Luminaire Shown with PCI



CONTROLS

AirLink Wireless Lighting Controller

The AirLink integrated controller is a California Title 24 compliant lighting controller that provides real-time light monitoring and control with utility-grade power monitoring. It includes a 24V sensor input and power supply to connect a sensor into the outdoor AirLink wireless lighting system. The wireless integrated controller is compatible with this fixture.

Click here to learn more about AirLink.

Integral Bluetooth™ Motion and Photocell Sensor (IMSBT)

Slim low profile sensor provides multi-level control based on motion and/or daylight. Sensor controls 0-10 VDC LED drivers and is rated for cold and wet locations (-30° C to 70° C). Two unique PIR lenses are available and used based on fixture mounting height. All control parameters are adjustable via an iOS or Android App capable of storing and transmitting sensor profiles.

Click here to learn more about IMSBT.

AirLink Blue

Wireless Bluetooth Mesh Outdoor Lighting Control System that provides energy savings, code compliance and enhanced safety/security for parking lots and parking garages. Three key components: Bluetooth wireless radio/sensor controller, Time Keeper and an iOS App. Capable of grouping multiple fixtures and sensors as well as scheduling time-based events by zone. Radio/Sensor Controller is factory integrated into Area/Site, Wall Mounted, Parking Garage and Canopy luminaires.

Click here to learn more about AirLink Blue.

811 Know what's below. Call before you dig.

NO.	REVISION	BY	DATE	APPR.

Kimley»Horn

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PHOTOMETRIC DETAILS

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PROJECT NO.
096888046

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QUIKTRIP 4263

SITE PLAN AND CONDITIONAL USE

A PARCEL OF LAND IN THE SOUTHWEST $\frac{1}{4}$ SECTION SECTION 26, TOWNSHIP 4 SOUTH, RANGE 67 WEST, 6TH P.M.
COUNTY OF ARAPAHOE, STATE OF COLORADO

Catalog #: Project: Type:
Prepared By: Date:

Scottsdale Vertex™ (SCV)

Petroleum Canopy Light

IP66



OVERVIEW	
Lumen Package (lm)	9,000 – 23,000
Wattage Range (W)	67 – 188
Efficacy Range (LPW)	109 – 154
Weight lbs (kg)	18.5 (8.4)

QUICK LINKS

Ordering Guide | Performance | Photometrics | Dimensions

FEATURES & SPECIFICATIONS

Construction
- Rugged low-profile die-cast aluminum housing, optical unit, and driver cover.
- Below canopy access to optical chamber and driver housing for serviceability.
- IP66 rated luminaire protects integral components from dust and water.
- Fixtures are finished with LSI's DuraGrip® polyester powder coat finishing process. The DuraGrip finish withstands extreme weather changes without cracking or peeling.
- Four fasteners secure the door frame to housing. Door frame also provides quick and easy access to the electrical compartment for servicing.
- Shipping weight: 18.5 lbs in carton.

Optical System
- Symmetrical distribution utilizes a clear tempered flat glass lens to uniformly illuminate the area under the gas canopy.
- Combination Forward Throw distribution uses clear tempered flat glass and optical grade PMMA acrylic lens to create an industry leading unique distribution pattern to illuminate the area under the gas canopy and the area between the gas canopy and convenience store eliminating the need for extra floodlights.
- Available in 5000K, 4000K and 3000K color temperatures.
- Minimum CRI of 80.

Electrical
- High-performance factory programmable driver, features include over-voltage, undervoltage, short circuit and over temperature protection.
- Integral 6kV surge protection that meets IEEE C62.41.2 and ANSI C82.77-5 Location Category C Low standards.
- Additional field replaceable 10kV surge protection device meets a minimum Category C Low operation (per ANSI/IEEE C62.41.2).
- Custom lumen and wattage packages available.
- 0-10V dimming (10% - 100%) standard.
- Standard Universal Voltage (120-277 Vac) input 50/60 Hz or optional High Voltage (347-480 Vac).
- L80 Calculated Life: >100k Hours (See Lumen Maintenance on Page 2).
- Total harmonic distortion: <20%.
- Operating temperature: -40°C to +50°C (-40°F to +122°F) when mounted to Steel/Aluminum surfaces for 10L, 13L, & 15L Lumen Packages, +45°C for 20L Lumen Package, and +35°C for 23L Lumen Package. If mounted to a non-metallic surface, reduce ambient by 5°C.
- Power factor: >0.90.
- High-efficacy LEDs are mounted to (4) circuit boards to maximize heat dissipation.
- Driver components are fully encased in potting material for moisture resistance. Driver complies with FCC standards.

Hazardous Location
- Designed for lighter than air fuel applications. Product is suitable for Class 1 Division 2 with all lumen packages and distributions only when properly installed per LSI installation instructions. Models with optional controls are not approved for Class 1, Division 2 applications.
  - Gas Groups A, B, C, and D - Group A: Acetylene / Group B: Hydrogen / Group C: Propane and Ethylene / Group D: Benzene, Butane, Methane & Propane.

Installation (Standard)
- Installs in a 12" or 16" deck pan.
- Four fasteners are provided for use in single deck steel canopies. Other suitable fasteners may be required and provided by others.
- Unit is designed to quickly retrofit into existing Scottsdale (4") hole.
- Aluminum locking collar and gasket are included and required for complete seal and support of canopy deck.
- Retrofit panels are available for existing Encore, Richmond, 2x2 Universal, and more.
- Direct mount to surface or recessed J box with hardware bracket kit ordered separately as an accessory.

Installation (RED/Mount)
- Patent pending 3 piece quick mounting system; components include collar, capsule and connector.
- Designed to reduce canopy penetrations and increase installation efficiency.
- Installs in 12" or 16" deck pan.

Warranty
- LSI luminaires carry a 5-year limited warranty. Refer to https://www.lsicorp.com/resources/terms-conditions-warranty/ for more information.

Listings
- Listed to UL 1598 and UL 8750.
- Meets Buy American Act requirements.
- State of California Title 24 Compliant with IMSBT option.
- DesignLights Consortium® (DLC) Premium qualified product. Not all versions of this product may be DLC Premium qualified. Please check the DLC Qualified Products List at www.designlights.org/QPL to confirm which versions are qualified.
- IDA compliant with 3000K or lower color temperature.

Scottsdale Vertex™ (SCV) Petroleum Canopy Light

Type:

Have questions? Call us at (800) 436-7800

ORDERING GUIDE

Back to Quick Links

TYPICAL ORDER EXAMPLE:	SCV	LED	13L	SC	UNV	DIM	50	WHT	IMSBT2	REDI

Prefix	Light Source	Lumen Package	Distribution	Voltage	Driver	Color Temperature	Finish	Options	Mounting
SCV - Petroleum Canopy Luminaire	LED	10L - 10,000 Lumens 13L - 13,000 Lumens 15L - 15,000 Lumens 20L - 20,000 Lumens 23L - 23,000 Lumens Custom Lumen Packages[1] 23L - 25,000 Lumens SCFT - Combination Standard Symmetric and Forward Throw[2]	SC - Standard Symmetric	UNV - Universal Voltage (120-277VAC) HV - 347-480V	DIM - 0-10V Dimming[3]	30 - 3000K 40 - 4000K 50 - 5000K	WHT - White BLK - Black BRZ - Bronze	Blank - None ALBC51 - AirLink Blue Wireless Motion & Photo Sensor Controller (25-40' mounting height) IMSBT2L - Integral Bluetooth® Motion and Photocell Sensor (8 - 24' mounting height)[4] IMSBT2L - Integral Bluetooth® Motion and Photocell Sensor (25 - 40' mounting height)[4] RL - Hazardous Location Class 1 Div 2[5]	Blank - None REDI - RED/Mount integrated junction box system[6]

Need more information? Click here for our glossary

Have additional questions? Call us at (800) 436-7800

ACCESSORY ORDERING INFORMATION

Part Number	Description
67542582	Retrofit Panel Kit - EC / ECTA / SCI in SCV, for 16" Deck Panel with Lanyer openings)
67601382	Retrofit Panel Kit - EC / ECTA / SCI in SCV, for 12" Deck Panel
67542682	Retrofit Panel Kit - RECI/Richmond to SCV
67542782	Retrofit Panel Kit - ENV Universal 2x2 to SCV
357282	Retrofit 2x2 Cover Panel Blank (no holes)
354762	Retrofit RC Cover Panel Blank (no holes)
5571598WHT	26" X 26" Beauty Plate Kit (with 4" Center hole)
5641606WHT	26" X 32" Beauty Plate Kit (with 4" Center hole)

Part Number	Description
6874613	Junction Box
1320540	Kit - Hole Plugs and Sealant (enough for 25 retrofits)
67625182WHT	Rectangular Top Plate Kit (includes top plate and sealant)
67545382	Surface Mount Box
68748282	Retrofit Kit - CBATOR3 to SCV
744353	Retrofit Kit for SCM/SCV to upgrade SC/SCR/EC to White
75227282	Bracket SCM/SCV Direct Mount with Hardware

1 Custom lumens and wattage packages available contact factory. Values are within industry standard tolerances that may vary.
2 Will not available with RED/Mount.
3 0-10 low voltage wired dimming not available with RED/Mount.
4 IMSBT is field configurable via the LSI App that can be downloaded from your smartphone's native app store.
5 Is not compatible with AirLink, IMSBT, DIMM, or RED/Mount.
6 Light fixture engine ships with RED/Mount attached.
7 Ideal for 5" to 7" openings.
8 Ideal for 7" openings.

Scottsdale Vertex™ (SCV) Petroleum Canopy Light

Type:

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PERFORMANCE

Back to Quick Links

Delivered Lumens*

Lumen Package	3000K CCT			4000K CCT			5000K CCT			Wattage
	Delivered Lumens	Efficiency	BUG Ratings	Delivered Lumens	Efficiency	BUG Ratings	Delivered Lumens	Efficiency	BUG Ratings	
10L	9,952	144	B5-U0-G1	9,929	148	B5-U0-G1	10,337	154	B5-U0-G1	67
13L	12,567	140	B5-U0-G1	12,927	144	B5-U0-G1	13,443	149	B5-U0-G1	90
15L	13,999	137	B5-U0-G1	14,399	141	B5-U0-G1	14,965	147	B5-U0-G1	102
20L	18,755	141	B4-U0-G1	19,598	147	B4-U0-G1	20,254	152	B4-U0-G1	133
23L	21,783	141	B4-U0-G2	22,406	145	B4-U0-G2	23,284	150	B4-U0-G2	155
23L (SCT)	20,866	131	B5-U0-G3	21,387	125	B4-U0-G3	23,101	123	B5-U0-G3	188

*LEDs are frequently updated therefore values are nominal.

Recommended Lumen Maintenance - SCV 25L SC[1]

Ambient Temperature °C	Initial[2]	25k hr[3]	50k hr[3]	75k hr[3]	100k hr[3]
	Lumen Multiplier				
25	102%	97%	92%	88%	84%
30	102%	97%	92%	88%	84%
35	102%	97%	92%	88%	84%
40	102%	97%	92%	88%	84%
45	101%	95%	91%	86%	81%
50	101%	95%	90%	85%	80%

Recommended Lumen Maintenance - SCV 25 SCFT[4]

Ambient Temperature °C	Initial[2]	25k hr[3]	50k hr[3]	75k hr[3]	100k hr[3]
	Lumen Multiplier				
25	105%	88%	73%	62%	52%
30	105%	88%	73%	62%	52%
35	105%	88%	73%	62%	52%
40	105%	88%	73%	62%	52%

Recommended Lumen Maintenance - SCV 25 SC1

Ambient emperature °C	Initial[2]	25k hr[3]	50k hr[3]	75k hr[3]	100k hr[3]
	Lumen Multiplier				
25	102%	97%	92%	88%	84%
30	102%	97%	92%	88%	84%
35	102%	97%	92%	88%	84%
40	101%	96%	91%	86%	82%

Electrical Data - Current draw in AMPS*

Lumen Package	Wattage	120V	208V	240V	277V	347V	480V
10L	67	0.56	0.32	0.28	0.24	0.19	0.14
13L	90	0.75	0.43	0.37	0.32	0.26	0.19
15L	102	0.85	0.49	0.42	0.37	0.29	0.21
20L	133	1.1	0.64	0.55	0.48	0.38	0.28
23L (SC)	155	1.29	0.75	0.65	0.56	0.45	0.32
23L (SCT)	188	1.57	0.9	0.78	0.68	0.54	0.39

*Electrical data at 25°C (77°F). Actual wattage may differ by +/-10%.

1 Lumen maintenance values at 25°C are calculated per TM-21 based on LM-80 data and in-situ luminaire testing.
2 In accordance with IESNA TM-21-11, Projected Values represent interpolated values based on time durations that are within six times (6X) the IESNA LM-80-08 total test duration (in hours) for the driver(s) under testing (ISTD) (i.e. 4hr powerpack (12 hrs)).
3 In accordance with IESNA TM-21-11, Calculated Values represent time durations that exceed six times (6X) the IESNA LM-80-08 total test duration (in hours) for the driver(s) under testing (ISTD) (i.e. the packaged LED chip).

Scottsdale Vertex™ (SCV) Petroleum Canopy Light

Type:

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PHOTOMETRICS

Back to Quick Links

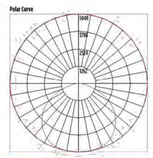
Luminaire photometry has been conducted by a NVLAP accredited testing laboratory in accordance with IESNA LM-79-08. As specified by IESNA LM-79-08 the entire luminaire is tested as the source resulting in a luminaire efficiency of 100%.
See the individual product page on https://www.lsicorp.com/ for detailed photometric data.

SCV-LED-15L-SC-50

Luminaire Data	
Wide Distribution	
Description	5000 Kelvins, 80 CRI
Delivered Lumens	15,410
Watts	103
Efficacy	150
IES Type	Type VS - Very Short
BUG Rating	B5-U0-G1

Zonal Lumen Summary		
Zone	Lumens	% Luminaire
Low (0-30°)	4,335.5	28.6%
Medium (30-60°)	8,286.4	54.8%
High (60-80°)	2,748.8	17.8%
Very High (80-90°)	177.4	1.1%
Uplight (90-180°)	1	0.0%
Total Flux	15,410.2	100%

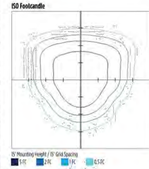




SCV-LED-23L-SCFT-50

Luminaire Data	
Wide Distribution	
Description	5000 Kelvins, 80 CRI
Delivered Lumens	24,364
Watts	163.5
Efficacy	149
IES Type	Type IV - Short
BUG Rating	B5-U0-G2

Zonal Lumen Summary		
Zone	Lumens	% Luminaire
Low (0-30°)	4,368.4	17.9%
Medium (30-60°)	12,550.5	51.7%
High (60-80°)	6,966.6	28.6%
Very High (80-90°)	419.5	1.8%
Uplight (90-180°)	0	0.0%
Total Flux	24,304.9	100%





Scottsdale Vertex™ (SCV) Petroleum Canopy Light

Type:

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PRODUCT DIMENSIONS

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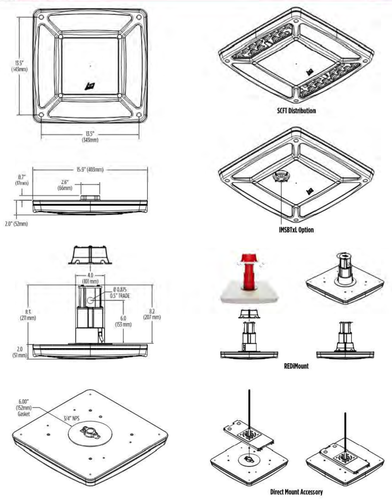

Scottsdale Vertex™ (SCV) Petroleum Canopy Light

Type:

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CONTROLS

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Integral Bluetooth™ Motion and Photocell Sensor (IMSBTIL, IMSBT2L)

Slim low profile sensor provides multi-level control based on motion and/or daylight. Sensor controls 0-10 VDC LED drivers and is rated for cold and wet locations (-30° C to 70° C). Two unique PIR lenses are available and used based on fixture mounting height. All control parameters are adjustable via an iOS or Android App capable of storing and transmitting sensor profiles.

Click here to learn more details about IMSBTxL

AirLink Blue (ALBC, ALBCS1, ALBCS2)

Wireless Bluetooth Mesh Lighting Control System that provides energy savings, code compliance and enhanced safety/security. Three key components; Bluetooth wireless radio/sensor controller, Time Keeper and an App. Capable of grouping multiple fixtures and sensors as well as scheduling time-based events by zone. Radio/Sensor Controller is factory integrated into luminaires.

Click here to learn more details about AirLink Blue

RETROFIT KITS

Back to Quick Links

LSI Industries offers a full line of Retrofit Kits for existing Encore, Richmond, 2x2 Universal and many more older canopy luminaires.

Click here to learn more details on all our Retrofit Kits

811 Know what's below. Call before you dig.

NO.	REVISION	BY	DATE	APPR.

Kimley»Horn
2024 KIMLEY–HORN AND ASSOCIATES, INC.
6200 S South Syracuse Way #300
Greenwood Village, Colorado 80111 (303) 228–2300

DESIGNED BY: SAM
DRAWN BY: SPD
CHECKED BY: SAM
DATE: 08/30/24

QUIKTRIP 4263
PARKER RD. & HAVANA
SITE PLAN
PHOTOMETRIC DETAILS

PRELIMINARY
NOT FOR CONSTRUCTION
Kimley»Horn
Kimley-Horn and Associates, Inc.

PROJECT NO.
096888046

DRAWING NAME
096888046_PH.DWG

23

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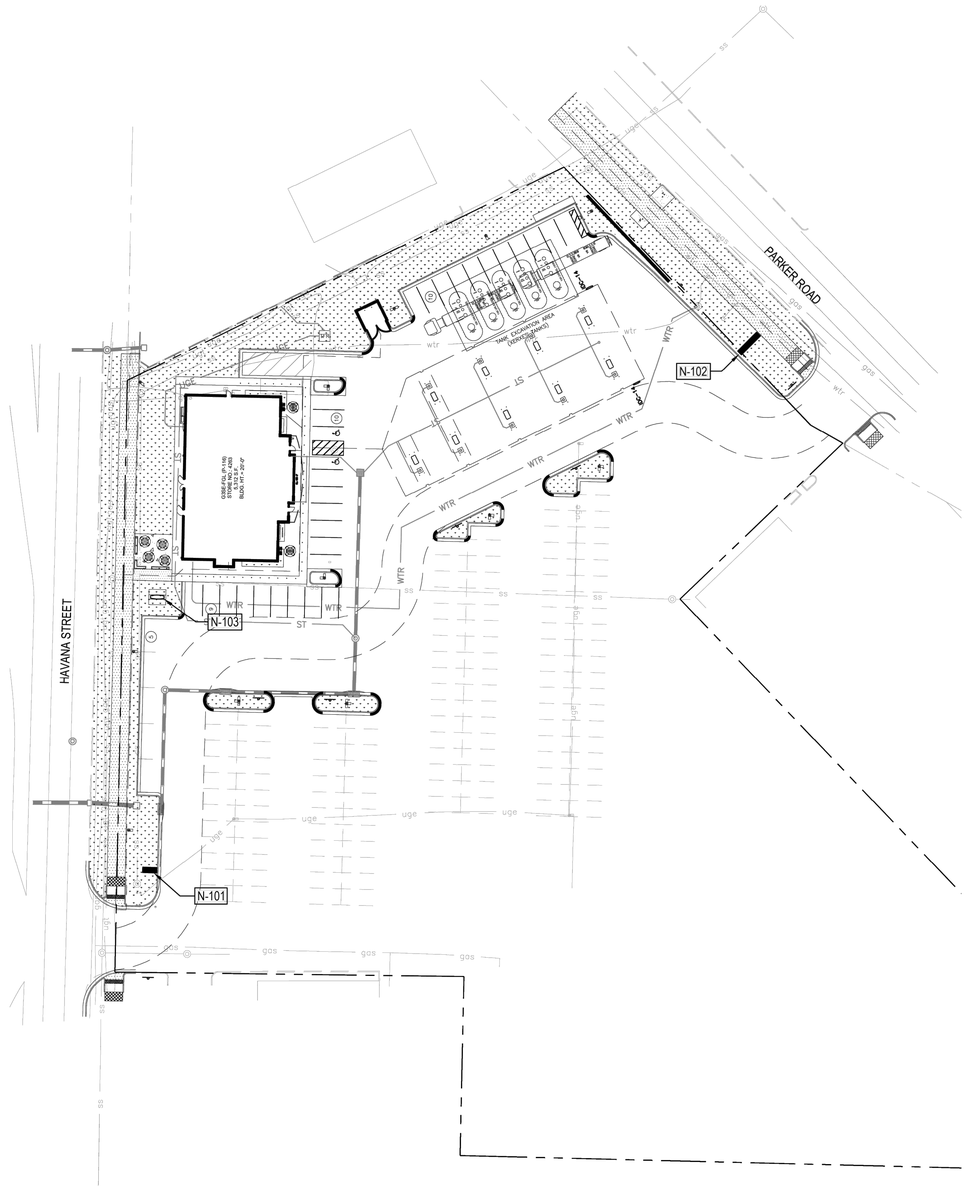
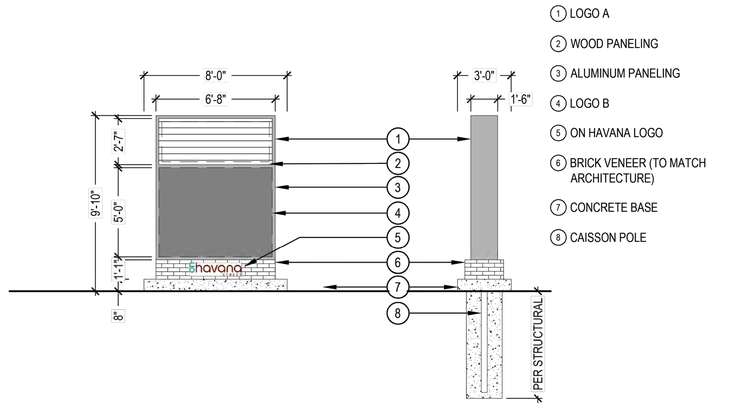
QUIKTRIP 4263

SITE PLAN AND CONDITIONAL USE

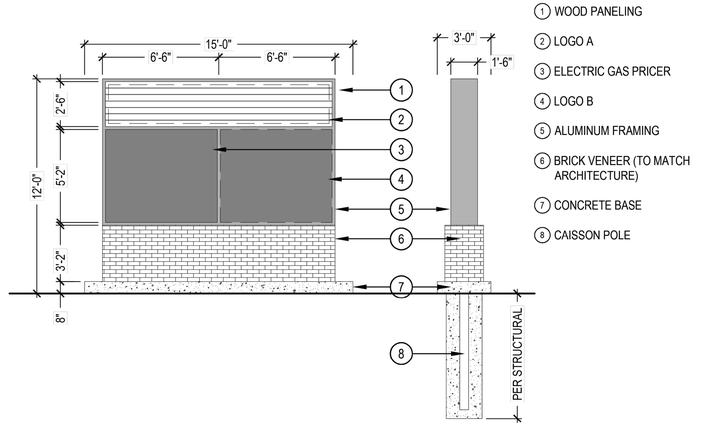
A PARCEL OF LAND IN THE SOUTHWEST $\frac{1}{4}$ SECTION SECTION 26, TOWNSHIP 4 SOUTH, RANGE 67 WEST, 6TH P.M.
COUNTY OF ARAPAHOE, STATE OF COLORADO





1 MULTI-TENANT | HAVANA STREET

SCALE: 1/4" = 1'-0"



2 MULTI-TENANT SIGN | PARKER ROAD

SCALE: 1/4" = 1'-0"

SIGNAGE REQUIREMENTS

CODE	SIGN TYPE	SIGN CLASSIFICATION	STREET CLASSIFICATION	PERMITTED SIGN HEIGHT	PROPOSED HEIGHT	PERMITTED SIGN AREA	SIGN FACE PER SIDE	PROPOSED TOTAL SIGN FACE
N-101	SECONDARY MULTI TENANT - HAVANA ST	MONUMENT / MULTI-TENANT	ARTERIAL	12'	9'-10"	200 SF	54 SF	108 SF
N-102	SECONDARY MULTI TENANT - PARKER ROAD	MONUMENT / MULTI-TENANT	ARTERIAL	12'	12'	200 SF	62 SF	168 SF
N-103	PRIMARY SINGLE TENANT - HAVANA ST	MONUMENT / SINGLE-TENANT	ARTERIAL	N/A	20'	184.75 SF	N/A	N/A
								TOTAL: 276 SF

* ALL SIGNS MUST COMPLY WITH THE COA UNIFIED DEVELOPMENT ORDINANCE SIGN CODE SECTION: 146-4.10.5.

** SIGNS ARE PERMITTED VIA A SEPARATE PERMIT

NORRIS DESIGN
PEOPLE + PLACEMAKING

811 Know what's below. Call before you dig.

NO.	REVISION	BY	DATE	APPR.

Kimley»Horn
2024 KIMLEY-HORN AND ASSOCIATES, INC.
6200 S South Syracuse Way #300
Greenwood Village, Colorado 80111 (303) 228-2300

DESIGNED BY: SAM
DRAWN BY: SPD
CHECKED BY: SAM
DATE: 08/30/24

QUIKTRIP 4263
PARKER RD. & HAVANA
SITE PLAN
SIGNAGE PLAN

PRELIMINARY
NOT FOR CONSTRUCTION
Kimley»Horn
Kimley-Horn and Associates, Inc.

PROJECT NO.
096888046

DRAWING NAME
096888046_SN.DWG

24

K:\DEN_Civil\096888046_QuikTrip 4263 Aurora\CADD\PlanSheets\Site Plan\096888046_SN.dwg DeHoyos, Schuyler 12/13/2024 11:46 AM

November 8, 2024

City of Aurora
Office of Development Assistance
15151 E. Alameda Parkway, Suite 5200
Aurora, CO 80012

Re: ***Site Plan – Conditional Use Criteria for Approval***
QuikTrip 4263
Parker Road and Havana Street, Aurora, Colorado

To Whom It May Concern,

Kimley-Horn and Associates, Inc. is pleased to be submitting the Site Plan Package for the above-referenced project on behalf of QuikTrip Corporation (the "Site Developer"). In conjunction with the project, we are responding the Criteria for Approval, ensuring our Site will align with Aurora's requirements within Section 146-5.4.3.3.A.3.

General Project Information

The Site is located on Parker Road, situated in the southwest quarter of Section 26, Township 4 South, Range 67 West of the 6th Principal Meridian, City of Aurora, County of Arapahoe, State of Colorado.

The Site lies within a portion of an existing developed lot, with a Burger King to the north, and surrounded by mixed uses to the south such as Epic Mountain Gear and Advance Auto Parts with associated sidewalks, pavement, and parking. The total existing lot contains a total of ±4.834 acres, however the proposed improvements anticipate impacting approximately ±2.07 acres of the total site.

The proposed improvements consist of the demolition of the existing structure on the northern portion of the site to develop a new convenience store and gas station.

Conditional Use Criteria

It is understood that a gas station and convenience store is a Conditional Use under the current MU-C zoning designation. Below is a summary of the seven (7) conditional use criteria and descriptions of how the proposed site plan demonstrates compliance with the criteria.

1. The application complies with the applicable standards in the UDO, other adopted City regulations (including but not limited to any use-specific standards for the proposed conditional use in Section 146-3.3), any approved Master Plan that includes the property, and any conditions specifically applied to development of the property by the Planning and Zoning Commission or City Council in a prior decision affecting the property.
    - *Response: There is no approved Master Plan that includes the property, but the proposed development is compatible and consistent with the adjacent rights-of-way, commercial and industrial uses surrounding the site. The Site complies with the applicable standards in the UDO and City regulations per coordination with the City through the Pre-Application process. The Site proposes updated and accessible routes, ramps, and tree lawn improvements along Havana Street and Parker Road. There are no outstanding standards applied to the Site by a prior decision, ensuring that the proposed development complies with all applicable standards laid out.*

2. The application is consistent with the Comprehensive Plan
   - *Response: The proposed development is consistent with the Comprehensive Plan as the finished development will contribute to the economy with new jobs, improve mobility and transportation with a new detached sidewalk, which will provide accessible paths to and from the improved bus stop. This development will improve the existing condition by proposing more landscaping. These improvements will uplift the existing lot, aiding not only QuikTrip, but also the existing commercial businesses by aligning with Aurora's community principles and Comprehensive Plan.*

3. The size, scale, height, density, multi-modal traffic impacts, and hours of operation of the proposed use are compatible with existing and planned uses in the surround area.
   - *Response: The proposed convenience store and fuel station will not negatively impact the density in this area and will actively serve the community while remaining compatible with the existing commercial stores within the Site's lot. A Traffic Study has been completed and accompanies the submittal package, confirming the Site does not create a negative impact and will be successfully incorporated into the roadway network. Visually, the proposed development will be partially screened with landscaping and amenities from view of the adjacent ROW utilizing tree lawns and decorative landscaping. QuikTrip is committed to providing a high level of architecture design for both the proposed Convenience Store and Fuel Canopy, both structures will be compliant with the City UDO. The proposed landscaping on the QT is consistent with the City UDO and provides new detached sidewalks with tree lawns and a plaza area west of the building.*

4. The proposed use will not change the predominant character of the surrounding area
   - *Response: The zoning for the proposed site and surrounding properties is Mixed Use Corridor. As the Site proposes a convenience store and fuel station, QuikTrip will contribute to the commercial lot by offering high quality to-go food, sidewalks/paths and outdoor seating areas around the building. The other stores within the lot are commercial, selling a variety of products for consumption. Additionally, the existing store that QuikTrip is redeveloping is a restaurant; therefore, the proposed Site will not change the predominant character of the area and surrounding stores.*

5. The City's existing infrastructure and public improvements, including but not limited to its street, trail, and sidewalk systems, have adequate capacity to serve the proposed development, and any burdens on those systems have been mitigated to the degree practicable
   - *Response: The proposed development will create an accessible path along both Parker Road as well as Havana Street, including accessible ramps connecting pedestrians to surrounding commercial stores as well as the existing bus stop that will see improvements through this development.*

6. The application demonstrates that the proposed use will not create significant dislocations of tenants or occupants of the property, or that any impacts are outweighed by other public benefits or progress toward other Comprehensive Plan goals that would be achieved by approval of the application.
   - *Response: The proposed Site has agreements in place with the surrounding uses, agreeing to mitigate any dislocations of tenant, occupants of the property, or decreasing lot visits. This is achieved by not closing off access to the Site during construction. This will aid in the compliance*

with the Comprehensive Plan, allowing the economy to still grow as no store will be temporary closed or experience reduction in trip circulations due to closed access point construction.

7. The application mitigates any adverse impacts on the surrounding area to the degree practicable.
   - *Response: The proposed development mitigates impacts on the surrounding area by working and maintaining contact with the surrounding owners. The Site is a lease on land, so QuikTrip is in consistent contact with the lot's owners and integrates their feedback and concerns into the Site's production and construction. This allows for the development to lessen the impact it has on the surrounding commercial stores to a practical degree, and once complete, contributes to the lot's success by bringing in additional customers and travelers alike through the store's elevated interior, pedestrian outdoor seating, and lot improvements.*

We hope this CUP Criteria Letter aids in your review of the QuikTrip Site Plan submittal. We are excited to work with the City on this project and look forward to delivering a project that the City and this project team are extremely proud of.

If you have any questions or comments during your review, please do not hesitate to contact me at 303-228-2327 or shelby.madrid@kimley-horn.com.

Sincerely,
KIMLEY-HORN AND ASSOCIATES, INC.



Shelby Madrid, PE,

City of Aurora
Planning Commission Case Report

Project Title: QUIKTRIP 4263 - CONDITIONAL USE AND SITE PLAN
Development Application Number: DA-1483-03
Case Numbers: 2000-6044-07, 2000-6044-08
Case Manager: James Schireman
Applicant: QuikTrip Corporation – Shelby Madrid
General Location: S Havana St to the West, S Parker Rd to the Northeast
Ward: IV

Project Summary:
The applicant's agent, Kimley Horn and Associates, on behalf of the QuikTrip Corporation, requests approval of a Site Plan application and Conditional Use permit for a convenience store and fueling station in the triangular shopping center bound by S. Parker Rd. and S. Havana St. The subject property is located entirely within an MU-C zone district and is bordered by adjacent MU-C zoning to the north and south, with a small pocket of MU-OI zoning to the east. A park managed by the City of Denver is located to the West across Havana Street. The proposed Quiktrip is located on a parcel that contains a multi-tenant commercial center, which will remain, while the now closed Sam's Diner restaurant in the Northwest corner will be demolished and replaced with the proposed Quiktrip use. Specifically, the QuikTrip will include an approximately 5,312-square-foot single-story convenience store, and a 9-pump traditional vehicle fueling station with a canopy. The fueling station, convenience store, and associated parking will occupy 1.288 acres of the overall 4.834 Acre site. No separate diesel canopy is proposed.

The proposed convenience store building will be constructed primarily of masonry brick, will include glazing on all elevations, and features accents of aluminum and stucco. Vehicular access to the site will be provided through existing access points off S. Parker Rd. and S Havana St. The proposed site plan design meets all applicable requirements and ensures that all potential negative impacts are mitigated and that the proposed use's size, scale, height, density, and traffic impacts are compatible with existing nearby development.

The fueling station would operate 24 hours a day, 7 days a week. The facility would employ approximately 22 people, with 4 employees working per shift and 3 shifts per day. Due to being located along a primary commuter corridor, the location expects peak visitation during the morning and evening rush-hour, specifically 6am-9am and 4pm-6pm.

Applicant's Requests:
Site Plan and Conditional Use Approval

Neighborhood Comments:
No neighborhood comments were received during the review process. Therefore, no neighborhood meeting was held.

Major Issues Discussed During Development Review:
- **Building Frontage and Site Layout**
- **Pedestrian Accessibility**
- **Vehicle Circulation**
- **Public Safety**
- **Havana St. Placemaking**

Results of Development Review:

Building Frontage and Site Layout
UDO §146-3.3.5.OO.9 describes the use specific standards for Motor Vehicle Fuel Dispensing Stations within the City of Aurora. Regarding building orientation and street frontage this section states: "When site constraints such as easements, floodplains, utilities, or others do not impact building placement, primary buildings shall front the street and fueling area canopies shall be set back behind buildings, and no street frontage buffers for building perimeters shall be required."

This site features a unique constraint in that it is bound by two major arterial streets to the East and West, making almost the entire site visible from the public right of way. In order to accomplish the intent of the section to the maximum extent practicable, staff coordinated with the applicant to identify how the fueling canopy could be sited behind the convenience store.

Ultimately, the convenience store was sited directly along S. Havana St. with the fueling canopy being largely screened from the west and north by the proposed convenience store and existing drive through restaurant, respectively. While the fueling canopy will be visible for a small 200' stretch along S. Parker Rd, staff found the existing multi-tenant building and ski-equipment store will help screen the canopy from the southeast. This approach allowed staff to determine this criterion as satisfied and eliminated the need for an adjustment.

Pedestrian Accessibility
Being located between two major arterial streets, the opportunity to enhance pedestrian connectivity described in §146-4.5.4.D was prioritized during the review process. While a mid-block crossing along the northern property line to connect Havana St. and Parker Rd. was not feasible due to grading requirements and the nearby fuel storage, the applicant plans to provide upgraded pedestrian accessibility to the convenience store and overall shopping center. Along Havana St. the site plan would connect the convenience store entrance with a public amenity space and upgraded detached sidewalk while on the Parker Rd. frontage the proposed plans would further enhance pedestrian access by providing a detached sidewalk and coordinating with RTD to provide an upgraded bus stop.

While frontage improvements help enhance pedestrian accessibility to the site, updates to the site's parking lot promote safe and consistent vehicular circulation, resulting in a safe environment for pedestrians hoping to use the convenience store. Overall, staff found the intent for this section satisfied, especially considering the auto-oriented nature of this use.

Vehicular Circulation
UDO §146-4.2.3.F.3 requires that the internal streets and parking lots within development containing multiple buildings be broken up into smaller internal blocks to prioritize safe vehicular circulation. While the former restaurant located at this site only utilized the northwest corner of the shopping center parking, the proposed fuel station and convenience store use will expand the area to occupy much of the north half of the property. Moreover, the largely auto oriented and short-term stay associated with the proposed use would increase vehicular traffic in the shopping center. Staff worked with the applicant to satisfy the requirements of this section along with landscaping requirements to place capping landscaped islands, resulting in apparent and separate for looking to refuel. The proposed site plan enhances vehicular circulation at the existing site and aims coordinate travel among all users, whether they are refueling, using the convenience store, or looking to shop at one of the surrounding retail uses.

Public Safety
In order to promote a safe environment for the 24 hour fueling station, staff reviewed the photometric plans to ensure the areas surrounding the building and fueling canopy were well lit, while new light poles were placed within parking lot island to help illuminate the parking lot. Extra plantings were also placed along the Havana

Street frontage to create a natural barriers and prevent informal footpaths from appearing behind the storefront and instead encouraging customers to use the well-lit areas in view of the store.

While user safety is paramount for a 24-hour use, the QuikTrip corporation demonstrated full compliance with state fueling safety standards in their environmental responsibility letter included as Exhibit E. By going above state and federal requirements regarding leaks detection, the site promotes public safety at the commercial level.

Havana St. Placemaking
Because this site sits near the southernmost end of the Havana St. Corridor, it acts as an impactful landmark to those leaving or departing the Havana Corridor. Moreover, because this site will receive users from both the Havana St. frontage and internal fueling area, staff applied the primary façade standards to both the east and west building elevations to enhance the overall architecture of the site. The streetscape was enhanced to align with the pedestrian friendly vision for the Havana Corridor by triggering condition of 1 of § 146-2.6.7.B.2, providing curbside landscape area, 10' detached walk, and landscape buffer. In addition, the proposed monument signs fronting along Havana feature the "On Havana" placemaking signage to unify this business with other users along the corridor, per §146-2.6.7.B.6

Summary of Staff Recommendation:
Staff recommends approval of the Site Plan as well as the conditional use proposed with this application.

Detailed Case Analysis

Public Notification: Legal notice appeared in the Aurora Sentinel on January 30th, 2025. The applicant has submitted certificates of mailing and public hearing notices to adjacent property owners, as well as pictures of the notice of public hearing sign posting.

Community Referrals: Referrals were provided to the following (15) registered neighborhood organizations within one mile of the project: TELEPGRAPH HILL II CONDOES, LITTLE TURTLE, RODEO DRIVE HOA, DAM EAST HOA, CHEROKEE I HOA, INNSBRUCK TH ASSOC, EASTRIDGE CIVIC ASSOCATION, PTARMIGAN PARK HOA, THE SHORES HOA, BERKSHIRE VILLAGE HOA, PEORIA PARK CIVIC ASSN, RAINTREE EAST, CLEAN, DAM WEST HOMEOWNERS ASSOCIATION, VILLAGE EAST NEIGHBORHOOD ASSOCIATION.

Conformance with Code Criteria:

1. Conditional Use Criteria
Per Section 146-5.4.3.A.3. the Conditional Use shall be approved, approved with conditions, or denied based on the following criteria:
(a) The application complies with the applicable standards in this UDO, other adopted City regulations (including but not limited to any use-specific standards for the proposed conditional use in Section 146-3.3), any approved Master Plan that includes the property, and any conditions specifically applied to development of the property by the Planning and Zoning Commission or City Council in a prior decision affecting the property. (b) The application is consistent with the Comprehensive Plan. (c) The size, scale, height, density, multi-modal traffic impacts, and hours of operation of the proposed use are compatible with existing and planned uses in the surrounding area. (d) The proposed use will not change the predominant character of the surrounding area. (e) The City's existing infrastructure and public improvements, including but not limited to its street, trail, and sidewalk systems, have adequate capacity to serve the proposed development, and any burdens on those systems have been mitigated to the degree practicable. (f) The application demonstrates that the proposed use will not create significant dislocations of tenants or occupants of the property, or

that any impacts are outweighed by other public benefits or progress toward other Comprehensive Plan goals that would be achieved by approval of the application. (g) The application mitigates any adverse impacts on the surrounding area to the degree practicable.

The Conditional Use complies with the code criteria regarding adherence to applicable City Code and mitigation of ext. Therefore, the application as proposed:

- Complies with the standards of the UDO;
- Is consistent with the goals of the Commercial Hub Comprehensive Plan placetype;
- Is compatible with the surrounding development;
- Mitigates negative external effects on nearby uses; and
- Will not change the predominant character of the area.

2. Site Plan Criteria

Per Section 146-5.4.3.B.2. the Site Plan shall be approved, approved with conditions, or denied based on the following criteria:
(a) The application complies with the applicable standards in this UDO, other adopted City regulations, any approved Master Plan that includes the property, and any conditions specifically applied to development of the property by the Planning and Zoning Commission or City Council in a prior decision affecting the property. (b) The City's existing infrastructure and public improvements, including but not limited to its water, wastewater, street, trail, and sidewalk systems, have adequate capacity to serve the proposed development, and any burdens on those systems have been mitigated to the degree practicable. (c) Major Site Plans shall be designed to preserve and protect natural areas, ridgelines, swales, natural landforms, water quality and wildlife habitat of riparian corridors, wetlands, and floodplains affected by the proposed development and to integrate those areas into site design where practicable. (d) The application will improve or expand multi-modal connections with adjacent sites, neighborhoods, and urban centers. (e) The application is compatible with surrounding uses in terms of size, scale and building façade materials. (f) The application mitigates any adverse impacts on the surrounding area to the degree practicable.

The Site Plan complies with the code criteria regarding design, circulation, landscaping, building architecture, and compatibility. Therefore, the application as proposed:

- Complies with the standards of the UDO:
- Is compatible with the surrounding development;
- Provides for high quality four-sided architecture;
- Mitigates negative external effects on nearby uses; and
- Establishes adequate vehicular and pedestrian circulation and connectivity.

Applicant Information:

Applicant: Kimley Horn and Associates
Owner: QuikTrip Corporation
Project Manager: Jessica Glavas & Shelby Madrid

Exhibits:

Exhibit A - Vicinity Map
Exhibit B - Letter of Introduction
Exhibit C - Site Plan
Exhibit D - Response to Conditional Use Criterion
Exhibit E – Environmental Responsibility Letter

Project Statistics:

Land Use Analysis

Item	Existing	Permitted or Required	Proposed
Zoning	MU-C (Mixed-Use Corridor)	N/A	No Change
Land Use	Restaurant	Proposed Use Permitted with Conditional Use Approval	Motor Vehicle Fuel Dispensing Station and Convenience Store
Parcel Size	4.834 acres	N/A	1.288 acres improved
% Hard Surface Area	N/A	N/A	70%
% Landscape Area	N/A	N/A	31%
% Building Coverage	N/A	N/A	24%
Building Height	N/A	75 feet	22.5’ feet
Total Sign Area	N/A	Per City Code	184.5’ sf
Number of On-Site Parking Spaces	N/A	22 Traditional Vehicle Stalls 2 Accessible Stalls	32 Traditional Vehicle Stalls 2 Accessible Stalls

Surrounding Properties

Direction	Zoning	Actual Use
North	MU-C (Mixed-Use Corridor)	Drive-through Restaurant (Burger King)
East 1	MU-OI (Mixed-Use Office & Institutional)	Offices (Havana Parker Office Center)
East 2	MU-C (Mixed-Use Corridor)	Multi-Tenant Retail Building
South	MU-C (Mixed-Use Corridor)	Multi-Tenant Retail and Epic Mtn Gear
West	City of Denver OS-A (Open Space Public Parks)	Babi Yar Park

Staff Recommendation:

Agenda Item 8a: Conditional Use
Recommend approval of the Conditional Use because the proposal complies with the criteria in Section 146-5.4.3.A.3. for the following reasons:

- Complies with the standards of the UDO;
- Is consistent with the goals of the Commercial Hub Comprehensive Plan placetype;
- Is compatible with the surrounding development;
- Mitigates negative external effects on nearby uses; and
- Will not change the predominant character of the area.

Agenda Item 8b: Site Plan
Approve Site Plan because the proposal complies with the requirements of Code Section 146-5.4.3.B.2 of the Unified Development Ordinance for the following reasons:

- Complies with the standards of the UDO:
- Is compatible with the surrounding development;
- Provides for high quality four-sided architecture;
- Mitigates negative external effects on nearby uses; and
- Establishes adequate vehicular and pedestrian circulation and connectivity.

Approval to be subject to the following condition:

1. Resolution of outstanding technical issues prior to recordation of the site plan and issuance of any building permits.

Planning and Zoning Commission

Planning and Business Development Department

Planning and Zoning Commission
City of Aurora

THE REGULAR MEETING WILL START AT 6:10 PM

TO SPEAK ON AN AGENDA ITEM PLEASE SIGN UP:

- Please use this QR code to complete the Speaker Sign-Up Form:
- If you have already completed the form, no further action is necessary.

For more information: https://auroragov.org/PC
OR search for “City of Aurora Planning Commission” on your web browser.

Please make sure your home or computer microphone is on mute, unless you are speaking. The Planning and Zoning Commission meeting is a quasi-judicial hearing. There is no swearing-in of those who will give testimony, but it is presumed that all parties are telling the truth. When addressing the commission, please state your name and address for the record.

For each agenda item, there will be an initial presentation by city staff. Afterward, commissioners may ask questions of staff. Discussion of agenda items, by Commissioners, will be conducted only following a motion and a second.



Following the staff presentation, the applicant, or their representative, may choose to make a presentation, or answer questions. The applicant will have 10 minutes for their presentation. Commissioners may ask questions.

Members of the public, that have signed up to speak, will each have 3 minutes to speak on the agenda item during this public comment period. It is asked that only new information be presented; the same arguments should not be repeated. Commissioners may ask questions of the public, following their comments. After public comments, the applicant will have 5 minutes to address public comments. Commissioners may ask questions of the applicant.



The chair will ensure all commissioners have no further questions of the applicant or staff. The chair will then call for the question. After a motion has been made and seconded, the commissioners will then discuss the case amongst themselves.

After the discussion, the chair will call the question. Commissioners are finders of fact and will vote based on their evaluation of the evidence presented, as compared to Code Section 146.



All rulings by the Planning Commission are normally final. Exceptions are zoning map amendments, zoning code amendments, and comprehensive plan amendments that need City Council approval. Decisions by the Commission can be appealed to City Council by presenting a written appeal to the City Manager within ten calendar days of the public hearing. City Council also has the discretion to call up any case whether an appeal has been made.

Notices for this virtual meeting were published, posted to the city website, and the development projects were posted with signs on the properties. Notices were also mailed to adjacent landowners per city requirements.



AGENDA

Regular Meeting of the Planning and Zoning Commission

February 12, 2025, 5:00 pm
VIRTUAL MEETING

1. **Study Session - Planning and Zoning Commission 5:00 p.m. - No Study Session Scheduled**
2. **Regular Meeting - Call to Order 6:10 p.m.**
3. **Roll Call**
4. **Pledge of Allegiance**
5. **Approval of the Planning Commission Minutes**
   - 5.a **Draft January 22, 2025 Planning and Zoning Commission Minutes**
6. **Adoption of Agenda**
7. **Consent Agenda**
8. **General Business**
   - 8.a **QuikTrip 4263 - Conditional Use - Project Number 1810914 - Ward IV**

     CASE MANAGER: James Schireman APPLICANT: QuikTrip Corporation
     Development Application: DA-1483-03 Case Number(s): 2000-6044-08
     General Location: S Havana Street to the west, S Parker Road to the northeast
   - 8.b **QuikTrip 4263 - Site Plan - Project Number 1810914 - Ward IV**

     CASE MANAGER: James Schireman APPLICANT: QuikTrip Corporation
     Development Application: DA-1483-03 Case Number(s): 2000-6044-07
     General Location: S Havana Street to the west, S Parker Road to the northeast
9. **Public Invited to be Heard (non-agenda related issues)**
10. **Commissioner Comments/Miscellaneous Items of Business**
11. **Reports**
    - 11.a **Report by Planning Division Manager**
    - 11.b **Report by City Attorney**
12. **Adjournment**

Project Name: Quiktrip 4263

Project No: DA-1483-03
Public Hearing
Aurora Planning & Zoning Commission
February 12, 2025

Request

- Site Plan and Conditional Use Approval for a vehicle fueling station and convenience store in the MU-C district.

- Applicant: Kimley Horn & Associates
- Owner: Quiktrip
- Current Zoning: Mixed-Use Corridor (MU-C)

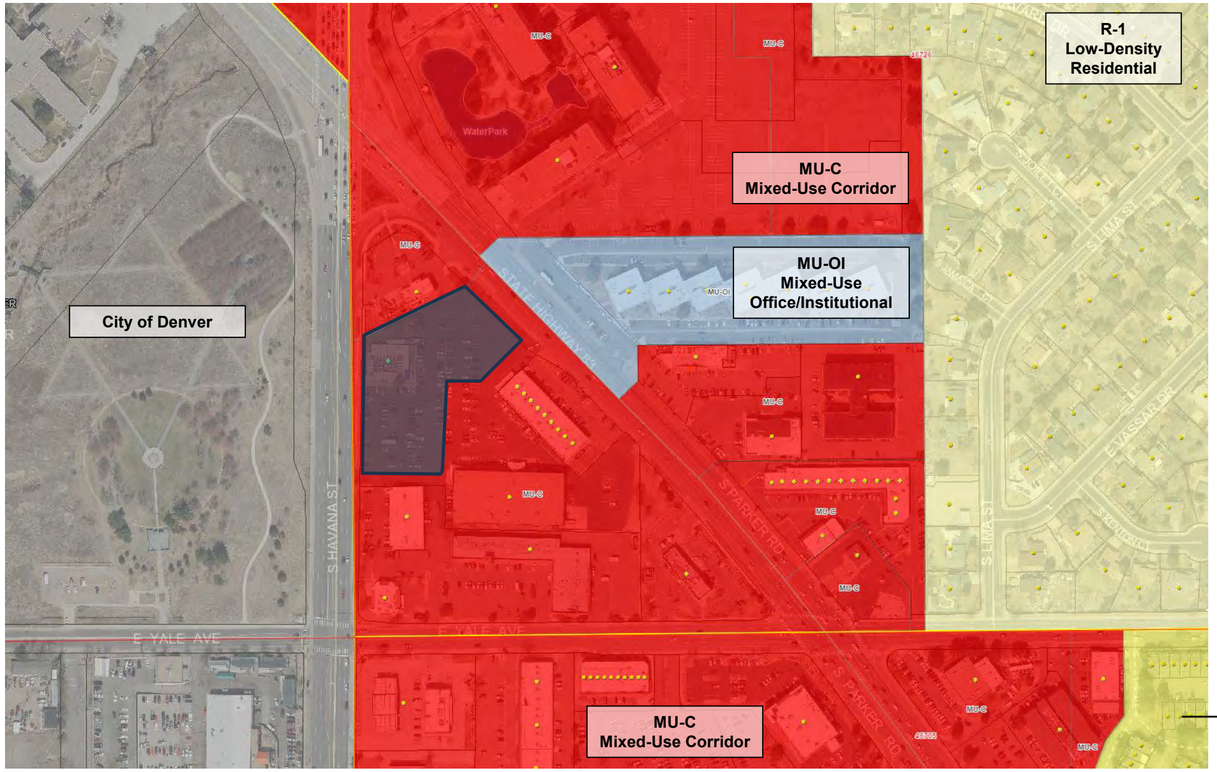
Vicinity Map



Aerial Map



Zoning Map


City of Denver
MU-C
Mixed-Use Corridor
MU-OI
Mixed-Use
Office/Institutional
R-1
Low-Density
Residential
MU-C
Mixed-Use Corridor
R-2
Medium-
Density
Residential
S HAVANA ST
E YALE AVE
S PARKER RD
S LIMA ST
E VASSAR DR
WaterPark

Site Photo – East Facing View



Site Photo –North Facing View



Site Photo – South Facing View



Site Photo – West Facing View



Community Response

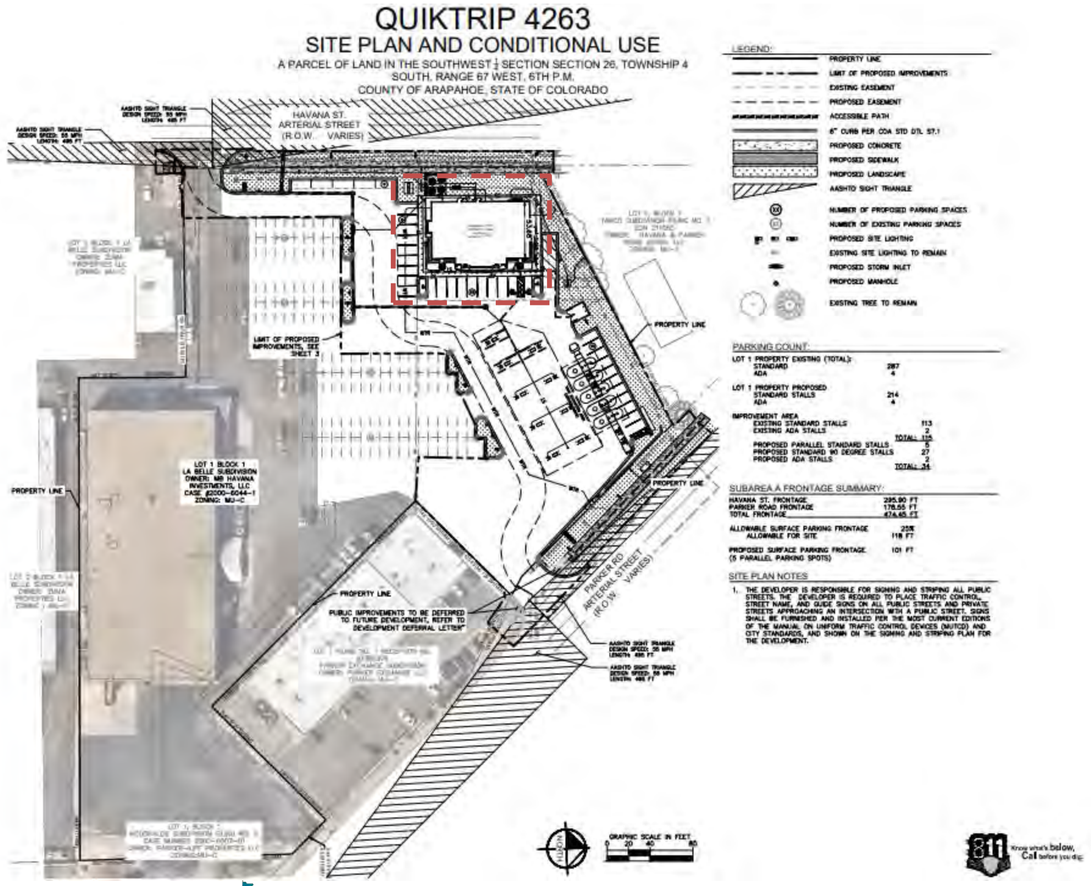
7 adjacent property owners and 15 registered neighborhood organizations were notified.

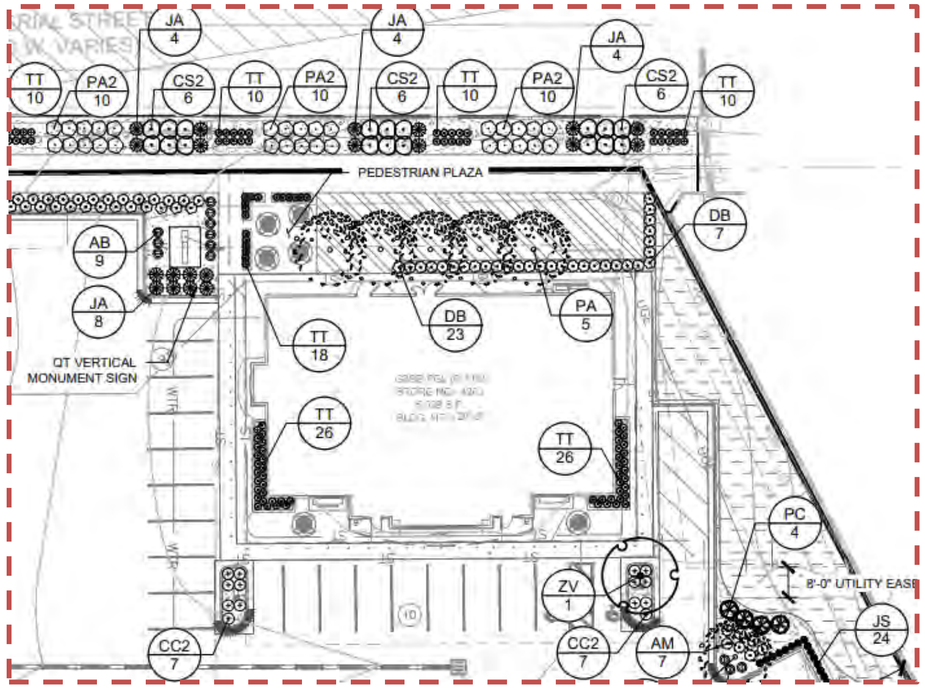
A neighborhood meeting was not held.

Notice of Hearing Boards and Mailings were posted and sent.

A comment from an HOA rep was received yesterday. The Case Planner responded to the nearby HOA rep. No comments were received during review.

Site Plan

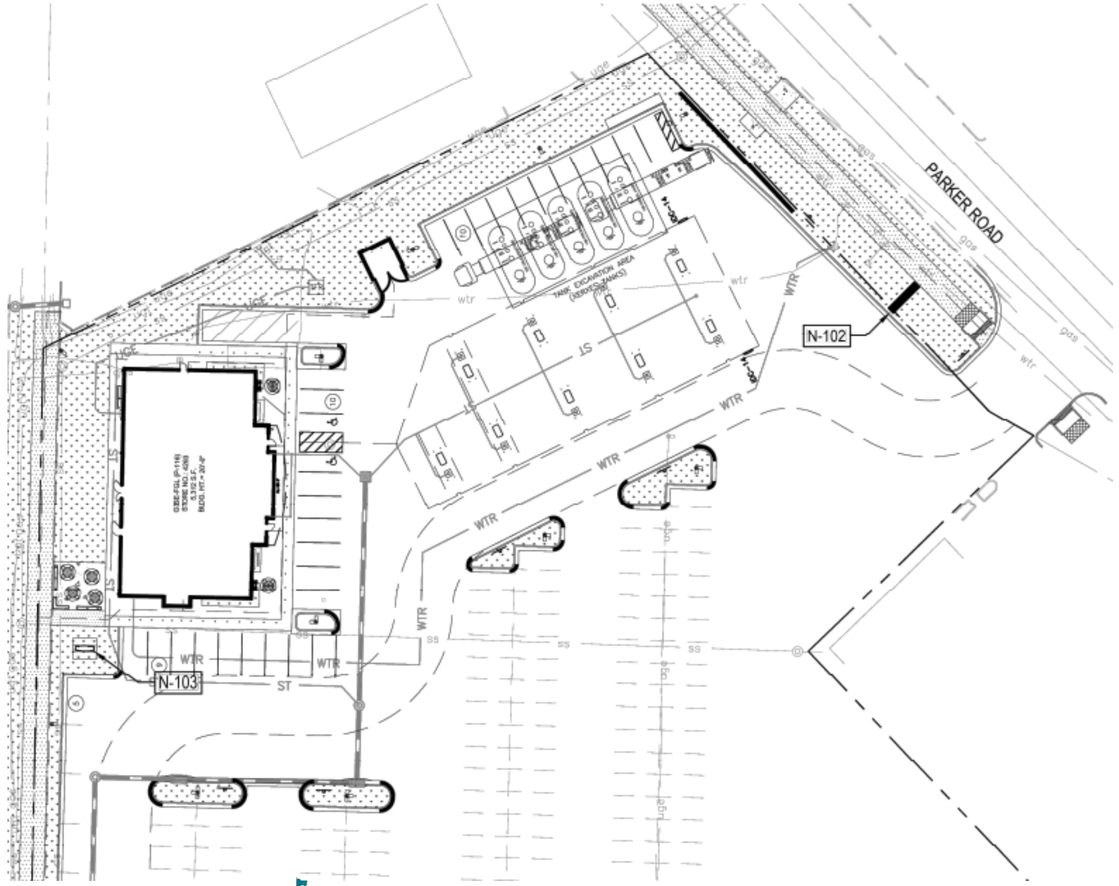

QUIKTRIP 4263
SITE PLAN AND CONDITIONAL USE
A PARCEL OF LAND IN THE SOUTHWEST ¼ SECTION SECTION 26, TOWNSHIP 4 SOUTH, RANGE 67 WEST, 6TH P.M.
COUNTY OF ARAPAHOE, STATE OF COLORADO
HAVANA ST.
ARTERIAL STREET
(R.O.W. VARIES)
PARKER RD
ARTERIAL STREET
(R.O.W. VARIES)
LIMIT OF PROPOSED IMPROVEMENTS, SEE SHEET 2
PROPERTY LINE
PUBLIC IMPROVEMENTS TO BE DEFERRED TO FUTURE DEVELOPMENT, REFER TO DEVELOPMENT DEFERRAL LETTER
LEGEND:
PROPERTY LINE
LIMIT OF PROPOSED IMPROVEMENTS
EXISTING EASEMENT
PROPOSED EASEMENT
ACCESSIBLE PATH
6" CURB PER COA STD D7L ST.1
PROPOSED CONCRETE
PROPOSED SIDEWALK
PROPOSED LANDSCAPE
AASHTO SIGHT TRIANGLE
NUMBER OF PROPOSED PARKING SPACES
NUMBER OF EXISTING PARKING SPACES
PROPOSED SITE LIGHTING
EXISTING SITE LIGHTING TO REMAIN
PROPOSED STORM INLET
PROPOSED MANHOLE
EXISTING TREE TO REMAIN
PARKING COUNT:
SUBAREA A FRONTAGE SUMMARY:
SITE PLAN NOTES
1. THE DEVELOPER IS RESPONSIBLE FOR SIGNING AND STRIPING ALL PUBLIC STREETS. THE DEVELOPER IS REQUIRED TO PLACE TRAFFIC CONTROL, STREET NAME, AND GUIDE SIGNS ON ALL PUBLIC STREETS AND PRIVATE STREETS APPROACHING AN INTERSECTION WITH A PUBLIC STREET. SIGNS SHALL BE FURNISHED AND INSTALLED PER THE MOST CURRENT EDITIONS OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) AND CITY STANDARDS, AND SHOWN ON THE SIGNING AND STRIPING PLAN FOR THE DEVELOPMENT.
GRAPHIC SCALE IN FEET
811 Know what's below. Call before you dig.


PEDESTRIAN PLAZA
QT VERTICAL MONUMENT SIGN
8'-0" UTILITY EASE
JA 4
TT 10
PA2 10
CS2 6
DB 7
AB 9
JA 8
TT 18
DB 23
PA 5
TT 26
TT 26
PC 4
ZV 1
CC2 7
CC2 7
AM 7
JS 24

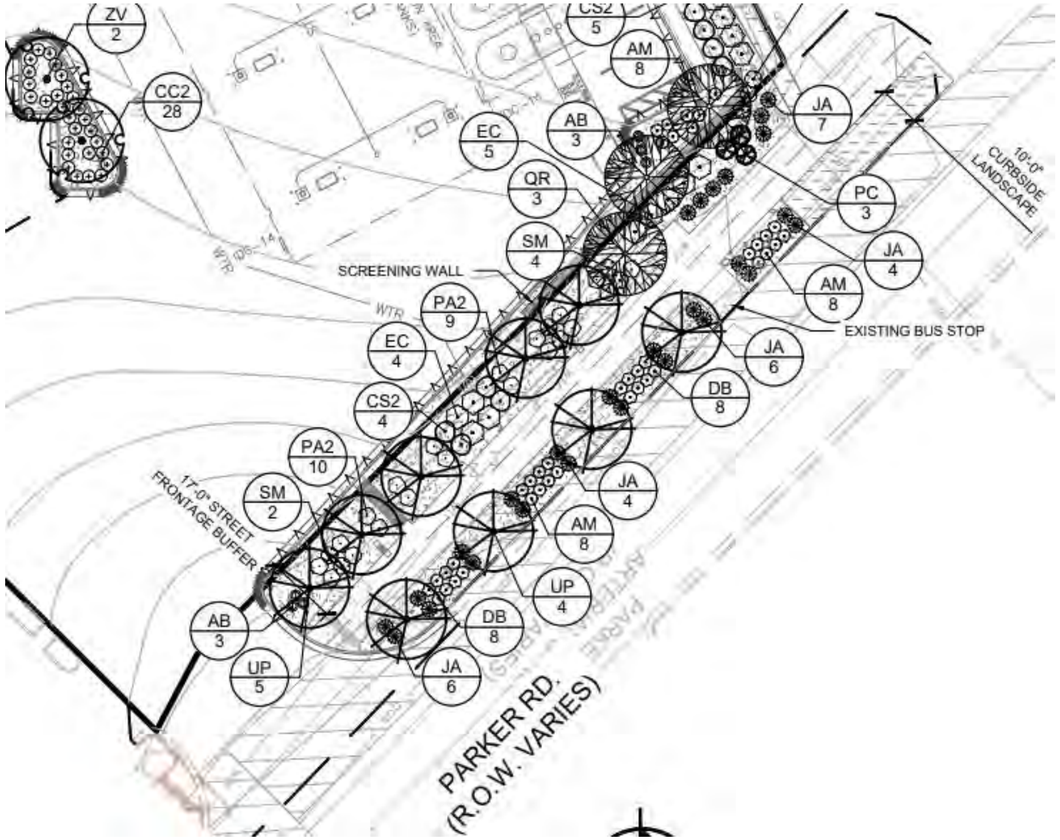
Issues Resolved

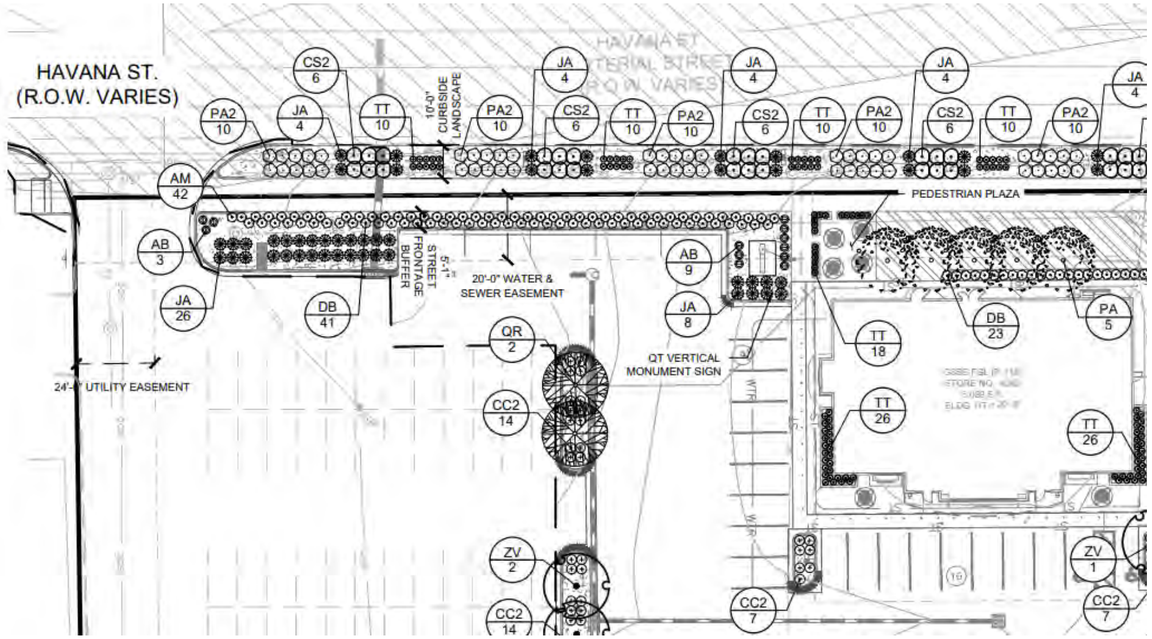
- Building Frontage and Site Layout
- Pedestrian Accessibility
- Vehicle Circulation
- Public Safety
- Havana St. Placemaking

Building Frontage and Site Layout

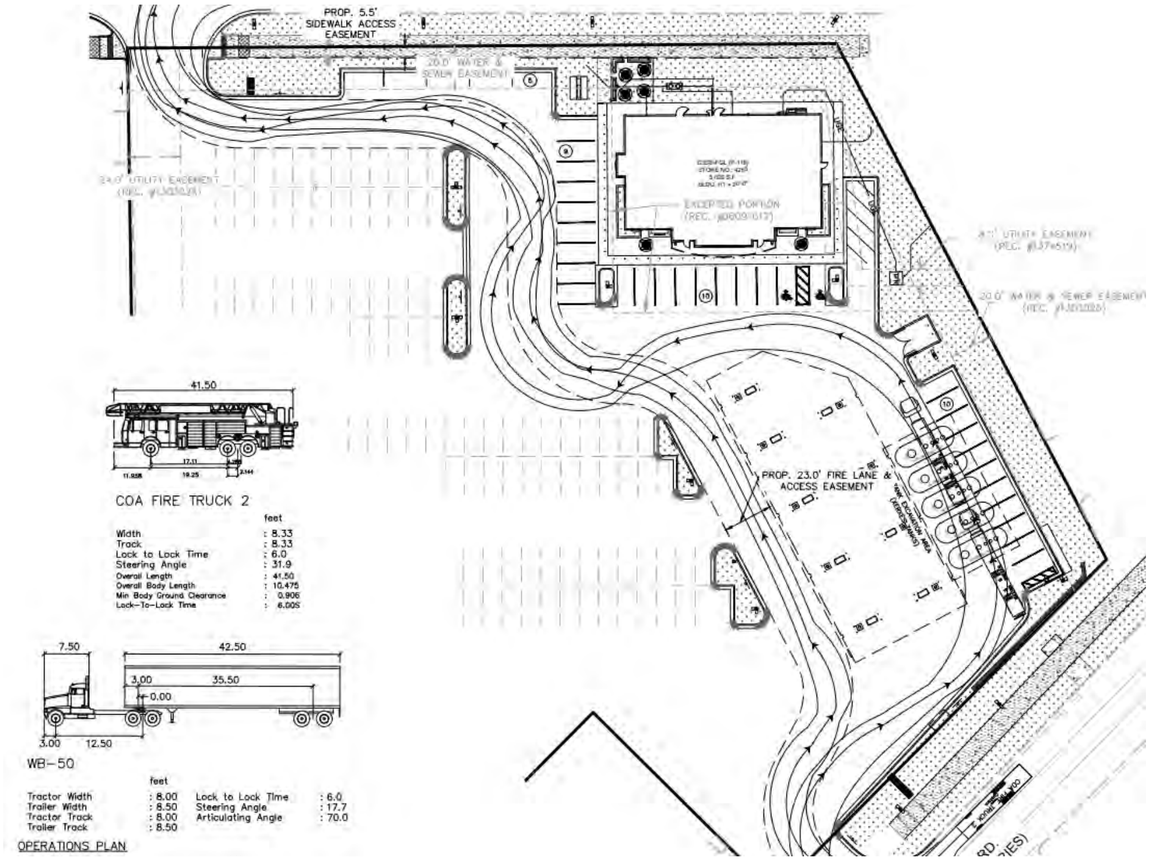


Pedestrian Accessibility

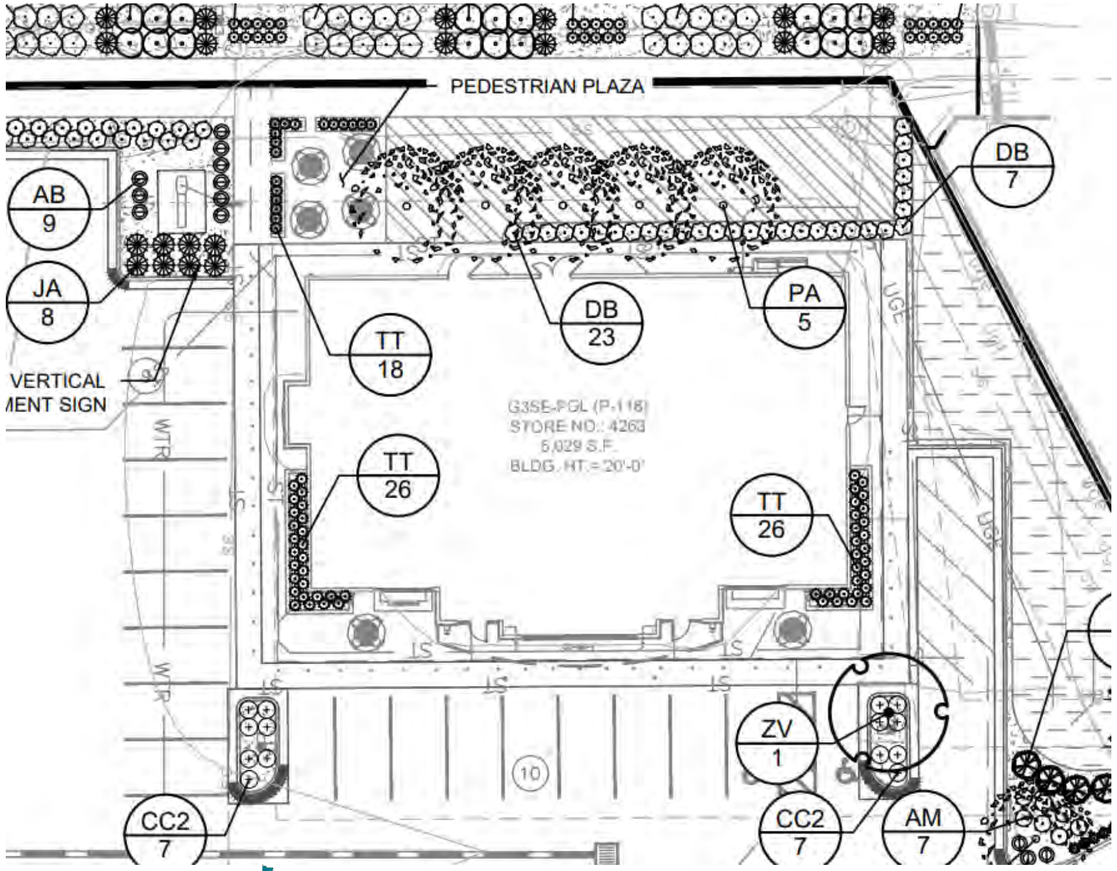




Vehicle Circulation

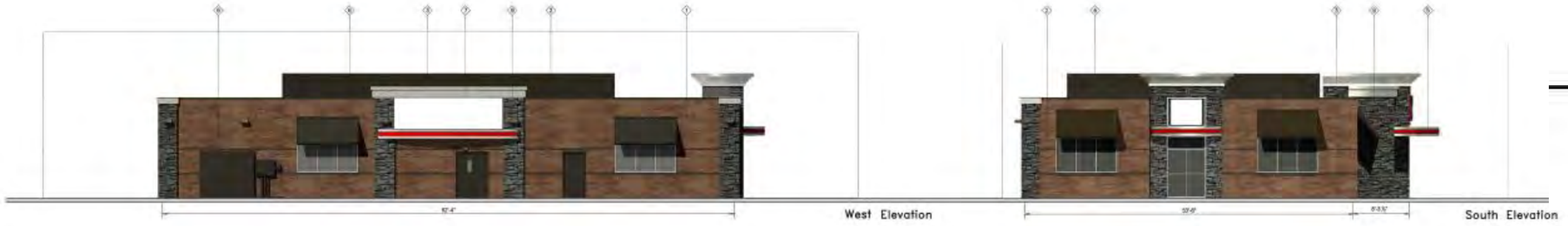


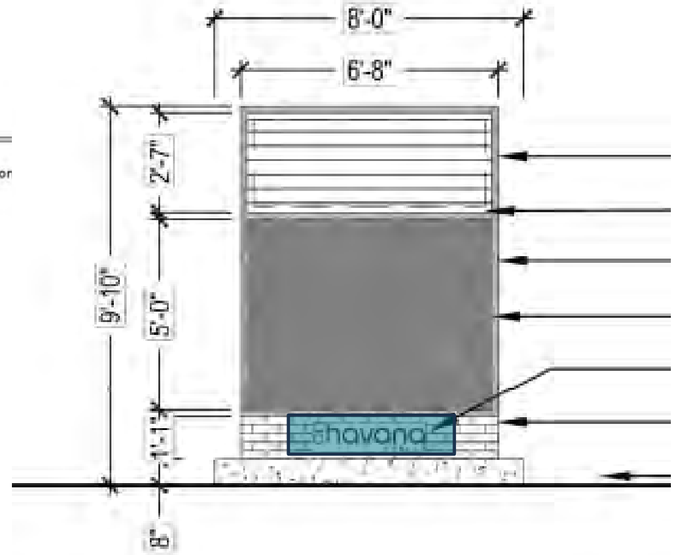
Public Safety



Havana St. Placemaking







Conditional Use Approval Criteria

In compliance with the City of Aurora Zoning Code, Sec. 5.4.3.A.3, Conditional Use:

- The conditional use complies with the applicable standards of the UDO;
- The application is consistent with the Comprehensive Plan “Commercial Hub” Placetype;
- The application is compatible with adjacent and nearby development;
- Mitigates negative external effects on nearby uses; and
- Will not change the predominant character of the area.

Site Plan Approval Criteria

In compliance with the City of Aurora Zoning Code, Sec. 146-5.4.3.2.B.c, Site Plan:

- The site plan complies with the applicable standards of the UDO and the Aurora Places Comprehensive Plan;
- The application is compatible with adjacent and nearby development;
- The application provides for high quality four-sided building architecture;
- The proposal mitigates negative external effects on nearby uses and;
- Establishes adequate vehicle and pedestrian circulation and connectivity

Staff Findings

Agenda Item 8a

City of Aurora UDO, Section 146-5.4.3.A.3, Conditional Use

- Recommend Approval

Agenda Item 8b

City of Aurora UDO, Section 146-5.4.3.B.2.c, Site Plan

- Recommend Approval with conditions
- Condition #1: Resolution of all outstanding technical issues prior to recordation of the Site Plan and issuance of any building permits.

Planning and Zoning Commission
February 12, 2025

Commissioners Present	**Garrett Walls** **Becky Hogan** **Robert Gaiser** **Sonda Banka** **Gayle Jetchick** **Melvin Bush**
Commissioners Absent	**Robert Roth**

Commissioner Roth left the meeting at 6:14 pm.

1. **Study Session – 5:00 p.m. – No Study Session Scheduled**

2. **Regular Meeting – Call to Order 6:10 p.m.**

3. **Roll Call**

4. **Pledge of Allegiance**
   Not Conducted Due to Virtual Meeting

5. **Approval of the Planning Commission Minutes**
   5.a. January 22, 2025, Draft Minutes
   A MOTION WAS MADE BY CHAIRMAN WALLS AND SECONDED BY COMMISSIONER JETCHICK TO APPROVE THE MINUTES AS SUBMITTED.

   MINUTES APPROVED UNANIMOUSLY.

6. **Adoption of Agenda**
   A MOTION WAS MADE BY CHAIRMAN WALLS AND SECONDED BY COMMISSIONER HOGAN.

   MOVE TO APPROVE THE DRAFT AGENDA AS THE PERMANENT AGENDA. AGENDA ITEMS 8ab WILL BE HEARD AT THIS MEETING ALL OTHER AGENDA ITEMS HAVE EITHER BEEN WITHDRAWN, ARE INACTIVE, OR ARE BEING CONTINUED TO A LATER DATE.

   MOTION PASSED UNANIMOUSLY.

7. **Consent Agenda**
   Not Conducted Due to Lack of Items.

8. General Business

8ab. QUICKTRIP 4263 – CONDITIONAL USE FOR CONVENIENCE STORE AND MOTOR VEHICLE FUELING IN MU-C ZONE DISTRICT AND SITE PLAN

The applicant's agent, Kimley-Horn, and Associates, on behalf of the QuikTrip Corporation, requests approval of a Site Plan application and Conditional Use permit for a convenience store and fueling station in the triangular shopping center bound by S. Parker Road and S. Havana Street. The subject property is located entirely within a Mixed-Use Corridor (MU-C) zone district. It is bordered by adjacent MU-C zoning to the north and south, with a small pocket of Mixed-Use Office/Industrial (MU-OI) zoning to the east. A park managed by the City of Denver is located to the West across Havana Street. The proposed QuikTrip is situated on a parcel that contains a multi-tenant commercial center, which will remain, while the now-closed Sam's Diner restaurant on the northwest corner will be demolished and replaced with the proposed QuikTrip use. Specifically, the QuikTrip will include an approximately 5,312-square-foot single-story convenience store and a nine-pump traditional vehicle fueling station with a canopy. The fueling station, convenience store, and associated parking will occupy 1.288 acres of the overall 4.834-acre site. No separate diesel canopy is proposed.

The proposed convenience store building will be constructed primarily of masonry brick, will include glazing on all elevations, and will feature accents of aluminum and stucco. Vehicular access to the site will be provided through existing access points off S. Parker Rd. and S Havana St. The proposed site plan design meets all applicable requirements and ensures that all potential negative impacts are mitigated and that the proposed use's size, scale, height, density, and traffic impacts are compatible with existing nearby development.

The fueling station would operate 24 hours a day, seven days a week. The facility would employ approximately 22 people, with four employees working per shift and three shifts per day. Due to being located along a primary commuter corridor, the location expects peak visitation during the morning and evening rush hour, specifically 6am-9am and 4pm-6pm.

Seven (7) abutting property owners and fifteen (15) registered neighborhood organizations were notified of the application. No comments were received during the review process. Therefore, no neighborhood meeting was held.

Testimony Given at the Hearing:

Commissioners Walls, Jetchick, Hogan, Banka, and Bush visited the site.

James Schireman, Case Manager, gave a presentation of the item, including the staff recommendation of approval.

Chair Walls commented on the Blue Sheet Amendment provided to the commission by staff. Chair Walls asked staff about the status of the third round review of comments, specifically, if the site plan submitted in the staff report reflects the applicants' response to those review comments.

J. Schireman clarified that the most recent site plan was submitted. Outstanding comments from the third round of review are to be addressed at the technical review stage by the applicant.

Jessica Glavas, QuikTrip Corporation, representing the applicant, gave a presentation of the item. J. Glavas provided information on the history of QuikTrip and its expansion throughout the country. J. Glavas also noted that the QuikTrip model is to donate 5% of net profits to organizations in the community.

Shelby Madrid, Kimley-Horn & Associates, agent representing the applicant, gave a presentation of the item. S Madrid reviewed the conditional use request for a fueling station in the Mixed-Use Corridor (MU-C) zone district. Information on the compatibility of the project with the surrounding uses and businesses was reviewed. Access points to the site were detailed as were building elevations and design plans proposed. S. Madrid noted that the existing building was planned to be demolished, causing no displacement of tenants.

Commissioner Hogan voiced concern that the introduction of a QuikTrip may negatively impact the business of other smaller fueling stations in the area.

J. Glavas replied that QuikTrip feels they may galvanize surrounding businesses through the increased competition. J. Glavas stated that should neighboring fuel stations be unable to adjust to the increased competition this may bring an opportunity for new businesses in those locations.

Commissioner Hogan commented that the majority of the neighboring fueling stations are new locations.

Commissioner Hogan stated that the signature block on the site plan submitted to the commission should read Arapahoe County not Adams. J. Glavas stated this would be corrected.

Commissioner Jetchick asked if the Havana Business Improvement District, HBID, would be worked with on their events to encourage business in the area. J. Glavas responded that they were happy to work with the district.

Chair Walls expressed concerns about the topography of the site and the placement of fuel storage on top of a hill. S. Madrid replied with details on mitigation measures available to prevent fuel spills and contamination into downstream water sources.

Chair Walls stated that 11 fuel stations are within one mile of the site. Chair Walls also stated there is a lack of electronic vehicle (EV) infrastructure in the area, and, there appears to be no EV proposed in the applicants' plan. J. Glavas replied that they feel their project would provide the best fueling station offering in the area.

There were no further questions from the commission for staff or the applicant.

Stephanie Hancock, City of Aurora Councilmember, speaking as a citizen, provided public comment on the item. S. Hancock stated she did not receive notice regarding this application and expressed concerns about this. S. Hancock spoke in opposition to the project and stressed there is an oversaturation of fueling stations in the area. S. Hancock also expressed concerns that the proposed QuikTrip may negatively impact the existing fuel stations due to business competition and may also exacerbate traffic issues at the site.

Commissioner Banka asked staff, and the applicant if any of the neighboring gas stations are driven out of business by the QuikTrip what will happen to the land on which it was located. Questions were posed on whether future fueling stations could be at those locations and when that would be safely allowed.

Chair Walls noted that staff and the applicant may respond to questions at the end of the public comment period.

Chance Horiuchi, Executive Director of Havana Business Improvement District (HBID), a citizen, provided public comment on the item. C. Horiuchi stated that constituents of HDIB have voiced opposition to the proposal. Concerns regarding oversaturation of gas stations in the area were expressed and a lack of EV charging options in the area. C. Horiuchi stated that restaurant businesses have expressed interest in the former Sams 3 site, which would be impacted due to the proposal to demolish the building for the fueling station. C. Horiuchi invited the applicant to work with HBID to address concerns.

Sherri Reiss, a citizen, provided public comment on the item. S. Reiss opposed the project, noting that there are already many existing fuel stations in the area and that the site may be of better use to the community by offering residents family-friendly businesses.

Arnie Schultz, Village East Neighborhood Association, a citizen, provided public comment on the item reiterating concerns about the number of gas stations already in the area and how a QuikTrip may hurt those businesses due to the competition.

Jessica Glavas, QuikTrip Corporation, responded to public comments and commissioner questions. J. Glavas expressed support for working with surrounding businesses and residents regarding the proposal. J. Glavas also spoke on concerns that increased competition may harm the surrounding businesses stressing that if a fueling station were to go out of business the property could be reused as these are highly desirable locations. Information was provided on policy for environmental remediation that would take place at any shuttered fueling station sites. Information was provided on additional offerings with QuikTrip, like full-service kitchens, that set them apart from traditional fueling stations, and noted that QuikTrip is open to discussions of offering EV charging if the community desires it.

Planning Commission Results

AGENDA ITEM 8a – CONDITIONAL USE FOR A FUELING STATION IN MU-C

A MOTION WAS MADE BY COMMISSIONER BUSH AND SECONDED BY COMMISSIONER GAISER.

MOVE TO APPROVE THE CONDITIONAL USE FOR A CONVENIENCE STORE AND FUELING STATION IN THE MIXED-USE CORRIDOR (MU-C) ZONE DISTRICT BECAUSE THE PROPOSAL COMPLIES WITH THE CRITERIA IN SECTION 146-5.4.3.A.3. OF THE UNIFIED DEVELOPMENT ORDINANCE FOR THE FOLLOWING REASONS:

1. COMPLIES WITH THE STANDARDS OF THE UDO;
2. IS CONSISTENT WITH THE GOALS OF THE COMMERCIAL HUB COMPREHENSIVE PLAN PLACETYPE;
3. IS COMPATIBLE WITH THE SURROUNDING DEVELOPMENT;
4. MITIGATES NEGATIVE EXTERNAL EFFECTS ON NEARBY USES; AND
5. WILL NOT CHANGE THE PREDOMINANT CHARACTER OF THE AREA.

Further Discussion:
Commissioner Jetchick stated concerns that an activity center is intended for the area and noted that the proposal is likely a lease and would not support the motion.

Commissioner Bush stated that insurance coverage is required to address environmental contamination concerns should neighboring fueling stations be closed.

Chair Walls commented that the concerns expressed have largely been regarding the time frame in which a shuttered fueling site may remain vacant while the remediation occurs.

Commissioner Gaiser also stated that state financing can be available to help with environmental remediation.

Commissioner Hogan voiced opposition to the proposal, despite support for the business model, due to its use at the proposed location. Commissioner Hogan also encouraged the applicant to work further with the Havana Business Improvement District, HBID.

Chair Walls recused themselves from the decision due to their current involvement with HBID. Chair Walls voiced opposition to the item because of concerns for compatibility with existing uses and potential adverse impacts with the introduction of another fueling station in the area.

Commissioner Jetchick noted a historical involvement with HBID, but having retired five years prior, had no perceived conflicts in deciding on the item.

MOTION FAILED WITH COMMISSIONER'S WALLS, HOGAN, BANKA, GAISER, AND JETCHICK DENYING, AND BUSH APPROVING.

AGENDA ITEM 8b – SITE PLAN

DUE TO THE DENIAL OF THE CONDITIONAL USE, THE SITE PLAN WAS ALSO CONSIDERED DENIED BY EXTENSION AND THEREFOR A MOOT POINT. NO FURTHER DISCUSSION WAS HELD.

9. Public Invited to be Heard
There was no public comment.

10. Commissioner Comments/Miscellaneous Items of Business
Chair Walls spoke about the attendance record of Commissioner Roth, who has been absent for 43% of meetings and proposed that the commission make a recommendation to the City Council for the removal of Commissioner Roth. Chair Walls encouraged comments from fellow commissioners regarding the issue of attendance and this proposal.

Commissioner Gaiser spoke about the necessity of attending meetings reflecting on the experience as a council member for the City and County of Broomfield as well as a member of many commissions.

Commissioner Hogan echoed Commissioner Gaiser's concerns and stated that an active participant in the commission is necessary. Commissioner Hogan noted that the attendance record of Commissioner Roth has been unusual.

A MOTION WAS MADE BY CHAIR WALLS AND SECONDED BY COMMISSIONER HOGAN TO RECOMMEND TO THE CITY COUNCIL THE REMOVAL OF COMMISSIONER ROTH FROM THE PLANNING AND ZONING COMMISSION.

MOTION PASSED UNANIMOUSLY

Commissioner Banka requested a copy of the PowerPoint presentation from the February Policy and Economic Development (PED) Committee meeting.

Jeannine Rustad, Planning Director, provided information on the online publishing of materials for the PED but also stated that staff would share the requested materials with the commissioner.

11. Reports

10a. Report by Planning Division Manager

Brandon Cammarata, Panning Division Manager, reviewed the Administrative Decisions made over the past two weeks. Projects include Chico 4-65 26-25 North and Blue Eagle Logistics Park.

Chair Walls asked for clarification on the policies regarding noticing metro districts for development applications. B. Cammarata responded that it is not within the scope of the code to provide notice to metro districts.

Commissioner Hogan asked for additional information regarding why or how a district would be noticed. B. Cammarata indicated that within the current apparatus, it would be recommended for a district, such as HBID, to register as an HOA with the city to be included in such notice.

A general discussion ensued.

J. Rustad asked for additional time to discuss this issue with legal and Housing and Community Development before providing the requested additional information to the commission.

Commissioner Hogan encouraged that feedback from staff within the next month would be appreciated.

10b. Report by City Attorney

Lena McClelland, Assistant City Attorney, was available for questions.

Commissioner Hogan asked for information regarding the 2025 state legislative session.

L. McClelland stated that the 2025 session has started, and land use bills are being considered. L. McClelland briefly reviewed land use bills approved in 2024. L. McClelland then reviewed bills proposed for 2025, noting that the largest bill being considered is regarding land uses near religious or educational institutions. The bill includes an allowance for residential uses on adjacent property that is owned by such institutions. The city has voiced opposition to the bill.

Commissioner Banka spoke about the proposed bill and what impact this would have on the city. Commissioner Banka also spoke on potential bills concerning construction defects.

L. McClelland stated she would keep the commission well informed of any such bills.

Chair Walls spoke in support of the Planning and Zoning Commissioners' hard work they have done for the city.

12. Adjournment

Chairman Walls adjourned the meeting at 7:27 p.m. until February 26, 2025.

FOSTER GRAHAM MILSTEIN & CALISHER, LLP
ATTORNEYS AT LAW

360 South Garfield Street
6th Floor Denver, CO 80209
T 303-333-9810 F 303-333-9786

fostergraham.com

February 21, 2025

Via Electronic Mail: jbatchel@auroragov.org
City Manager, Jason Batchelor

15151 E. Alameda Parkway

Aurora, CO 80012

Re: Appeal of Planning and Zoning Commission Decision – Denial of Conditional Use and Site Plan - DA-1483-03 ("Appeal")

Dear Mr. Batchelor:

Foster Graham Milstein & Calisher, LLP ("FGMC") represents QuikTrip Corporation (the "Applicant") regarding its application DA-1483-03 for a Conditional Use and Site Plan for a motor vehicle fueling station (the "Application") for real property located at the intersection of South Havana Street and South Parker Road (the "Property"). The City of Aurora (the "City") Planning and Zoning Commission (the "Commission") held a public hearing on February 12, 2025, and denied the Application. This letter constitutes the Applicant's appeal of the Commission's denial of the Application and is timely filed pursuant to Section 146-5.3.13 of the Aurora Unified Development Ordinance (the "Code").

The Applicant appeals the Commission's denial because the Application meets all applicable review criteria and therefore, the Commission erred in denying the Application. The following narrative discusses Code Sections 146-5.4.3.A.3 and 146-5.4.3.B.2.C and how the Application complies with these approval criteria. The Applicant respectfully requests that City Council reconsider the Application and approve the Application.

I. Code Section 146-5.3.13 – Notice of Appeal Requirements

Section 146-5.3.13 of the Code states that, "Appeals may be submitted by an affected applicant or by the owner of a property that is adjacent to the property that was the subject of the application. The notice of appeal must be filed with the City Manager within 10 calendar days

after the decision, and shall specifically state the Section or the City regulation that has not been applied correctly."

This Appeal complies with Code Section 146-5.3.13. QuikTrip is the affected Applicant for which its Application for a conditional use site plan was denied by the Commission. The denial of the Application occurred on February 12, 2025, and this appeal is timely filed within ten (10) calendar days, prior to the deadline of February 24, 2025. Sections 146-5.4.3.A.3. and 146-5.4.3.B.2.C were incorrectly applied, and in many instances, not applied at all, as more specifically described in paragraphs II and III herein.

II. 146-5.4.3.A.3 – Conditional Use Approval Criteria

Section 146.5.4.3.A.3 sets forth the criteria that must be met in order for a conditional use to be approved. The Application meets each of the criteria as follows:

a. The application complies with the applicable standards in this UDO, other adopted City regulations (including but not limited to any use-specific standards for the proposed conditional use in Section 146-3.3), any approved Master Plan that includes the property, and any conditions specifically applied to development of the property by the Planning and Zoning Commission or City Council in a prior decision affecting the property;

The Application complies with the applicable standards of the Code because as shown in the site plan, the design of the Application meets all of the requirements in Section 146-5.4.5.B.2.C. Furthermore, the Application is compatible and consistent with the adjacent rights-of-way, commercial and industrial uses surrounding the site. Lastly, there is no approved master plan that includes the Property, and there are no outstanding standards applied to the Property by a prior decision, ensuring that the Application complies with all applicable standards required by the criterion.

b. The application is consistent with the Comprehensive Plan;

The Property is located within a Commercial Hub place type per the Comprehensive Plan. The Application is consistent with the goals of the Commercial Hub place type in the Comprehensive Plan. Commercial Hub place types are characterized by "shopping centers and areas that provide a cluster of compatible businesses. It may be located along the city's corridors, often at the intersection of two arterial streets."[1] Primary uses in the Commercial Hub are retail, commercial service, and restaurants, as well as shared outdoor areas and social gathering spaces.[2]

The Property is located between two arterial streets and proposes a commercial services and retail use consistent with the Comprehensive Plan. Fueling stations are commercial service

[1] Aurora Places Comprehensive Plan, Page 46.
[2] Aurora Places Comprehensive Plan, Page 46.

uses, and QuikTrip's business model includes a robust retail element in which fresh food can be purchased on site with gathering areas to rest and eat. Therefore, the Application fits squarely within the Commercial Hub place type, and is consistent with the Comprehensive Plan.

The Connecting Places chapter of the Comprehensive Plan states that "Places are physically connected by the streets, sidewalks, open space, waterways, rail, trails and utilities that serve them. Residents and visitors rely on a safe and convenient way to move throughout the community—from home, work and school to shopping, services and entertainment."[3] The Application is consistent with the Comprehensive Plan because the Applicant will install and improve multi-modal transportation options including new sidewalks along Havanna Street and Parker Road, as well as improving the bus stop on Parker Road. Thus, the Application meets the Comprehensive Plan goal of connecting places.

The Commission did not cite any reasons related to the Comprehensive Plan when denying the Application, but listed personal preferences and opinions that the Property should be used for a restaurant and that a fueling station does not fit the character of the area despite fueling stations being a retail and commercial service use explicitly allowed in Commercial Hub place type. Therefore, this criterion was not applied correctly by the Commission.

c. The size, scale, height, density, multi-modal traffic impacts, and hours of operation of the proposed use are compatible with existing and planned uses in the surrounding area;

The proposed convenience store and fuel station in the Application will not negatively impact the density in this area and will actively serve the community while remaining compatible with the existing commercial stores that surround the Property. A traffic study was completed and accompanies the submittal package, confirming the Property does not create a negative impact and will be successfully incorporated into the roadway network. Visually, the proposed development will be partially screened with landscaping and amenities from view of the adjacent ROW utilizing tree lawns and decorative landscaping. QuikTrip is committed to providing a high level of architecture design for the proposed convenience store and fuel canopy and both structures will be compliant with the Code. The proposed landscaping in the Application is consistent with the Code and provides new detached sidewalks with tree lawns and a plaza area west of the building. Therefore, the size, scale, height, density, multi-modal traffic impacts, and hours of operation of the proposed use are compatible with the existing and planned uses in the surrounding area.

d. The proposed use will not change the predominant character of the surrounding area;

The zoning for the Property and surrounding properties is Mixed Use Corridor. The Application proposes a convenience store and fueling station which will contribute to the commercial character of the area because in addition to fuel, QuikTrip offers fresh food, sidewalks, paths, and outdoor seating areas around the building. The surrounding properties are also

[3] Aurora Places Comprehensive Plan, Page 49.

commercial and retail in nature, selling a variety of products for consumption. Therefore, the Application proposes a use that is complementary to the predominate character of the surrounding area.

Members of the Commission and public stated that they would like the Property to become another restaurant as they were disappointed in the closure of the former Sam's No. 3 on the Property. This preference is not a criterion for a conditional use, and convenience stores and fueling stations are consistent with the character of the surrounding area per the Comprehensive Plan.[4] Commissioners also denied the Application in part because of the existence of other gas stations in the area. Denying the Application because of the opinion that the fueling station use does not fit the character of the area while simultaneously stating that the area has other fueling stations is contradictory and has no relation to the Code criteria. Therefore, the Commission erred in championing their preference for the future of the Property over the application criteria in the Code.

e. The City's existing infrastructure and public improvements, including but not limited to its street, trail, and sidewalk systems, have adequate capacity to serve the proposed development, and any burdens on those systems have been mitigated to the degree practicable; and

This criterion is met because the Applicant is making improvements to the existing infrastructure and public amenities. The development proposed by the Application will create an accessible path along both Parker Road and Havana Street, including new detached sidewalks and accessible ramps that connect pedestrians to surrounding commercial stores and the existing bus stop. The Application also includes improvements to that bus stop, making it larger and bringing it into conformance with current RTD standards. Furthermore, please see the Traffic Study that states no adverse traffic impacts will affect the surrounding properties.

f. The application demonstrates that the proposed use will not create significant dislocations of tenants or occupants of the property, or that any impacts are outweighed by other public benefits or progress toward other Comprehensive Plan goals that would be achieved by approval of the application.

The owner of the Property has agreements in place with the surrounding tenants agreeing to mitigate any tenant dislocation or decrease in business due to activity on the Property. Access to the surrounding properties will not be closed during construction of the development proposed by the Application. Therefore, the Application does not create any dislocation of tenants or occupants of the Property and will contribute improvements to the Property and surrounding areas as described in detail in (e) above.

[4] Aurora Places Comprehensive Plan, Page 46.

g. The application mitigates any adverse impacts on the surrounding area to the degree practicable.

As stated in the Staff Report, the Application mitigates the potential adverse impacts to the surrounding area. The development proposed by the Application will be partially screened with landscaping and amenities to soften the view of the adjacent ROW through the installation of tree lawns and decorative landscaping. The convenience store will have food and store deliveries as needed on a Monday through Friday daytime delivery schedule. Fuel delivery will occur based on sales as replenishment is needed, but these deliveries are anticipated to occur during daytime non-peak hours whenever possible to limit potential vehicle congestion around the Property. Even with these deliveries and other customer trips to the convenience store, a large amount of noise will not be generated. Parking is not proposed to abut Parker Road, which will mitigate negative glare and visual impact along the primary corridor. Consistent with the City standards, a stormwater quality treatment system exists off-site to treat runoff, improve water quality, and mitigate water pollution. All of the underground fuel storage tanks are equipped with state-of-the-art real-time leak detection systems.

The Application also mitigates impacts on the surrounding area because the Property owner and Applicant work and maintain contact with the surrounding property owners. The Property will operate under a land lease, so the Applicant is in consistent contact with the surrounding tenants and integrated their feedback and concerns into the Applications production and construction. This allows the development to lessen the impact it has on the surrounding commercial stores to a practical degree, and once complete, contributes to the entire area's success by bringing in additional customers through the store's elevated interior, pedestrian outdoor seating, and lot improvements. For the foregoing reasons, this criterion is met.

The Commissioners said that due to negative effects on external businesses, the Application should be denied. However, they did not include any specific examples of such negative effects and failed to consider the broad mitigation strategies offered by the Applicant. Therefore, this criterion was misapplied by the Commission.

III. 146-5.4.3.B.2.C – Site Plan General Requirements

The Major Site Plan shall be approved only if:

(a) The application complies with the applicable standards in this UDO, other adopted City regulations, any approved Master Plan that includes the property, and any conditions specifically applied to development of the property by the Planning and Zoning Commission or City Council in a prior decision affecting the property.

The Application complies with the applicable standards of the Code because as shown in the site plan, the design of the Application meets all of the requirements in Section 146-5.4.5.B.2.C. Furthermore, the Application is compatible and consistent with the adjacent rights-of-way, commercial and industrial uses surrounding the site. Lastly, there is no approved master plan that includes the Property, and there are no outstanding standards applied to the Property by a prior decision, ensuring that the Application complies with all applicable standards required by the criterion.

(b) The City's existing infrastructure and public improvements, including but not limited to its water, wastewater, street, trail, and sidewalk systems, have adequate capacity to serve the proposed development, and any burdens on those systems have been mitigated to the degree practicable.

The Applicant has worked with City staff during the review process of this Application and through appropriate drainage and traffic studies, confirmed that the City's existing infrastructure and public improvements are adequate to serve the proposed development. Nonetheless, the development proposed by the Application will add an accessible path along both Parker Road and Havana Street, including accessible ramps that connect pedestrians to surrounding commercial stores and the existing bus stop in which the Applicant will improve if the Application is approved. The Applicant will also install an on-site stormwater drainage treatment system to treat runoff, improve water quality, and mitigate water pollution. Therefore, this criterion is satisfied.

(c) Major Site Plans shall be designed to preserve and protect natural areas, ridgelines, swales, natural landforms, water quality and wildlife habitat of riparian corridors, wetlands, and floodplains affected by the proposed development and to integrate those areas into site design where practicable.

The Property is not located in a natural area, ridgeline, swale, nor wetland, but rather, it is located in a historically urban and commercial environment. To ensure the Property fits into this environment, the Application includes high-quality four-sided architecture to seamlessly integrate the convenience store building into the character of the commercial area. The Application also includes a state-of-the-art fuel storage and tank system to ensure that water quality is protected and gas leakage, though highly unlikely, can be identified and stopped very quickly. Therefore, this criterion is met.

(d) The application will improve or expand multi-modal connections with adjacent sites, neighborhoods, and urban centers.

As shown on the site plan, the Application establishes adequate vehicular and pedestrian circulation and connectivity. Furthermore, the Application will improve and expand the multi-modal connection with adjacent properties because as stated herein, new sidewalks will be added along Parker Road and Havana Street, and the bus station located on Parker Road will be improved. Lastly, the adjacent properties will not be affected by the construction of the Application because there are already agreements in place to keep the shopping area surrounding the Property open with full access to those businesses. Therefore, the application satisfies this criterion because it improves and expands pedestrian and public transportation means to adjacent sites, neighborhoods, and urban centers.

(e) The application is compatible with surrounding uses in terms of size, scale and building façade materials.

The Application proposes a convenience store and canopy that integrates four-sided architecture to ensure that the physical and aesthetic appearance, as well as the customer experience, is of a high quality. The size and scale of the Application is appropriate for the Property, and complies with all dimensional requirements of the Code. Therefore, the Application is compatible with the surrounding uses in terms of size, scale, and building façade materials.

(f) The application mitigates any adverse impacts on the surrounding area to the degree practicable.

As stated in the Staff Report, the Application mitigates the potential adverse impacts to the surrounding area. The development proposed by the Application will be partially screened with landscaping and amenities to soften the view of the adjacent ROW through the installation of tree lawns and decorative landscaping. The convenience store will have food and store deliveries as needed on a Monday through Friday daytime delivery schedule as not cause excess noise and light in the nighttime. Fuel delivery will occur as needed based on sales, but these deliveries are anticipated to occur during daytime non-peak hours whenever possible to limit potential vehicle congestion around the Property. Even with these deliveries and other customer trips to the convenience store, a large amount of noise will not be generated. Parking is not proposed to abut Parker Road, which will mitigate negative glare and visual impact along the primary corridor. Consistent with the City standards, the existing downstream stormwater quality treatment system exists off site to treat runoff. All of the underground fuel storage tanks are equipped with state-of-the-art real-time leak detection systems. Therefore, the Application implements multiple

techniques and amenities to not only mitigate adverse impacts to the surrounding area, but improve the area.

IV. Conclusion

For the foregoing reasons, the Applicant respectfully requests that the City Council approve the Conditional Use Site Plan because the Application meets all of the criteria in Code Sections 146-5.4.3.A.3. and 146-5.4.3.B.2.C.

We look forward to the opportunity to present to you at a public hearing. We respectfully request that all materials and items of record submitted to the Commission in advance of the Hearing, and at the Hearing, be included in the public record for the City Council hearing such that the City Council has the ability to apply the applicable review criteria and reverse the Commission's denial pursuant to Code Section 146-5.3.13. Furthermore, the Applicant hereby reserves the right to submit more materials and evidence supporting the Application's compliance with the applicable approval criteria into the record at or before the City Council hearing.

Thank you for your attention to this matter.

Sincerely,



David Wm. Foster



Erik N. Carlson

FOSTER GRAHAM MILSTEIN & CALISHER, LLP

cc via e-mail:

Director of Planning, Jeannine Rustad (jrustad@auroragov.org)
Planning Department Attorney, Lena Mclelland (lmcclell@auroragov.org)
James Schireman (JSchirem@auroragov.org)
Shelby Madrid (shelby.madrid@kimley-horn.com)
Ryan Harding (rharding@quiktrip.com)
Jessica Glavas (jglavas@quiktrip.com)

City Council

DA-1483-03: Quiktrip 4263 Appeal

Planning and Business Development Department

May 5th 2025

Appeal Of Planning Commission Denial

Agenda Item: Appeal by agent of applicant regarding Planning Commission's denial of a Site Plan & Conditional Use for a motor vehicle fueling station and 5,312 square foot convenience store located on 4.834 acres
Location: S Havana Street to the West, S Parker Road to the Northeast
Zoning, Subarea, & Placetype: MU-C, Mixed Use Corridor; Subarea A; Urban District Placetype
Applicant: Kimley Horn and Associates, on behalf of the QuikTrip Corporation
Appellant: Foster Graham Milstein & Calisher, LLP, on behalf of the QuikTrip Corporation

Vicinity Map



Site Photos

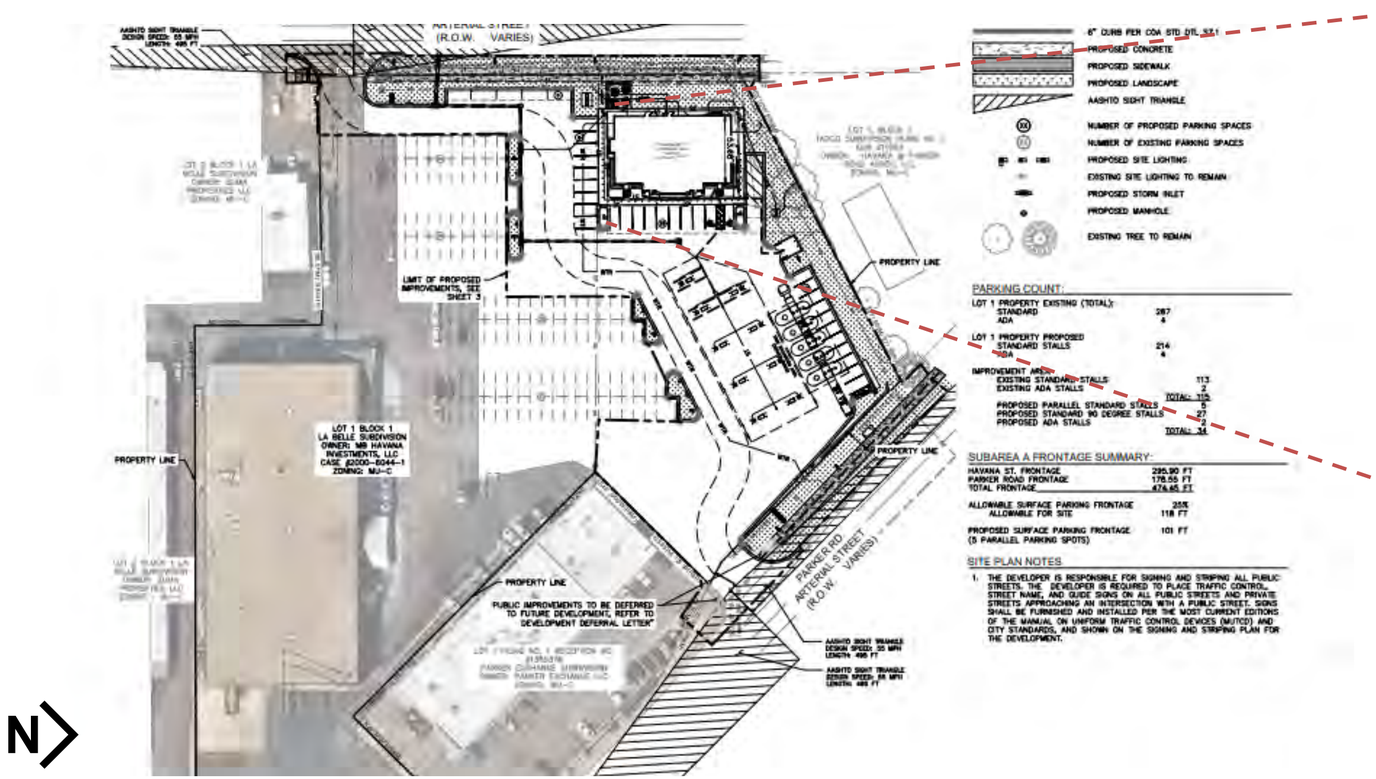


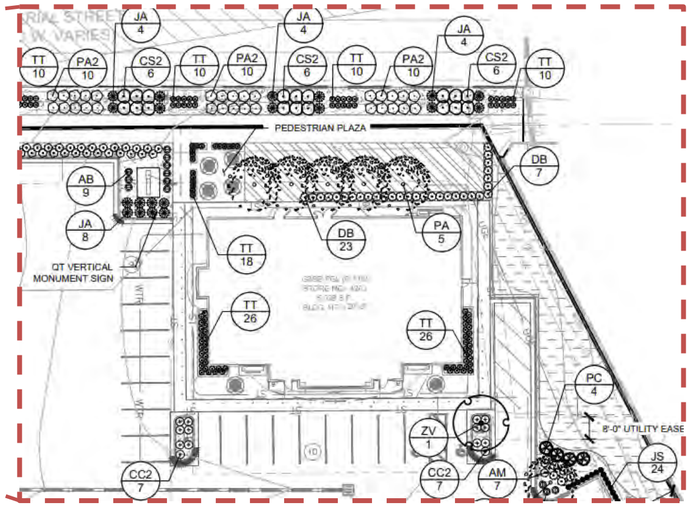
On S. Parker Road, Facing West



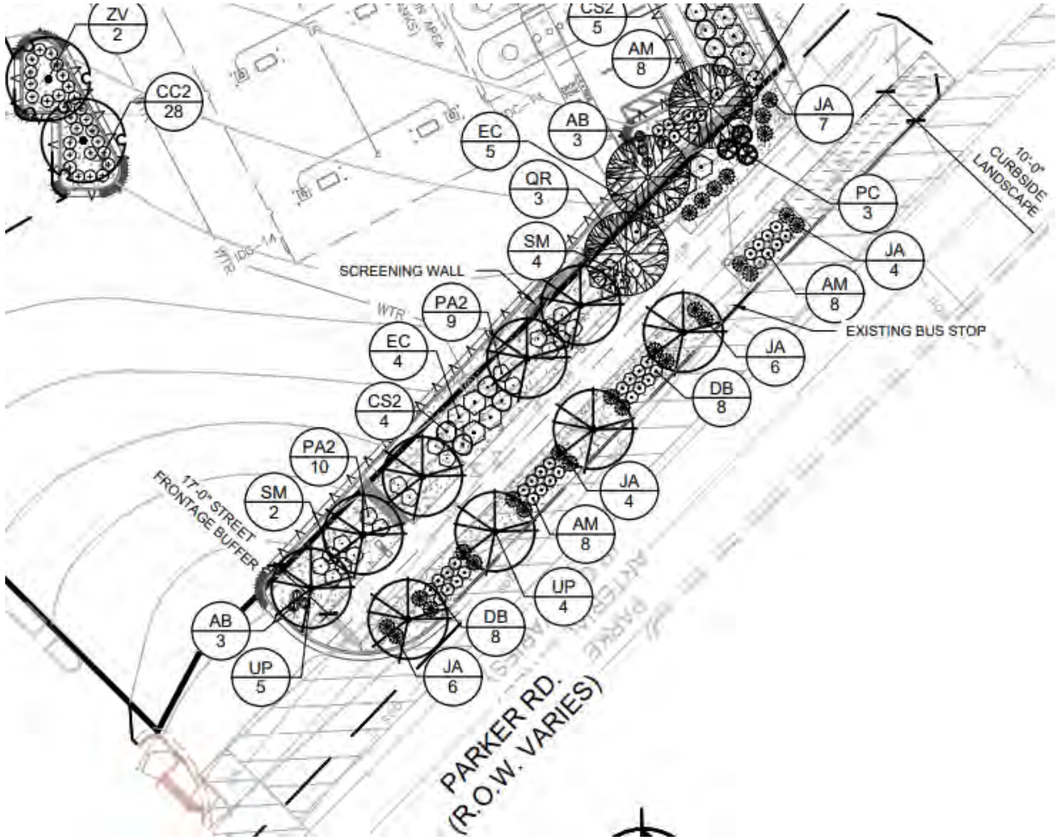
On S. Havana Street, Facing East

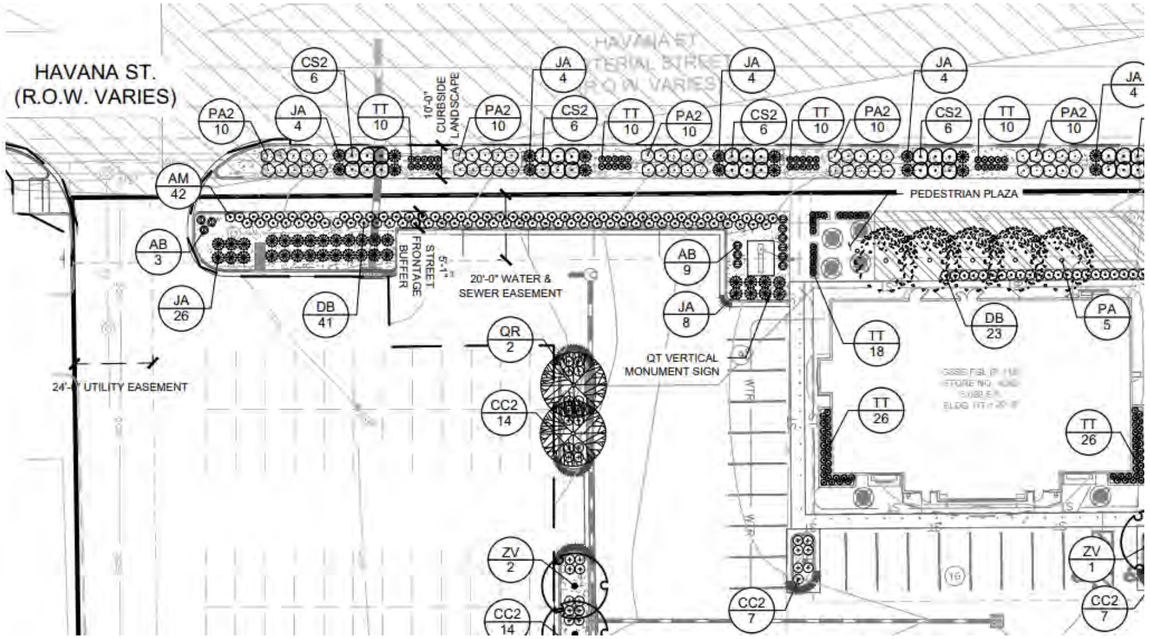
Proposed Site Plan



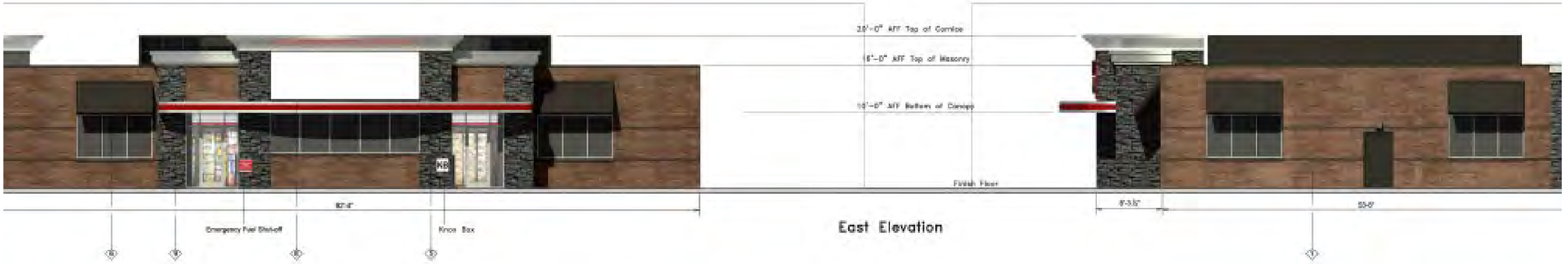


Proposed Landscape Plan

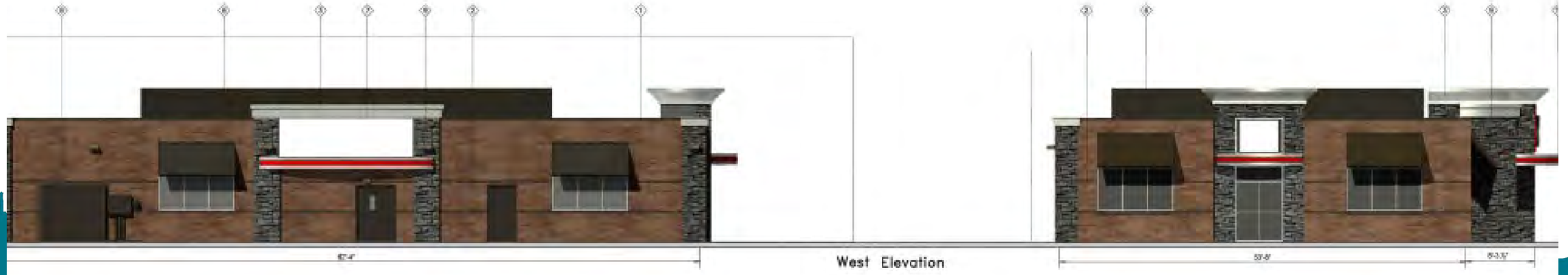




Proposed Elevation



East Elevation



West Elevation

PC Summary

- Planning Commission hearing occurred on February 12th, 2025.
- Staff presented the application for both the conditional use and site plan with a recommendation of approval with one condition.
- Applicant presented the proposal after the city staff presentation.
- Afterwards several members of the public raised concern regarding the number of gas stations already in the area.
- The Planning Commission affirmed this concern and denied the conditional use aspect of the application.
- By denying the conditional use, the Planning Commission deemed the site plan denied by extension.

Conditional Use Approval Criteria

§146-5.4.3.A.3

3. Criteria for Approval. A conditional use shall be approved only if the Planning and Zoning Commission determines that:

a. The application complies with the applicable standards in this UDO, other adopted City regulations (including but not limited to any use-specific standards for the proposed conditional use in Section 146-3.3), any approved Master Plan that includes the property, and any conditions specifically applied to development of the property by the Planning and Zoning Commission or City Council in a prior decision affecting the property;

b. The application is consistent with the Comprehensive Plan;

c. The size, scale, height, density, multi-modal traffic impacts, and hours of operation of the proposed use are compatible with existing and planned uses in the surrounding area;

d. The proposed use will not change the predominant character of the surrounding area;

e. The City's existing infrastructure and public improvements, including but not limited to its street, trail, and sidewalk systems, have adequate capacity to serve the proposed development, and any burdens on those systems have been mitigated to the degree practicable; and

f. The application demonstrates that the proposed use will not create significant dislocations of tenants or occupants of the property, or that any impacts are outweighed by other public benefits or progress toward other Comprehensive Plan goals that would be achieved by approval of the application.

g. The application mitigates any adverse impacts on the surrounding area to the degree practicable.

Site Plan Approval Criteria

§146-5.4.3.B.2.c

i. General. The Major Site Plan shall be approved only if:

(a) The application complies with the applicable standards in this UDO, other adopted City regulations, any approved Master Plan that includes the property, and any conditions specifically applied to development of the property by the Planning and Zoning Commission or City Council in a prior decision affecting the property.

(b) The City's existing infrastructure and public improvements, including but not limited to its water, wastewater, street, trail, and sidewalk systems, have adequate capacity to serve the proposed development, and any burdens on those systems have been mitigated to the degree practicable.

(c) Major Site Plans shall be designed to preserve and protect natural areas, ridgelines, swales, natural landforms, water quality and wildlife habitat of riparian corridors, wetlands, and floodplains affected by the proposed development and to integrate those areas into site design where practicable.

(d) The application will improve or expand multi-modal connections with adjacent sites, neighborhoods, and urban centers.

(e) The application is compatible with surrounding uses in terms of size, scale and building façade materials.

(f) The application mitigates any adverse impacts on the surrounding area to the degree practicable.

City Council Action

§146-5.3.13.A.2

The City Council shall review the appeal based on the standards and criteria in this UDO and the record of decision and shall act to **uphold, modify, or overturn** the Planning Commission's decision as necessary to bring the decision into compliance with the standards and criteria of this UDO.

CITY OF AURORA
Council Agenda Commentary

Item Title: QuikTrip 4263 Site Plan Appeal
Item Initiator: James Schireman, Planner I, Planning and Business Development
Staff Source/Legal Source: James Schireman, Planner I, Planning and Business Developemt / Lena McClelland, Assistant City Attorney
Outside Speaker: Foster Graham Milstein & Calisher, LLP – Agent
Strategic Outcome: Economically Strong: Building a conducive development climate, a diverse mix of industries and housing options, and fostering economic growth so that our community thrives and remains resilient.

COUNCIL MEETING DATES:

Study Session: N/A

Regular Meeting: 5/5/2025

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

Item requires a Public Hearing: ☒ Yes ☐ No

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

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

A PUBLIC HEARING AND CONSIDERATION WITHOUT RELATED ORDINANCE TO CONSIDER AN APPEAL BY THE APPLICANT REGARDING THE PLANNING AND ZONING COMISSION DECISION OF DENIAL FOR THE QUIKTRIP 4263 SITE PLAN AND CONDITIONAL USE
James Schireman, Planner I, Planning and Business Development / Lena McClelland, Assistant City Attorney
A PUBLIC HEARING AND CONSIDERATION WITHOUT RELATED ORDINANCE TO CONSIDER AN APPEAL BY THE APPLICANT REGARDING THE PLANNING AND ZONING COMISSION DECISION OF DENIAL FOR THE QUIKTRIP 4263 SITE PLAN AND CONDITIONAL USE
James Schireman, Planner I, Planning and Business Development / Lena McClelland, Assistant City Attorney

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

☐ Approve Item and Move Forward to Study Session
☐ Approve Item and Move Forward to Regular Meeting
☐ Information Only
☐ Approve Item with Waiver of Reconsideration
☐ Approve Item as Proposed at Policy Committee
☐ Approve Item as Proposed at Study Session
☒ Approve Item as Proposed at Regular Meeting

Reason for waiver is described in the Item Details field above.

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Planning and Zoning Commission

Policy Committee Date: 2/12/2025

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

☐ Recommends Approval

☒ Does Not Recommend Approval

☐ Forwarded Without Recommendation

☐ Minutes Not Available

☐ Minutes Attached

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

The Planning and Zoning Commission, on February 12, 2025, reviewed the applicant's request for a site plan and a conditional use for a QuikTrip motor vehicle refueling station in the Mixed-Use Corridor (MU-C) zoning district at 2580 S Havana Street. The motion to approve the conditional use failed by a vote of 1 in favor and 5 against. By denying the conditional use, the Planning Commission deemed the site plan denied by extension and a moot point for further discussion. The Planning Commission Staff Report with Exhibits, the Planning Commission Result Letter, and the applicant's appeal have been attached for reference (Exhibits H).

At the February hearing, James Schireman, Staff Planner, presented the Quiktrip 4263 Site Plan and Conditional Use with a recommendation for its approval. Staff affirmed that the application remained in compliance with both the conditional use approval criteria in section 146-5.3.13.A, as well as the site plan criteria found in section 146-5.4.3.B.2 . Following the staff presentation, several members of the public raised concerns regarding the significant amount of gas stations already existing in the area, with Chair Walls affirming this opinion by noting 11 gas stations existing within one mile of the site. Overall, the Commission found the proposed additional gas station would not appropriately mitigate the adverse impacts of the use, and subsequently voted to deny the conditional use. With the conditional use denied, the planning commission found the site plan use related criteria impossible to satisfy, and deemed the site plan denied by extension.

An appeal of the Planning Commission decision was filed by the applicant's agent, Foster Graham Milstein & Calisher, on February 21, 2025, in accordance with section 146-5.3.13.A. The appellant contends that the Quiktrip 4263 complies with both the Conditional Use approval criteria outlined in Section 146-5.4.3.A.3 and the Site plan criteria found in section 146-5.4.3.B.2. Furthermore, the appellant asserts that the Planning Commission did not apply the Conditional Use criteria correctly when rendering their decision to deny. The complete appellant letter of introduction and attached material is provided for your reference (Exhibit B, C and D).

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

The applicant’s agent, on behalf of the QuikTrip Corporation, requests approval of a Site Plan application and Conditional Use permit for a convenience store and fueling station in the triangular shopping center bound by S. Parker Road and S. Havana Street. The subject property is located entirely within an MU-C zone district and is bordered by adjacent MU-C zoning to the north and south, with a small pocket of MU-OI zoning to the east. A park managed by the City of Denver is located to the West across Havana Street. The proposed Quiktrip is located on a parcel that contains a multi-tenant commercial center, proposed to remain, while the now closed Sam’s Diner restaurant in the Northwest corner is proposed to be demolished and replaced with the proposed Quiktrip use. The proposed QuikTrip will include an approximately 5,312 square-foot single-story convenience store and a 9-pump traditional vehicle fueling station with a canopy. The fueling station, convenience store, and associated parking will occupy 1.288 acres of the overall 4.834 Acre site. No separate diesel canopy is proposed.

The proposed convenience store building will be constructed primarily of masonry brick, will include glazing on all elevations, and features accents of aluminum and stucco. Vehicular access to the site will be provided through existing access points off S. Parker Road and S Havana Street. The proposed site plan design meets all applicable requirements and ensures that all potential negative impacts are mitigated and that the proposed use's size, scale, height, density, and traffic impacts are compatible with existing nearby development.

The fueling station would operate 24 hours a day, 7 days a week. The facility would employ approximately 22 people, with 4 employees working per shift and 3 shifts per day. Due to being located along a primary commuter corridor, the location expects peak visitation during the morning and evening rush-hour, specifically 6am-9am and 4pm-6pm.

Exhibits:
Exhibit A – Vicinity Map
Exhibit B – Introduction letter and Operations Plan
Exhibit C – Site Plan
Exhibit D – Conditional Use Response
Exhibit E – 1483-03 PC Staff Report
Exhibit F – 2-12 PC Presentation Quiktrip 4263
Exhibit G – 2-12 PC Meeting Minutes
Exhibit H – Appeal Letter
Exhibit I – Appeal Presentation

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 uphold, modify, or overturn the decision of the Planning and Zoning Commission?

LEGAL COMMENTS

Unless otherwise specified by the UDO, any decision of the Planning and Zoning Commission may be appealed to the City Council. Appeals may be submitted by an affected applicant or by the owner of a property that is adjacent to the property that was the subject of the application. The notice of appeal

must be filed with the City Manager within 10 calendar days after the decision, and shall specifically state the Section or the City regulation that has not been applied correctly. (UDO §146-5.3.13.A.1) City Council shall schedule a public hearing according to the procedures described in UDO §146-5.3.8 (Public Hearings). City Council shall review the appeal based on the standards and criteria in the UDO and the record of decision and shall act to uphold, modify, or overturn the decision as necessary to bring the decision into compliance with the standards and criteria of the UDO. (UDO §146-5.3.13.A.2).

Criteria for Approval of a Major Site Plan. A Major Site Plan shall be approved only if:

(a) the application complies with applicable standards in the UDO, other adopted City regulations, any approved Master Plan that includes the property, and any conditions specifically applied to development of the property by the Planning and Zoning Commission or City Council in a prior decision affecting the property;

(b) the City's existing infrastructure and public improvements, including but not limited to its water, wastewater, street, trail, and sidewalk systems, have adequate capacity to serve the proposed development, and any burdens on those systems have been mitigated to the degree practicable;

(c) Major Site Plans shall be designed to preserve and protect natural areas, ridgelines, swales, natural landforms, water quality and wildlife habitat of riparian corridors, wetlands, and floodplains affected by the proposed development and to integrate those areas into site design where practicable;

(d) the application will improve or expand multi-modal connections with adjacent sites, neighborhoods, and urban centers;

(e) the application is compatible with surrounding uses in terms of size, scale and building façade materials;

(f) the application mitigates any adverse impacts on the surrounding area to the degree practicable. (UDO §146-5.4.3.B.2.c). (McClelland)



Planning and Business Development

15151 E. Alameda Parkway
Aurora CO 80012 USA
AuroraGov.org
303.739.7250
GIS@auroragov.org

Miles 0 0.0375 0.075

City of Aurora, Colorado

QuikTrip 4263
Site Plan and Conditional Use

Case Number: 2000-6044-07
Development Application: #1480-03

2/5/2025 I:\GIS\ArcGIS_Pro_Projects\Planning\Development Review\Data Services\VicinityMap_Pro\VicinityMap_Pro_Arial.aprx

June 4, 2024

City of Aurora
Office of Development Assistance
15151 E. Alameda Parkway, Suite 5200
Aurora, CO 80012

Re: ***Site Plan Letter of Intent***
QuikTrip 4263
Parker Road and Havana Street, Aurora, Colorado

To Whom It May Concern,

Kimley-Horn and Associates, Inc. is pleased to be submitting the Site Plan Package for the above-referenced project on behalf of QuikTrip Corporation (the "Site Developer"). General project information and anticipated scope of work related to the site improvements is further summarized below.

General Project Information

The Site is located on Parker Road, situated in the southwest quarter of Section 26, Township 4 South, Range 67 West of the 6th Principal Meridian, City of Aurora, County of Arapahoe, State of Colorado.

The Site lies within a portion of an existing developed lot, with a Burger King to the north, and surrounded by mixed uses to the south such as Epic Mountain Gear and Advance Auto Parts with associated sidewalks, pavement, and parking. The total existing lot contains a total of ±4.834 acres, however the proposed improvements anticipate impacting approximately ±2.07 acres of the total site.

The proposed improvements consist of the demolition of the existing structure on the northern portion of the site to develop a new convenience store and gas station.

Stormwater

Runoff developed on-site will be collected in private roof and storm drain systems and will be conveyed to a new below grade detention and water quality system for treatment and attenuation prior to being released to the existing storms ewer system in Havana Street. Refer to the Preliminary Drainage Report for more detailed information and analysis.

Site Access

The site access will be via the existing full movement points of access on Havana Street and Parker Road. The northern cross access point to the adjacent lot is proposed to be closed as part of this development. This has been coordinated with the property owner and is not anticipated to impact either lot, as the cross access is currently blocked with barriers in the existing condition.

Utilities

There is an existing 2-inch water meter along Parker Road, which is being investigated to understand if the meter can be reused and is appropriate for the site development. If the existing meter will not be reused, a modified tap size in the existing location will be proposed.

There is an existing sanitary sewer main along Havana Street which is anticipated to serve the site. Additionally, there is an existing sanitary sewer service through the site to the east appearing to serve Lot 1 of the Parker Exchange Subdivision. This sanitary sewer is planned to remain in place.

Electric, cable, and telephone services are anticipated to be included as part of this Project and will meet service load requirements of the Project. The appropriate utility service providers will be contacted for design and necessary service extensions, facilities, and easements for the new buildings. Coordination with Xcel regarding the demolition and connection to the existing power is ongoing. No new gas lines are proposed with the project.

Landscape

Landscaping and irrigation will be proposed along the property boundary and throughout the Project meeting the City of Aurora requirements.

Consistent with the Subarea Plan for this region, new detached sidewalks with landscape tree lawns are proposed as part of this development.

Signage

Signage for the Project will be provided per the City Code. Allowable signage for the Site will be coordinated with the City. It is anticipated the existing monument sign along Parker Road will be relocated to the new back of curb. The existing monument sign along Havana Street is currently planned to remain in place.

QuikTrip Operations Plan

The convenience store with fuel sales will be open 24hrs per day. Each location employs an average of 22 people, 4 employees per shift, 3 shifts per day. The peak visitation to the site correlates with normal business travel hours. In the morning from 6am-9am as people are heading to work, from 11am to 1pm as people are searching out lunch options, then from 4pm to 6pm when people are on their way home from work. The number of customers during these peak hours is directly dependent on the number of residents within the immediate area and traffic that currently uses the adjacent roadway system.

All deliveries will be scheduled during daytime hours so as to not have an adverse effect on the neighboring properties, there will not be any outdoor storage of materials, and there are no hazardous materials stored on site.

Conditional Use Criteria

It is understood that a gas station and convenience store is a Conditional Use under the current MU-C zoning designation. Below is a summary of the eight (8) conditional use criteria and descriptions of how the proposed site plan demonstrates compliance with the criteria.

1. The compatibility of the proposed use with existing and planned uses on abutting properties.
    - *Response: The proposed development is compatible and consistent with the adjacent rights-of-way, commercial and industrial uses surrounding the site.*
      The convenience store will offer the surrounding neighborhoods a new option for high quality to-go food as the store is equipped with a full-service kitchen preparing grab-and-go meals, coffee and drinks.

2. Any increase in density or intensity of the proposed use that will affect the compatibility of the use with existing and planned uses in the surrounding area
   - *Response: The proposed convenience store and fuel station will not negatively impact the density in this area and will actively serve the community. The convenience provided with the QuikTrip store will serve as a local community amenity offering high quality to-go food. The proposed site will also provide pedestrian amenities such as sidewalks/paths and outdoor seating areas around the building. .*

3. The proposed use will not change the predominant character of the surrounding area.
   - *Response: The zoning for the proposed site and surrounding properties is Mixed Use Corridor as noted previously.*

4. The ability to mitigate adverse and undesirable impacts to the surrounding area, including but not limited to visual impacts, air emissions, noise, vibrations, glare, heat odors, water pollution, electromagnetic interference, and other nuisance effects;
   - *Response: Visually, the proposed development will be partially screened with landscaping and amenities from view of the adjacent ROW utilizing tree lawns and decorative landscaping.*
     The convenience store will have food/store deliveries as needed on a Monday through Friday daytime delivery schedule. Fuel delivery will occur as needed based on sales as replenishment is needed, these deliveries are anticipated to occur during daytime non-peak hours whenever possible to limit the possible vehicle congestion on the site. Even with these deliveries and other customer trips to the convenience store, a large amount of noise will not be generated.
     Parking is not proposed at abut Tower Road, mitigating negative glare and visual impact along the primary road corridor.
     Consistent with the city standards, stormwater quality treatment for runoff is proposed on-site to improve water quality and mitigate water pollution. All of the underground fuel storage tanks are equipped with state of the art real-time leak detection systems.

5. Amount of traffic generated and capacity and design of roadways to handle anticipated traffic;
   - *Response: This project includes a Traffic Impact Study. This Traffic Study outlines the proposed QuikTrip Conditional Use development. As part of the TIS, a 16 fueling position gas station with 5,312 SF convenience store was accessed for the overall development. Access to the project site from the adjacent rights-of-way are consistent with the TIS recommendations for access movements. With the addition of the project and improvements, all intersections are expected to operate in the near term acceptably during both the AM Peak Hour and the PM Peak Hour in the current configurations.*

6. The effect on infrastructure including water, wastewater, stormwater, utilities, and streets;
   - *Response: The proposed QuikTrip site is not anticipated to negatively impact the existing utilities or adjacent roadways. Consistent with the existing commercial development, the existing water, sanitary and storm sewer system has adequate capacity to serve the project site and proposed use. Consistent with the Traffic Impact Study, the adjacent roadways are adequate for the anticipated traffic demands.*

7. The incorporation and integration of architectural and landscape features to mitigate impacts from the proposed use
    - *Response: QuikTrip is committed to providing a high level of architecture design for both the proposed Convenience Store and Fuel Canopy, both structures will be compliant with the City UDO. The proposed landscaping on the QT is consistent with the City UDO and provides new detached sidewalks with tree lawns and a plaza area west of the building.*

8. The city council, planning commission, or planning director are authorized to consider the past performance of an applicant in their consideration of any conditional use. The planning commission, city council, or planning director may use as a basis for denial whether the applicant or developer is determined to be in violation of any requirements, conditions, or representations on a prior development.
    - *Response: QuikTrip is historically one of the best in the convenience store business and year after year commit to delivering a high level of quality service the community. We greatly appreciate the opportunity to partner with the City of Aurora on this development and look forward to being a part of the community.*

We hope this Letter of Intent assists in your review of the QuikTrip Site Plan submittal. We are excited to work with the City on this project and look forward to delivering a project that the City and this project team are extremely proud of.

If you have any questions or comments during your review, please do not hesitate to contact me at 303-228-2327 or shelby.madrid@kimley-horn.com.

Sincerely,
KIMLEY-HORN AND ASSOCIATES, INC.



Shelby Madrid, PE,

QUIKTRIP 4263

SITE PLAN AND CONDITIONAL USE

A PARCEL OF LAND IN THE SOUTHWEST ¼ SECTION SECTION 26, TOWNSHIP 4 SOUTH, RANGE 67 WEST, 6TH P.M.
COUNTY OF ARAPAHOE, STATE OF COLORADO

BASIS OF BEARINGS

BEARINGS ARE BASED ON THE STATE PLANE COORDINATE SYSTEM ESTABLISHED FOR THE COLORADO CENTRAL ZONE 0502, NORTH AMERICAN DATUM (NAD) OF 1983. DISTANCES SHOWN HEREON ARE GROUND UNITS. BEING THE SOUTH LINE OF THE SOUTHWEST ¼ OF SECTION 26, BEARING N89°49'35"E, BETWEEN MONUMENTS SHOWN HEREON.

BENCHMARK

VERTICAL RELIEF WAS MADE FROM AN ON THE GROUND SURVEY, CONTOURS SHOWN HEREON ARE AT 1' INTERVALS USING THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88), GEOID 12A. SITE VERTICAL WAS ESTABLISHED BY USING CITY OF AURORA BENCH MARK "4S67726SW010"

3" BRASS CAP LOCATED AT INLET STRUCTURE AT THE NORTHWEST CORNER OF HARVARD DR. AND YALE AVE.

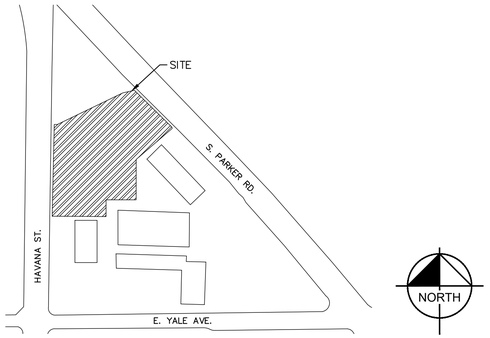
ELEVATION = 5589.80 FEET (NAVD 1988)

LEGAL DESCRIPTION

LOT 1, BLOCK 1, LA BELLE SUBDIVISION, RECORDED AT RECEPTION NUMBER 1303028, BOOK 22, PAGE 71 IN THE OFFICIAL RECORDS OF THE ARAPAHOE COUNTY CLERK AND RECORDER'S OFFICE, BEING IN THE SW ¼ OF SECTION 26, TOWNSHIP 4 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ARAPAHOE, STATE OF COLORADO

CITY OF AURORA SITE PLAN NOTES:

1. THE DEVELOPER, SUCCESSORS OR ASSIGNS, INCLUDING THE HOMEOWNERS OR MERCHANTS ASSOCIATION, SHALL BE RESPONSIBLE FOR INSTALLATION, MAINTENANCE AND REPLACEMENT OF ALL FIRE LANE SIGNS AS REQUIRED BY THE CITY OF AURORA.
2. RIGHT-OF-WAY FOR INGRESS AND EGRESS FOR EMERGENCY VEHICLES IS GRANTED OVER, ACROSS, ON, AND THROUGH ANY AND ALL PRIVATE ROADS, WAYS, FIRE LANES EASEMENTS OR FIRE LANE CORRIDORS NOW OR HEREAFTER ESTABLISHED ON THE DESCRIBED PROPERTY. WHERE DEDICATED AS A FIRE LANE EASEMENT OR DESIGNATED AS A FIRE LANE CORRIDOR, THE ROADWAY SHALL BE POSTED "NO PARKING – FIRE LANE".
3. "ACCESSIBLE EXTERIOR ROUTES" SHALL BE PROVIDED FROM PUBLIC TRANSPORTATION STOPS, ACCESSIBLE PARKING, ACCESSIBLE PASSENGER LOADING ZONES AND PUBLIC SIDEWALKS TO THE ACCESSIBLE BUILDING ENTRANCE THEY SERVE. AT LEAST 50% OF ALL BUILDING ENTRANCES SHALL BE THE MOST PRACTICAL DIRECT ROUTE. NO SLOPE ALONG THIS ROUTE MAY EXCEED 1:20 WITHOUT PROVIDING A RAMP WITH A MAXIMUM SLOPE OF 1:12 AND HANDRAILS. CROSSWALKS ALONG THIS ROUTE SHALL BE WIDE ENOUGH TO WHOLLY CONTAIN THE CURB RAMP WITH A MINIMUM WIDTH OF 36" AND SHALL BE PAINTED WITH WHITE STRIPES. REQUIRED ACCESSIBLE MEANS OF EGRESS SHALL BE CONTINUOUS FROM EACH REQUIRED ACCESSIBLE OCCUPIED AREA TO THE PUBLIC WAY. THE "ACCESSIBLE EXTERIOR ROUTES" SHALL COMPLY WITH IBC 2021 CHAPTER 11, AND 2017 ICC A117.1.
4. THE APPLICANT HAS THE OBLIGATION TO COMPLY WITH ALL APPLICABLE REQUIREMENTS OF THE AMERICAN WITH DISABILITIES ACT.
5. THE DEVELOPER, SUCCESSORS OR ASSIGNS, SHALL BE RESPONSIBLE FOR INSTALLATION, MAINTENANCE AND REPLACEMENT OF ALL LANDSCAPING MATERIALS SHOWN OR INDICATED ON THE APPROVED SITE PLAN OR LANDSCAPE PLAN ON FILE IN THE PLANNING AND DEVELOPMENT SERVICES DEPARTMENT. ALL LANDSCAPING WILL BE INSTALLED PRIOR TO ISSUANCE OF CERTIFICATE OF OCCUPANCY.
6. ALL CROSSINGS OR ENCROACHMENTS BY PRIVATE LANDSCAPE IRRIGATION LINES OR SYSTEMS AND/OR PRIVATE UTILITIES INTO EASEMENTS AND STREET RIGHTS-OF-WAY OWNED BY THE CITY OF AURORA ARE ACKNOWLEDGED BY THE UNDERSIGNED AS BEING SUBJECT TO CITY OF AURORA'S USE AND OCCUPANCY OF THE SAID EASEMENTS OR RIGHTS-OF-WAY. THE UNDERSIGNED, THEIR SUCCESSORS AND ASSIGNS, HEREBY AGREE TO INDEMNIFY THE CITY OF AURORA FOR ANY LOSS, DAMAGE OR REPAIR TO CITY FACILITIES THAT MAY RESULT FROM THE INSTALLATION, OPERATION OR MAINTENANCE OF SAID PRIVATE IRRIGATION LINES OR SYSTEMS AND/OR PRIVATE UTILITIES.
7. IN LOCATIONS WHERE UTILITY EASEMENTS OVERLAP DRAINAGE EASEMENTS, ONLY SUBSURFACE UTILITIES SHALL BE PERMITTED WITHIN THE PORTION OF THE UTILITY EASEMENT THAT OVERLAPS THE DRAINAGE EASEMENT. INSTALLATION OF ABOVE GROUND UTILITIES WITHIN A DRAINAGE EASEMENT REQUIRES PRIOR WRITTEN APPROVAL BY THE CITY ENGINEER.
8. PRIOR TO FINAL ACCEPTANCE OF PUBLIC IMPROVEMENTS, IF THE ADJACENT SITE IS NOT UNDER CONSTRUCTION, THE CURB CUT/CURB RETURNS AND CROSS PAN MUST BE REMOVED AND REPLACED WITH SIDEWALK, LANDSCAPING AND CURB AND GUTTER AT THE DEVELOPER'S EXPENSE. THE DEVELOPER ACKNOWLEDGES THE RISK OF CONSTRUCTING THE CURB CUT WITHOUT APPROVED CIVIL PLANS FOR THE ADJACENT SITE SHOWING THE CURB CUT.
9. THE APPROVAL OF THIS DOCUMENT DOES NOT CONSTITUTE FINAL APPROVAL OF GRADING, DRAINAGE, UTILITY, PUBLIC IMPROVEMENTS AND BUILDING PLANS. CONSTRUCTION PLANS MUST BE REVIEWED AND APPROVED BY THE APPROPRIATE AGENCY PRIOR TO THE ISSUANCE OF BUILDING PERMITS.
10. ALL BUILDING ADDRESS NUMBERS SHALL COMPLY WITH SECTIONS 126-271 AND 126-278 OF THE AURORA CITY CODE.
11. NOTWITHSTANDING ANY SURFACE IMPROVEMENTS, LANDSCAPING, PLANTING OR CHANGES SHOWN IN THESE SITE OR CONSTRUCTION PLANS, OR ACTUALLY CONSTRUCTED OR PUT IN PLACE, ALL UTILITY EASEMENTS MUST REMAIN UNOBSTRUCTED AND FULLY ACCESSIBLE ALONG THEIR ENTIRE LENGTH TO ALLOW FOR ADEQUATE MAINTENANCE EQUIPMENT. ADDITIONALLY, NO INSTALLATION, PLANTING, CHANGE IN THE SURFACE, ETC., SHALL INTERFERE WITH THE OPERATION OF THE UTILITY LINES PLACED WITHIN THE EASEMENT. BY SUBMITTING THESE SITE OR CONSTRUCTION PLANS FOR APPROVAL, THE LANDOWNER RECOGNIZES AND ACCEPTS THE TERMS, CONDITIONS AND REQUIREMENTS OF THIS NOTE.
12. ALL ROOFTOP MECHANICAL EQUIPMENT AND VENTS GREATER THAN EIGHT (8) INCHES IN DIAMETER MUST BE SCREENED. SCREENING MAY BE DONE EITHER WITH AN EXTENDED PARAPET WALL OR A FREESTANDING SCREEN WALL. SCREENS SHALL BE AT LEAST AS HIGH AS THE EQUIPMENT THEY HIDE. IF EQUIPMENT IS VISIBLE BECAUSE SCREENS DON'T MEET THIS MINIMUM HEIGHT REQUIREMENT, THE DIRECTOR OF PLANNING AND DEVELOPMENT SERVICES MAY REQUIRE CONSTRUCTION MODIFICATIONS PRIOR TO THE ISSUANCE OF A PERMANENT CERTIFICATE OF OCCUPANCY.
13. ALL INTERESTED PARTIES ARE HEREBY ALERTED THAT THIS SITE PLAN IS SUBJECT TO ADMINISTRATIVE CHANGES AND AS SHOWN ON THE ORIGINAL SITE PLAN ON FILE IN THE AURORA CITY PLANNING AND DEVELOPMENT SERVICES DEPARTMENT. A COPY OF THE OFFICIAL CURRENT PLAN MAY BE OBTAINED THERE. LIKEWISE, SITE PLANS ARE REQUIRED TO AGREE WITH THE APPROVED SUBDIVISION PLAT OF RECORD AT THE TIME OF A BUILDING PERMIT; AND IF NOT, MUST BE AMENDED TO AGREE WITH THE PLAT AS NEEDED, OR VICE VERSA.
14. ERRORS IN APPROVED SITE PLANS RESULTING FROM COMPUTATIONS OR INCONSISTENCIES IN THE DRAWINGS MADE BY THE APPLICANT ARE THE RESPONSIBILITY OF THE PROPERTY OWNER OF RECORD. WHERE FOUND, THE CURRENT MINIMUM CODE REQUIREMENTS WILL APPLY AT THE TIME OF BUILDING PERMIT. PLEASE BE SURE THAT ALL PLAN COMPUTATIONS ARE CORRECT.
15. ALL REPRESENTATIONS AND COMMITMENTS MADE BY APPLICANTS AND PROPERTY OWNERS AT PUBLIC HEARINGS REGARDING THIS PLAN ARE BINDING UPON THE APPLICANT, PROPERTY OWNER, AND ITS HEIRS, SUCCESSORS, AND ASSIGNS.
16. ARCHITECTURAL FEATURES, SUCH AS BAY WINDOWS, FIREPLACES, ROOF OVERHANGS, GUTTERS, EAVES, FOUNDATIONS, FOOTINGS, CANTILEVERED WALLS, ETC., ARE NOT ALLOWED TO ENCROACH INTO ANY EASEMENT OR FIRE LANE.
17. THE DEVELOPER IS RESPONSIBLE FOR SIGNING AND STRIPING ALL PUBLIC STREETS. THE DEVELOPER IS REQUIRED TO PLACE TRAFFIC CONTROL, STREET NAME, AND GUIDE SIGNS ON ALL PUBLIC STREETS AND PRIVATE STREETS APPROACHING AN INTERSECTION WITH A PUBLIC STREET. SIGNS SHALL BE FURNISHED AND INSTALLED PER THE MOST CURRENT EDITIONS OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) AND CITY STANDARDS, SHOWN ON THE SIGNING AND STRIPING PLAN FOR DEVELOPMENT.
18. FIRE LANE AND HANDICAPPED PARKING SIGNS, SIGN DETAILS, HANDICAPPED PARKING STALL DETAILS, AND LOCATIONS SHALL BE APPROVED WITH THE CIVIL PLANS, "SIGNAGE AND STRIPING" PACKAGE.
19. THIS SITE HAS THE FOLLOWING CONDITIONAL USE APPROVAL(S):
20. FINAL GRADE SHALL BE AT LEAST SIX (6) INCHES BELOW ANY EXTERIOR WOOD SIDING ON THE PREMISES.
21. THE STREETLIGHT OR PEDESTRIAN LIGHT INSTALLATION WITHIN THE PUBLIC RIGHT-OF-WAY SHALL BE DESIGNED, FUNDED, AND CONSTRUCTED BY THE DEVELOPER/OWNER. OWNERSHIP AND MAINTENANCE OF THE STREET/PEDESTRIAN LIGHTS SHALL BE THE RESPONSIBILITY OF THE CITY OF AURORA ONCE THEY HAVE BEEN ACCEPTED. STREET LIGHT AND/OR PEDESTRIAN PHOTOMETRICS PLANS SHALL BE PREPARED AND SUBMITTED TO THE CITY FOR REVIEW AND APPROVAL AND SHALL BECOME A PART OF THE APPROVED CIVIL CONSTRUCTION PLANS FOR THE PROJECT. SEPARATE PERMITS FOR STREET LIGHTS WILL BE REQUIRED; ONE FOR PUBLIC IMPROVEMENTS AND ONE FOR A BUILDING PERMIT FOR ELECTRICAL. THE BUILDING PERMIT SUBMITTAL WILL NEED TO INCLUDE AN ELECTRICAL PLAN SHOWING SITE LOCATION OF LIGHTS, ELECTRIC METER LOCATION, ELECTRICAL ONE LINE AND GROUNDING DETAILS AND ANY ADDITIONAL ELECTRICAL INFORMATION FOR APPROVAL. THE OWNER IS RESPONSIBLE FOR OBTAINING AN ADDRESS FOR THE METER(S) FROM THE PLANNING DEPARTMENT. CERTIFICATE OF OCCUPANCIES WILL NOT BE ISSUED UNTIL THE STREET AND/OR PEDESTRIAN LIGHTING PLANS ARE APPROVED, CONSTRUCTED, AND INITIALLY ACCEPTED.
22. ALL CROSSINGS OR ENCROACHMENTS INTO EASEMENTS AND RIGHTS-OF-WAY OWNED BY THE CITY OF AURORA ("CITY") IDENTIFIED AS BEING PRIVATELY-OWNED AND MAINTAINED HEREIN ARE ACKNOWLEDGED BY THE UNDERSIGNED AS BEING SUBJECT TO CITY'S USE AND OCCUPANCY OF SAID EASEMENTS OR RIGHTS-OF-WAY. THE UNDERSIGNED, ITS SUCCESSORS AND ASSIGNS, FURTHER AGREES TO REMOVE, REPAIR, REPLACE, RELOCATE, MODIFY, OR OTHERWISE ADJUST SAID CROSSINGS OR ENCROACHMENTS UPON REQUEST FROM THE CITY AND AT NO EXPENSE TO THE CITY. THE CITY RESERVES THE RIGHT TO MAKE FULL USE OF THE EASEMENTS AND RIGHTS-OF-WAY AS MAY BE NECESSARY OR CONVENIENT AND THE CITY RETAINS ALL RIGHTS TO OPERATE, MAINTAIN, INSTALL, REPAIR, REMOVE OR RELOCATE ANY CITY FACILITIES LOCATED WITHIN SAID EASEMENTS AND RIGHTS-OF-WAY AT ANY TIME AND IN SUCH A MANNER AS IT DEEMS NECESSARY OR CONVENIENT.



VICINITY MAP
SCALE 1"= 250'

SHEET LIST TABLE	
Sheet Number	Sheet Title
1	COVER SHEET
2	OVERALL SITE PLAN
3	DETAILED SITE PLAN
4	OPERATIONS PLAN
5	GRADING PLAN
6	UTILITY PLAN
7	SITE DETAIL SHEET
8	SITE DETAIL SHEET
9	TREE MITIGATION PLAN
10	LANDSCAPE PLAN
11	LANDSCAPE SCHEDULES
12	LANDSCAPE DETAILS
13	LANDSCAPE DETAILS
14	LANDSCAPE DETAILS
15	BUILDING ELEVATIONS
16	BUILDING FLOORPLAN (A101)
17	BUILDING ELEVATIONS (A201)
18	BUILDING ELEVATIONS (A202)
19	CANOPY ELEVATIONS
20	PHOTOMETRIC SITE PLAN
21	PHOTOMETRIC DETAILS
22	PHOTOMETRIC DETAILS
23	PHOTOMETRIC DETAILS
24	PHOTOMETRIC DETAILS
25	PHOTOMETRIC DETAILS
26	SIGNAGE PLAN

SITE DATA

AREA OF PROPOSED IMPROVEMENTS ± 1.288 ACRES
LAND AREA WITHIN PROPERTY LINE ± 4.834 ACRES
BUILDING COVERAGE ± 5,312 SF, 0.12 ACRES
CANOPY COVERAGE ± 8,346 SF, 0.19 ACRES
HARDSCAPE ± 3.405 ACRES
LANDSCAPE ± 0.401 ACRES
NUMBER OF BUILDINGS 1
MAXIMUM ALLOWABLE HEIGHT OF BUILDINGS 75.0 FT
MAXIMUM PROPOSED HEIGHT OF BUILDINGS 22'-6"
NUMBER OF ENCLOSURES / CANOPIES 1
MINIMUM CANOPY HEIGHT 15 FT (APPROX)
MAXIMUM HEIGHT OF ENCLOSURES / CANOPIES 22.5 FT (APPROX)
PRESENT ZONING CLASSIFICATION MIXED USE CORRIDOR (MU-C)
PROPOSED USE MOTOR VEHICLE FUEL DISPENSING STATION (CONDITIONAL USE) & RETAIL SALES, SMALL
2021 IBC OCCUPANCY CLASSIFICATION (ENCLOSURES) M
2021 IBC OCCUPANCY CLASSIFICATION (CANOPIES) U
2021 IBC OCCUPANCY CLASSIFICATION (MAIN BUILDING) M
CONSTRUCTION TYPE (ENCLOSURES) NON-SPRINKLERED
CONSTRUCTION TYPE (CANOPIES) NON-SPRINKLERED
CONSTRUCTION TYPE (MAIN BUILDING) NON-SPRINKLERED
TOTAL PERMITTED SIGN AREA 184.06 SQ. FT.
PROPOSED TOTAL SIGN AREA
TOTAL PERMITTED SIGN AREA (QUIKTRIP SPECIFIC) 184'6"
QUIKTRIP SINGLE TENANT SIGN AREA 47.3 SF (23.65 SF PER SIDE)
CANOPY SIGN AREA (2 @ 14 SF EA) 28 SF
QUIKTRIP BUILDING SIGNAGE (2 @ 52 SF EA) 104 SF
TOTAL SIGN AREA 179.3 SF
TOTAL PERMITTED SIGN AREA (MULTI-TENANT SIGNAGE) 400 SF
SECONDARY MULTI-TENANT HAVANA ST. 90 SF (45 SF PER SIDE)
SECONDARY MULTI-TENANT PARKER ROAD 118 SF (54 SF PER SIDE)
TOTAL MULTI-TENANT SIGNAGE 208 SF
PROPOSED NUMBER OF SIGNS 5
LOADING SPACES REQUIRED AS PER CODE 1
TOTAL NUMBER OF PROPOSED PARKING SPACES 36

PARKING SUMMARY:

BICYCLE PARKING — 2 REQ. — 2 PROVIDED

IMPROVED PORTION OF LOT 1	EXISTING	REQUIRED	PROPOSED
STANDARD CUSTOMER (3 PER 1000 GROSS FLOOR AREA):	113	16	26
STANDARD EMPLOYEE (1 PER EMPLOYEE):	N/A	6	6
ACCESSIBLE (1 PER 25 SPACES):	1	1	1
ACCESSIBLE (VAN COMPLIANT) (1 PER 6 ACCESSIBLE SPACES):	1	1	1
TOTAL:	115	24	34

AMENDMENTS

NO.	REVISION	BY	DATE	APPR.

LEGAL DESCRIPTION: LOT 1 BLOCK 1, LA BELLE SUBDIVISION, COUNTY OF ARAPAHOE, STATE OF COLORADO

THIS SITE PLAN AND ANY AMENDMENTS HERETO, UPON APPROVAL BY THE CITY OF AURORA AND RECORDING, SHALL BE BINDING UPON THE APPLICANTS THEREFORE, THEIR SUCCESSORS AND ASSIGNS. THIS PLAN SHALL LIMIT AND CONTROL THE ISSUANCE AND VALIDITY OF ALL BUILDING PERMITS, AND SHALL RESTRICT AND LIMIT THE CONSTRUCTION, LOCATION, USE, OCCUPANCY AND OPERATION OF ALL LAND AND STRUCTURES WITHIN THIS PLAN TO ALL CONDITIONS, REQUIREMENTS, LOCATIONS AND LIMITATIONS SET FORTH HEREIN. ABANDONMENT, WITHDRAWAL OR AMENDMENT OF THIS PLAN MAY BE PERMITTED ONLY UPON APPROVAL OF THE CITY OF AURORA.

IN WITNESS THEREOF, QUIKTRIP, AS ITS INTEREST MAY APPEAR OF RECORD HAS CAUSED THESE PRESENTS TO BE EXECUTED

THIS _____ DAY OF _____ AD. _____.

BY: _____
TITLE: AUTHORIZED SIGNATORY

STATE OF _____

COUNTY OF _____

THE FORGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME, THIS ____ DAY OF 20____.

_____ NOTARY SEAL
(NOTARY PUBLIC)

MY COMMISSION EXPIRES _____

NOTARY BUSINESS ADDRESS:

CLERK AND RECORDER'S CERTIFICATE

ACCEPTED FOR FILING IN THE OFFICE OF THE COUNTY CLERK AND RECORDER OF ADAMS COUNTY, COLORADO ON THIS_____ DAY OF _____, 20____A.D. AT_____O'CLOCK___M.

_____ _____
COUNTY CLERK AND RECORDER DEPUTY .

PAGE NO.: _____
RECEPTION NO.: _____

CITY OF AURORA APPROVALS

CITY ATTORNEY:

PLANNING DIRECTOR:

PLANNING COMMISSION:

CITY COUNCIL:

ATTEST:

DATABASE APPROVAL:

CONTACTS

DEVELOPER
QUIKTRIP CORPORATION
12000 WASHINGTON ST. STE 175
THORNTON, CO 80241
PHONE: (303) 248-0435
CONTACT: JESSICA GLAVAS

SURVEYOR
ALTURA LAND CONSULTANTS
6950 S. TUCSON WAY, UNIT C
CENTENNIAL, CO 80112
TEL: (720) 531-4663
CONTACT: MARTIN BRAUNS, PLS

CIVIL ENGINEER
KIMLEY-HORN AND ASSOCIATES, INC.
6200 S SYRACUSE WAY #300
GREENWOOD VILLAGE, CO 80111
TEL: (303) 228-2327
CONTACT: SHELBY MADRID, P.E.

LANDSCAPE ARCHITECT
KIMLEY-HORN AND ASSOCIATES, INC.
6200 S SYRACUSE WAY #300
GREENWOOD VILLAGE, CO 80111
TEL: (303) 228-2319
CONTACT: CHRIS HEPLER, PLA

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Kimley»Horn
2024 KIMLEY-HORN AND ASSOCIATES, INC.
6200 S South Syracuse Way #300
Greenwood Village, Colorado 80111 (303) 228-2300

DESIGNED BY: SAM
DRAWN BY: SPD
CHECKED BY: SAM
DATE: 08/30/24

QUIKTRIP 4263
PARKER RD. & HAVANA
SITE PLAN
COVER SHEET

PRELIMINARY
NOT FOR CONSTRUCTION
Kimley»Horn
Kimley-Horn and Associates, Inc.

PROJECT NO.
096888046

DRAWING NAME
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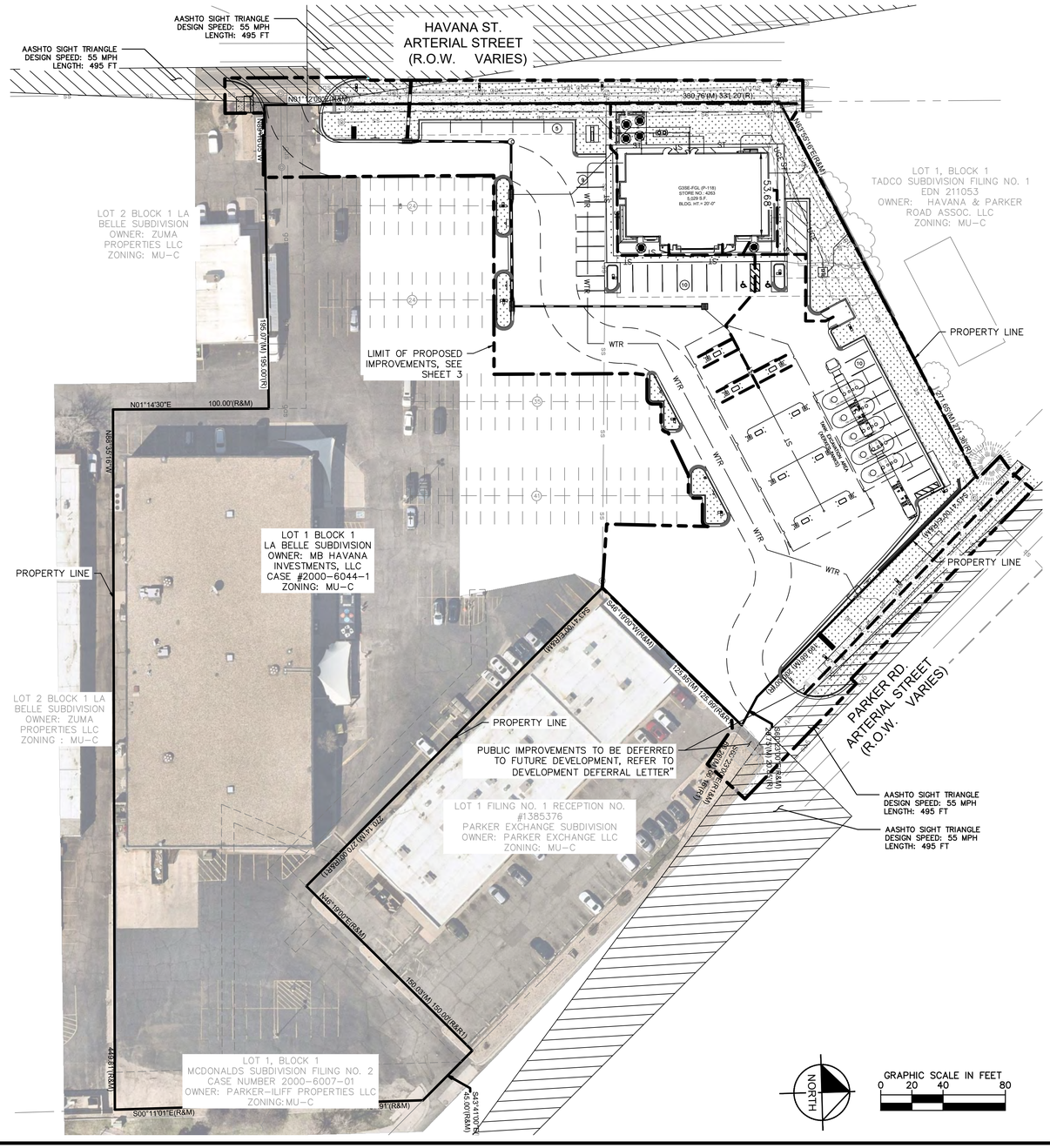
QUIKTRIP 4263

SITE PLAN AND CONDITIONAL USE

A PARCEL OF LAND IN THE SOUTHWEST $\frac{1}{4}$ SECTION SECTION 26, TOWNSHIP 4 SOUTH, RANGE 67 WEST, 6TH P.M.
COUNTY OF ARAPAHOE, STATE OF COLORADO



LEGEND:

- PROPERTY LINE
- LIMIT OF PROPOSED IMPROVEMENTS
- EXISTING EASEMENT
- PROPOSED EASEMENT
- ACCESSIBLE PATH
- 6" CURB PER COA STD DTL S7.1
- PROPOSED CONCRETE
- PROPOSED SIDEWALK
- PROPOSED LANDSCAPE
- AASHTO SIGHT TRIANGLE
- (XX) NUMBER OF PROPOSED PARKING SPACES
- (XX) NUMBER OF EXISTING PARKING SPACES
- PROPOSED SITE LIGHTING
- EXISTING SITE LIGHTING TO REMAIN
- PROPOSED STORM INLET
- PROPOSED MANHOLE
- EXISTING TREE TO REMAIN

PARKING COUNT:

LOT 1 PROPERTY EXISTING (TOTAL):	
STANDARD	287
ADA	4
LOT 1 PROPERTY PROPOSED	
STANDARD STALLS	214
ADA	4
IMPROVEMENT AREA	
EXISTING STANDARD STALLS	113
EXISTING ADA STALLS	2
	TOTAL: 115
PROPOSED PARALLEL STANDARD STALLS	5
PROPOSED STANDARD 90 DEGREE STALLS	27
PROPOSED ADA STALLS	2
	TOTAL: 34

SUBAREA A FRONTAGE SUMMARY:

HAVANA ST. FRONTAGE	295.90 FT
PARKER ROAD FRONTAGE	178.55 FT
TOTAL FRONTAGE	474.45 FT
ALLOWABLE SURFACE PARKING FRONTAGE	25%
ALLOWABLE FOR SITE	118 FT
PROPOSED SURFACE PARKING FRONTAGE (5 PARALLEL PARKING SPOTS)	101 FT

SITE PLAN NOTES

1. THE DEVELOPER IS RESPONSIBLE FOR SIGNING AND STRIPING ALL PUBLIC STREETS. THE DEVELOPER IS REQUIRED TO PLACE TRAFFIC CONTROL, STREET NAME, AND GUIDE SIGNS ON ALL PUBLIC STREETS AND PRIVATE STREETS APPROACHING AN INTERSECTION WITH A PUBLIC STREET. SIGNS SHALL BE FURNISHED AND INSTALLED PER THE MOST CURRENT EDITIONS OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) AND CITY STANDARDS, AND SHOWN ON THE SIGNING AND STRIPING PLAN FOR THE DEVELOPMENT.

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6200 S South Syracuse Way #300
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QUIKTRIP 4263
PARKER RD. & HAVANA
SITE PLAN
OVERALL SITE PLAN

PRELIMINARY
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Kimley-Horn and Associates, Inc.

PROJECT NO.
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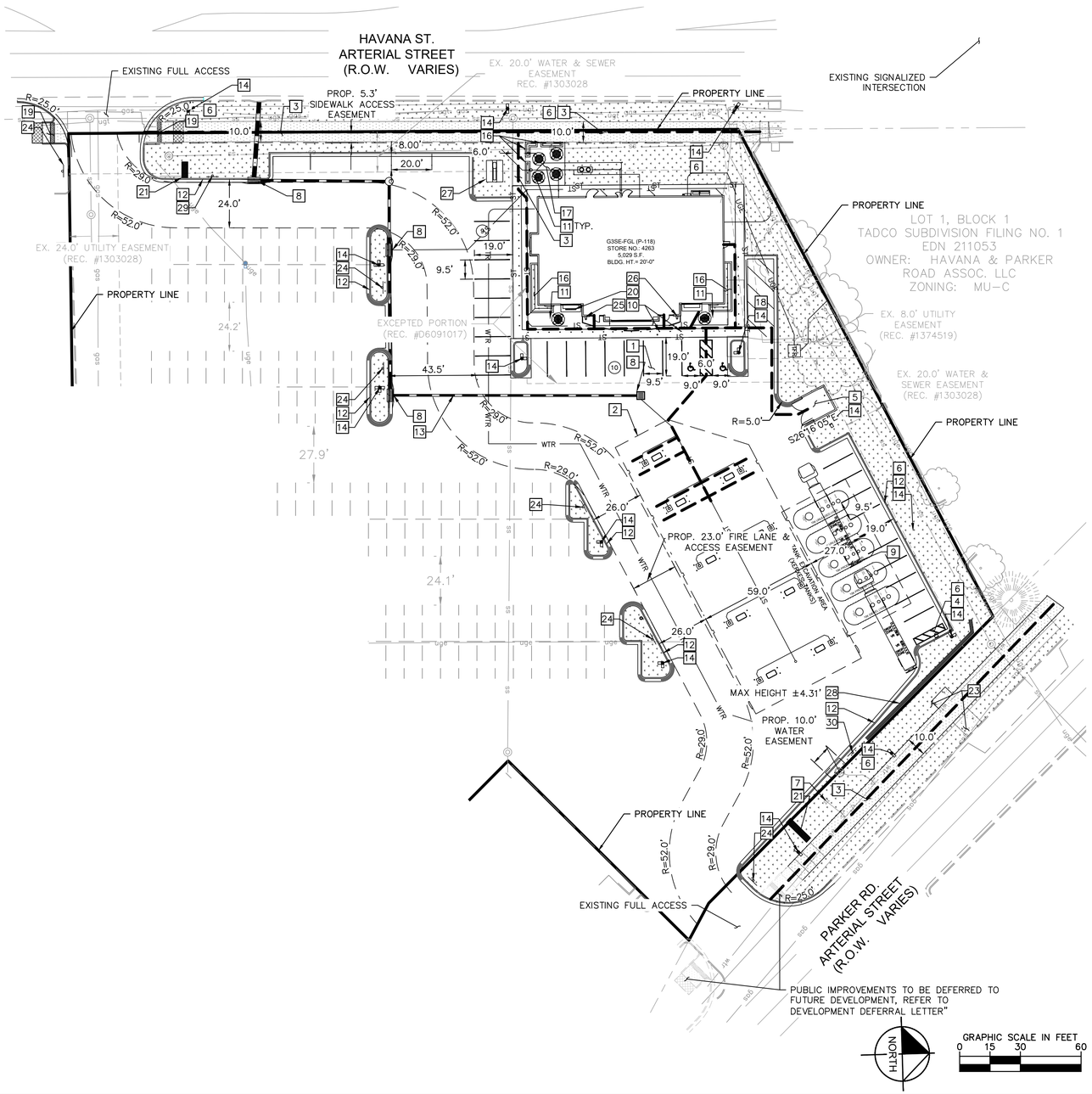
QUIKTRIP 4263

SITE PLAN AND CONDITIONAL USE

A PARCEL OF LAND IN THE SOUTHWEST $\frac{1}{4}$ SECTION SECTION 26, TOWNSHIP 4 SOUTH, RANGE 67 WEST, 6TH P.M.
COUNTY OF ARAPAHOE, STATE OF COLORADO



LEGEND:

- PROPERTY LINE
- EXISTING EASEMENT
- PROPOSED EASEMENT
- ACCESSIBLE PATH
- 6" VERTICAL CURB PER COA STD DTL S7.1
- PROPOSED CONCRETE
- PROPOSED SIDEWALK
- PROPOSED LANDSCAPE
- (XX) NUMBER OF PROPOSED PARKING SPACES
- (XX) NUMBER OF EXISTING PARKING SPACES
- PROPOSED SITE LIGHTING
- EXISTING SITE LIGHTING TO REMAIN
- PROPOSED STORM INLET
- PROPOSED STORM MANHOLE
- EXISTING TREE TO REMAIN

GENERAL NOTES:

1. DIMENSIONS ARE TO FACE OF CURB UNLESS OTHERWISE NOTED.
2. SIGNS TO COMPLY WITH MUTCD LATEST EDITION, UNLESS NOTED.
3. ALL PROPOSED PARKING STALLS ARE 90 DEGREES, 9.5' WIDE AND 18' LONG UNLESS OTHERWISE NOTED.
4. ALL ABOVE GRADE UTILITY BOXES SHALL BE PER THE UTILITY PROVIDER.
5. LANDSCAPING SHALL BE PROVIDED PER THE LANDSCAPE PLAN.
6. REFER TO LIGHTING AND PHOTOMETRIC PLANS FOR SITE LIGHT DETAILS
7. THE DEVELOPER IS RESPONSIBLE FOR SIGNING AND STRIPING ALL PUBLIC STREETS. THE DEVELOPER IS REQUIRED TO PLACE TRAFFIC CONTROL, STREET NAME, AND GUIDE SIGNS ON ALL PUBLIC STREETS AND PRIVATE STREETS APPROACHING AN INTERSECTION WITH A PUBLIC STREET. SIGNS SHALL BE FURNISHED AND INSTALLED PER THE MOST CURRENT EDITIONS OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) AND CITY STANDARDS, AND SHOWN ON THE SIGNING AND STRIPING PLAN FOR THE DEVELOPMENT.

SITE PLAN NOTES:

1. VAN ACCESSIBLE PARKING
2. FUEL CANOPY
3. PROPOSED SIDEWALK, WIDTH PER PLAN
4. AIR STATION (REFER TO SHEET 12)
5. TRASH ENCLOSURE
6. LANDSCAPE AREA (REFER TO LANDSCAPE PLANS)
7. EXISTING FIRE HYDRANT ASSEMBLY
8. STORM INLET (REFER TO GRADING PLAN)
9. UNDERGROUND FUEL TANKS (5-15,000 GAL)
10. ADA PARKING SIGNAGE (REFER TO SHEET 12)
11. OUTDOOR SEATING (REFER TO SHEET 12)
12. CONCRETE CURB & GUTTER
13. STORM SEWER MANHOLE
14. SITE LIGHT
15. EXISTING MULTI-TENANT SIGNAGE TO REMAIN, TYPE PER PLAN
16. LANDSCAPE PLANTER (TYP.) (REFER TO LANDSCAPE PLANS)
17. 431 SF PATIO AREA W/ PATTERNED CONCRETE
18. 16' X 40' LOADING SPACE
19. PROPOSED ACCESSIBLE RAMP
20. BIKE RACK (REFER TO SHEET 13)
21. RELOCATED MULTI-TENANT MONUMENT SIGN (REFER TO SIGNAGE PLAN)
22. NOT USED
23. RELOCATED BUS STOP PAD AND LOADING AREA
24. PROPOSED "NO PARKING" FIRE LANE SIGNAGE (REFER TO SHEET 12)
25. EMERGENCY FUEL SHUTOFF SWITCH (REFER TO SHEET 13)
26. KNOX BOX
27. PROPOSED SINGLE TENANT MONUMENT SIGN
28. PROPOSED WALL (REFER TO SHEET 5)
29. PROPOSED "FIRE LANE CONNECTS TO HAVANA" SIGNAGE (REFER TO SHEET 12)
30. PROPOSED "FIRE LANE CONNECTS TO PARKER" SIGNAGE (REFER TO SHEET 12)

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Kimley»Horn
2024 KIMLEY-HORN AND ASSOCIATES, INC.
6200 S South Syracuse Way #300
Greenwood Village, Colorado 80111 (303) 228-2300

DESIGNED BY: SAM
DRAWN BY: SPD
CHECKED BY: SAM
DATE: 08/30/24

QUIKTRIP 4263
PARKER RD. & HAVANA
SITE PLAN
DETAILED SITE PLAN

PRELIMINARY
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Kimley»Horn
Kimley-Horn and Associates, Inc.

PROJECT NO.
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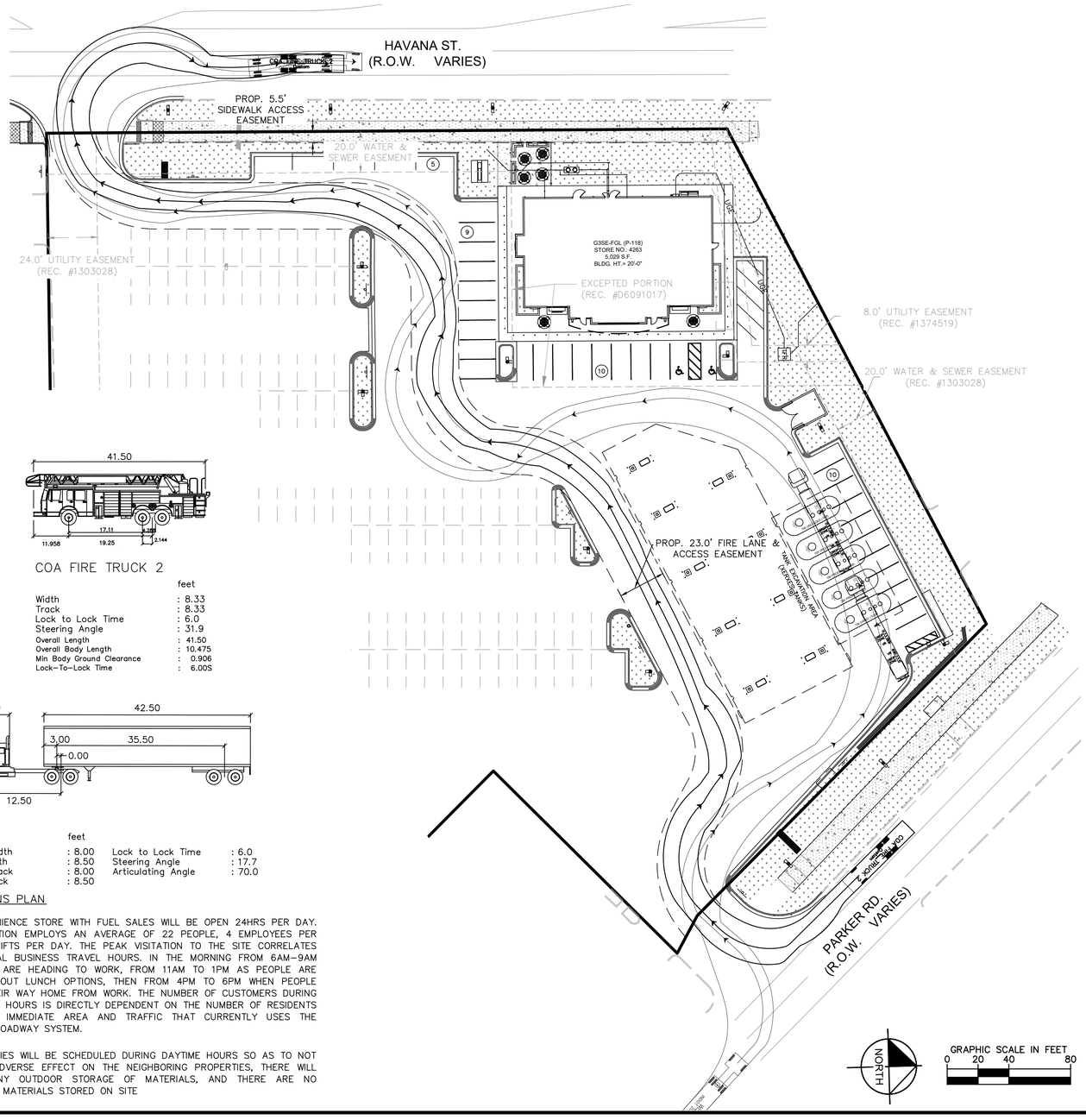
QUIKTRIP 4263

SITE PLAN AND CONDITIONAL USE

A PARCEL OF LAND IN THE SOUTHWEST $\frac{1}{4}$ SECTION SECTION 26, TOWNSHIP 4 SOUTH, RANGE 67 WEST, 6TH P.M.
COUNTY OF ARAPAHOE, STATE OF COLORADO



COA FIRE TRUCK 2

	feet
Width	: 8.33
Track	: 8.33
Lock to Lock Time	: 6.0
Steering Angle	: 31.9
Overall Length	: 41.50
Overall Body Length	: 10.475
Min Body Ground Clearance	: 0.906
Lock-To-Lock Time	: 6.00S

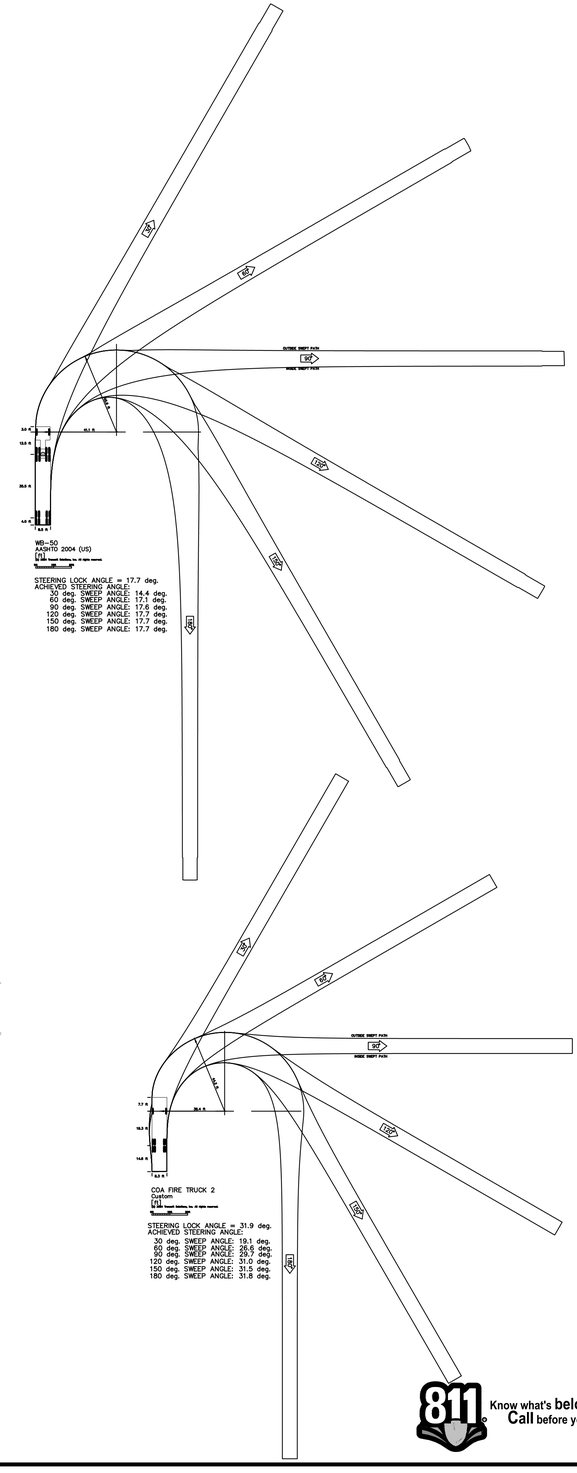
WB-50

	feet		
Tractor Width	: 8.00	Lock to Lock Time	: 6.0
Trailer Width	: 8.50	Steering Angle	: 17.7
Tractor Track	: 8.00	Articulating Angle	: 70.0
Trailer Track	: 8.50		

OPERATIONS PLAN

THE CONVENIENCE STORE WITH FUEL SALES WILL BE OPEN 24HRS PER DAY. EACH LOCATION EMPLOYS AN AVERAGE OF 22 PEOPLE, 4 EMPLOYEES PER SHIFT, 3 SHIFTS PER DAY. THE PEAK VISITATION TO THE SITE CORRELATES WITH NORMAL BUSINESS TRAVEL HOURS. IN THE MORNING FROM 6AM-9AM AS PEOPLE ARE HEADING TO WORK, FROM 11AM TO 1PM AS PEOPLE ARE SEARCHING OUT LUNCH OPTIONS, THEN FROM 4PM TO 6PM WHEN PEOPLE ARE ON THEIR WAY HOME FROM WORK. THE NUMBER OF CUSTOMERS DURING THESE PEAK HOURS IS DIRECTLY DEPENDENT ON THE NUMBER OF RESIDENTS WITHIN THE IMMEDIATE AREA AND TRAFFIC THAT CURRENTLY USES THE ADJACENT ROADWAY SYSTEM.

ALL DELIVERIES WILL BE SCHEDULED DURING DAYTIME HOURS SO AS TO NOT HAVE AN ADVERSE EFFECT ON THE NEIGHBORING PROPERTIES, THERE WILL NOT BE ANY OUTDOOR STORAGE OF MATERIALS, AND THERE ARE NO HAZARDOUS MATERIALS STORED ON SITE



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Greenwood Village, Colorado 80111 (303) 228-2300

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QUIKTRIP 4263
PARKER RD. & HAVANA
SITE PLAN
OPERATIONS PLAN

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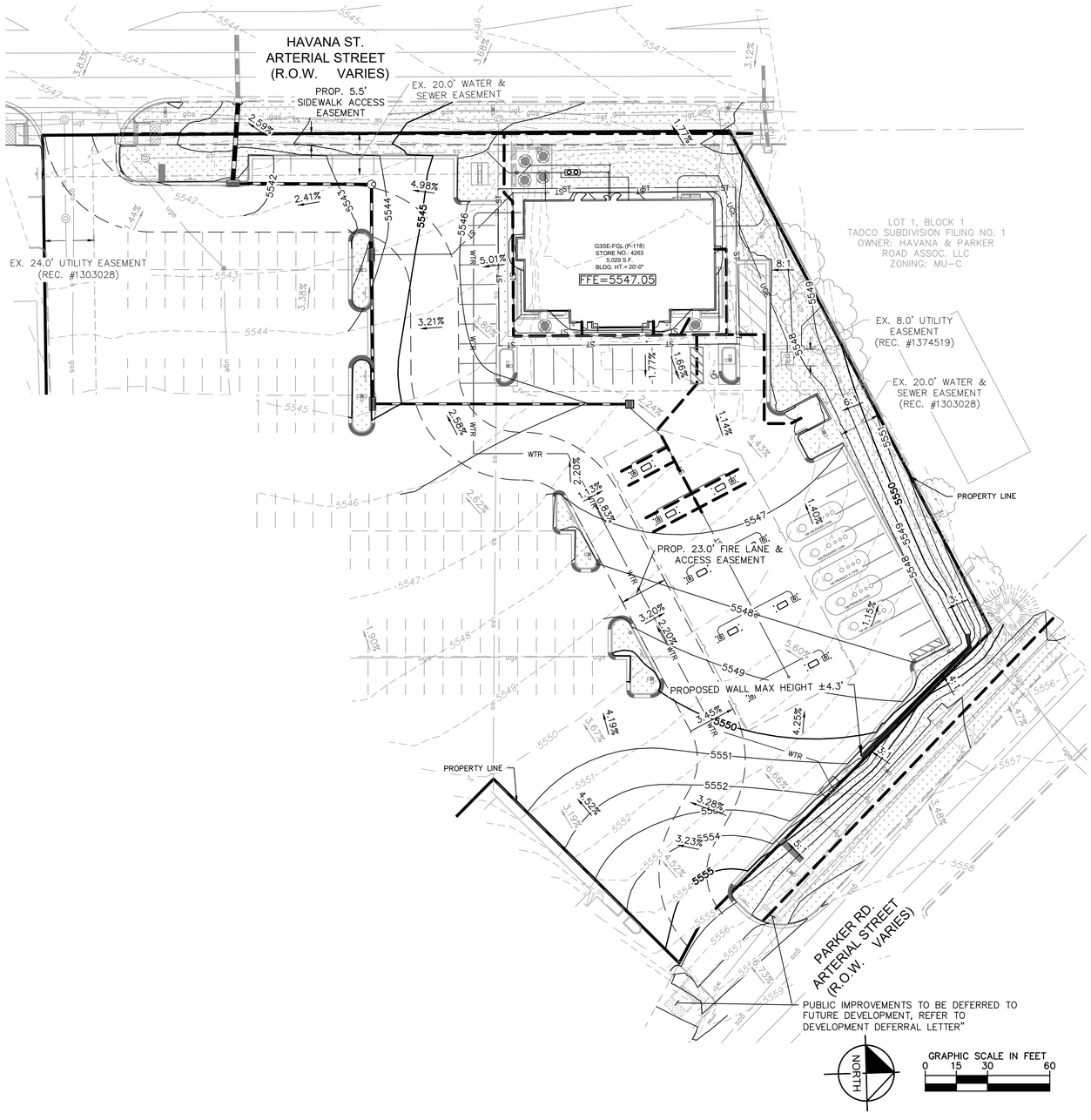
QUIKTRIP 4263

SITE PLAN AND CONDITIONAL USE

A PARCEL OF LAND IN THE SOUTHWEST $\frac{1}{4}$ SECTION SECTION 26, TOWNSHIP 4 SOUTH, RANGE 67 WEST, 6TH P.M.
COUNTY OF ARAPAHOE, STATE OF COLORADO



LEGEND:

- PROPERTY LINE
- EXISTING EASEMENT
- PROPOSED EASEMENT
- PROPOSED CURB & GUTTER
- ACCESSIBLE PATH
- 5499 PROPOSED CONTOUR
- 5499 EXISTING CONTOUR
- WTR PROPOSED WATER LINE
- SS PROPOSED SANITARY SEWER
- ST PROPOSED STORM LINE
- PROPOSED STORM
- X.XX% PROPOSED FLOW PATH
- X.XX% EXISTING FLOW PATH
- PROPOSED INLET
- PROPOSED MANHOLE

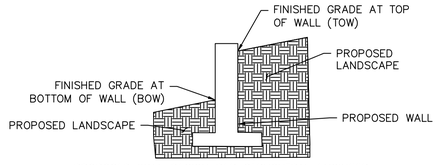
GENERAL NOTES:

1. MINIMUM SLOPE ON UNPAVED AREAS IS 2% MINIMUM SLOPE ON ASPHALT IS 1% AND MINIMUM SLOPE ON CONCRETE IS 0.5%.
2. THE MAXIMUM SLOPE WITHIN ROW IS 4:1, THE MAXIMUM SLOPE FOR PROPERTY OUTSIDE OF THE ROW IS 3:1.
3. THE SLOPE AWAY FROM THE BUILDING IN NON-PAVED AREAS SHALL HAVE A MINIMUM GRADE OF FIVE (5) PERCENT FOR THE FIRST TEN FEET OR TO THE PROPERTY LINE, WHICHEVER OCCURS FIRST, THEN A MINIMUM OF ONE & ONE HALF (1.50) PERCENT UNTIL THE SLOPE REACHES THE SWALE AROUND THE BUILDING. IF PHYSICAL OBSTRUCTIONS OR LOT LINES PROHIBIT THE TEN FEET OF HORIZONTAL DISTANCE, A FIVE (5) PERCENT SLOPE SHALL BE PROVIDED TO AN APPROVED ALTERNATIVE METHOD OF DIVERTING STORM RUNOFF AWAY FROM THE FOUNDATION. IMPERVIOUS SURFACES WITHIN TEN FEET OF THE BUILDING FOUNDATION SHALL BE SLOPED A MINIMUM OF TWO (2) PERCENT AWAY FROM THE BUILDING.
4. THE MAXIMUM PERMISSIBLE LONGITUDINAL GRADE FOR FIRE LANES IS 10%. THE MAXIMUM TRANSVERSE GRADE FOR A FIRE LANE IS FOUR (4) PERCENT WITH A RESULTANT MAXIMUM SLOPE OF TEN PERCENT.
5. THE RESULTANT GRADE IN ANY DIRECTION WITHIN ACCESSIBLE PARKING AREAS SHALL NOT EXCEED TWO PERCENT.
6. THE MAXIMUM CROSS SLOPE IN AN ACCESSIBLE PATH SHALL NOT EXCEED TWO PERCENT. THE MAXIMUM LONGITUDINAL SLOPE IN AN ACCESSIBLE PATH SHALL NOT EXCEED FIVE PERCENT.
7. DETAILED LAYOUT AND DESIGN FOR PROPOSED CURB RAMPS WITHIN RIGHT OF WAY OR ALONG AN ACCESSIBLE ROUTE WILL BE COMPLETED WITH THE CIVIL PLANS.

UNADJUSTED EARTHWORK

CUT: 3,0484 CY
FILL: 1,352 CY
NET: 1,692 CY (CUT)

NOTE: EARTHWORK QUANTITIES ARE BASED ON THE PROPOSED FINISHED GRADE AND DO NOT ACCOUNT FOR SHRINK, SWELL, PAVEMENT SECTIONS OR OVER EXCAVATION.



TYPICAL WALL SECTION

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DATE: 08/30/24

QUIKTRIP 4263
PARKER RD. & HAVANA
SITE PLAN
GRADING PLAN

PRELIMINARY
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Kimley»Horn
Kimley-Horn and Associates, Inc.

PROJECT NO.
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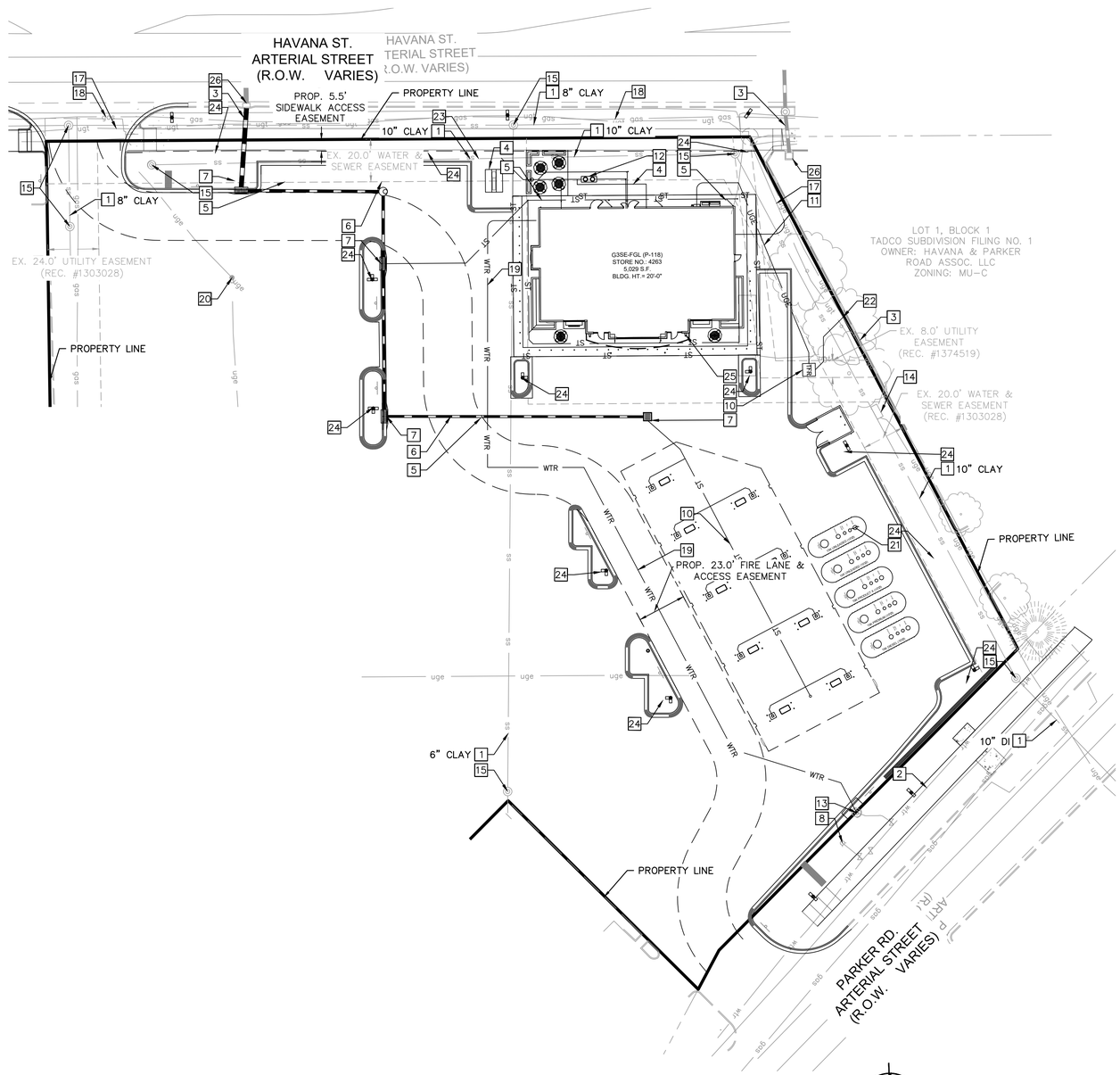
QUIKTRIP 4263

SITE PLAN AND CONDITIONAL USE

A PARCEL OF LAND IN THE SOUTHWEST $\frac{1}{4}$ SECTION SECTION 26, TOWNSHIP 4 SOUTH, RANGE 67 WEST, 6TH P.M.
COUNTY OF ARAPAHOE, STATE OF COLORADO



LEGEND:

- PROPERTY LINE
- EXISTING EASEMENT
- PROPOSED EASEMENT
- WTR — PROPOSED WATER LINE
- SS — PROPOSED SANITARY SEWER LINE
- ST — PROPOSED STORM
- PROPOSED STORM SEWER
- EXISTING STORM SEWER
- ss — EXISTING SANITARY SEWER
- gas — EXISTING GAS LINE
- ugt — EXISTING COMMUNICATION LINE
- PROPOSED SITE LIGHTING
- EXISTING SITE LIGHTING TO REMAIN
- PROPOSED STORM INLET
- PROPOSED MANHOLE
- TFR — PROPOSED TRANSFORMER

SITE PLAN NOTES:

1. EXISTING SANITARY SEWER LINE, KNOWN INFORMATION PROVIDED ON PLAN
2. EXISTING WATER MAIN
3. EXISTING STORM SEWER
4. PROPOSED SANITARY SEWER SERVICE LINE
5. PROPOSED STORM LINE
6. PROPOSED STORM SEWER MANHOLE
7. PROPOSED STORM INLET
8. EXISTING FIRE HYDRANT TO REMAIN
9. NOT USED
10. RELOCATED TRANSFORMER
11. PROPOSED ELECTRIC CONDUIT LINE
12. PROPOSED GREASE TRAP
13. PROPOSED 1.5-INCH WATER METER (IN EXISTING METER LOCATION)
14. EXISTING ELECTRICAL EQUIPMENT
15. EXISTING SANITARY SEWER MANHOLE TO REMAIN
16. NOT USED
17. EXISTING UNDERGROUND COMMUNICATION LINE
18. EXISTING GAS LINE
19. PROPOSED DOMESTIC WATER SERVICE
20. EXISTING SITE LIGHTING
21. PROPOSED BELOW GRADE FUEL TANKS
22. CONNECTION TO EXISTING ELECTRIC LINE
23. CONNECTION TO EXISTING SANITARY SEWER LINE
24. PROPOSED SITE LIGHTING
25. PROPOSED EMERGENCY FUEL SHUTOFF SWITCH
26. EXISTING STORM INLET

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Greenwood Village, Colorado 80111 (303) 228-2300

DESIGNED BY: SAM
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DATE: 08/30/24

QUIKTRIP 4263
PARKER RD. & HAVANA
SITE PLAN
UTILITY PLAN

PRELIMINARY
NOT FOR CONSTRUCTION
Kimley»Horn
Kimley-Horn and Associates, Inc.

PROJECT NO.
096888046

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QUIKTRIP 4263

SITE PLAN AND CONDITIONAL USE

A PARCEL OF LAND IN THE SOUTHWEST $\frac{1}{4}$ SECTION SECTION 26, TOWNSHIP 4 SOUTH, RANGE 67 WEST, 6TH P.M.
COUNTY OF ARAPAHOE, STATE OF COLORADO

NOT FOR CONSTRUCTION

LANDSCAPE CODE REQUIREMENTS:

ZONE: MU-C MIXED USE CORRIDOR DISTRICT
HAVANA OVERLAY DISTRICT CONDITION 1
LOT SIZE: 1.288 AC (55,757 SF)
LANDSCAPE AREA: 0.401 AC (17,468 SF)

	WIDTH	LENGTH	REQUIRED	PROVIDED
PARKING LOT PERIMETER SCREENING:				
3'-4' DOUBLE ROW OF SHRUBS 3' O.C. >50% DECIDUOUS FLOWERING SHRUBS	-	-	DOUBLE ROW SHRUBS	DOUBLE ROW SHRUBS
PARKING LOT ISLAND LANDSCAPE:				
1 TREE AND 6 SHRUBS PER 9'X19' ISLAND	5 ISLANDS	-	5 TREES AND 30 SHRUBS	5 TREES* AND 34 SHRUBS
2 TREES AND 12 SHRUBS PER 9'X38' ISLAND	4 ISLANDS	-	8 TREES AND 48 SHRUBS	8 TREES AND 74 SHRUBS
* TREE SUBSTITUTED AT A RATE OF 10 FIVE GAL SHRUBS PER TREE				
CURBSIDE LANDSCAPING / TREE LAWN ONE TREE PER 40 LF ONE SHRUB PER 40 SF				
PARKER RD.				
TREES	10'	179 LF	4 TREES	4 TREES
SHRUBS	1,858 SF	-	47 SHRUBS	50 SHRUBS
HAVANA ST.				
TREES	10'	277 LF	7 TREES	70 T.E.*
SHRUBS	2,984 SF	-	75 SHRUBS	80 SHRUBS
* TREES SUBSTITUTED AT A RATE OF 10 FIVE GAL SHRUBS PER TREE				
BUILDING PERIMETER LANDSCAPING 1 TREE EQUIVALENT (T.E.) PER 40 LF				
NORTH	-	54'	1.4 T.E.	1.4 T.E.
SOUTH	-	54'	1.4 T.E.	1.4 T.E.
EAST	-	92'	2.3 T.E.	2.4 T.E.
WEST	-	92'	2.3 T.E.	2.3 T.E.
TRASH AREA SCREENING				
EVERGREEN PLANTINGS AROUND WALL	-	-	EVERGREEN ROW	EVERGREEN ROW

HAVANA OVERLAY DISTRICT STREET PERIMETER BUFFER LANDSCAPING
TWO TREE EQUIVALENTS (T.E.) PER 40 LF OF FRONTAGE

	AMOUNT	BUFFER REQUIRED	BUFFER PROVIDED	PLANTING REQUIRED	PLANTING PROVIDED
WEST - HAVANA ST.	330 LF	9' WIDTH	5' WIDTH*	16.5 T.E.	18.8 T.E.
EAST - PARKER RD.	220 LF	9' WIDTH	16.5' WIDTH	11 T.E.	14.8 T.E.
NON-STREET BUFFER LANDSCAPING ONE TREE AND FIVE SHRUBS PER 40 LF					
NORTH	272 LF	10' WIDTH	10' - 21' WIDTH	7 TREES & 34 SHRUBS	7 EVRGRN TREES & 56 SHRUBS

*DOUBLE ROW OF SHRUBS PROVIDED BECAUSE BUFFER DEPTH REDUCED TO 5' (TABLE 4.7-2)

LANDSCAPE NOTES

1. ALL UTILITY EASEMENT SHALL REMAIN UNOBSTRUCTED AND FULLY ACCESSIBLE ALONG THEIR ENTIRE LENGTH FOR MAINTENANCE EQUIPMENT ENTRY.
2. FOUR CUBIC YARDS OF ORGANIC MATERIAL PER 1,000 SF OF LANDSCAPE AREA IS REQUIRED FOR SOIL AMENDMENT.
3. THE DEVELOPER, HIS SUCCESSORS AND ASSIGNS, SHALL BE RESPONSIBLE FOR INSTALLATION, MAINTENANCE AND REPLACEMENT OF ALL LANDSCAPING MATERIALS SHOWN OR INDICATED ON THE APPROVED SITE PLAN OR LANDSCAPE PLAN ON FILE IN THE PLANNING DEPARTMENT. ALL LANDSCAPING WILL BE INSTALLED AS DELINEATED ON THE PLAN, PRIOR TO ISSUANCE OF CERTIFICATES OF OCCUPANCY.
4. ALL LANDSCAPED AREAS AND PLANT MATERIAL, EXCEPT FOR NON-IRRIGATED NATIVE, RESTORATIVE, AND DRYLAND GRASS AREAS, MUST BE WATERED BY AN AUTOMATIC UNDERGROUND IRRIGATION SYSTEM. IRRIGATION SYSTEM DESIGN, INSTALLATION, OPERATION, AND MAINTENANCE SHALL CONFORM TO REQUIREMENTS FOUND IN THE CITY OF AURORA IRRIGATION ORDINANCE.
5. THE PROPOSED FREE STANDING LIGHTS ARE THE EVOLVE-LED SCALABLE AREA LIGHT (EASC SERIES). THE EVOLVE-EASC IS AN LED SQUARE FIXTURE MOUNTED TO A SQUARE POLE AT 25'. TYPE 4 LIGHTING DISTRIBUTION IS PROPOSED THROUGHOUT THE PROPERTY AREA, WHILE TYPE 3 LIGHTING DISTRIBUTION IS PROPOSED AT THE PERIMETER OF THE PROPERTY. LIGHTING DISTRIBUTION SHIELDS ARE USED AT SPECIFIC POLE LOCATIONS TO INHIBIT LIGHTING SPILL-OVER TO ADJACENT PROPERTIES
6. SIDEWALKS WILL BE A CONCRETE SLAB. VEHICULAR DRIVES AND PARKING LOTS WILL BE ASPHALT.
7. ALL PLANTING BEDS TO HAVE 3/4 " THICK RIVER ROCK MULCH PLACED AT A DEPTH OF 3", INCLUDING AROUND TREES AND SHRUBS
8. ALL PROPOSED LANDSCAPING WITHIN THE SIGHT TRIANGLE SHALL BE IN COMPLIANCE WITH COA ROADWAY SPECIFICATIONS, SECTION 4.04.2.10

FIRE SAFETY LANDSCAPE NOTES

1. LANDSCAPE MATERIAL PLACEMENT SHALL NOT BE PLACED OR KEPT NEAR FIRE HYDRANTS, FIRE DEPARTMENT INLET CONNECTIONS OR FIRE PROTECTION CONTROL VALVES IN A MANNER THAT WOULD PREVENT SUCH EQUIPMENT OR FIRE HYDRANTS FROM BEING IMMEDIATELY DISCERNIBLE. THE FIRE DEPARTMENT SHALL NOT BE DETERRED OR HINDERED FROM GAINING IMMEDIATE ACCESS TO FIRE PROTECTION EQUIPMENT OR HYDRANTS.
2. A 5-FOOT CLEAR SPACE SHALL BE MAINTAINED AROUND THE CIRCUMFERENCE OF FIRE HYDRANTS.
3. LANDSCAPING MATERIAL SHOWN WITHIN THE SITE PLAN CANNOT ENCROACH INTO ROADWAYS THAT ARE DEDICATED (OR DESIGNATED) AS FIRE LANE EASEMENTS (OR CORRIDORS).

WATER USAGE TABLE

WATER USAGE	SQUARE FOOTAGE	% OF TOTAL LA AREA
LOW	5,634 SF	29%
MEDIUM	13,651 SF	71%
HIGH	0 SF	0%

NATIVE SEED MIX
SEEDING RATE: 15 PLS/ACRE

COMMON NAME	PERCENTAGE
WESTERN WHEATGRASS	20%
SLENDER WHEATGRASS	20%
BLUE GRAMA	15%
BUFFALOGRASS	15%
SODAR STREAMBANK WHEATGRASS	15%
SHERMAN BIG BLUEGRASS	10%
CANADA WILDRYE	5%
TOTALS	100%

NO.	REVISION	BY	DATE	APPR.

Kimley»Horn
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QUIKTRIP 4263
PARKER RD. & HAVANA
SITE PLAN
LANDSCAPE SCHEDULES

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QUIKTRIP 4263

SITE PLAN AND CONDITIONAL USE

A PARCEL OF LAND IN THE SOUTHWEST $\frac{1}{4}$ SECTION SECTION 26, TOWNSHIP 4 SOUTH, RANGE 67 WEST, 6TH P.M.
COUNTY OF ARAPAHOE, STATE OF COLORADO

NOT FOR CONSTRUCTION

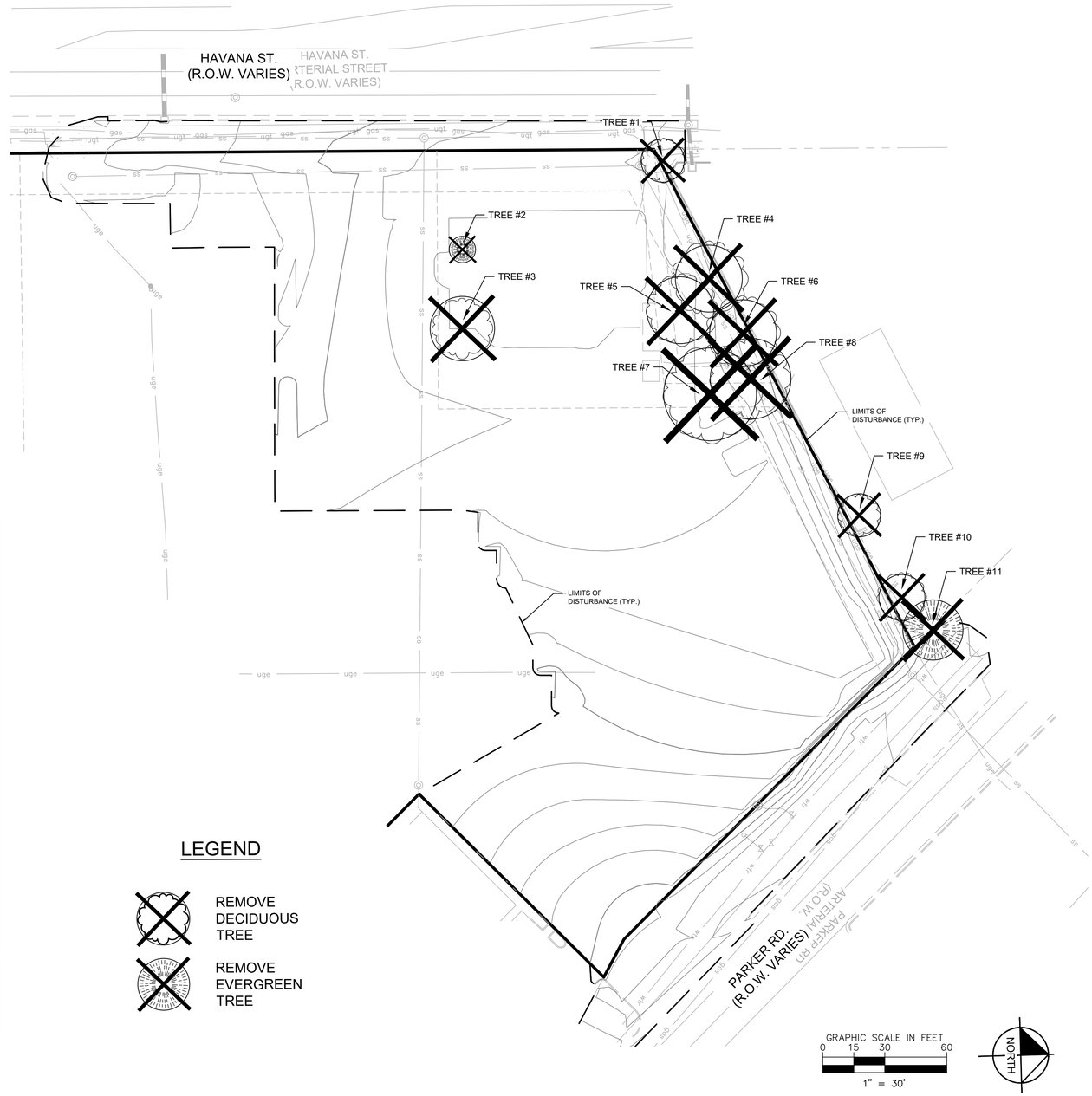
TREE OBSERVATIONS

TREE #	SPECIES	DIAMETER	MITIGATION VALUE	COMMENTS
1	TBD	TBD	TBD	AMOUNT TO BE PAID TO CITY OF AURORA TREE PLANTING FUND
2	TBD	TBD	TBD	AMOUNT TO BE PAID TO CITY OF AURORA TREE PLANTING FUND
3	TBD	TBD	TBD	AMOUNT TO BE PAID TO CITY OF AURORA TREE PLANTING FUND
4	TBD	TBD	TBD	AMOUNT TO BE PAID TO CITY OF AURORA TREE PLANTING FUND
5	TBD	TBD	TBD	AMOUNT TO BE PAID TO CITY OF AURORA TREE PLANTING FUND
6	TBD	TBD	TBD	AMOUNT TO BE PAID TO CITY OF AURORA TREE PLANTING FUND
7	TBD	TBD	TBD	AMOUNT TO BE PAID TO CITY OF AURORA TREE PLANTING FUND
8	TBD	TBD	TBD	AMOUNT TO BE PAID TO CITY OF AURORA TREE PLANTING FUND
9	TBD	TBD	TBD	AMOUNT TO BE PAID TO CITY OF AURORA TREE PLANTING FUND
10	TBD	TBD	TBD	AMOUNT TO BE PAID TO CITY OF AURORA TREE PLANTING FUND
11	TBD	TBD	TBD	AMOUNT TO BE PAID TO CITY OF AURORA TREE PLANTING FUND
		TOTAL :	$$$	

TREE PROTECTION NOTES

1. *PRIOR TO THE BEGINNING OF CONSTRUCTION, ESTABLISH THE TREE PROTECTION ZONE BY INSTALLING TREE PROTECTION FENCING AROUND ALL EXISTING TREES TO REMAIN. LOCATE FENCING AT THE OUTSIDE OF THE DRIP LINE OF THE TREES OR AT A DISTANCE FROM THE TREE TRUNK OF ONE(1) FOOT OF RADIUS FOR EVERY INCH OF TRUNK DIAMETER, WHICHEVER IS GREATER. FOR GROUPS OF TREES, THE MINIMUM DISTANCE BETWEEN THE TREE TRUNK AND THE FENCING SHALL BE ONE(1) FOOT FOR EACH INCH OF TRUNK DIAMETER. FOLLOWING INSTALLATION OF FENCING, REQUEST INSPECTION BY THE CITY OF AURORA PARKS & FORESTRY DIVISION (303-739-7177) OR AUTHORIZED DESIGNEE.*
2. *TREE PROTECTION FENCING SHALL BE 4' HEIGHT, ORANGE MESH FENCING ATTACHED TO "T" POSTS. FENCING SHALL BE INSPECTED AND MAINTAINED DAILY.*
3. *CONTRACTORS SHALL BE RESPONSIBLE FOR ALL OF THEIR WORKERS, SUBCONTRACTORS AND SUPPLIERS UNDER THIS REQUIREMENT. WITHIN THE TREE PROTECTION ZONE, THE FOLLOWING CONSTRUCTION ACTIVITIES SHALL NOT BE ALLOWED EXCEPT AS NECESSARY TO EXECUTE DETAILS TP-2.0, 2.1, 3.1 & 3.2:*
   - *A. EQUIPMENT USE AND STORAGE*
   - *B. MATERIAL DELIVERY OR STORAGE*
   - *C. VEHICLE TRAFFIC, PARKING, USE OR STORAGE*
   - *D. SPREADING, EXCAVATING, COMPACTING OR STOCKPILING OF SOIL*
   - *E. CONCRETE WASH-OUT AREAS AND RUN-OFF FROM CONCRETE WASH-OUT AREAS*
   - *F. FOOT TRAFFIC*
   - *G. RUN-OFF CONTAINING HARMFUL LIQUIDS SUCH AS OIL, GAS, PAINT, SOLVENTS, FERTILIZER, ASPHALT, MORTAR, TAR OR SIMILAR MATERIALS*
4. *VIOLATION OF THE TREE PROTECTION ZONE SHALL RESULT IN A FINE OF $500 PER INCIDENCE AND MAY BE INCREASED BASED ON THE PERCENTAGE OF THE ZONE AFFECTED MULTIPLIED BY THE FULL VALUE OF THE TREE (OR TREES) ESTABLISHED PRIOR TO CONSTRUCTION. IF MORE THAN 30% OF THE TREE PROTECTION ZONE IS DAMAGED, THE FINE SHALL BE THE FULL VALUE OF THE ADJACENT TREE (OR TREES). FOR THE PURPOSE OF THESE REQUIREMENTS, CONSTRUCTION FENCING (LOCATED AT THE LIMITS OF CONSTRUCTION) SHALL BE TREATED AS TREE PROTECTION FENCING AND SHALL ESTABLISH A TREE PROTECTION ZONE FOR NEARBY TREES.*
5. *DAMAGE TO THE MAIN TRUNKS OF TREES IS PROHIBITED. DAMAGE NOT PREVIOUSLY DOCUMENTED SHALL RESULT IN A FINE BASED ON THE PERCENTAGE OF THE CIRCUMFERENCE AFFECTED. DAMAGE GREATER THAN 30% OF THE CIRCUMFERENCE OR AFFECTING THE STRUCTURAL INTEGRITY OF THE TREE WILL RESULT IN A FINE EQUAL TO THE FULL VALUE OF THE TREE.*
6. *LIMB REMOVAL IS PROHIBITED, UNLESS APPROVED PRIOR TO CONSTRUCTION OR AS AUTHORIZED BY THE CITY OF AURORA PARKS & FORESTRY DIVISION. LIMB REMOVAL, IF APPROVED, SHALL BE DONE PRIOR TO THE START OF CONSTRUCTION. DAMAGED BRANCHES SHALL BE PRUNED WITHIN 10 DAYS OF THE OCCURRENCE UTILIZING ANSI A300 STANDARDS. UNAUTHORIZED LIMB DAMAGE OR REMOVAL CAN RESULT IN A FINE OF $500 PER BRANCH AS MAY BE DETERMINED BY THE CONSTRUCTION MANAGER OR HIS FORESTRY CONSULTANT. LIMB REMOVAL AND ALL OTHER APPROVED PRUNING SHALL BE PERFORMED BY A PROFESSIONAL COMPANY THAT IS LICENSED BY THE CITY OF AURORA FORESTRY DIVISION.*
7. *IF ROOTS GREATER THAN ONE(1) INCH DIAMETER REQUIRE CUTTING/REMOVAL, A CLEAN CUT SHALL BE ACCOMPLISHED USING A SHARP HAND TOOL. A MAXIMUM OF TWO(2) 3-INCH DIAMETER ROOTS PER TREE ARE PERMITTED FOR REMOVAL. THE REMOVAL OF ADDITIONAL ROOTS 3-INCHES OR GREATER IN DIAMETER REQUIRES APPROVAL OF THE CITY FORESTER OR AUTHORIZED DESIGNEE.*
8. *EXISTING TREES DAMAGED BY CONSTRUCTION ACTIVITIES SHALL BE IMMEDIATELY REPAIRED AND IF DAMAGED BEYOND REPAIR, REPLACED PER THE MITIGATION SPECIFICATIONS OUTLINED IN SECTION IV, SUBSECTION A, ITEM 3 OF THE TREE PRESERVATION POLICY. THE MITIGATION PLAN FOR THESE TREES SHALL FOLLOW THAT APPROVED THROUGH THE SITE PLAN SUBMITTAL.*

AURORA	*City of Aurora* *Parks, Recreation & Open Space Dept.* *Date: October 2020*	*TREE PROTECTION NOTES*	***PROS TP-1.0***



LEGEND

REMOVE DECIDUOUS TREE

REMOVE EVERGREEN TREE

GRAPHIC SCALE IN FEET
0 15 30 60
1" = 30'

NORTH

NO.	REVISION	BY	DATE	APPR.

Kimley»Horn
2024 KIMLEY-HORN AND ASSOCIATES, INC.
6200 S South Syracuse Way #300
Greenwood Village, Colorado 80111 (303) 228-2300

DESIGNED BY: AMC
DRAWN BY: AMC
CHECKED BY: CPH
DATE: 12/13/2024

QUIKTRIP 4263
PARKER RD. & HAVANA
SITE PLAN
TREE MITIGATION PLAN

PRELIMINARY
NOT FOR CONSTRUCTION
Kimley»Horn
Kimley-Horn and Associates, Inc.

PROJECT NO.
096888046

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QUIKTRIP 4263

SITE PLAN AND CONDITIONAL USE

A PARCEL OF LAND IN THE SOUTHWEST $\frac{1}{4}$ SECTION SECTION 26, TOWNSHIP 4 SOUTH, RANGE 67 WEST, 6TH P.M.
COUNTY OF ARAPAHOE, STATE OF COLORADO

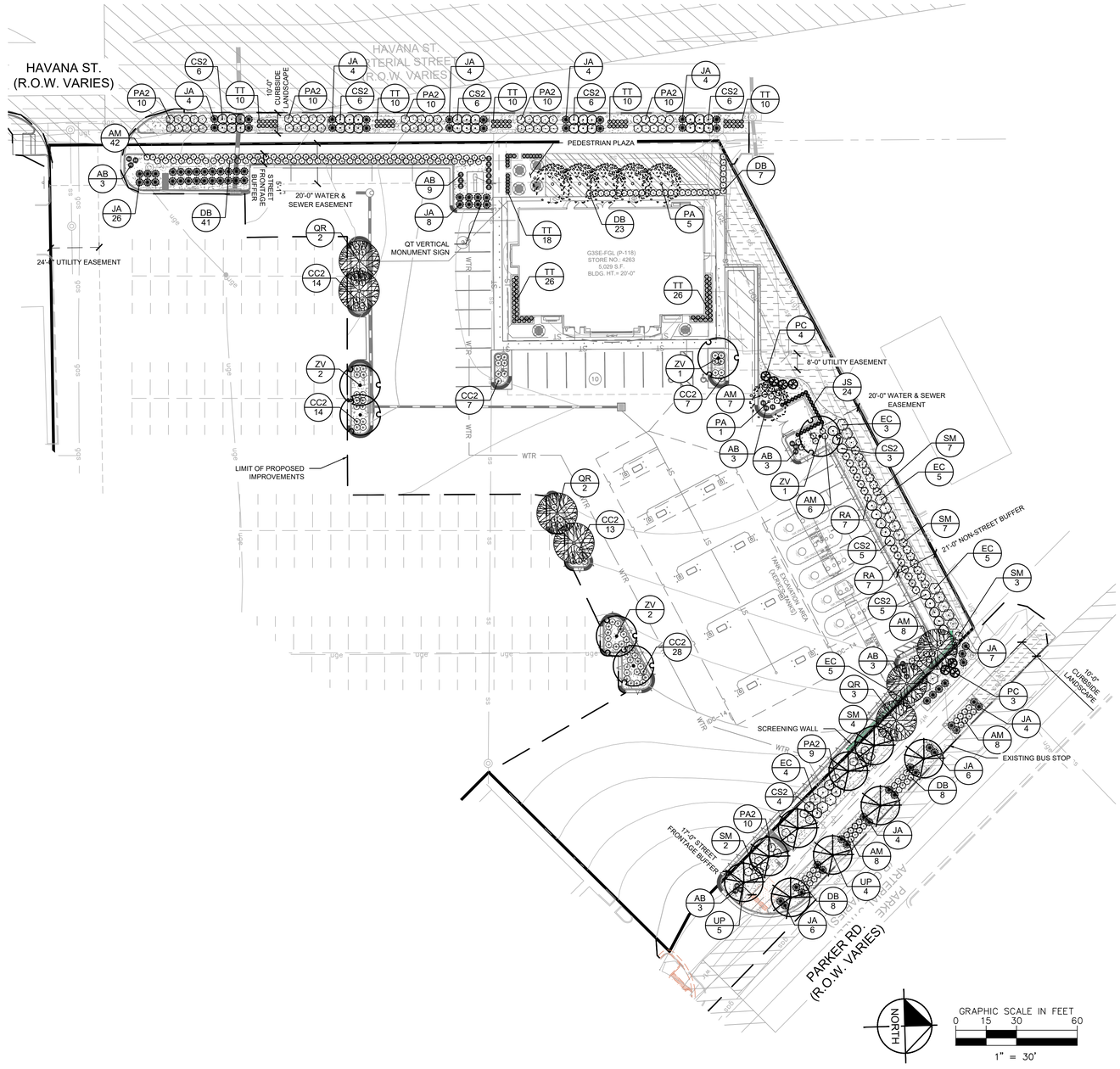
NOT FOR CONSTRUCTION

LANDSCAPE NOTES

1. *ALL PROPOSED LANDSCAPING WITHIN THE SIGHT TRIANGLE SHALL BE IN COMPLIANCE WITH COA ROADWAY SPECIFICATIONS, SECTION 4.04.2.10'*

Landscape Schedule

SYMBOL	CODE	QTY	COMMON / BOTANICAL NAME	CONT	CAL	SIZE
TREES						
	PA	6	ARISTOCRAT CALLERY PEAR PYRUS CALLERYANA `ARISTOCRAT` TM	B & B	2" CAL MIN	8` - 10` HT. MIN.
	UP	9	LACEBARK ELM ULMUS PARVIFOLIA	B & B	2.5" CAL MIN	10` - 12` HT. MIN.
	QR	7	NORTHERN RED OAK QUERCUS RUBRA	B & B	2.5" CAL MIN	10` - 12` HT. MIN.
	ZV	6	VILLAGE GREEN JAPANESE ZELKOVA ZELKOVA SERRATA 'VILLAGE GREEN'	B & B	2.5" CAL MIN	10` - 12` HT. MIN.
EVERGREEN TREES						
	PC	7	CUPRESSINA NORWAY SPRUCE PICEA ABIES 'CUPRESSINA'	B & B		6` HT MIN
SYMBOL	CODE	QTY	COMMON / BOTANICAL NAME	CONT	SPACING	SIZE
DECIDUOUS SHRUBS						
	RA	14	ALPINE CURRANT RIBES ALPINUM	5 GAL	SEE PLAN	18" HT MIN
	CC2	83	BLUE MIST SPIREA "DARK KNIGHT" CARYOPTERIS CLANDONENSIS	5 GAL	SEE PLAN	18" FULL
	EC	22	COMPACT BURNING BUSH EUONYMUS ALATUS 'COMPACTUS'	5 GAL	SEE PLAN	24" FULL
	SM	23	DWARF KOREAN LILAC SYRINGA MEYERI 'PALIBIN'	5 GAL	SEE PLAN	24" FULL
	PA2	69	RUSSIAN SAGE PEROVSKIA ATRIPLICIFOLIA	5 GAL	SEE PLAN	18" HT MIN
EVERGREEN SHRUBS						
	JA	81	ARCADIA JUNIPER JUNIPERUS SABINA 'ARCADIA'	5 GAL	SEE PLAN	24" SPRD. MIN.
	DB	87	BRIGGS MOONLIGHT DAPHNE DAPHNE X BURKWOODII 'BRIGGS MOONLIGHT'	5 GAL	SEE PLAN	
	AM	79	MANZANITA 'PANCHITO' ARCTOSTAPHYLOS MANZANITA	5 GAL	SEE PLAN	18" FULL
	JS	24	SKYROCKET JUNIPER JUNIPERUS SCOPULORUM 'SKYROCKET'	5 GAL	SEE PLAN	36" HT MIN
	CS2	47	SPANISH GOLD BROOM CYTISUS PURGANS `SPANISH GOLD`	5 GAL	SEE PLAN	36" FULL
	TT	120	TATER TOT ARBORVITAE THUJA OCCIDENTALIS 'TATER TOT'	5 GAL	SEE PLAN	
ORNAMENTAL GRASSES						
	AB	24	BLUE AVENA HELICTOTRICHON SEMPERVIRENS	1 GAL	SEE PLAN	12" HT MIN
SYMBOL	CODE	QTY	COMMON / BOTANICAL NAME	CONT	SIZE	SPACING
GROUND COVERS						
	R	13,651 SF	2"-3" ROCK COBBLE MULCH RIVER ROCK MULCH	-	ROCK	-
	BD2	1,611 SF	BUFFALO GRASS SEED BOUTELOUA DACTYLOIDES	SEED		
	NS	4,023 SF	LOWLAND SEED NATIVE SHORTGRASS SEED MIX	SEED	-	-



NO.	REVISION	BY	DATE	APPR.

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DESIGNED BY: AMC
DRAWN BY: AMC
CHECKED BY: CPH
DATE: 12/13/2024

QUIKTRIP 4263
PARKER RD. & HAVANA
SITE PLAN
LANDSCAPE PLAN

PRELIMINARY
NOT FOR CONSTRUCTION
Kimley»Horn
Kimley-Horn and Associates, Inc.

PROJECT NO.
096888046

DRAWING NAME
MUNICIPALITY

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QUIKTRIP 4263

SITE PLAN AND CONDITIONAL USE

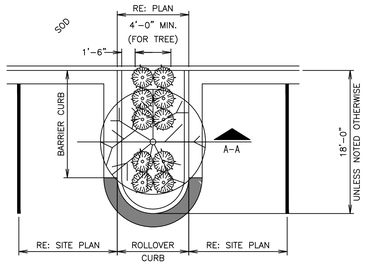
A PARCEL OF LAND IN THE SOUTHWEST $\frac{1}{4}$ SECTION SECTION 26, TOWNSHIP 4 SOUTH, RANGE 67 WEST, 6TH P.M.
COUNTY OF ARAPAHOE, STATE OF COLORADO

NOT FOR CONSTRUCTION

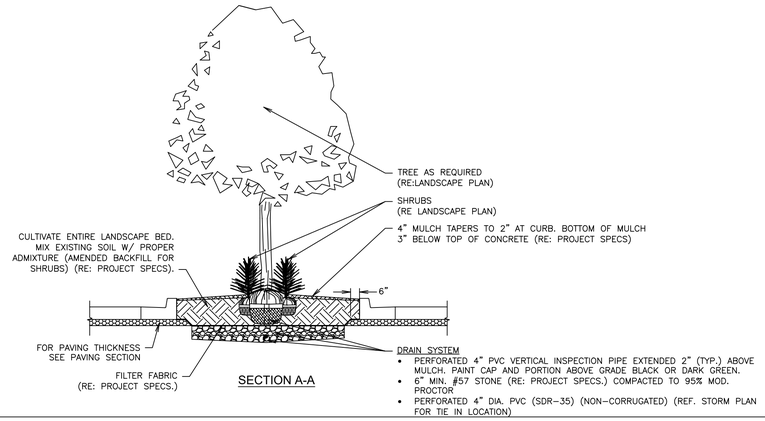
RE: LANDSCAPE PLAN FOR SHRUB PLACEMENT AND QUANTITY.

LANDSCAPE PARKING ISLANDS ARE TO BE IRRIGATED WITH A DRIP LINE SYSTEM. A SPRAY OR ROTARY HEAD SPRINKLER SYSTEM IS NOT AN ACCEPTABLE IRRIGATION METHOD FOR LANDSCAPE PARKING ISLANDS. (RE: PROJECT SPECS.)

RE: STORM PLAN TO DETERMINE IF USE OF LANDSCAPE BED DRAIN PIPE IS REQUIRED

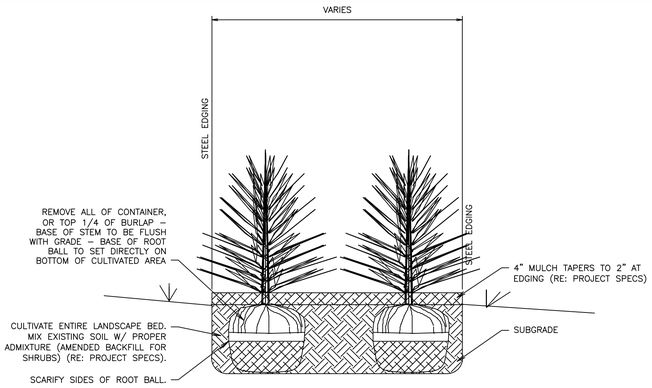


PLAN

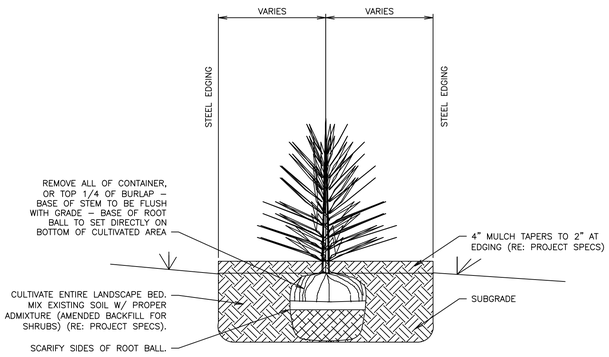


SECTION A-A

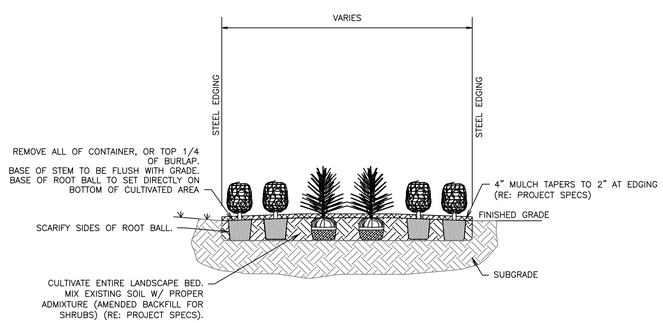
L1	PARKING ISLAND W/ SHRUBS & TREE LANDSCAPE DETAIL (ADJACENT TO CURB & GUTTER)
NTS	SN: LD012A011



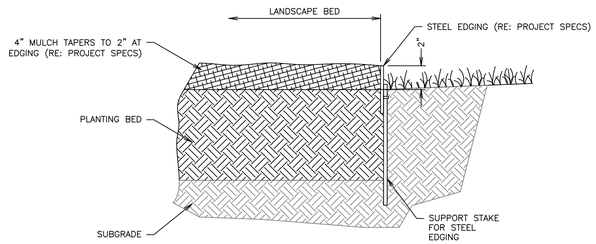
A11	SHRUB SCREENING SECTION B-B
NTS	SN: LD005A004



F1	SINGLE SHRUB SCREENING SECTION B-B
NTS	SN: LD026A001



F6	SHRUB PLANTING SECTION A-A
NTS	SN: LD003A005



F11	LANDSCAPE STEEL EDGING DETAIL
NTS	SN: LD006A004

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PARKER RD. & HAVANA
SITE PLAN
LANDSCAPE DETAILS

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SITE PLAN AND CONDITIONAL USE

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COUNTY OF ARAPAHOE, STATE OF COLORADO

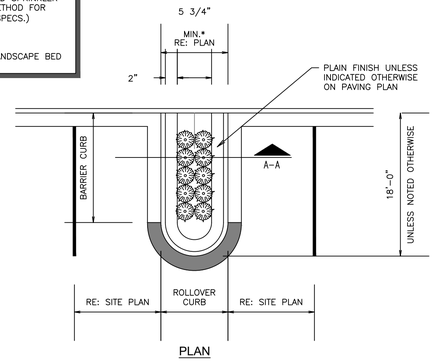
NOT FOR CONSTRUCTION

RE: LANDSCAPE PLAN FOR SHRUB PLACEMENT AND QUANTITY.

LANDSCAPE PARKING ISLANDS ARE TO BE IRRIGATED WITH A DRIP LINE SYSTEM. A SPRAY OR ROTARY HEAD SPRINKLER SYSTEM IS NOT AN ACCEPTABLE IRRIGATION METHOD FOR LANDSCAPE PARKING ISLANDS. (RE: PROJECT SPECS.)

*FOR DOUBLE ROW SHRUBS

RE: STORM PLAN TO DETERMINE IF USE OF LANDSCAPE BED DRAIN PIPE IS REQUIRED



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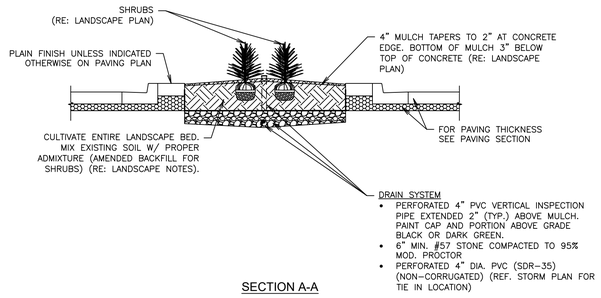


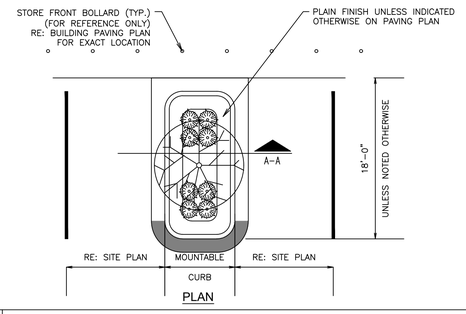
SECTION A-A

F1	PARKING ISLAND W/ SHRUBS LANDSCAPE DETAIL (ADJACENT TO CURB & GUTTER)
NTS	SN: LD010A012

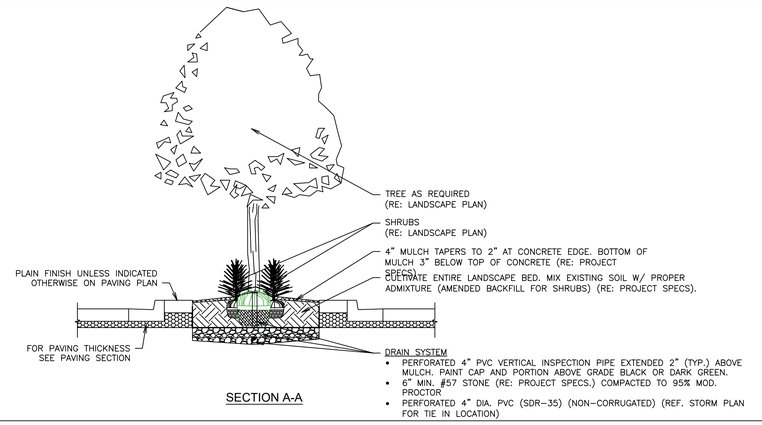
RE: LANDSCAPE PLAN FOR SHRUB PLACEMENT AND QUANTITY.

LANDSCAPE PARKING ISLANDS ARE TO BE IRRIGATED WITH A DRIP LINE SYSTEM. A SPRAY OR ROTARY HEAD SPRINKLER SYSTEM IS NOT AN ACCEPTABLE IRRIGATION METHOD FOR LANDSCAPE PARKING ISLANDS. (RE: PROJECT SPECS.)

RE: STORM PLAN TO DETERMINE IF USE OF LANDSCAPE BED DRAIN PIPE IS REQUIRED



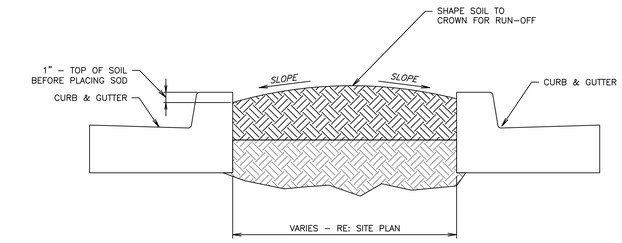
PLAN



SECTION A-A

	PARKING ISLAND W/ SHRUBS & TREE LANDSCAPE DETAIL (W/ RADIUS PROTECTOR)
NTS	SN: LD011A012

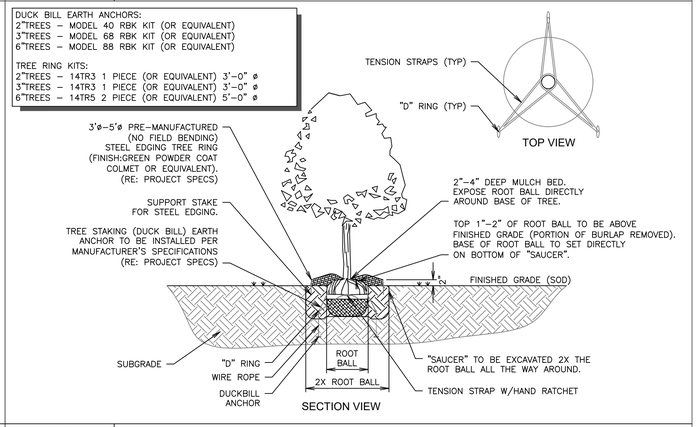
NOTE: SLOPE ON LAWN AREAS NOT TO EXCEED 3:1 UNLESS NOTED OTHERWISE (RE: GRADING PLAN)



	TYPICAL LAWN SECTION
NTS	SN: LD007A002

DUCK BILL EARTH ANCHORS:
2"TREES - MODEL 40 RBK KIT (OR EQUIVALENT)
3"TREES - MODEL 68 RBK KIT (OR EQUIVALENT)
6"TREES - MODEL 88 RBK KIT (OR EQUIVALENT)

TREE RING KITS:
2"TREES - 14TR3 1 PIECE (OR EQUIVALENT) 3'-0" ø
3"TREES - 14TR3 1 PIECE (OR EQUIVALENT) 3'-0" ø
6"TREES - 14TR5 2 PIECE (OR EQUIVALENT) 5'-0" ø



SECTION VIEW

A6	TREE PLANTING DETAIL - DUCKBILL
NTS	SN: LD008B006

Kimley»Horn
2024 KIMLEY-HORN AND ASSOCIATES, INC.
6200 S South Syracuse Way #300
Greenwood Village, Colorado 80111 (303) 228-2300

NO.	REVISION	BY	DATE	APPR.

DESIGNED BY: AMC
DRAWN BY: AMC
CHECKED BY: CPH
DATE: 12/13/2024

QUIKTRIP 4263
PARKER RD. & HAVANA
SITE PLAN
LANDSCAPE DETAILS

PRELIMINARY
NOT FOR CONSTRUCTION
Kimley»Horn
Kimley-Horn and Associates, Inc.

PROJECT NO.
096888046

DRAWING NAME
MUNICIPALITY

11

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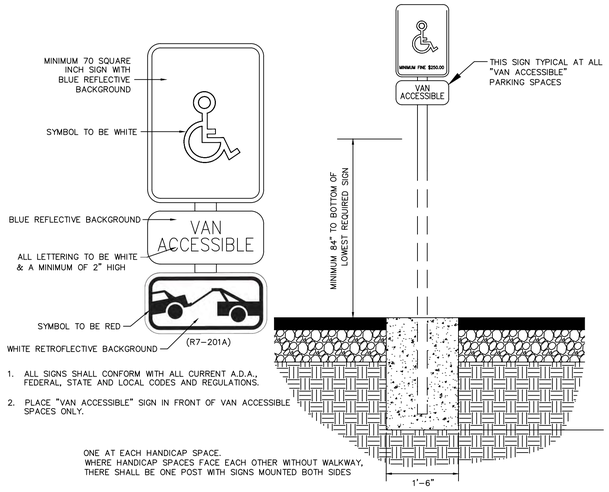
QUIKTRIP 4263

SITE PLAN AND CONDITIONAL USE

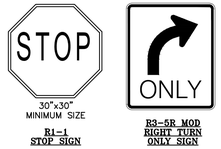
A PARCEL OF LAND IN THE SOUTHWEST $\frac{1}{4}$ SECTION SECTION 26, TOWNSHIP 4 SOUTH, RANGE 67 WEST, 6TH P.M.
COUNTY OF ARAPAHOE, STATE OF COLORADO

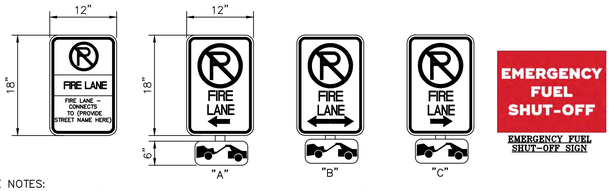


HANDICAP PARKING SIGN

N.T.S.

SIGN LEGEND:





FIRE LANE NOTES:
1. SIGNS SHALL BE LOCATED AT THE RIGHT SIDE OF THE FIRE LANE ENTRANCE AND AT THE END OF THE FIRE LANE. THE INTERMEDIATE SIGNS SHALL HAVE DOUBLE HEADED ARROWS POINTING IN BOTH DIRECTIONS.

2. TYPICALLY, THE MAXIMUM SPACING OF THE FIRE LANE SIGNS IS 100' ON CENTER WITH SIGNS BEING PLACED ON BOTH SIDES OF THE FIRE LANE EASEMENT. WHERE EXCESSIVE CURVATURE OF THE FIRE LANE EXISTS, THE SPACING OF THE FIRE LANE SIGNAGE WILL BE INCREASED AS NEEDED.

3. THE SIGNS SHALL BE SET AT ANGLE OF NOT LESS THAN 30 DEGREES AND NOT MORE THAN 45 DEGREES WITH THE CURB OR LINE OF TRAFFIC FLOW.

4. FIRE LANE SIGNS SHOULD BE INSTALLED 2' BEHIND CURB OR SIDEWALK.

5. THE CLEARANCE TO THE BOTTOM OF THE SIGN SHALL BE 7 FEET. THERE SHALL BE NO OTHER SIGNS ATTACHED TO THE SIGN OR POST.

6. PLACEMENT OF THESE SIGNS CANNOT ENCROACH INTO THE 29' INSIDE TURNING RADIUS OF THE FIRE LANE EASEMENT, OBSTRUCT ANY FIRE HYDRANT OR FIRE DEPARTMENT CONNECTION OR ENCROACH INTO THE ACCESSIBLE ROUTE OF THE SIDEWALK AREA.

7. SIGNS SHALL BE INSTALLED PER COA DETAIL TE-11

8. SIGNS SHALL BE SET AT AN ANGLE OF NOT LESS THAN 30 DEGREES AND NOT MORE THAN 45 DEGREES WITH THE CURB OR LINE OF TRAFFIC FLOW.

9. SIGNS SHALL BE SPACED 50-FEET ON ALTERNATING SIDES OF THE FIRE LANE IN ACCORDANCE WITH 2015-IFC

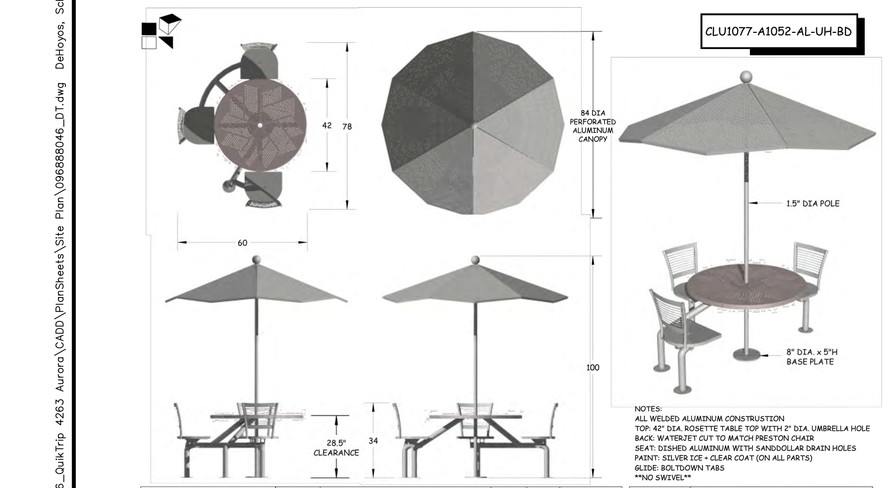
10. SIGNS SHALL BE INSTALLED 2 FEET BEHIND CURB OR SIDEWALK

11. FIRE LANE SIGN DETAIL SHALL SHOW L, R, B (OR SIMILAR) IDENTIFICATION FOR EACH SIGN UTILIZED TO MATCH LOCATIONS ON PLANS

12. LOWEST SIGN SHALL BE MOUNTED 7 FEET ABOVE GRADE

FIRE LANE SIGN

N.T.S.



NOTES:
ALL WELDED ALUMINUM CONSTRUSTION
TOP: 42" DIA. ROSETTE TABLE TOP WITH 2" DIA. UMBRELLA HOLE
BACK: WATERJET CUT TO MATCH PRESTON CHAIR
SEAT: DISHED ALUMINUM WITH SANDDOLLAR DRAIN HOLES
PAINT: SILVER ICE + CLEAR COAT (ON ALL PARTS)
GLIDE: BOLTDOWN TABS
NO SWIVEL

DATE	E.C.O	REV.	BY	APPROVED
27FEB12	ADD TABLE TOP		RN	
29MAR11	ILLUSTRATION		DK	

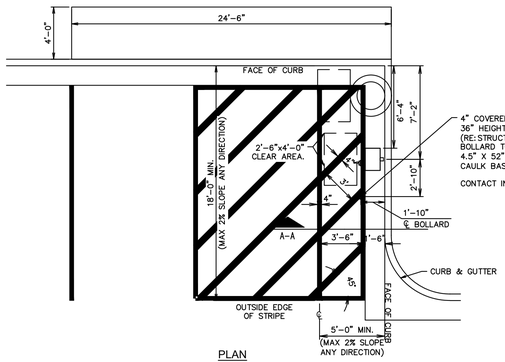
BENCHMARK DESIGN GROUP
456 OSCEOLA AVENUE
JACKSONVILLE, FL. 32250

TCW file location: F: Rebecca / Umb & Clusters / 3-seater / CLU1077-A1052-AL-UH-BD

CLIENT:	QUIKTRIP
LOCATION:	TULSA, OK
DESCRIPTION:	3-SEAT PRESTON CLUSTER (ADA COMPLIANT)
MATERIAL:	ALL ALUMINUM

OUTDOOR SEATING DETAIL

N.T.S.

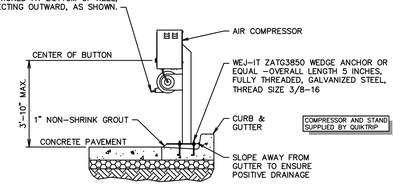


PLAN

4" COVERED STRUCTURAL BOLLARD (QT PROVIDED)
36" HEIGHT ABOVE FINISHED GRADE.
(RE:STRUCT FOR BOLLARD INSTALL).
BOLLARD TO BE COVERED WITH ENCORE COMMERCIAL PRODUCTS INC.
4.5" X 52" YELLOW SLEEVE, CUT TO FIT ONSITE (CONTRACTOR PROVIDED).
CAULK BASE W/MASTERSEAL SL-2 POLYURETHANE SEALANT.

CONTACT INFO: WWW.POSTGUARD.COM OR 1-866-737-8900.

INSTALL STOP DONUT 18" FROM END OF HOSE.
ADJUST HOSE TENSION TO 1 TO 2 LBS. AT BEGINNING OF PULL.
TAKE WRAPS OFF OF REEL TO LESSEN PULL WEIGHT.
HOSE REEL TO BE MOUNTED TO STEEL POST.
HOSE TO BE POSITIONED AT BOTTOM OF REEL, PROJECTING OUTWARD, AS SHOWN.



SECTION A-A

AIR SERVICE INSTALL PLAN (RIGHT HAND INSTALL)

N.T.S.

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6200 S South Syracuse Way #300
Greenwood Village, Colorado 80111 (303) 228-2300

NO.	REVISION	BY	DATE	APPR.

DESIGNED BY: SAM
DRAWN BY: SPD
CHECKED BY: SAM
DATE: 08/30/24

QUIKTRIP 4263
PARKER RD. & HAVANA
SITE PLAN
SITE DETAIL SHEET

PRELIMINARY
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Kimley»Horn
Kimley-Horn and Associates, Inc.

PROJECT NO. 096888046

DRAWING NAME 096888046_DT.DWG

12

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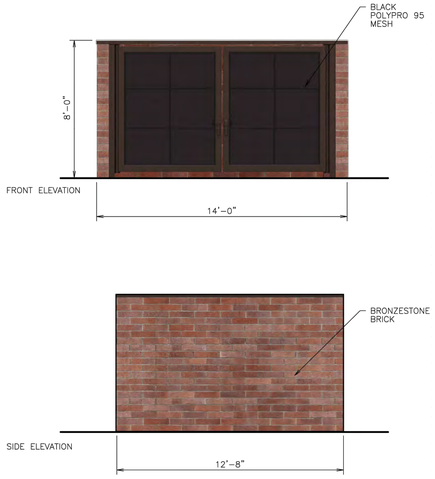
QUIKTRIP 4263

SITE PLAN AND CONDITIONAL USE

A PARCEL OF LAND IN THE SOUTHWEST $\frac{1}{4}$ SECTION SECTION 26, TOWNSHIP 4 SOUTH, RANGE 67 WEST, 6TH P.M.
COUNTY OF ARAPAHOE, STATE OF COLORADO

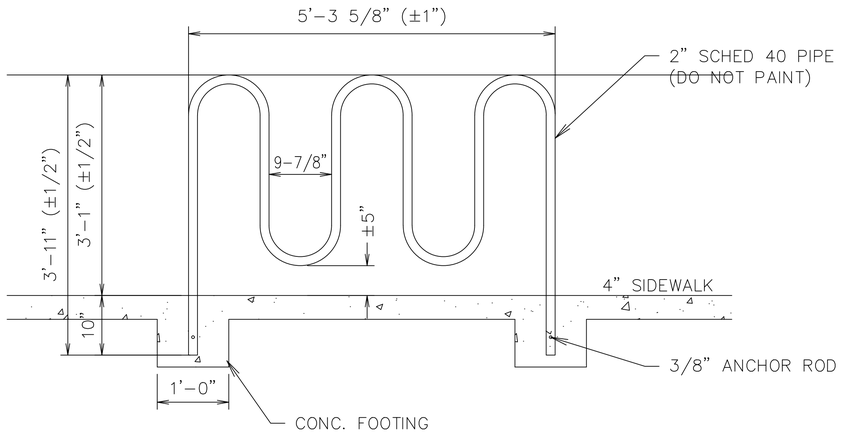
MODEL: BELSON OUTDOORS MODEL: H36-7-G-IG
(PROVIDED BY CONTRACTOR)



TRASH ENCLOSURE DETAILS

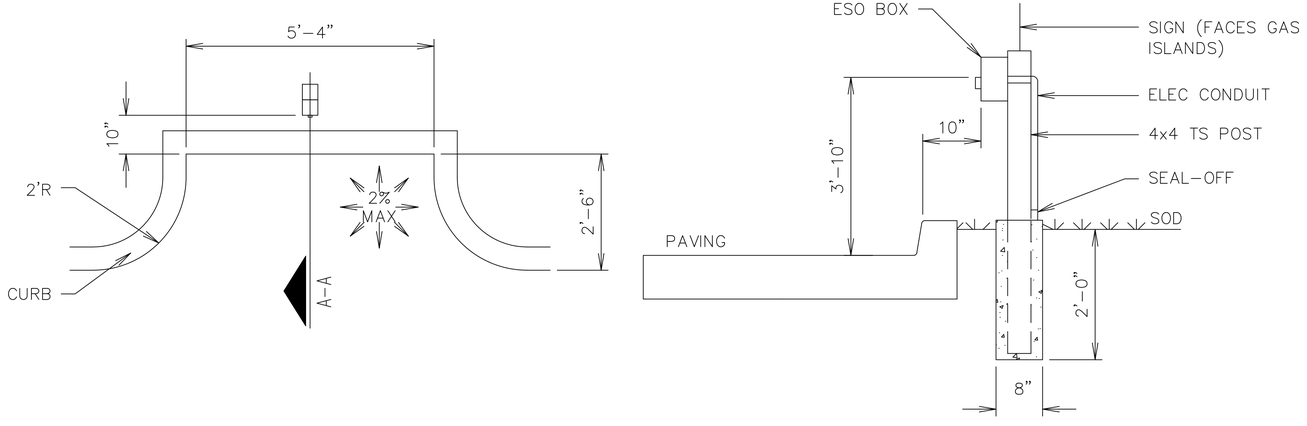
N.T.S.

GC TO PROVIDE AND INSTALL EMERGENCY SHUTOFF SWITCH SIGNAGE AS REQUIRED BY LOCAL JURISDICTION



GEN III BIKE RIBBON RACK DETAIL

N.T.S.



SECTION A-A

EMERGENCY SHUT OFF DETAIL

N.T.S.

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QUIKTRIP 4263
PARKER RD. & HAVANA
SITE PLAN
SITE DETAIL SHEET

PRELIMINARY
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Kimley»Horn
Kimley-Horn and Associates, Inc.

PROJECT NO.
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QUIKTRIP 4263

SITE PLAN AND CONDITIONAL USE

A PARCEL OF LAND IN THE SOUTHWEST $\frac{1}{4}$ SECTION SECTION 26, TOWNSHIP 4 SOUTH, RANGE 67 WEST, 6TH P.M.
COUNTY OF ARAPAHOE, STATE OF COLORADO

Brightness Table		
	TOTAL	BRIGHT COLOR
FRONT FACADE:	1635 SF	152 SF 9%
RIGHT FACADES:	899 SF	31 SF 3%
REAR FACADE:	1477 SF	96 SF 6%





QuikTrip
4705 South 129th East Ave.
Tulsa, OK 74134-7008
P.O. Box 3475
Tulsa, OK 74101-3475
(918) 615-7700

Store #		Address:	City, State:
4263	G3SE Building Elevations	Parker & Havana	Aurora, CO

Serial #	Scale:	Issue Date:	Drawn By:	Rev/Notes:
83-4263-G3SE	1/8"=1'-0"	08.16.24	JK	

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#	FINISH	MANUFACTURER	SPECIFICATION
1	BRONZESTONE	INTERSTATE BRICK	ATLAS STRUCTURAL BRICK
2	MIDNIGHT	INTERSTATE BRICK	ATLAS STRUCTURAL BRICK
3	BRUSHED ALUMINUM	REYNOBOND	FASCIA
4	QT RED	SHERWIN-WILLIAMS	STANDING SEAM AWNING
5	RED POLYCARBONATE	ALLEN INDUSTRIES	ILLUMINATED BAND
6	QT BROWN	SHERWIN - WILLIAMS	METAL PAINT
7	CL-44	ALLEN INDUSTRIES	ILLUMINATED SIGNAGE
8	CL-46R	ALLEN INDUSTRIES	SIGNAGE
9	ONYX	QUALITY STONE VENEER	STACKED STONE

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DRAWN BY: SPD
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DATE: 08/30/24

QUIKTRIP 4263
PARKER RD. & HAVANA
SITE PLAN
BUILDING ELEVATIONS

PRELIMINARY
NOT FOR CONSTRUCTION
Kimley»Horn
Kimley-Horn and Associates, Inc.

PROJECT NO.
096888046

DRAWING NAME
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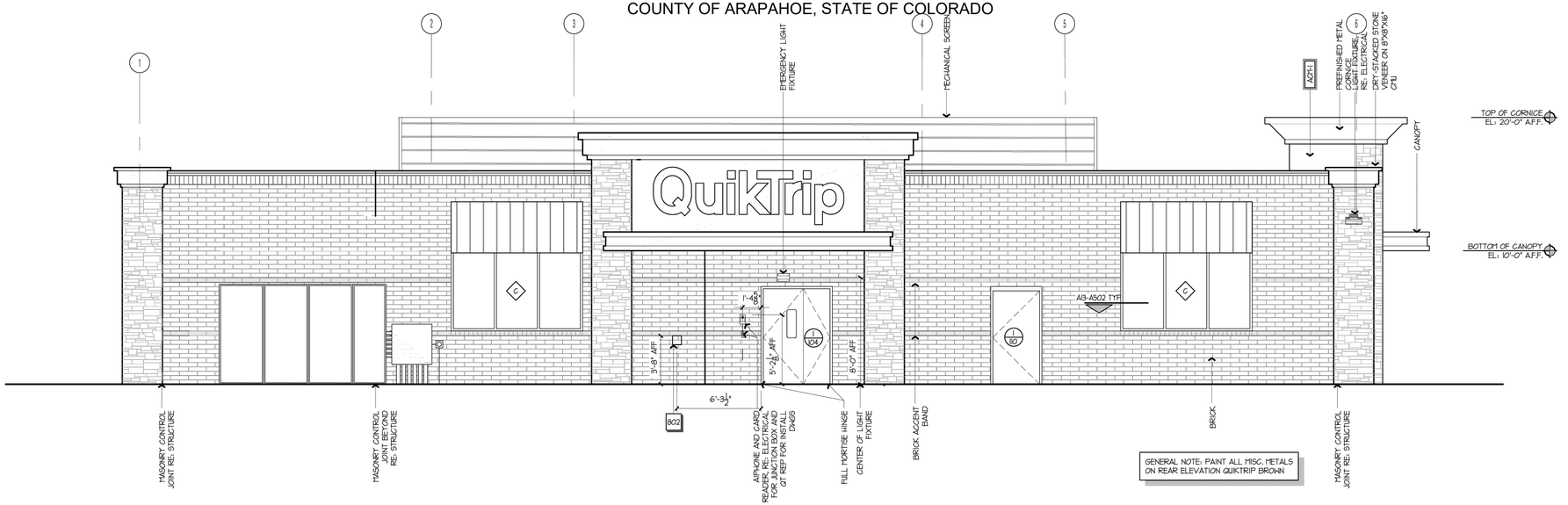
QUIKTRIP 4263

SITE PLAN AND CONDITIONAL USE

A PARCEL OF LAND IN THE SOUTHWEST $\frac{1}{4}$ SECTION SECTION 26, TOWNSHIP 4 SOUTH, RANGE 67 WEST, 6TH P.M.
COUNTY OF ARAPAHOE, STATE OF COLORADO

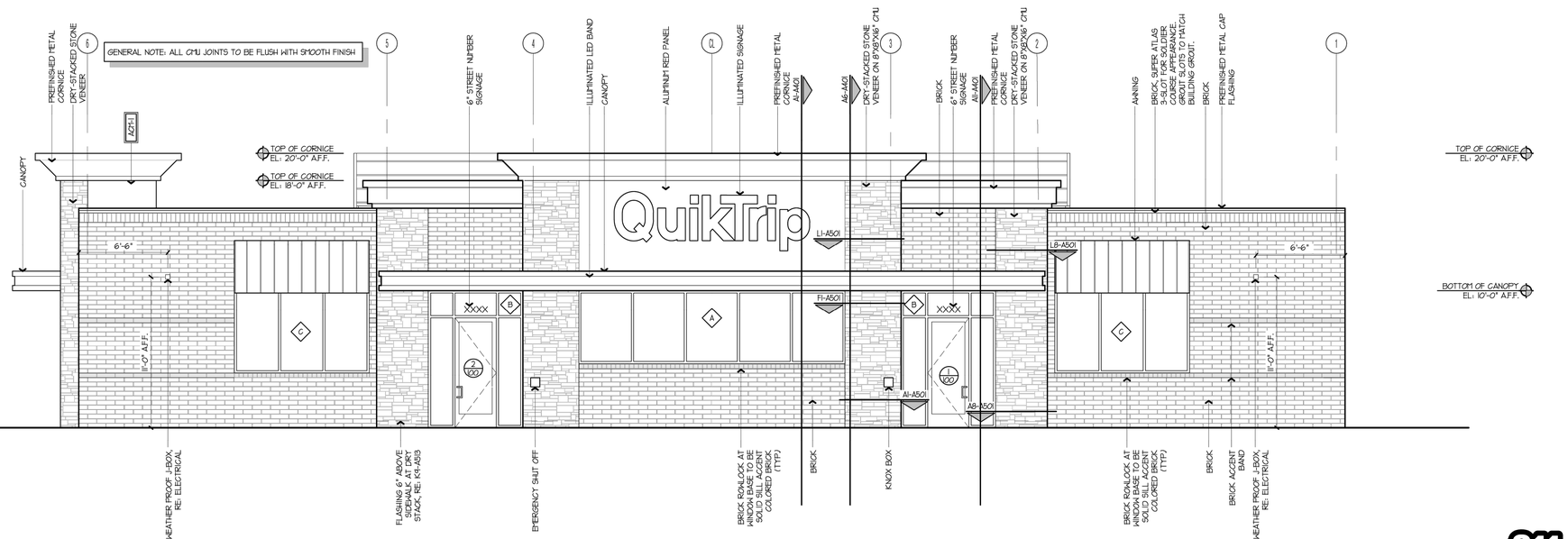
GENERAL NOTE: ALL CMU JOINTS TO BE FLUSH WITH SMOOTH FINISH



GENERAL NOTE: PAINT ALL MISC. METALS ON REAR ELEVATION QUIKTRIP BROWN

REAR ELEVATION
N.T.S

GENERAL NOTE: ALL CMU JOINTS TO BE FLUSH WITH SMOOTH FINISH



FRONT ELEVATION
N.T.S

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QUIKTRIP 4263
PARKER RD. & HAVANA
SITE PLAN
BUILDING ELEVATIONS (A201)

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PROJECT NO.
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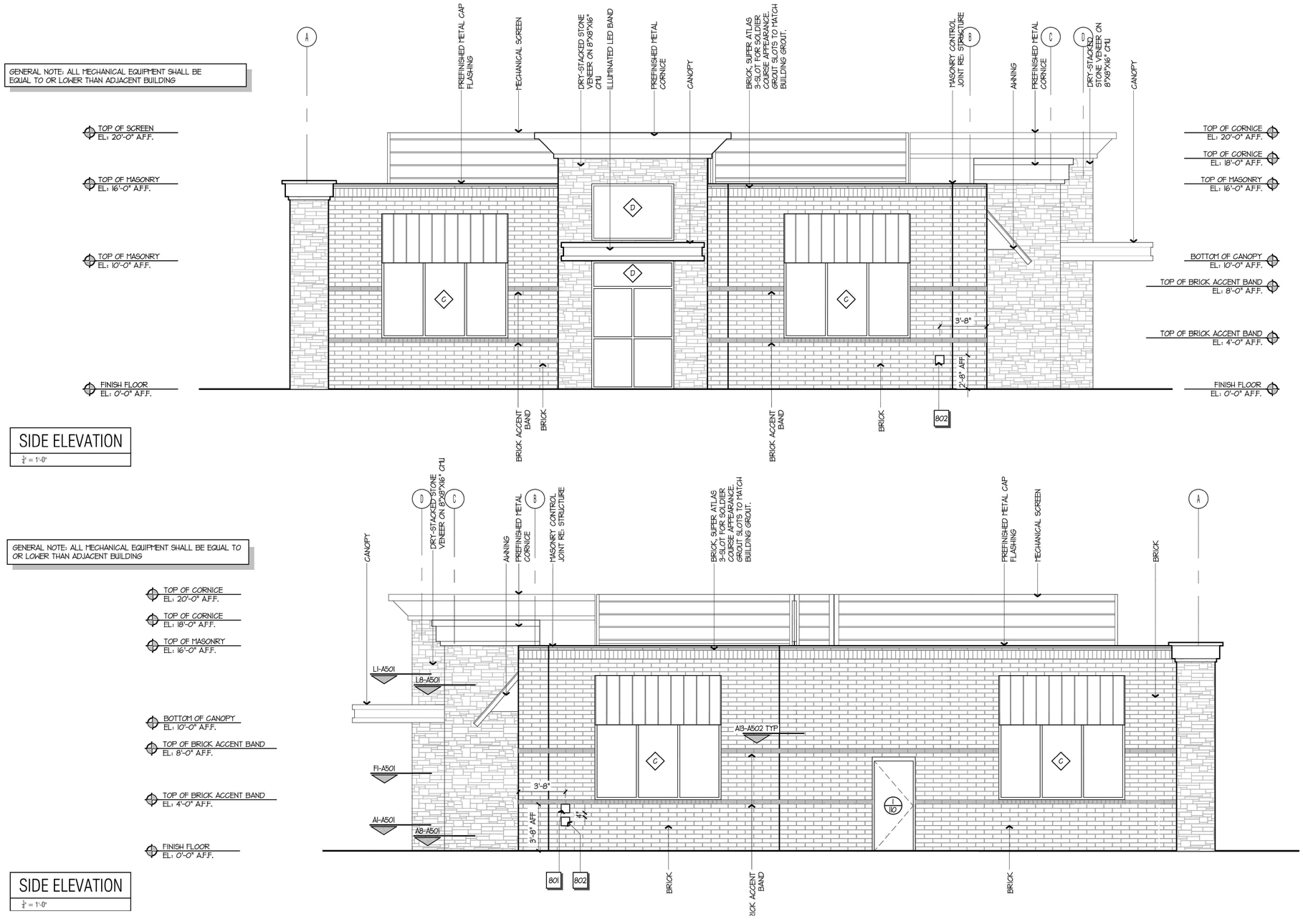
QUIKTRIP 4263

SITE PLAN AND CONDITIONAL USE

A PARCEL OF LAND IN THE SOUTHWEST $\frac{1}{4}$ SECTION SECTION 26, TOWNSHIP 4 SOUTH, RANGE 67 WEST, 6TH P.M.
COUNTY OF ARAPAHOE, STATE OF COLORADO

GENERAL NOTE: ALL MECHANICAL EQUIPMENT SHALL BE EQUAL TO OR LOWER THAN ADJACENT BUILDING



SIDE ELEVATION

$\frac{1}{4}$" = 1'-0"

GENERAL NOTE: ALL MECHANICAL EQUIPMENT SHALL BE EQUAL TO OR LOWER THAN ADJACENT BUILDING

SIDE ELEVATION

$\frac{1}{4}$" = 1'-0"

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PARKER RD. & HAVANA
SITE PLAN
BUILDING ELEVATIONS (A202)

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Kimley-Horn and Associates, Inc.

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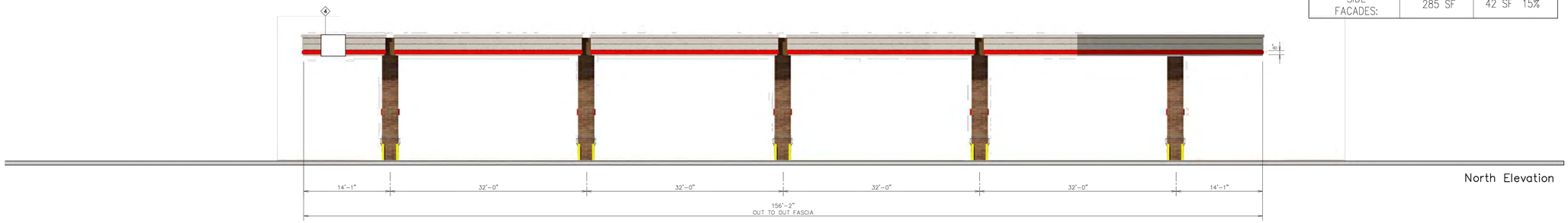
QUIKTRIP 4263

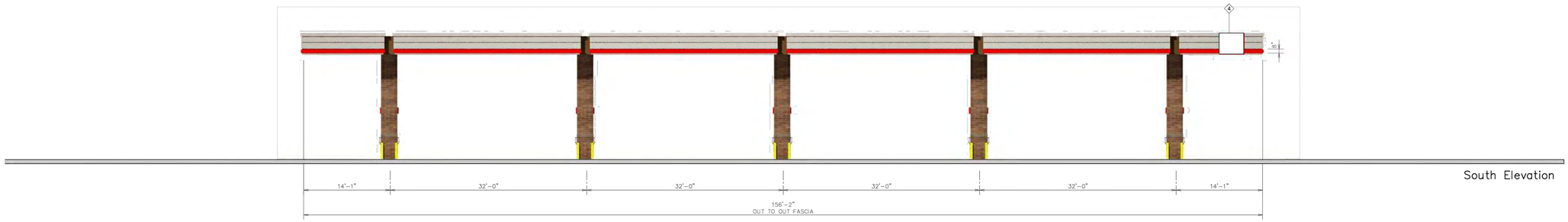
SITE PLAN AND CONDITIONAL USE

A PARCEL OF LAND IN THE SOUTHWEST $\frac{1}{4}$ SECTION SECTION 26, TOWNSHIP 4 SOUTH, RANGE 67 WEST, 6TH P.M.
COUNTY OF ARAPAHOE, STATE OF COLORADO

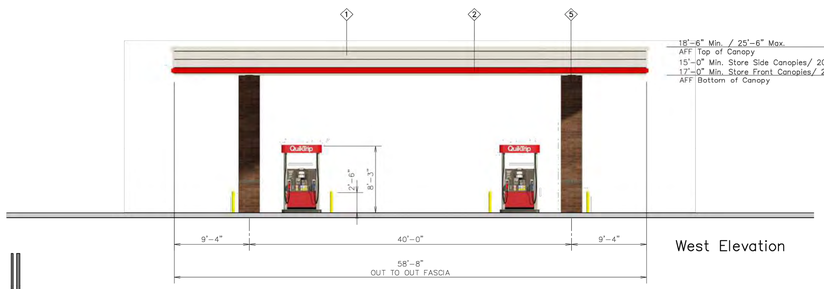
Brightness Table		
	TOTAL	BRIGHT COLOR
FRONT/REAR FACADE:	736 SF	146 SF 20%
SIDE FACADES:	285 SF	42 SF 15%



North Elevation



South Elevation



West Elevation



East Elevation

QuikTrip
4705 South 129th East Ave.
Tulsa, OK 74134-7008
P.O. Box 3475
Tulsa, OK 74101-3475
(918) 615-7700

Store #		Address:	City, State:
4263	Double Stack 9 Canopy Elevations	Parker & Havana	Aurora, CO

Serial #	Scale:	Issue Date:	Drawn By:	Rev/Notes:
83-4263-GD09	1/8"=1'-0"	08.15.24	JK	

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#	FINISH	MANUFACTURER	SPECIFICATION
1	BRUSHED ALUMINUM	REYNOBOND	CANOPY
2	RED POLYCARBONATE	ALLEN INDUSTRIES	ILLUMINATED BAND
3	QT BROWN	SHERWIN – WILLIAMS	METAL/PAINT
4	QC-14	ALLEN INDUSTRIES	ILLUMINATED SIGNAGE
5	BRONZESTONE	INTERSTATE BRICK	ATLAS STRUCTURAL BRICK
6	BLACK	ALL COURT FABRICS	POLYPRO 95 MESH

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Greenwood Village, Colorado 80111 (303) 228-2300

DESIGNED BY: SAM
DRAWN BY: SPD
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DATE: 08/30/24

QUIKTRIP 4263
PARKER RD. & HAVANA
SITE PLAN
CANOPY ELEVATIONS

PRELIMINARY
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Kimley»Horn
Kimley-Horn and Associates, Inc.

PROJECT NO.
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DRAWING NAME
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17

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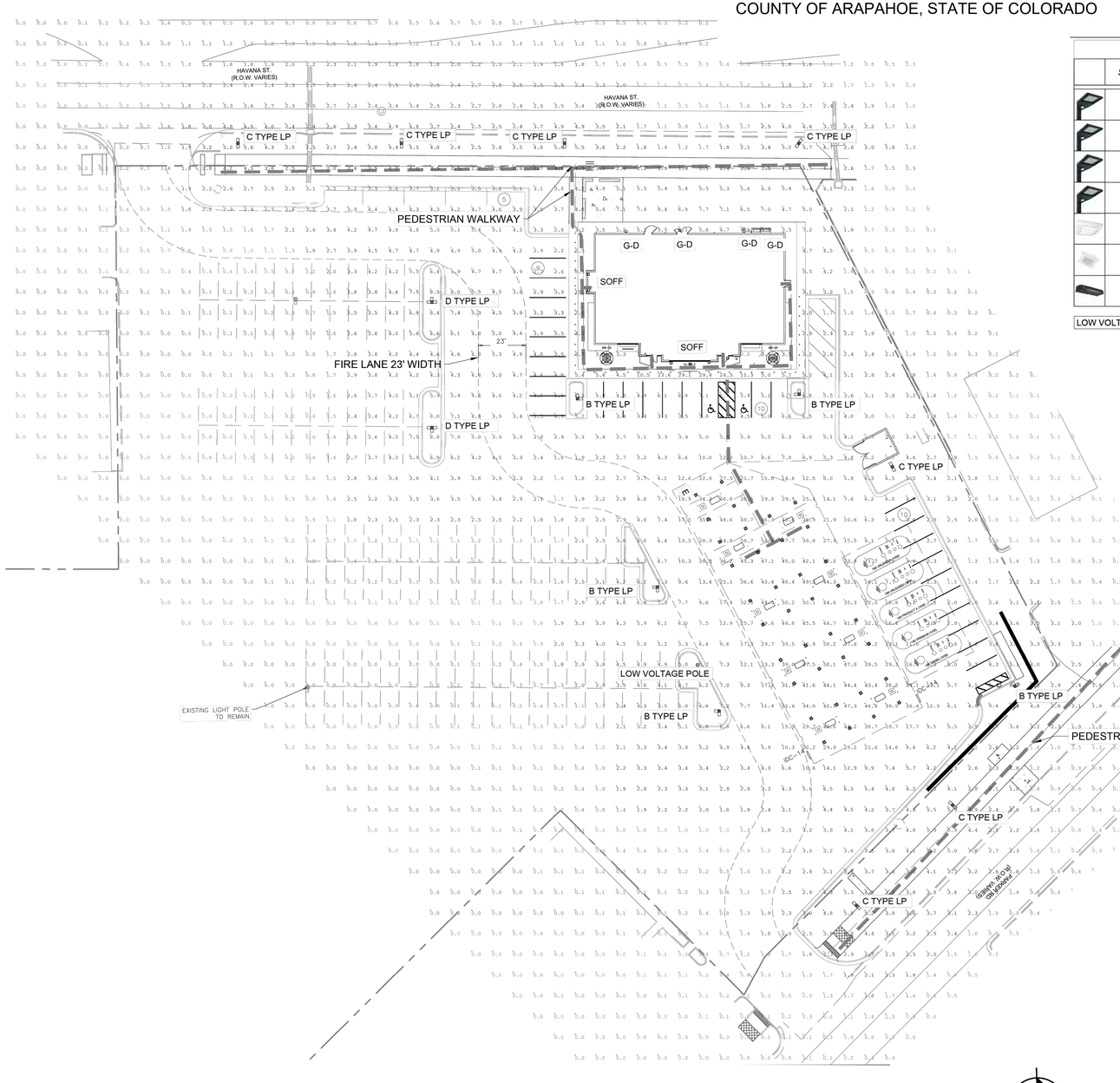
QUIKTRIP 4263

SITE PLAN AND CONDITIONAL USE

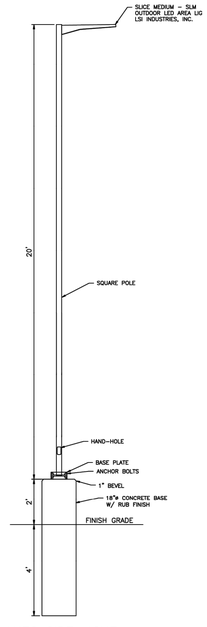
A PARCEL OF LAND IN THE SOUTHWEST $\frac{1}{4}$ SECTION SECTION 26, TOWNSHIP 4 SOUTH, RANGE 67 WEST, 6TH P.M.
COUNTY OF ARAPAHOE, STATE OF COLORADO



LUMINAIRE SCHEDULE

	SYMBOL	LABEL	QTY	ARRANGEMENT	MOUNTING HEIGHT	LUMENS PER LAMP	LLF	DESCRIPTION	TOTAL WATTS	FINISH
		A	00	SINGLE	22'	12,591	0.90	SLM-LED-12L-SIL-FT-40-70-CRI	93.1	BLACK
		B	04	2 @ 90°	22'	12,591	0.90	SLM-LED-12L-SIL-FT-40-70-CRI	93.1	BLACK
		C	07	2 @ 180°	22'	12,591	0.90	SLM-LED-12L-SIL-FT-40-70-CRI	93.1	BLACK
		D	02	3 @ 90°	22'	12,591	0.90	SLM-LED-12L-SIL-FT-40-70-CRI	93.1	BLACK
		E	36	SINGLE	17'	12,793	0.90	SCV-LED-13L-SC-40	83.6	WHITE
		SOFF	07	SINGLE	10'	6,041	0.90	XSPS-S-LED-VHO-NW-DFL	48.7	WHITE
		G-D	04	SINGLE	12'	12,793	0.90	XWM-3-LED-06-40	54.0	BLACK

LOW VOLTAGE POLES - 1



AUTO SIDE LIGHT STANDARD
NOT TO SCALE

NORTH

GRAPHIC SCALE IN FEET
0 15 30 60

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NO.	REVISION	BY	DATE	APPR.

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Greenwood Village, Colorado 80111 (303) 228-2300

DESIGNED BY: SAM
DRAWN BY: SPD
CHECKED BY: SAM
DATE: 08/30/24

QUIKTRIP 4263
PARKER RD. & HAVANA
SITE PLAN
PHOTOMETRIC SITE PLAN

PRELIMINARY
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Kimley»Horn
Kimley-Horn and Associates, Inc.

PROJECT NO.
096888046

DRAWING NAME
096888046_PH.DWG

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QUIKTRIP 4263
SITE PLAN AND CONDITIONAL USE
A PARCEL OF LAND IN THE SOUTHWEST $\frac{1}{4}$ SECTION SECTION 26, TOWNSHIP 4 SOUTH, RANGE 67 WEST, 6TH P.M.
COUNTY OF ARAPAHOE, STATE OF COLORADO

Catalog # :
Project :
Prepared By :
Date :

Slice Medium - SLM
Outdoor LED Area Light



The Slice's sleek design makes it perfectly-suited for Commercial & Industrial applications, while its cost-effective die-cast aluminum housing makes its acquisition cost very competitive. The Slice offers high performance silicone optics, die cast aluminum housing, #2000+ lumens and is available with integral Airlink Synapse controls.

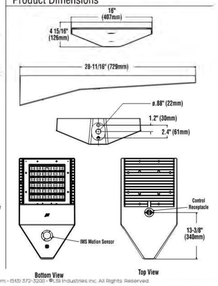
Features & Specifications

Optical System
- State-of-the-Art one piece silicone optic sheet delivers industry leading optical control with an integrated gasket to provide IP66 rated sealed optical chamber in 1 component.
- Proprietary silicone refracter optics provide exceptional coverage and uniformity in IES Types 2, 3, SW, FT and FTA.
- Silicone optical material does not yellow or crack with age and provides a typical light transmittance of 93%.
- Zero uplight.
- Available in 5000K, 4000K, 3000K, and 2700K color temperatures per ANSI C78.377, Optional 5700K CCT available in 90CRI only.
- Minimum CRI of 70. Optional 80 and 90 CRI available, consult factory for lead time.
- Integral Louver (IL) option available for improved back-light control without sacrificing street side performance. See page 5 for more details.

Electrical
- High-performance driver features over-voltage, under-voltage, short-circuit and over temperature protection.
- 0-10V dimming (10% - 100%) standard.
- Standard Universal Voltage (120-277 Vac) Input 50/60 Hz or optional High Voltage (347-480 Vac).
- L80 Calculated Life: >100k Hours (See Lumen Maintenance on Page 3)
- Total harmonic distortion: <20%
- Operating temperature: -40°C to +50°C (-40°F to +122°F). 42L lumen package rated to +40°C.
- Power factor: >.90
- Input power stays constant over life.
- Field replaceable surge protection device meets a minimum Category C Low operation (per ANSI/IEEE C62.41.2).
- High-efficacy LEDs mounted to metal-core circuit board to maximize heat dissipation
- Terminal block provided accepts up to 10ga wire.
- Components are fully encased in potting material for moisture resistance. Driver complies with FCC standards. Driver and key electronic components can easily be accessed.

IP66

Product Dimensions



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Slice Medium - SLM
Outdoor LED Area Light

Features & Specifications (Cont.)

Construction
- Rugged die-cast aluminum housing contains factory prewired driver and optical unit. Cast aluminum wiring access door located underneath.
- Designed to mount to square poles.
- Luminaire is proudly manufactured in the U.S.of U.S. and imported parts.
- IP66 rated luminaire protects integral components from harsh environments.
- 3G rated for ANSI C136.31 high vibration applications
- Fixtures are finished with LSI's DuraGrip® polyester powder coat finishing process. The DuraGrip finish withstands extreme weather changes without cracking or peeling. Other standard LSI finishes available. Consult factory.
- Shipping weight: 30 lbs in carton.

Controls
Wireless Controls System

To make this fixture AirLink ready, simply order one of the following options:
a. The integrated Wireless Lighting Controller: ALSC or ALSCH (see ordering guide) as the controls option, or
b. Integrated Wireless Controller option (above) with integrated motion sensor: ALSCS (ordering guide for mounting height) or
c. The 7-Pin Photoelectric Control Receptacle: CR7P as the controls option; and either the 5-Pin or 7-Pin Twist Lock Controller: ALSC UNV TLS or ALSC UNV TL7 as an accessory

To see how the components of AirLink system work together, reference the diagram in the controls section of this specsheet. For more information on our AirLink products, visit our website: www.lsi-airlink.com/airlink-synapse/

Stand-Alone Controls
- The integral passive infrared motion sensor (IMS) activates switching of luminaire light levels (see the controls section for more details).
- The 7-pin ANSI C136.41-2013 photocontrol receptacle option (CR7P) is available for twist lock photocontrols or wireless control modules.
- The Button Type Photocells (PCI) are capable of switching luminaires ON/OFF in response to the amount of available daylight.

Installation
- A single fastener secures the hinged door, underneath the housing and provides quick & easy access to the electrical compartment for installing/servicing.
- Included terminal block provides quick and easy on-site wiring.
- Utilizes LSI's traditional 3" drill pattern for easy fastening of LSI products. (See drawing on page 1)

Warranty
- LSI LED Fixtures carry a 5-year warranty.

Listings
- Listed to UL 1598 and UL 8750.
- RoHS Compliant.
- American Recovery and Reinvestment Act Funding Compliant.
- IDA compliant: with 3000K color temperature selection.
- Title 24 Compliant; see local ordinance for qualification information.
- Suitable For wet Locations.
- IP66 rated Luminaire. IP66 rated optical chamber.
- 3G rated for ANSI C136.31 high vibration applications

Performance

ELECTRICAL DATA (AMPS)*

Lumens	Watts	120V	208V	240V	277V	347V	480V
9L	68.2	0.6A	0.3A	0.3A	0.3A	0.2A	0.1A
12L	93.1	0.8A	0.4A	0.4A	0.3A	0.3A	0.2A
18L	140.5	1.2A	0.7A	0.6A	0.5A	0.4A	0.3A
24L	186.8	1.6A	0.9A	0.8A	0.7A	0.5A	0.4A
30L	248.6	2.1A	1.2A	1.0A	0.9A	0.7A	0.5A
36L	317.9	2.6A	1.5A	1.3A	1.1A	0.9A	0.7A
42L	393.4	3.3A	1.9A	1.6A	1.4A	1.1A	0.8A

*Electrical data at 25C (77F). Actual wattage may differ by +/-10%

ELECTRICAL DATA - PHOSPHOR CONVERTED AMBER (AMPS)*

Lumens	Watts	120V	208V	240V	277V	347V	480V
9L	74.3	0.6A	0.4A	0.3A	0.3A	0.2A	0.2A
12L	100.9	0.9A	0.5A	0.4A	0.4A	0.3A	0.2A

*Electrical data at 25C (77F). Actual wattage may differ by +/-10%

RECOMMENDED LUMEN MAINTENANCE(24-42L)

Ambient	Initial¹	25 hr²	50 hr²	75 hr²	100 hr²
0-40 C	100%	100%	97%	94%	92%

RECOMMENDED LUMEN MAINTENANCE(9-18L)

Ambient	Initial¹	25 hr²	50 hr²	75 hr²	100 hr²
0-50 C	100%	99%	91%	87%	83%

1 - Lumen maintenance values at 25C are calculated per TM-21 based on LM-80 data and in-situ testing.
2 - In accordance with IESNA TM-21-11. Projected Values represent interpolated value based on time durations that are within six times the IESNA LM-80-08 total test duration for the device under testing.
3 - In accordance with IESNA TM-21-11. Calculated Values represent time durations that exceed six times the IESNA LM-80-08 total test duration for the device under testing.

DELIVERED LUMENS*

Lumen Package	Distribution	Phosphor Converted Amber Delivered Lumens	Efficacy	BUG Rating	Wattage
9L	2	3956	86	B2-U0-G3	74
	3	3735	81	B3-U0-G3	
	3	4196	83	B3-U0-G3	
	3/L	4295	56	B0-U0-G3	
	SW	5528	74	B3-U0-G3	
	FT	5622	76	B1-U0-G2	
	FT/L	3712	50	B0-U0-G1	
	FTA	5997	80	B2-U0-G2	
	FTA/L	4264	57	B0-U0-G3	
12L	2	7959	73	B2-U0-G2	103
	3/L	4798	46	B0-U0-G1	
	3	7965	76	B2-U0-G2	
	3/L	5335	52	B0-U0-G1	
	FT	7913	77	B2-U0-G2	
	FT/L	7913	73	B2-U0-G2	
	FTA	4739	46	B0-U0-G2	
	FTA/L	7998	74	B2-U0-G2	
	FTA-IL	5997	57	B0-U0-G1	

*LED Chips are frequently updated therefore values are nominal

LUMINAIRE EPA CHART - SLM

Tilt Degree	0	30	45
Single	0.5	2.1	2.6
D180°	1.1	2.1	2.6
D90°	0.9	2.5	3.1

Tilt Degree	0	30	45
TN4°	1.2	2.9	3.6
TN120°	1.3	4.4	5.4
QUAD	1.2	2.9	3.6

Specifications and dimensions subject to change without notice.

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DELIVERED LUMENS*

Lumen Package	CRI	2700K CCT Delivered Lumens	Efficacy	BUG Rating	3000K CCT Delivered Lumens	Efficacy	BUG Rating	4000K CCT Delivered Lumens	Efficacy	BUG Rating	5000K CCT Delivered Lumens	Efficacy	BUG Rating	Wattage
9L	2	3540	77	B2-U0-G2	3616	79	B2-U0-G2	3956	87	B2-U0-G2	3744	82	B2-U0-G2	69
	3	3735	81	B3-U0-G3	3816	83	B3-U0-G3	4196	91	B3-U0-G3	3972	86	B3-U0-G3	
	3	3735	81	B3-U0-G3	3816	83	B3-U0-G3	4196	91	B3-U0-G3	3972	86	B3-U0-G3	
	3/L	4295	56	B0-U0-G3	4295	56	B0-U0-G3	4295	56	B0-U0-G3	4295	56	B0-U0-G3	
	SW	5528	74	B3-U0-G3	5528	74	B3-U0-G3	5528	74	B3-U0-G3	5528	74	B3-U0-G3	
	FT	5622	76	B1-U0-G2	5622	76	B1-U0-G2	5622	76	B1-U0-G2	5622	76	B1-U0-G2	
	FT/L	3712	50	B0-U0-G1	3712	50	B0-U0-G1	3712	50	B0-U0-G1	3712	50	B0-U0-G1	
	FTA	5997	80	B2-U0-G2	5997	80	B2-U0-G2	5997	80	B2-U0-G2	5997	80	B2-U0-G2	
	FTA/L	4264	57	B0-U0-G3	4264	57	B0-U0-G3	4264	57	B0-U0-G3	4264	57	B0-U0-G3	
12L	2	7959	73	B2-U0-G2	7959	73	B2-U0-G2	7959	73	B2-U0-G2	7959	73	B2-U0-G2	103
	3/L	4798	46	B0-U0-G1	4798	46	B0-U0-G1	4798	46	B0-U0-G1	4798	46	B0-U0-G1	
	3	7965	76	B2-U0-G2	7965	76	B2-U0-G2	7965	76	B2-U0-G2	7965	76	B2-U0-G2	
	3/L	5335	52	B0-U0-G1	5335	52	B0-U0-G1	5335	52	B0-U0-G1	5335	52	B0-U0-G1	
	FT	7913	77	B2-U0-G2	7913	77	B2-U0-G2	7913	77	B2-U0-G2	7913	77	B2-U0-G2	
	FT/L	7913	73	B2-U0-G2	7913	73	B2-U0-G2	7913	73	B2-U0-G2	7913	73	B2-U0-G2	
	FTA	4739	46	B0-U0-G2	4739	46	B0-U0-G2	4739	46	B0-U0-G2	4739	46	B0-U0-G2	
	FTA/L	7998	74	B2-U0-G2	7998	74	B2-U0-G2	7998	74	B2-U0-G2	7998	74	B2-U0-G2	
	FTA-IL	5997	57	B0-U0-G1	5997	57	B0-U0-G1	5997	57	B0-U0-G1	5997	57	B0-U0-G1	
18L	2	10629	76	B2-U0-G2	10848	78	B2-U0-G2	11868	85	B2-U0-G2	11232	80	B2-U0-G2	150
	3	11206	80	B3-U0-G3	11448	82	B3-U0-G3	12588	90	B3-U0-G3	11916	85	B3-U0-G3	
	3	11206	80	B3-U0-G3	11448	82	B3-U0-G3	12588	90	B3-U0-G3	11916	85	B3-U0-G3	
	3/L	12879	51	B0-U0-G3	12879	51	B0-U0-G3	12879	51	B0-U0-G3	12879	51	B0-U0-G3	
	2-IL	10379	99	B1-U0-G2	10602	77	B1-U0-G2	11651	78	B1-U0-G2	12163	81	B1-U0-G2	
	3	17106	115	B2-U0-G3	17466	118	B2-U0-G3	19193	129	B2-U0-G3	18165	122	B2-U0-G3	
	3/L	12678	84	B1-U0-G3	12950	86	B1-U0-G3	14233	95	B1-U0-G3	14738	98	B1-U0-G3	
	FT	17254	116	B2-U0-G3	17620	118	B2-U0-G3	19370	130	B2-U0-G3	18334	123	B2-U0-G3	
	FT/L	16865	112	B2-U0-G3	17143	113	B2-U0-G3	18781	125	B2-U0-G3	19037	127	B2-U0-G3	
	FTA	13024	87	B2-U0-G2	13305	89	B2-U0-G2	14624	98	B2-U0-G2	13840	92	B2-U0-G2	
	FTA/L	11804	113	B1-U0-G3	11965	116	B1-U0-G3	13062	127	B1-U0-G3	13545	131	B1-U0-G3	
	FTA-IL	10413	83	B1-U0-G1	10725	85	B1-U0-G1	12069	93	B1-U0-G1	12645	97	B1-U0-G1	
24L	2	20800	132	B2-U0-G3	21241	135	B2-U0-G3	23211	147	B2-U0-G3	21784	138	B2-U0-G3	187
	3	13190	70	B1-U0-G2	16243	76	B1-U0-G2	18203	83	B1-U0-G2	19455	83	B1-U0-G2	
	3	23190	118	B3-U0-G4	23690	120	B3-U0-G4	25858	132	B3-U0-G4	24268	123	B3-U0-G4	
	3/L	15974	85	B1-U0-G3	17242	92	B1-U0-G3	19403	98	B1-U0-G3	18736	100	B1-U0-G3	
	FT	23401	119	B3-U0-G4	23900	121	B3-U0-G4	26076	133	B3-U0-G4	24476	125	B3-U0-G4	
	FT/L	21011	116	B2-U0-G4	21456	120	B2-U0-G4	25129	134	B2-U0-G4	23452	137	B2-U0-G4	
	FTA	16406	84	B2-U0-G3	16764	85	B2-U0-G3	18266	93	B2-U0-G3	17464	89	B2-U0-G3	
	FTA/L	14496	115	B2-U0-G3	15371	125	B2-U0-G3	24992	134	B2-U0-G3	16015	136	B2-U0-G3	
	FTA-IL	13026	85	B1-U0-G2	13307	88	B1-U0-G2	14493	96	B1-U0-G2	15073	100	B1-U0-G2	
30L	2	26581	108	B4-U0-G3	28930	117	B4-U0-G3	30903	125	B4-U0-G3	31561	128	B4-U0-G3	247
	3	16826	68	B2-U0-G3	20716	84	B2-U0-G3	22180	90	B2-U0-G3	24826	100	B2-U0-G3	
	3	27675	112	B3-U0-G4	30098	122	B3-U0-G4	32178	130	B3-U0-G4	32602	132	B3-U0-G4	
	3/L	20376	82	B2-U0-G3	22166	90	B2-U0-G3	23707	96	B2-U0-G3	26540	107	B2-U0-G3	
	FT	28206	114	B3-U0-G4	30681	124	B3-U0-G4	32818	133	B3-U0-G4	32602	132	B3-U0-G4	
	FT/L	26737	111	B3-U0-G4	29072	118	B3-U0-G4	31067	126	B3-U0-G4	34818	141	B3-U0-G4	
	FTA	20931	85	B2-U0-G3	22771	92	B2-U0-G3	24340	98	B2-U0-G3	27281	110	B2-U0-G3	
	FTA/L	18465	110	B2-U0-G3	20085	120	B2-U0-G3	21464	128	B2-U0-G3	24054	144	B2-U0-G3	
	FTA-IL	16588	84	B1-U0-G2	18041	91	B1-U0-G2	19293	97	B1-U0-G2	21622	109	B1-U0-G2	
36L	2	30214	102	B4-U0-G3	30225	111	B4-U0-G3	37454	116	B4-U0-G3	36739	121	B4-U0-G3	317
	3	20214	64	B2-U0-G3	21975	69	B2-U0-G3	24395	74	B2-U0-G3	23991	75	B2-U0-G3	
	3	33540	106	B3-U0-G4	36466	115	B3-U0-G4	38996	123	B3-U0-G4	38612	126	B3-U0-G4	
	3/L	24677	77	B2-U0-G3	26851	85	B2-U0-G3	28723	91	B2-U0-G3	30882	98	B2-U0-G3	
	FT	31832	101	B3-U0-G4	34838	109	B3-U0-G4	37313	117	B3-U0-G4	37785	119	B3-U0-G4	
	FT/L	31825	100	B3-U0-G4	34838	110	B3-U0-G4	37313	118	B3-U0-G4	39457	124	B3-U0-G4	
	FTA	24975	67	B2-U0-G4	27068	73	B2-U0-G4	28983	78	B2-U0-G4	33255	89	B2-U0-G4	
	FTA/L	22000	87	B2-U0-G3	23868	95	B2-U0-G3	25547	101	B2-U0-G3	28647	113	B2-U0-G3	
	FTA-IL	19764	74	B1-U0-G3	21434	81	B1-U0-G3	22944	86	B1-U0-G3	25736	98	B1-U0-G3	
42L	2	36786	94	B4-U0-G3	39894	103	B4-U0-G3	42768	110	B4-U0-G3	42663	110	B4-U0-G3	390
	3	23670	59	B2-U0-G3	25681	64	B2-U0-G3	27503	70	B2-U0-G3	28013	72	B2-U0-G3	
	3	38599	98	B3-U0-G4	41840	107	B3-U0-G4	44838	114	B3-U0-G4	45460	117	B3-U0-G4	
	3/L	28403	73	B2-U0-G3	30813	78	B2-U0-G3	33013	84	B2-U0-G3	35486	91	B2-U0-G3	
	SW	36649	95	B4-U0-G4	39520	100	B4-U0-G4	42261	108	B4-U0-G4	43145	111	B4-U0-G4	
	FT	36613	94	B4-U0-G4	39520	102	B4-U0-G4	42261	109	B4-U0-G4	43159	111	B4-U0-G4	
	FT/L	34127	87	B3-U0-G4	36976	95	B3-U0-G4	39545	102	B3-U0-G4	40353	104	B3-U0-G4	
	FTA	27870	72	B2-U0-G4	30226	78	B2-U0-G4	32345	83	B2-U0-G4	33537	86	B2-U0-G4	
	FTA/L	25170	97	B3-U0-G4	27288	105	B3-U0-G4	29199	113	B3-U0-G4	30253	117	B3-U0-G4	
	FTA-IL	22621	82	B2-U0-G3	24530	89	B2-U0-G3	26250	95	B2-U0-G3	27192	98	B2-U0-G3	

*LED Chips are frequently updated therefore values are nominal

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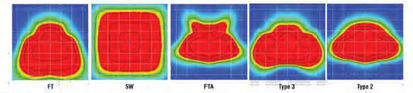
Performance (Cont.)

All published luminaire photometric testing performed to IESNA LM-79 standards. ISO footcandle plots below demonstrate the Slice (SLM) light patterns only. Not for total fixture output. For complete specifications and IES files, see website.



Ordering Guide

TYPICAL ORDER EXAMPLE: **SLM LED 36L SIL FTA UNV DIM 50 70CRI ALSCS04 BRZ IL**

Luminaire Prefix	Light Source	Lumen Package*	Light Output	Distribution	Orientation*	Voltage	Driver
SLM Slice Medium	LED	9L - 6,000 lms 12L - 12,000 lms 18L - 18,000 lms 24L - 24,000 lms 30L - 30,000 lms 36L - 36,000 lms 42L - 42,000 lms *Consult factory for programmable wattages and lumen packages	SIL - Silicone	2 - Type 2 3 - Type 3 SW - Type 3 Wide FT - Forward Throw FTA - Forward Throw: Automotive	(blank) - standard L - Optics rotated left 90 R - Optics rotated right 90	UNV - Universal Voltage (120-277V) HV - High Voltage (347-480V)	DIM - 0-10V Dimming (0-10%)

Color Temp	Color Rendering	Controls (Choose One)	Finish	Options
5T - 5,700 CCT[3,4,5] 5K - 5,000 CCT 4K - 4,000 CCT 3K - 3,000 CCT 27 - 2,700 CCT[5] AMB - Phosphor Converted Amber[6]	70CRI - 70 CRI 80CRI - 80 CRI[7] 90CRI - 90 CRI[7,8]	(Blank) - None **Wireless Controls Options** ALSC - AirLink Synapse Control System[9] ALSCH - AirLink Synapse Control System Hood / Satellite[10] ALSCS01 - AirLink Synapse Control System with 8-12' Motion Sensor[11] ALSCH01 - AirLink Synapse Control System Hood / Satellite with 8-12' Motion Sensor[11] ALSCS02 - AirLink Synapse Control System with 12-20' Motion Sensor[11] ALSCH02 - AirLink Synapse Control System Hood / Satellite with 12-20' Motion Sensor[11] ALSCS04 - AirLink Synapse Control System with 20-40' Motion Sensor[11] ALSCH04 - AirLink Synapse Control System Hood / Satellite with 20-40' Motion Sensor[11] **Stand-Alone Controls** EXT - 0-10v Dimming (from external signal) IMSSM01 - Integral Motion Sensor 8-12' 120-277V[12] IMSSM02 - Integral Motion Sensor 12-20' 120-277V[12] IMSSM04 - Integral Motion Sensor 20-40' 120-277V[12] IMSSM01HV - Integral Motion Sensor 8-12' 347-480V[12,13] IMSSM02HV - Integral Motion Sensor 12-20' 347-480V[12,13] IMSSM04HV - Integral Motion Sensor 20-40' 347-480V[12,13] CR7P - 7 Pin Control Receptacle ANSI C136.41[14] **Button Type Photocells** PCI120 - 120V PCI208-277 - 208 -277V PCI347 - 347V	(Blank) - None BRZ - Bronze BLK - Black GPT - Graphite MSV - Metallic Silver WHT - White PLP - Platinum Plus SVG - Satin Verde Green	(Blank) - None IL - Integral Louver HSS[15]

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09/28/18

Slice Medium - SLM
Outdoor LED Area Light

Accessory Ordering Information[8]

Description	Order Number	Description	Order Number
PCI120 Photocell for use with CR7P option (120V)[7]	120514	DHC05L240 Double Fusing (208V, 240V)	DHC40
PCI208-277 Photocell for use with CR7P option (208V, 240V, 277V)[7]	122335	DHU40 Double Fusing (480V)	DHU40
PCI347 Photocell for use with CR7P option (347V)[7]	122516	DHU347 Double Fusing (347V)	DHU47
PCI480 Photocell for use with CR7P option (480V)[7]	122516S	KSRPP – Round Pole Adapter for 5" Poles[16]	370983CLR
ALSC UNV TLS – AirLink 3Pin Twist Lock Controller[17]	661409	IL – Integral Louver HSS	IL6472
ALSC UNV TL7 – AirLink 7Pin Twist Lock Controller[17]	661418	Universal Mounting Bracket (UMB)[16]	MB4762CLR
PMR524 – 24V Pole-Mount Occupancy Sensor (ALSCH Compatible)[18]	662364CLR	Adjustable Slip Fitter (ASF)[16]	688138CLR
IMS-PC Remote Configurator Tool	594929	Post Decal Mount Bracket - Square Pole[16]	687873CLR
KSRPP – Round Pole Adapter for 5" Round Tapered Poles[16]	438378CLR	Pole Quick Mount Bracket – 4-5' Round Pole[16]	688085CLR
SARPP – Round Pole Adapter for 4" Poles[16]	370967CLR	13" Tilt Pole Quick Mount Bracket - Square Pole[16]	688083CLR
PA120 Single Fusing (120V)	PA120	13" Tilt Pole Quick Mount Bracket - 4-5' Round Pole[16]	688080CLR
PA277 Single Fusing (277V)	PA277	RMJ 3083 RAM - QLK Wall Mount Bracket[16]	358132CLR

FOOTNOTES:
1 - Not available on "Type V" distribution
2 - Consult Factory for availability.
3 - Only available in 9L and 12L Lumen Packages
4 - Not available with IL
5 - Consult Factory for Site Layout
6 - IMS is field adjustable, via a hand held Remote Configurator Tool, which must be ordered separately. See Accessory Ordering Information.
7 - Control device must be ordered separately. 7 pin standard. See Accessory Ordering Information.
8 - Accessories are shipped separately and field installed.
9 - ALSC Requires ALSCS to be ordered. See Options.
10 - Only available with ALSC Controls
11 - "CLR" denotes finish. See Finish options
12 - Only available in 5700K 90CRI for screen packages 24L-42L

Accessories/Options

Integral Louver (IL)

Accessory Integral Louver available for improved back-light control without sacrificing street side performance. LSI's Integral Louver (IL) option delivers backlight control that significantly reduces light spill behind the pole for applications with pole locations close to adjacent properties. The integrated louvers' design maximizes forward-reflected light while - reducing glare, maintaining the optical distribution selected, and most importantly, eliminating light trespass. The Integral louver rotates with the optical distribution.

Luminaire Shown with Integral Louver (IL)



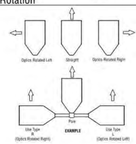
7 Pin Photoelectric Control

7-pin ANSI C136.41-2013 control receptacle option available for twist lock photocontrols or wireless control modules. Control accessories sold separately. Dimming leads from the receptacle will be connected to the driver dimming leads (Consult factory for alternate wiring).

Fixture Shown with CR7P



Optics Rotation



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Slice Medium - SLM
Outdoor LED Area Light

Stand-alone Controls: Occupancy Sensor (IMS)

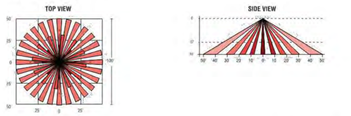
The integral passive infrared motion sensor activates switching of luminaire light levels. Standard Factory settings: High level light is activated and increased to full bright upon detection of motion. Low/light level (10% maximum drive current) is activated when target zone is absent of motion activity for ~5 minutes. See coverage diagram for detection cone.

The Remote Configurator Tool allows for easy and safe programming of each luminaire from ground level.
See the Remote Configurator User Guide for programming instructions.

When ordering the Stand-alone Occupancy Sensor on the fixture, you must include IMS (see ordering guide for mounting height options) as the controls option in the fixture nomenclature.

To order as a motion sensor with the AirLink Wireless Control System, see ordering guide under "Wireless Controls System" and select the ALSCS controls option with the desired mounting height.

IMS Coverage Diagrams



Remote Configurator Tool



Luminaire Shown with IMS



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09/28/18

Slice Medium - SLM
Outdoor LED Area Light

AirLink
enabled by Synapse®

The AirLink enabled by Synapse Wireless Lighting Control System is the perfect solution for commercial, industrial and municipal applications, such as: auto dealerships, parking lots, garages, shopping complexes and warehouses.

AirLink utilizes robust wireless communication via 2.4 GHz Self-Healing Mesh Network which not only increases reliability and accuracy of system, but also eliminates single point of failure.

The flexibility of the system make it perfect for new construction and retrofit projects. The user-friendly AirLink web application is accessible through any device with an internet connection and allows for complete customization of the system's features.

Some capabilities of the system include: occupancy/vacancy sensing, daylight harvesting, scheduling, high-end trim, dimming, zone control, BMS integration and energy monitoring.

The AirLink System

Wireless controls & sensors



Centralized control & integration



Simple-to-use software

AirLink Site Manger: Lighting control web app

Contact LSI Controls

Sales
controls.sales@lsi-industries.com

Support
controls.support@lsi-industries.com
1 (800) 436-7800 (support, option 8)

More information
For more information on AirLink, visit our website at www.lsi-airlink.com

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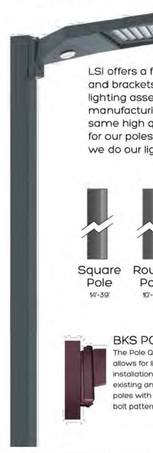
09/28/18

Slice Medium - SLM
Outdoor LED Area Light

poles & Brackets



LSI offers a full line of poles and brackets to complete your lighting assembly. Our USA manufacturing facility has the same high quality standards for our poles and brackets as we do our lighting fixtures.



BKA UMB CLR
The 3G rated Universal Mounting Bracket (UMB) allows for seamless integration of LSI Luminaires onto existing or new construction poles. The UMB bracket was designed specifically for square or round (tapered/ straight) poles with (2) mounting hole spaces between 3.5"-5".



BKA ASF CLR
The adjustable Slip Fitter is a 3G rated rugged die cast aluminum adapter to mount LSI luminaires onto a 2" (51mm) IP, 2.375" (60mm) O.D. tenon. The Adjustable Slip Fitter can be rotated 180° allowing for tilting LSI luminaires up to 45 and 90 when using a vertical tenon.

BKS PQMH CLR
The Pole Quick Mount Bracket allows for lightning fast installation

QUIKTRIP 4263

SITE PLAN AND CONDITIONAL USE

A PARCEL OF LAND IN THE SOUTHWEST $\frac{1}{4}$ SECTION SECTION 26, TOWNSHIP 4 SOUTH, RANGE 67 WEST, 6TH P.M.
COUNTY OF ARAPAHOE, STATE OF COLORADO

Catalog #: Project:
Prepared By: Date: Type:

XSPS

LED Soffit Light



OVERVIEW	
Lumen Package	4000 - 8000
Wattage Range	43 -98
Efficacy Range (LPW)	96 -104
Weight lbs (kg)	7.6 (3.5)

QUICK LINKS

Ordering Guide | Performance | Photometrics | Dimensions

FEATURES & SPECIFICATIONS

Construction

- Housing is die-formed aluminum with diffuse acrylic lens providing a water-resistant seal. Enclosure contains factory prewired driver and optical unit containing LEDs.
- Recess mount into an enclosed soffit with screws through the mounting frame. 8" clearance required for ease of installation.
- Finished with LSI's DuraGrip® polyester powder coat finishing process. The DuraGrip finish withstands extreme weather changes without cracking or peeling, and is guaranteed for five full years. Standard color is gloss white.
- Shipping weight: 7.6 lbs in carton.
- Suitable for wet locations.

Optical System

- Symmetric distribution with excellent uniformity and a BUG rating of B2-U0-G1. Diffuse lens is standard to minimizing visibility of LEDs.
- Select high-brightness LEDs.
- Available in 5000K, 4000K and 3000K
- Color temperatures per ANSI C78.377.
- Minimum CRI of 80.

Electrical

- High-performance factory programmable driver features over-voltage, under voltage, short-circuit and over temperature protection with integral surge protection that meets IEEE C62.41.2 and ANSI C82.77. -5 Location Category C Low standards.
- 0-10 volt dimming (10% - 100%) standard.
- 120-347VAC 50/60Hz
- Thermal protector standard on 5000-8000 lumen versions.
- L80 Calculated Life: >100k Hours (See Lumen Maintenance chart)
- Total harmonic distortion: <20%
- Operating temperature: -40°C to 40°C (-40°F to 104°F) for HO and VHO. -40°C to 45°C (-40°F to 113°F) for SS. -40°C to 35°C (-40°F to 95°F) for SHO .
- Power factor: >0.90
- Input power stays constant over life.
- High-efficacy LEDs with integrated circuit board mount to the housing to maximize heat dissipation and promote long life.
- Driver components are fully encased in potting material for moisture resistance. Driver complies with FCC standards.

Warranty

- LSI luminaires carry a 5-year limited warranty. Refer to https://www.lsicorp.com/resources/terms-conditions-warranty/ for more information.

Listings

- Listed to UL 1598 and UL 8750
- Suitable For Damp Locations
- Meets Buy American Act requirements.
- DesignLights Consortium® (DLC) qualified product. Not all versions of this product may be DLC qualified. Please check the DLC Qualified Products List at www.designlights.org/QPL to confirm which versions are qualified.
- IDA compliant with 3000K or lower color temperature.

Type:

XSPS LED Soffit Light

ORDERING GUIDE

Back to Quick Links

TYPICAL ORDER EXAMPLE: **XSPS S LED SS CW 120 GWT DFL**

Prefix	Distribution	Light Source	Drive Current	Color Temperature	Input Voltage	Finish	Lens	Options
XSPS - LED Soffit	**S** - Symmetric	**LED**	**SS** - 6,000 Lumens **MD** - 8,000 Lumens **VHO** - 8,000 Lumens **SHO** - 8,000 Lumens	**CW** - 5000K 80 CRI **NW** - 4000K 80 CRI **WW** - 3000K 80 CRI	**120** - 120V **208** - 208V **240** - 240V **277** - 277V **347** - 347V	**GWT** - Gloss White	**DFL** - Diffused Acrylic Lens	**CMT** - Channel Bar Mounting Kit **BB** - Emergency Battery Pack[1]

1 - Emergency Battery Pack only available on the SS - 4000 lumen version (120, 208, 240 & 277V versions).

PERFORMANCE

DELIVERED LUMENS

Lumen Package	Distribution	Lens Type	CRI	3000K CCT			4000K CCT			5000K CCT			Wattage
				Delivered Lumens	Efficacy	Bug Rating	Delivered Lumens	Efficacy	Bug Rating	Delivered Lumens	Efficacy	Bug Rating	
SS	S	DFL	80	3816	123	B2-U0-G1	4022	129	B2-U0-G1	3966	128	B2-U0-G1	31
HO	S	DFL	80	4756	120	B3-U0-G1	5011	127	B2-U0-G1	4941	125	B2-U0-G1	40
VHO	S	DFL	80	5733	118	B3-U0-G1	6041	124	B2-U0-G1	5957	122	B2-U0-G1	49
SHO	S	DFL	80	7539	113	B3-U0-G1	7965	119	B3-U0-G1	7853	118	B3-U0-G1	67

LEDs are frequently updated therefore values are nominal.

Electrical Data (Amps)*

Lumen Package	Wattage	120V	208V	240V	277V	347V
SS	31	0.26	0.15	0.13	0.11	0.09
HO	40	0.33	0.19	0.16	0.14	0.11
VHO	49	0.41	0.23	0.2	0.18	0.14
SHO	67	0.56	0.32	0.28	0.24	0.19

*Electrical data at 25C (77F). Actual wattage may differ by +/-10%.

RECOMMENDED LUMEN MAINTENANCE

Ambient Temp C	Initial[2]	25K hrs.[1]	50K hrs.[1]	75K hrs.[1]	100K hrs.[1]
25 C	100%	95%	91%	86%	82%

1 - In accordance with IESNA TM-21-11. Projected Values represent interpolated value based on time durations that are within six times the IESNA LM-80-08 total test duration for the device under testing.
2 - In accordance with IESNA TM-21-11. Calculated Values represent time durations that exceed six times the IESNA LM-80-08 total test duration for the device under testing.

Type:

XSPS LED Soffit Light

PHOTOMETRICS

Back to Quick Links

Luminaire photometry has been conducted by a NVLAP accredited testing laboratory in accordance with IESNA LM-79-08. As specified by IESNA LM-79-08 the entire luminaire is tested as the source resulting in a luminaire efficiency of 100%.
For complete specifications and IES files, see website.

XSPS S LED HO NW DFL

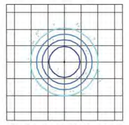
Luminaire Data

Type 5 Distribution	
Description	4000 Kelvin, 70 CRI
Delivered Lumens	5,011
Watts	39.5
Efficacy	127
IES Type	Type VS - Very Short
BUG Rating	B2-U0-G1

Zonal Lumen Summary

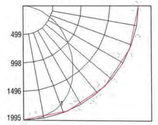
Zone	Lumens	%Luminaire
Low (0-30°)	1538	31%
Medium (30-60°)	2565	51%
High (60-80°)	826	16%
Very High (80-90°)	84	2%
Uplight (90-180°)	0	0%
Total Flux	5011	100%

ISO FOOTCANDLE PLOT



10' Mounting Height/10' Grid Spacing
5 FC 2 FC 1 FC 0.5 FC

POLAR CURVE



Type:

XSPS LED Soffit Light

PRODUCT DIMENSIONS

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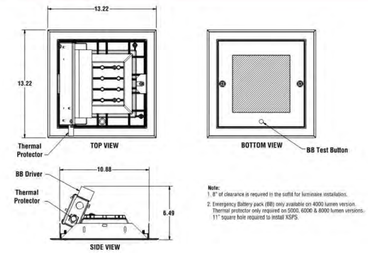

Note:
1. 8" of clearance is required in the soffit for luminaire installation.
2. Emergency Battery pack (BB) only available on 4000 lumen version. Thermal protector only required on 5000, 6000 & 8000 lumen versions.
11" square hole required to install XSPS.

811 Know what's below. Call before you dig.

NO.	REVISION	BY	DATE	APPR.

Kimley»Horn
2024 KIMLEY-HORN AND ASSOCIATES, INC.
6200 S South Syracuse Way #300
Greenwood Village, Colorado 80111 (303) 228-2300

DESIGNED BY: SAM
DRAWN BY: SPD
CHECKED BY: SAM
DATE: 08/30/24

QUIKTRIP 4263
PARKER RD. & HAVANA
SITE PLAN
PHOTOMETRIC DETAILS

PRELIMINARY
NOT FOR CONSTRUCTION
Kimley»Horn
Kimley-Horn and Associates, Inc.

PROJECT NO.
096888046

DRAWING NAME
096888046_PH.DWG

20

K:\DEN_Civil\096888046_QuikTrip 4263 Aurora\CADD\PlanSheets\Site Plan\096888046_PH.dwg DeHoyos, Schuyler 12/13/2024 11:44 AM

QUIKTRIP 4263
SITE PLAN AND CONDITIONAL USE
A PARCEL OF LAND IN THE SOUTHWEST $\frac{1}{4}$ SECTION SECTION 26, TOWNSHIP 4 SOUTH, RANGE 67 WEST, 6TH P.M.
COUNTY OF ARAPAHOE, STATE OF COLORADO

Catalog #: Project:
Prepared By: Date: Type:

Mirada Large (MRL)
Outdoor LED Area Light

IP66

OVERVIEW	
Lumen Package	40,000 – 78,000
Wattage Range	286 – 648
Efficacy Range (LPW)	115 – 154
Weight lbs(kg)	60 (272)

QUICK LINKS: Ordering Guide | Performance | Photometrics | Dimensions

FEATURES & SPECIFICATIONS

Construction
- Rugged die-cast aluminum housing, optical frame, and driver access cover.
- Fixtures are finished with LSI's DuraGrip® polyester powder coat finishing process. The DuraGrip finish withstands extreme weather changes without cracking or peeling. Other standard LSI finishes available. Consult factory.
- Shipping weight: 68 lbs in carton.

Optical System
- State-of-the-Art one piece silicone optic sheet delivers industry leading optical control with an integrated gasket to provide IP66 rated sealed optical chamber in 1 component.
- Proprietary silicone refractor optics provide exceptional coverage and uniformity in IES Types 2, 3, SW, FT, FTA, and AM.
- Silicone optical material does not yellow or crack with age and provides a typical light transmittance of 93%.
- Zero uplight.
- Available in 5000K, 4000K, and 3000K color temperatures per ANSI C78.377.
- Minimum CRI of 70.
- Integral louver (IL) and house-side shield (IH) options available for improved backlight control without sacrificing street side performance. See page 5 for more details.

Electrical
- High-performance programmable driver features over-voltage, under-voltage, short-circuit and over temperature protection. Custom lumen and wattage packages available.
- 0-10V dimming (10% - 100%) standard.
- Standard Universal Voltage (120-277 Vac) Input 50/60 Hz or optional High Voltage (347-480 Vac).
- L90 Calculated Life: >100k Hours (See Lumen Maintenance on Page 4)
- Total harmonic distortion: <20%
- Operating temperature: -40°C to +50°C (-40°F to +122°F). 65L and 78L lumen packages rated to +40°C.
- Power factor: >.90
- Input power stays constant over life.
- Field replaceable 10kV surge protection device meets a minimum Category C Low operation (per ANSI/IEEE C62.41.2).
- High-efficacy LEDs mounted to metal-core circuit board to maximize heat dissipation
- Components are fully encased in potting material for moisture resistance. Driver complies with FCC standards. Driver and key electronic components can easily be accessed.

Controls
- Optional integral passive infrared Bluetooth™ motion and photocell sensor (see page 5 for more details). Fixtures operate independently and can be commissioned via iOS or Android configuration app.
- LSI's AirLink™ wireless control system options reduce energy and maintenance costs while optimizing light quality 24/7. (see page 8 for more details).

Installation
- Designed to mount to square or round poles.
- A single fastener secures the hinged door, underneath the housing and provides quick & easy access to the electrical compartment for installing/servicing.
- Included terminal block accepts up to 12 ga. wire.
- Utilizes both B3 and B5 drill patterns for easy fastening of LSI products. (See drawing on page 8)

Warranty
- LSI LED Fixtures carry a 5-year warranty.

Listings
- Listed to UL 1598 and UL 8750.
- State of California Title 24 Compliant; with IMSBT, ALSC, or ALSCH Options.
- DesignLights Consortium® (DLC) qualified product. Not all versions of this product may be DLC qualified. Please check the DLC Qualified Products List at www.designlights.org/QPL to confirm which versions are qualified.
- Meets Buy American Act requirements.
- IDA compliant; with 3000K color temperature selection.
- Suitable for wet locations.
- IP66 rated Luminaire per IEC 60598.
- 3G rated for ANSI C136.31 high vibration applications are qualified.
- DesignLights Consortium® (DLC) qualified product. Not all versions of this product may be DLC qualified. Please check the DLC Qualified Products List at www.designlights.org/QPL to confirm which versions are qualified.

Specifications and dimensions subject to change without notice.

Type:

Mirada Large Outdoor LED Area Light

Back to Quick Links

ORDERING GUIDE

TYPICAL ORDER EXAMPLE: MRL LED 40L SIL FTA L UNV DIM 50 70CRI ALSCS04 BRZ IL

Prefix	Lens	Lumen Package	Lens	Distribution	Orientation[2]	Voltage
MRL - Mirada Large	LED	40L - 40,000 lms 50L - 50,000 lms 65L - 65,000 lms 78L - 78,000 lms Custom Lumen Packages[1]	SIL - Silicone	2 - Type 2 3 - Type 3 SW - Type 5 Wide FT - Forward Throw FTA - Forward Throw Automotive AM - Automotive Merchandise	(Blank) - Standard L - Optics rotated left 90° R - Optics rotated right 90°	UNV - Universal Voltage (120-277V) HV - High Voltage (347 - 480V)

Driver	Color Temperature	Color Rendering	Controls	Finish	Options
DIM - 0-10v Dimming (10-100%)	50 - 5,000 CCT 40 - 4,000 CCT 30 - 3,000 CCT	70CRI - 70 CRI	(Blank) - None **Wireless Controls System** ALSC - AirLink Synapse Control System ALSCH1 - AirLink Synapse Control System High / Satellite with 12-20' Motion Sensor[3] ALSCH2 - AirLink Synapse Control System High / Satellite with 12-32' Motion Sensor[3] ALSCS04 - AirLink Synapse Control System with 20-40' Motion Sensor[3] ALSCH04 - AirLink Synapse Control System Host / Satellite with 20-40' Motion Sensor[3] ALBC01 - AirLink Blue Wireless Motion & Photo Sensor Controller (8-24'mounting height)[4] ALBC02 - AirLink Blue Wireless Motion & Photo Sensor Controller (25-40' mounting height)[4] **Stand-Alone Controls** EXT - 0-10v Dimming leads extended to housing exterior CR7P - 7 Pin Control Receptacle ANSI C136.41* IMSBT1 - Integral Bluetooth® Motion and Photocell Sensor (8-24' MH)[5] IMSBT2 - Integral Bluetooth® Motion and Photocell Sensor (25-40' MH)[5] **Button Type Photocells** PCI120 - 120V PCI208-277 - 208-277V PCI347 - 347V	BLK - Black BRZ - Dark Bronze GMG - Gun Metal Grey GPT - Graphite MDV - Medallic Silver PLP - Platinum Plus SVG - Satin Verde Green WHT - White	(Blank) - None IH - Integral Houseside Shield[6] IL - Integral Louver (Sharp Spill Light Cutoff)[7]

Accessory Ordering Information[1]

Controls Accessories

Description	Order Number
Twist Lock Photocell (120V) for use with CR7P*	1205514
Twist Lock Photocell (208-277) for use with CR7P*	1205515
Twist Lock Photocell (347V) for use with CR7P*	1205516
Twist Lock Photocell (480V) for use with CR7P*	1205180
AirLink 5 Pin Twist Lock Controller*	6814496
AirLink 5 Pin Twist Lock Controller*	6814410
Pole-Mounted Occupancy Sensor (PASY-)*	6603845LR
Shorting Cap for use with CR7P*	146028

Fusing Accessories[11]

Description	Order Number
Single Fusing (120V)	PA120
Single Fusing (120V)	PA277
Double Fusing (480V)	DPA480
Double Fusing (347V)	DPA347

Mounting Accessories[8]

Description	Order Number
Universal Mounting Bracket	6946185LR
Adjustable Slip Fitter (3" - 3.5/8" Tenon)	6881385LR
Quick Mount Pole Bracket (Square Pole)	6815730LR
Quick Mount Pole Bracket (4.5" Round Pole)	6896800LR
15 TR Quick Mount Pole Bracket (Square Pole)	6896802LR
15 TR Quick Mount Pole Bracket (4.5" Round Pole)	6896803LR
Wall Mount Bracket	3821320LR
Wood Pole Bracket (6" Minimum Pole Diameter)	7512190LR

Shielding & Miscellaneous Accessories

Description	Order Number
Integral Louver(Sharp)	7404118
Internal Houseside Shield	6864185
10' Linear Bird Spike Kit (4' Recommended per Luminaires)	7367185

FOOTNOTES:
1. Custom lumen and wattage packages available, consult factory. Values are within industry standard tolerances but not DLC listed.
2. Not available with SW distribution
3. Consult Factory for Site Layout
4. Not Available in HV
5. IMSBT is field configurable via the LSI app that can be downloaded from your smartphone's native app store. Consult Factory for 347-480V.
6. Control device or shorting cap must be ordered separately. See Accessory Ordering Information.
7. Accessories are shipped separately and field installed.
8. Factory installed CR7P option required. See Options.
9. "CLR" denotes finish. See Finish options
10. Only available with ALSC/ALSCH control options.
11. Fusing must be located in hand-hole of pole.

Type:

Mirada Large Outdoor LED Area Light

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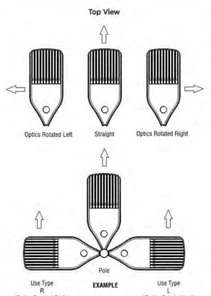
OPTICS ROTATION



ACCESSORIES/OPTIONS

Integral Louver (IL) and House-Side Shield (IH)

Accessory louver and shield available for improved backlight control without sacrificing street side performance. LSI's Integral Louver (L) and Integral House-Side Shield (IH) options deliver backlight control that significantly reduces spill light behind the poles for applications with pole locations close to adjacent properties. The design maximizes forward reflected light while reducing glare, maintaining the optical distribution selected, and most importantly eliminating light trespass. Both options rotate with the optical distribution.

Luminaire Shown with IMSBT & IL/IH Options



7 Pin Photoelectric Control

7-pin ANSI C136.41-2013 control receptacle option available for twist lock photocontrols or wireless control modules. Control accessories sold separately. Dimming leads from the receptacle will be connected to the driver dimming leads (Consult factory for alternate wiring).

Luminaire Shown with CR7P



Type:

Mirada Large Outdoor LED Area Light

Back to Quick Links

PERFORMANCE

Delivered Lumens*

Lumen Package	Distribution	CRI	3000K CCT Delivered Lumens	3000K CCT Efficacy	3000K CCT BUG Rating	4000K CCT Delivered Lumens	4000K CCT Efficacy	4000K CCT BUG Rating	5000K CCT Delivered Lumens	5000K CCT Efficacy	5000K CCT BUG Rating	Wattage
40L	2	70	39770	139	B3-U0-G4	41255	144	B3-U0-G4	42884	150	B3-U0-G4	286
	3		40747	142	B3-U0-G4	42280	148	B4-U0-G4	43917	154	B4-U0-G4	
	SW		40392	141	B3-U0-G4	41901	147	B5-U0-G4	43533	152	B5-U0-G4	
	FT		40542	141	B4-U0-G4	41946	146	B4-U0-G5	43482	152	B4-U0-G5	
	FTA		40673	142	B4-U0-G4	42192	148	B4-U0-G4	43838	153	B4-U0-G4	
	AM		41923	143	B4-U0-G3	42347	148	B4-U0-G3	43998	154	B4-U0-G3	
50L	2	70	49872	132	B3-U0-G4	51216	137	B5-U0-G4	53213	142	B5-U0-G4	376
	3		50096	135	B4-U0-G5	52475	140	B4-U0-G5	54021	145	B4-U0-G5	
	SW		50145	134	B3-U0-G4	52018	139	B5-U0-G4	54047	144	B5-U0-G4	
	FT		50082	134	B4-U0-G5	51992	139	B4-U0-G5	53978	144	B4-U0-G5	
	FTA		50493	135	B5-U0-G4	52379	140	B5-U0-G4	54422	145	B5-U0-G4	
	AM		50689	135	B4-U0-G3	52572	140	B4-U0-G3	54622	146	B4-U0-G3	
65L	2	70	63338	172	B3-U0-G4	65660	177	B5-U0-G5	68253	182	B5-U0-G5	318
	3		64694	175	B5-U0-G5	67267	179	B5-U0-G5	69932	185	B5-U0-G5	
	SW		64303	174	B5-U0-G5	66702	179	B5-U0-G5	69324	184	B5-U0-G5	
	FT		64259	174	B5-U0-G5	66636	179	B5-U0-G5	69237	184	B5-U0-G5	
	FTA		64766	175	B5-U0-G5	67195	180	B5-U0-G5	69900	185	B5-U0-G5	
	AM		65005	175	B4-U0-G3	67432	180	B4-U0-G3	70082	186	B5-U0-G3	
78L	2	70	74867	115	B3-U0-G5	77456	120	B5-U0-G5	80478	124	B5-U0-G5	648
	3		74967	115	B5-U0-G5	77455	120	B5-U0-G5	80478	124	B5-U0-G5	
	SW		74519	114	B5-U0-G5	76782	118	B5-U0-G5	79777	123	B5-U0-G5	
	FT		73925	114	B5-U0-G5	76685	118	B5-U0-G5	79676	123	B5-U0-G5	
	FTA		74532	115	B5-U0-G5	77315	119	B5-U0-G5	80330	124	B5-U0-G5	
	AM		74805	115	B5-U0-G3	77599	120	B5-U0-G3	80625	124	B5-U0-G3	

*LEDs are frequently updated therefore values are nominal.

ELECTRICAL DATA (AMPS)*

Lumens	120V	208V	240V	277V	347V	480V
40L	2.38	1.38	1.19	1.03	0.82	0.60
50L	3.13	1.80	1.56	1.35	1.08	0.78
65L	4.32	2.49	2.16	1.87	1.49	1.08
78L	5.40	3.12	2.70	2.34	1.87	1.35

*Electrical data at 25°C (77°F). Actual wattage may differ by +/-10%

RECOMMENDED LUMEN MAINTENANCE*

Ambient	1kHrs[2]	25k[2]	50k[2]	75k[2]	100k[2]
0 C - 40C	100%	100%	97%	94%	92%

FOOTNOTES:
1. Lumen maintenance values at 25C are calculated per TM-21 based on LM-80 data and in-situ testing.
2. In accordance with IESNA TM-21-11, Projected Values represent interpolated value based on time durations that are within six times the IESNA LM-80-08 total test duration for the device under testing.
3. In accordance with IESNA TM-21-11, Calculated Values represent time durations that exceed six times the IESNA LM-80-08 total test duration for the device under testing.

Type:

Mirada Large Outdoor LED Area Light

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PHOTOMETRICS

Luminaire photometry has been conducted by a NVLAP accredited testing laboratory in accordance with IESNA LM-79-08. As specified by IESNA LM-79-08 the entire luminaire is tested as the source resulting in a luminaire efficiency of 100%.

See https://www.lsicorp.com/product/mirada-large/ for detailed photometric data.

MRL-LED-65L-SIL-2-40-70CRI

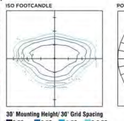
LUMINAIRE DATA

Type 2 Distribution	
Description	4000 Kelvin, 70 CRI
Delivered Lumens	65,660
Watts	518
Efficacy	127
IES Type	Type II - Short
BUG Rating	B5-U0-G5

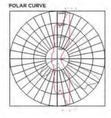
Zonal Lumen Summary

Zone	Lumens	%Luminaire
Low (0-30)°	11653	18%
Medium (30-60)°	41936	62%
High (60-80)°	13243	20%
Very High (80-90)°	588	1%
Uplight (90-180)°	0	0%
Total Flux	65660	100%

ISO FOOTCANDLE



POLAR CURVE



MRL-LED-65L-SIL-3-40-70CRI

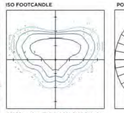
LUMINAIRE DATA

Type 3 Distribution	
Description	4000 Kelvin, 70 CRI
Delivered Lumens	67,307
Watts	518
Efficacy	130
IES Type	Type III - Short
BUG Rating	B5-U0-G5

Zonal Lumen Summary

Zone	Lumens	%Luminaire
Low (0-30)°	6960	10%
Medium (30-60)°	31977	48%
High (60-80)°	21783	32%
Very High (80-90)°	727	1%
Uplight (90-180)°	0	0%
Total Flux	67361	100%

ISO FOOTCANDLE



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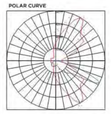


MRL-LED-65L-SIL-FT-40-70CRI

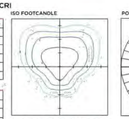
LUMINAIRE DATA

Type FT Distribution	
Description	4000 Kelvin, 70 CRI
Delivered Lumens	65,928
Watts	518
Efficacy	129
IES Type	Type VF - Short
BUG Rating	B5-U0-G5

Zonal Lumen Summary

Zone	Lumens	%Luminaire
Low (0-30)°	9142	13%
Medium (30-60)°	31955	39%
High (60-80)°	25973	38%
Very High (80-90)°	1069	2%
Uplight (90-180)°	0	0%
Total Flux	66658	100%

ISO FOOTCANDLE



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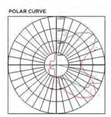


Type:

Mirada Large Outdoor LED Area Light

PHOTOMETRICS (CONT)

MRL-LED-65L-SIL-SW-40-70CRI

LUMINAIRE DATA

Type SW Distribution	
Description	4000 Kelvin, 70 CRI
Delivered Lumens	66,722
Watts	518
Efficacy	129
IES Type	Type VS - Short
BUG Rating	B5-U0-G5

Zonal Lumen Summary

Zone	Lumens	%Luminaire
Low (0-30)°	6319	10%
Medium (30-60)°	33193	50%
High (60-80)°	26806	40%
Very High (80-90)°	433	1%
Uplight (90-180)°	0	0%
Total Flux	66722	100%

ISO FOOTCANDLE

POLAR CURVE



MRL-LED-65L-SIL-FTA-40-70CRI

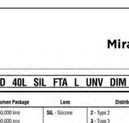
LUMINAIRE DATA

Type FTA Distribution	
Description	4000 Kelvin, 70 CRI
Delivered Lumens	67,185
Watts	518
Efficacy	130
IES Type	Type I - Very Short
BUG Rating	B5-U0-G5

Zonal Lumen Summary

Zone	Lumens	%Luminaire
Low (0-30)°	14879	22%
Medium (30-60)°	39343	59%
High (60-80)°	12086	18%
Very High (80-90)°	874	1%
Uplight (90-180)°	0	0%
Total Flux	67183	100%

ISO FOOTCANDLE



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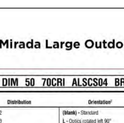


MRL-LED-65L-SIL-AM-40-70CRI

LUMINAIRE DATA

Type AM Distribution	
Description	4000 Kelvin, 70 CRI
Delivered Lumens	67,432
Watts	518
Efficacy	130
IES Type	Type III - Very Short
BUG Rating	B5-U0-G3

Zonal Lumen Summary

Zone	Lumens	%Luminaire
Low (0-30)°	13837	9%
Medium (30-60)°	44854	43%
High (60-80)°	8162	49%
Very High (80-90)°	779	1%
Uplight (90-180)°	0	0%
Total Flux	67432	100%

ISO FOOTCANDLE



POLAR CURVE

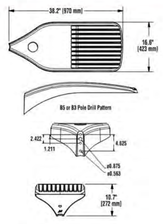


Type:

Mirada Large Outdoor LED Area Light

PRODUCT DIMENSIONS

Back to Quick Links



LUMINAIRE EPA CHART - MRL

EPA Degree	0	30	45	EPA Degree	0	30	45
Single	0.8	2.2	2.9	180°	2.0	3.8	4.5
D180°	1.6	2.2	2.9	TR120°	2.0	5.0	6.0
D90°	1.2	3.0	3.7	QUAD	2.0	3.8	4.5

CONTROLS

AirLink Wireless Lighting Controller

The AirLink integrated controller is a California Title 24 compliant lighting controller that provides real-time light monitoring and control with utility-grade power monitoring. It includes a 24V sensor input and power supply to connect a sensor into the outdoor AirLink wireless lighting system. The wireless integrated controller is compatible with this fixture.

Click the link below to learn more details about AirLink.

https://www.lsicorp.com/documents/datasheets/airlink-outdoor-specsheet.pdf

Integral Bluetooth™ Motion and Photocell Sensor (IMSBT)

Slim low profile sensor provides multi-level control based on motion and/or daylight. Sensor controls 0-10 VDC LED drivers and is rated for cold and wet locations (-30° C to 70° C). Two unique PIR lenses are available and used based on fixture mounting height. All control parameters are adjustable via an iOS or Android App capable of storing and transmitting sensor profiles.

Click the link below to learn more details about IMSBT.

https://www.lsicorp.com/documents/datasheets/imsbt-specsheet.pdf

AirLink Blue

Wireless Bluetooth Mesh Outdoor Lighting Control System that provides energy savings, code compliance and enhanced safety/security for parking lots and parking garages. Three key components: Bluetooth wireless radio/sensor controller, Time Keeper and an iOS App. Capable of grouping multiple fixtures and sensors as well as scheduling time-based events by zone. Radio/Sensor Controller is factory integrated into Area/Site, Wall Mounted, Parking Garage and Canopy luminaires.

Click the link below to learn more details about AirLink Blue.

https://www.lsi-airlink.com/airlink-blue/

Type:

Mirada Large Outdoor LED Area Light

POLES & BRACKETS

LSI offers a full line of poles and mounting accessories to complete your lighting assembly. Aluminum and steel in both square and round shafts. In addition, LSI offers round tapered, fluted and hinge based poles. Designed and engineered for durability and protected with our own baked DuraGrip Protection System. Also available with our DuraGrip+ Protection system for unmatched corrosion resistance and an extended warranty. American made in our Ohio facility with industry leading lead times.

Click the link below to learn more details about poles & brackets.

https://www.lsicorp.com/products/poles-and-brackets-area-street.aspx



BKA UMB CLR
The 3G rated UMB allows for seamless integration of LSI luminaires onto existing/ retrofit or new construction poles. The UMB was designed for square or round (tapered or straight) poles with two mounting hole spacings between 3.5" - 5".



BKA ASF CLR
The adjustable Slip Fitter is a 3G rated rugged die cast aluminum adapter to mount LSI luminaires onto a onto a 2" iron pipe. 2 3/8 OD tenon. The Adjustable Slip Fitter can be rotated 180° allowing for fitting LSI luminaires up to 45° and 90° when using a vertical tenon.



BKS PQMIS CLR
The Pole Quick Mount Bracket allows for precise 15° uplift of LSI luminaires for greater throw of light and increased vertical illumination as well as fast installation onto poles with LSI's 3" or 5" bolt pattern.



BKS PQMH CLR
The Pole Quick Mount Bracket allows for tightening fast installation of LSI luminaires onto existing and new construction poles with LSI's B3 or B5 standard pole bolt patterns.



NO.	REVISION	BY	DATE	APPR.

Kimley»Horn
2024 KIMLEY-HORN AND ASSOCIATES, INC.
6200 S South Syracuse Way #300
Greenwood Village, Colorado 80111 (303) 228-2300

DESIGNED BY: SAM
DRAWN BY: SPD
CHECKED BY: SAM
DATE: 08/30/24

QUIKTRIP 4263
PARKER RD. & HAVANA
SITE PLAN
PHOTOMETRIC DETAILS

PRELIMINARY
NOT FOR CONSTRUCTION
Kimley»Horn
Kimley-Horn and Associates, Inc.

PROJECT NO. 096888046

DRAWING NAME 096888046_PH.DWG

21

811 Know what's below. Call before you dig.

K:\DEN_Civil\096888046_QuikTrip 4263 Aurora\CADD\PlanSheets\Site Plan\096888046_PH.dwg DeHoyos, Schuyler 12/13/2024 11:44 AM

QUIKTRIP 4263

SITE PLAN AND CONDITIONAL USE

A PARCEL OF LAND IN THE SOUTHWEST $\frac{1}{4}$ SECTION SECTION 26, TOWNSHIP 4 SOUTH, RANGE 67 WEST, 6TH P.M.
COUNTY OF ARAPAHOE, STATE OF COLORADO

Mirada Medium Wall Sconce (XWM)

Outdoor Wall Sconce

IK08



OVERVIEW	
Lumen Range	3,000 - 21,000
Wattage Range	23 - 175
Efficacy Range (LPW)	125 - 158
Weight lbs(kg)	30 (13.6)

QUICK LINKS

Ordering Guide | Performance | Photometrics | Dimensions

FEATURES & SPECIFICATIONS

Construction

- Rugged die-cast aluminum housing contains factory prewired driver and optical unit. Hinged die-cast aluminum wiring access door located underneath.
- Galvanized-steel universal wall mount bracket comes standard with hinging mechanism to easily access the junction box wire connections without removing the luminaire.
- Optional pole-mounting bracket (XPMA) permits mounting to standard poles.
- Fixtures are finished with LSI's DuraGrip® polyester powder coat finishing process. The DuraGrip finish withstands extreme weather changes without cracking or peeling. Other standard LSI finishes available. Consult factory.
- Shipping weight: 30 lbs in carton.

Optical System

- State-of-the-Art one piece silicone optic sheet delivers industry leading optical control with an integrated gasket to provide IP65 rated sealed optical chamber in 1 component.
- Proprietary silicone refractor optics provide exceptional coverage and uniformity in Types 2, 3, and Forward Throw (FT) distributions.
- Silicone optical material does not yellow or crack with age and provides a typical light transmittance of 93%.
- Zero uplight.
- Available in 5000K, 4000K and 3000K color temperatures per ANSI C78.377. Also Available in Phosphor Converted Amber with Peak intensity at 610nm.
- Minimum CRI of 70.

Electrical

- High-performance programmable driver features over-voltage, under-voltage, short-circuit and over temperature protection. Custom lumen and wattage packages available.
- 0-10V dimming (10% - 100%) standard.
- Standard Universal Voltage (120-277 Vac) Input 50/60 Hz or optional High Voltage (347-480 Vac).
- L80 Calculated Life: >100k Hours
- Total harmonic distortion: <20%
- -3L to 12L operating temperature: -40°C to +50°C (-40°F to +122°F)
- 15L operating temperature: -40°C to +45°C (-40°F to +113°F).
- 18L operating temperature: -40°C to +40°C (-40°F to +104°F).
- 25L operating temperature: -40°C to +35°C (-40°F to + 95°F).
- Power factor: > .90
- Input power stays constant over life.
- Optional 10kV surge protection device meets a minimum Category C Low operation (per ANSI/IEEE C62.41.2).
- High-efficacy LEDs mounted to metal-core circuit board to maximize heat dissipation
- Components are fully encased in potting material for moisture resistance. Driver complies with FCC standards. Driver and key electronic components can easily be accessed via hinged door.
- Optional integral emergency battery pack provides 90-minutes of constant power to the LED system, ensuring code compliance. A test switch/indicator button is installed on the housing for ease of maintenance. The fixture delivers 1500 lumens during emergency mode.

Controls

- Integral passive infrared Bluetooth™ motion and photocell sensor options. Fixtures operate independently and can be commissioned via an iOS or Android configuration app. Updates and modifications to the control strategy are easily implemented via an intuitive app.
- LSI's AirLink™ Blue lighting control system is a simple feature rich wireless Bluetooth mesh network. The integrated fixture sensor module provides wireless control of grouped fixtures based on motion sensors, daylight or a fully customizable schedule.

Installation

- Universal wall mounting plate easily mounts directly to 4" octagonal or square junction box.
- 2 fasteners secure the hinged door underneath the housing and provide quick & easy access to the electrical compartment for installing/servicing.
- Optional terminal block accepts up to 12 ga wire.

Warranty

- LSI LED Fixtures carry a 5-year warranty.
- 1 Year warranty on Battery Back-up option.

Listings

- Listed to UL 1598 and UL 8750.
- Meets Buy American Act requirements.
- IDA compliant; with 3000K or lower color temperature selection.
- Title 24 Compliant; see local ordinance for qualification information.
- Suitable for wet Locations.
- IP65 rated luminaire per IEC 60598.
- 3G rated for ANSI C136.31 high vibration applications when pole mounted (using optional XPMA bracket) or wall mounted.
- IK08 rated luminaire per IEC 60262 mechanical impact code
- DesignLights Consortium® (DLC) qualified product. Not all versions of this product may be DLC qualified. Please check the DLC Qualified Products List at www.designlights.org/QPL to confirm which versions are qualified.

Mirada Wall Sconce (XWM)

ORDERING GUIDE

Back to Quick Links

TYPICAL ORDERING EXAMPLE: XWM 2 LED 6SL 30 UE BRZ ALSC

Family	Distribution	LED Technology	Lumen Package	Color Temperature	Voltage
XWM - Mirada Medium Wall Sconce	2 - Type 2 3 - Type 3 FT - Type 4 Forward Throw	LED	3L - 3,000 lm 4L - 4,000 lm 6L - 6,000 lm 8L - 8,000 lm 10L - 10,000 lm 15L - 15,000 lm 18L - 18,000 lm 21L - 21,000 lm Custom Lumen Package*	30 - 3000k 40 - 4000k 50 - 5000k AMB - Phosphor Converted Amber*	UE - Universal Voltage (120-277V) HVU - High Voltage (347-480V)

Finish	Controls (Choose One)	Options
BLK - Black BRZ - Dark Bronze GPH - Graphite Grey GRY - Graphite WHT - Textured White PWH - Platinum White DDB - Dark Sandy Brown MBR - Mimbo	Motion/Controls ALSC - AirLink Sensorless Control System ALSCBLE - AirLink Sensorless Control System with Bluetooth 5 LE® Mobile Gateway ALSCSCE - AirLink Sensorless Control System with 120 VAC Photocontrol ALSCSCE - AirLink Blue Wireless Motion & Photocell Sensor Controller (9-20' mounting height) ALSCSCE - AirLink Blue Wireless Motion & Photocell Sensor Controller (21-40' mounting height) Standalone Controls DIM - 0-10v Dimming (wall controlled by housing customer IMSBT - Integral Bluetooth® Motion and Photocell Sensor (up to 20' mounting height)* IMSBTLR - Integral Bluetooth Motion and Photocell Sensor (max 21-40' mounting height)* Button Type Photocells PCCB - 120V PCUNV-277 - 208-277V PCUNV - 347V	BF - Battery Back-up (0°C)* CWBU - Cold Weather Battery Back-up (-20°C)* XPMA - Pole Mounting Bracket SPD - Shirt Surge Protection TB - Terminal Block

ACCESSORY ORDERING INFORMATION*

Description	Order Number	Description	Order Number
XWM Surface Mtg Adpt Box	DSXMSQA	HKSD - Handle Keying	HKSD*
10' Linear Wire Guard (Not to 12' Recommended per Luminaire)	YGM12	SRA - Shoulder Keying	SRADM
YGS72 - Straight Keying	YGS72	KKA - Shoulder Keying (KABA)	SRAKM
HK77 - Straight Keying	HK77*	SRAK - Shoulder Keying (KABA)	SRAKM

1. Units Available in UL Luminaire Packages. Consult factory for lead time and availability.
2. Not available in HVL.
3. Consult Factory for Side Lamping.
4. IMSBT is field configurable via the LSI app that can be downloaded from your smartphone's native app store.
5. Keying must be located in a hand hole for pole or in the junction box.
6. Custom lumen and wattage packages available must be factory. Values are within industry standard tolerances but not ISO listed.
7. Accessories are shipped separately and field installed.

Mirada Wall Sconce (XWM)

PERFORMANCE

Back to Quick Links

DELIVERED LUMENS*

Lumen Package	Distribution	CRI	3000K Delivered Lumens	3000K Efficacy	3000K BUG Rating	4000K Delivered Lumens	4000K Efficacy	4000K BUG Rating	5000K Delivered Lumens	5000K Efficacy	5000K BUG Rating	Wattage
3L	2	70	3178	136	B1-U0-G2	3368	144	B1-U0-G2	3355	143	B1-U0-G2	23
	3	70	3224	140	B1-U0-G2	3416	148	B1-U0-G2	3364	145	B1-U0-G2	
	FT	70	3060	157	B1-U0-G2	3169	145	B1-U0-G2	3294	142	B1-U0-G2	
6L	2	70	4250	139	B1-U0-G3	4483	147	B1-U0-G2	4400	145	B1-U0-G2	30
	3	70	4309	141	B1-U0-G3	4545	150	B1-U0-G2	4422	147	B1-U0-G2	
	FT	70	4206	159	B1-U0-G3	4458	147	B1-U0-G2	4395	144	B1-U0-G2	
9L	2	70	5326	134	B2-U0-G3	5754	142	B1-U0-G2	5695	140	B2-U0-G2	47
	3	70	5417	136	B2-U0-G3	5855	144	B1-U0-G2	5689	142	B2-U0-G2	
	FT	70	6250	134	B2-U0-G2	5686	142	B2-U0-G2	6157	139	B2-U0-G2	
12L	2	70	6566	128	B2-U0-G2	6954	135	B2-U0-G2	6561	133	B2-U0-G2	64
	3	70	6682	129	B2-U0-G2	6778	132	B2-U0-G2	6615	134	B2-U0-G2	
	FT	70	8120	126	B2-U0-G2	8605	134	B2-U0-G2	8461	132	B2-U0-G2	
15L	2	70	7767	146	B3-U0-G2	7778	115	B3-U0-G2	12307	184	B3-U0-G2	87
	3	70	7854	145	B3-U0-G2	12387	150	B2-U0-G2	12053	151	B2-U0-G2	
	FT	70	9737	145	B2-U0-G2	12286	149	B2-U0-G2	12387	154	B2-U0-G2	
18L	2	70	9462	142	B3-U0-G3	15225	145	B1-U0-G3	15324	152	B3-U0-G3	105
	3	70	14669	139	B2-U0-G2	15362	146	B2-U0-G3	15404	153	B2-U0-G3	
	FT	70	14322	139	B2-U0-G3	15052	146	B2-U0-G3	15250	148	B2-U0-G3	
21L	2	70	17403	164	B3-U0-G3	18289	155	B3-U0-G3	18465	165	B3-U0-G3	130
	3	70	17458	154	B3-U0-G3	18365	158	B3-U0-G3	18540	166	B3-U0-G3	
	FT	70	17759	153	B2-U0-G3	18265	158	B3-U0-G3	18345	164	B3-U0-G3	
25L	2	70	20388	127	B3-U0-G3	21362	132	B3-U0-G3	22059	138	B3-U0-G3	161
	3	70	20971	125	B3-U0-G3	22151	132	B3-U0-G3	22329	139	B3-U0-G3	
	FT	70	21575	126	B3-U0-G3	22683	133	B3-U0-G3	23041	134	B3-U0-G3	

*LEDs are frequently updated therefore values are nominal

ELECTRICAL DATA*

Lumen Package	120V	208V	240V	277V	347V	480V
3L	0.19	0.11	0.10	0.09	0.07	0.05
6L	0.25	0.15	0.13	0.11	0.09	0.06
9L	0.39	0.23	0.20	0.17	0.14	0.10
12L	0.54	0.31	0.27	0.23	0.19	0.13
15L	0.69	0.39	0.34	0.30	0.24	0.17
18L	0.87	0.50	0.44	0.38	0.31	0.22
21L	1.03	0.60	0.54	0.47	0.37	0.27
25L	1.24	0.72	0.62	0.56	0.46	0.34

Electrical data at 25C (77°F). Actual wattage may differ by +/-10%.

DELIVERED LUMENS*

Lumen Package	Distribution	Amber Delivered Lumens	Amber Efficacy	Amber BUG Rating	Wattage
9L	2	7025	79	B1-U0-G2	89
	3	7265	79	B1-U0-G2	
	FT	7260	77	B1-U0-G2	

RECOMMENDED LUMEN MAINTENANCE (TL-B)†

Ambient Temperature C	Initial‡	25K hrs.†	50K hrs.†	75K hrs.†	100K hrs.†
5C - 35C	100%	98%	95%	93%	90%
0 - 5C	100%	98%	95%	93%	90%

RECOMMENDED LUMEN MAINTENANCE (TL-2B)†

Ambient Temperature C	Initial‡	25K hrs.†	50K hrs.†	75K hrs.†	100K hrs.†
5C - 35C	99%	97%	95%	93%	91%

† - Lumen maintenance values at 25C are calculated per TM-21 based on LM-80 data and in-situ testing.
2 - In accordance with IESNA TM-21-11, Projected Values represent interpolated value based on time durations that are within six times the IESNA LM-80-08 total test duration for the device under testing.
‡ - Lumen maintenance values at 25C are calculated per TM-21 based on LM-80 data and in-situ testing times the IESNA LM-80-08 total test duration for the device under testing

Mirada Wall Sconce (XWM)

PHOTOMETRICS

Back to Quick Links

All published luminaire photometric testing performed to IESNA LM-79 standards. ISO footcandle plots below demonstrate the Mirada Wall Sconce (XWM) light patterns only. Not for total fixture output. For complete specifications and IES files, see website.

XWM-2-LED-6L-40

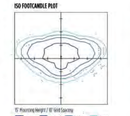
LUMINAIRE DATA

Type 2 Distribution	
Description	4000 Kelvin, 70 CRI
Delivered Lumens	4,425
Width	10.1"
Efficacy	135
BUG Rate	Type B - Medium
Mult Rating	B1-U0-G2

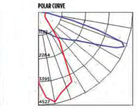
Zonal Lumen Summary

Zone	Lumens	%Luminaire
Low (0-30)°	801	18.4%
Medium (30-60)°	3918	88.5%
High (60-90)°	3414	38.1%
Very High (80-90)°	412	17%
Uplight (90-180)°	0.3	0.8%
Total Flux	4425.7	100%

ISO FOOTCANDLE PLOT



POLAR CURVE



XWM-3-LED-6L-40

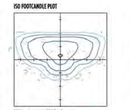
LUMINAIRE DATA

Type 3 Distribution	
Description	4000 Kelvin, 70 CRI
Delivered Lumens	4,395
Width	10.1"
Efficacy	134
BUG Rate	Type B - Medium
Mult Rating	B1-U0-G2

Zonal Lumen Summary

Zone	Lumens	%Luminaire
Low (0-30)°	827.4	18.8%
Medium (30-60)°	3928.3	89.4%
High (60-90)°	2960.5	67.4%
Very High (80-90)°	867	19.7%
Uplight (90-180)°	6.9	0.2%
Total Flux	4395.2	100%

ISO FOOTCANDLE PLOT



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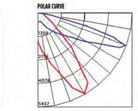


XWM-FT-LED-6L-40

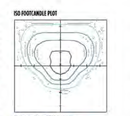
LUMINAIRE DATA

Type FT Distribution	
Description	4000 Kelvin, 70 CRI
Delivered Lumens	4,458
Width	10.1"
Efficacy	135
BUG Rate	Type B+ - Short
Mult Rating	B1-U0-G2

Zonal Lumen Summary

Zone	Lumens	%Luminaire
Low (0-30)°	778.6	17.5%
Medium (30-60)°	2924.9	65.7%
High (60-90)°	2120.1	47.7%
Very High (80-90)°	1115	25%
Uplight (90-180)°	6.9	0.2%
Total Flux	4457.9	100.0%

ISO FOOTCANDLE PLOT



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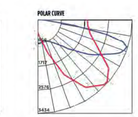

Mirada Wall Sconce (XWM)

PRODUCT DIMENSIONS

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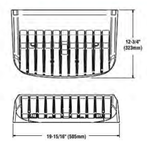

Luminaire Shown with IMSBT



Surface Wiring Box



Wall location rated surface wiring box features 1/2" and 3/4" knockouts for surface conduit

Luminaire Shown with PCI



CONTROLS

AirLink Wireless Lighting Controller

The AirLink integrated controller is a California Title 24 compliant lighting controller that provides real-time light monitoring and control with utility-grade power monitoring. It includes a 24V sensor input and power supply to connect a sensor into the outdoor AirLink wireless lighting system. The wireless integrated controller is compatible with this fixture.

Click here to learn more about AirLink.

Integral Bluetooth™ Motion and Photocell Sensor (IMSBT)

Slim low profile sensor provides multi-level control based on motion and/or daylight. Sensor controls 0-10 VDC LED drivers and is rated for cold and wet locations (-30° C to 70° C). Two unique PIR lenses are available and used based on fixture mounting height. All control parameters are adjustable via an iOS or Android App capable of storing and transmitting sensor profiles.

Click here to learn more about IMSBT.

AirLink Blue

Wireless Bluetooth Mesh Outdoor Lighting Control System that provides energy savings, code compliance and enhanced safety/security for parking lots and parking garages. Three key components: Bluetooth wireless radio/sensor controller, Time Keeper and an iOS App. Capable of grouping multiple fixtures and sensors as well as scheduling time-based events by zone. Radio/Sensor Controller is factory integrated into Area/Site, Wall Mounted, Parking Garage and Canopy luminaires.

Click here to learn more about AirLink Blue.

811 Know what's below. Call before you dig.

NO.	REVISION	BY	DATE	APPR.

Kimley»Horn
2024 KIMLEY-HORN AND ASSOCIATES, INC.
6200 S South Syracuse Way #300
Greenwood Village, Colorado 80111 (303) 228-2300

DESIGNED BY: SAM
DRAWN BY: SPD
CHECKED BY: SAM
DATE: 08/30/24

QUIKTRIP 4263
PARKER RD. & HAVANA
SITE PLAN
PHOTOMETRIC DETAILS

PRELIMINARY
NOT FOR CONSTRUCTION
Kimley»Horn
Kimley-Horn and Associates, Inc.

PROJECT NO.
096888046

DRAWING NAME
096888046_PH.DWG

22

K:\DEN_Civil\096888046_QuikTrip 4263 Aurora\CADD\PlanSheets\Site Plan\096888046_PH.dwg DeHoyos, Schuyler 12/13/2024 11:45 AM

QUIKTRIP 4263

SITE PLAN AND CONDITIONAL USE

A PARCEL OF LAND IN THE SOUTHWEST $\frac{1}{4}$ SECTION SECTION 26, TOWNSHIP 4 SOUTH, RANGE 67 WEST, 6TH P.M.
COUNTY OF ARAPAHOE, STATE OF COLORADO

Catalog #: Project: Type:
Prepared By: Date:

Scottsdale Vertex™ (SCV)

Petroleum Canopy Light

IP66



OVERVIEW	
Lumen Package (lm)	9,000 – 23,000
Wattage Range (W)	67 – 188
Efficacy Range (LPW)	109 – 154
Weight lbs (kg)	18.5 (8.4)

QUICK LINKS

Ordering Guide | Performance | Photometrics | Dimensions

FEATURES & SPECIFICATIONS

Construction
- Rugged low-profile die-cast aluminum housing, optical unit, and driver cover.
- Below canopy access to optical chamber and driver housing for serviceability.
- IP66 rated luminaire protects integral components from dust and water.
- Fixtures are finished with LSI's DuraGrip® polyester powder coat finishing process. The DuraGrip finish withstands extreme weather changes without cracking or peeling.
- Four fasteners secure the door frame to housing. Door frame also provides quick and easy access to the electrical compartment for servicing.
- Shipping weight: 18.5 lbs in carton.

Optical System
- Symmetrical distribution utilizes a clear tempered flat glass lens to uniformly illuminate the area under the gas canopy.
- Combination Forward Throw distribution uses clear tempered flat glass and optical grade PMMA acrylic lens to create an industry leading unique distribution pattern to illuminate the area under the gas canopy and the area between the gas canopy and convenience store eliminating the need for extra floodlights.
- Available in 5000K, 4000K and 3000K color temperatures.
- Minimum CRI of 80.

Electrical
- High-performance factory programmable driver, features include over-voltage, undervoltage, short circuit and over temperature protection.
- Integral 6kV surge protection that meets IEEE C62.41.2 and ANSI C82.77-5 Location Category C Low standards.
- Additional field replaceable 10kV surge protection device meets a minimum Category C Low operation (per ANSI/IEEE C62.41.2).
- Custom lumen and wattage packages available.
- 0-10V dimming (10% - 100%) standard.
- Standard Universal Voltage (120-277 Vac) input 50/60 Hz or optional High Voltage (347-480 Vac).
- L80 Calculated Life: >100k Hours (See Lumen Maintenance on Page 2).
- Total harmonic distortion: <20%.
- Operating temperature: -40°C to +50°C (-40°F to +122°F) when mounted to Steel/Aluminum surfaces for 10L, 13L, & 15L Lumen Packages, +45°C for 20L Lumen Package, and +35°C for 23L Lumen Package. If mounted to a non-metallic surface, reduce ambient by 5°C.
- Power factor: >0.90.
- High-efficacy LEDs are mounted to (4) circuit boards to maximize heat dissipation.
- Driver components are fully encased in potting material for moisture resistance. Driver complies with FCC standards.

Hazardous Location
- Designed for lighter than air fuel applications. Product is suitable for Class 1 Division 2 with all lumen packages and distributions only when properly installed per LSI installation instructions. Models with optional controls are not approved for Class 1, Division 2 applications.
  - Gas Groups A, B, C, and D - Group A: Acetylene / Group B: Hydrogen / Group C: Propane and Ethylene / Group D: Benzene, Butane, Methane & Propane.

Installation (Standard)
- Installs in a 12" or 16" deck pan.
- Four fasteners are provided for use in single deck steel canopies. Other suitable fasteners may be required and provided by others.
- Unit is designed to quickly retrofit into existing Scottsdale (4") hole.
- Aluminum locking collar and gasket are included and required for complete seal and support of canopy deck.
- Retrofit panels are available for existing Encore, Richmond, 2x2 Universal, and more.
- Direct mount to surface or recessed J box with hardware bracket kit ordered separately as an accessory.

Installation (RED/Mount)
- Patent pending 3 piece quick mounting system; components include collar, capsule and connector.
- Designed to reduce canopy penetrations and increase installation efficiency.
- Installs in 12" or 16" deck pan.

Warranty
- LSI luminaires carry a 5-year limited warranty. Refer to https://www.lsicorp.com/resources/terms-conditions-warranty/ for more information.

Listings
- Listed to UL 1598 and UL 8750.
- Meets Buy American Act requirements.
- State of California Title 24 Compliant with IMSBT option.
- DesignLights Consortium® (DLC) Premium qualified product. Not all versions of this product may be DLC Premium qualified. Please check the DLC Qualified Products List at www.designlights.org/QPL to confirm which versions are qualified.
- IDA compliant with 3000K or lower color temperature.

Scottsdale Vertex™ (SCV) Petroleum Canopy Light

Have questions? Call us at (800) 436-7800

Type:

ORDERING GUIDE

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TYPICAL ORDER EXAMPLE:	SCV	LED	13L	SC	UNV	DIM	50	WHT	IMSBT2	REDI

Prefix	Light Source	Lumen Package	Distribution	Voltage	Driver	Color Temperature	Finish	Options	Mounting
SCV - Petroleum Canopy Luminaire	LED	10L - 10,000 Lumens 13L - 13,000 Lumens 15L - 15,000 Lumens 20L - 20,000 Lumens 23L - 23,000 Lumens Custom Lumen Packages[1] 23L - 25,000 Lumens SCFT - Combination Standard Symmetric and Forward Throw[2]	SC - Standard Symmetric	UNV - Universal Voltage (120-277VAC) HV - 347-480V	DIM - 0-10V Dimming[3]	30 - 3000K 40 - 4000K 50 - 5000K	WHT - White BLK - Black BRZ - Bronze	Blank - None ALBC51 - AirLink Blue Wireless Motion & Photo Sensor Controller (25-40' mounting height) ALBC52 - AirLink Blue Wireless Motion & Photo Sensor Controller (25-40' mounting height) IMSBT2L - Integral Bluetooth® Motion and Photocell Sensor (8 - 24' mounting height)[4] IMSBT2L - Integral Bluetooth® Motion and Photocell Sensor (25 - 40' mounting height)[4] RL - Hazardous Location Class 1 Div 2[5]	Blank - None REDI - RED/Mount integrated junction box system[6]

Need more information? Click here for our glossary.

Have additional questions? Call us at (800) 436-7800

ACCESSORY ORDERING INFORMATION

Part Number	Description
67542582	Retrofit Panel Kit - EC / ECTA / SCI in SCV, for 16" Deck Panel with Lanyer openings)
67601382	Retrofit Panel Kit - EC / ECTA / SCI in SCV, for 12" Deck Panel
67542682	Retrofit Panel Kit - RECI/Richmond to SCV
67542782	Retrofit Panel Kit - ENV Universal 2x2 to SCV
357282	Retrofit 2x2 Cover Panel Blank (no holes)
354762	Retrofit RC Cover Panel Blank (no holes)
5571359WHT	26" X 26" Beauty Plate Kit (with 4" Center hole)
5641669WHT	26" X 32" Beauty Plate Kit (with 4" Center hole)

Part Number	Description
6874613	Junction Box
1320540	Kit - Hole Plugs and Sealant (enough for 25 retrofits)
67625182WHT	Rectangular Top Plate Kit (includes top plate and sealant)
67545382	Surface Mount Box
68748282	Retrofit Kit - CBATOR3 to SCV
744353	Retrofit Kit for SCM/SCV to upgrade SC/SCR/EC to White
75227282	Bracket SCM/SCV Direct Mount with Hardware

Scottsdale Vertex™ (SCV) Petroleum Canopy Light

Have questions? Call us at (800) 436-7800

Type:

PERFORMANCE

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Delivered Lumens*

Lumen Package	3000K CCT			4000K CCT			5000K CCT			Wattage
	Delivered Lumens	Efficiency	BUG Ratings	Delivered Lumens	Efficiency	BUG Ratings	Delivered Lumens	Efficiency	BUG Ratings	
10L	9,952	144	B5-U0-G1	9,929	148	B5-U0-G1	10,337	154	B5-U0-G1	67
13L	12,567	140	B5-U0-G1	12,927	144	B5-U0-G1	13,443	149	B5-U0-G1	90
15L	13,999	137	B5-U0-G1	14,399	141	B5-U0-G1	14,965	147	B5-U0-G1	102
20L	18,755	141	B4-U0-G1	19,598	147	B4-U0-G1	20,254	152	B4-U0-G1	133
23L	21,783	141	B4-U0-G2	22,406	145	B4-U0-G2	23,284	150	B4-U0-G2	155
23L (SCT)	20,866	111	B5-U0-G5	21,387	113	B4-U0-G5	23,101	123	B5-U0-G5	188

*LEDs are frequently updated therefore values are nominal.

Recommended Lumen Maintenance - SCV 25L SC[1]

Ambient Temperature °C	Initial[2]	25k hr[3]	50k hr[3]	75k hr[3]	100k hr[3]
25	102%	97%	92%	88%	84%
30	102%	97%	92%	88%	84%
35	102%	97%	92%	88%	84%
40	102%	97%	92%	88%	84%
45	103%	95%	91%	86%	81%
50	101%	95%	90%	85%	80%

Recommended Lumen Maintenance - SCV 25 SCFT[1]

Ambient Temperature °C	Initial[2]	25k hr[3]	50k hr[3]	75k hr[3]	100k hr[3]
25	105%	69%	73%	62%	52%
30	105%	69%	63%	47%	36%
35	105%	70%	47%	32%	23%

Recommended Lumen Maintenance - SCV 25 SC1

Ambient emperature °C	Initial[2]	25k hr[3]	50k hr[3]	75k hr[3]	100k hr[3]
25	102%	97%	92%	88%	84%
30	102%	97%	92%	88%	84%
35	102%	97%	92%	88%	84%
40	101%	96%	91%	86%	82%

Electrical Data - Current draw in AMPS*

Lumen Package	Wattage	120V	208V	240V	277V	347V	480V
10L	67	0.56	0.32	0.28	0.24	0.19	0.14
13L	90	0.75	0.43	0.37	0.32	0.26	0.19
15L	102	0.85	0.49	0.42	0.37	0.29	0.21
20L	133	1.1	0.64	0.55	0.48	0.38	0.28
23L (SC)	155	1.29	0.75	0.65	0.56	0.45	0.32
23L (SCT)	188	1.57	0.9	0.78	0.68	0.54	0.39

*Electrical data at 25°C (77°F). Actual wattage may differ by +/-10%.

1 Lumen maintenance values at 25°C are calculated per TM-21 based on LM-80 data and in-situ luminaire testing.
2 In accordance with IESNA TM-21-11, Projected Values represent interpolated values based on time durations that are within six times (6X) the IESNA LM-80-08 total test duration (in hours) for the driver/operating condition(s) (i.e. 4hr packaged LED only).
3 In accordance with IESNA TM-21-11, Calculated Values represent time durations that exceed six times (6X) the total test duration (in hours) for the driver/operating condition(s) (i.e. the packaged LED chip).

Scottsdale Vertex™ (SCV) Petroleum Canopy Light

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Type:

PHOTOMETRICS

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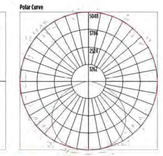
Luminaire photometry has been conducted by a NVLAP accredited testing laboratory in accordance with IESNA LM-79-08. As specified by IESNA LM-79-08 the entire luminaire is tested as the source resulting in a luminaire efficiency of 100%.
See the individual product page on https://www.lsicorp.com/ for detailed photometric data.

SCV-LED-15L-SC-50

Luminaire Data	
Wide Distribution	
Description	5000 Kelvins, 80 CRI
Delivered Lumens	15,410
Watts	103
Efficacy	150
IES Type	Type VS - Very Short
BUG Rating	B5-U0-G1

Zonal Lumen Summary		
Zone	Lumens	% Luminaire
Low (0-30°)	4,335.5	28.6%
Medium (30-60°)	8,286.4	54.8%
High (60-80°)	2,748.8	17.8%
Very High (80-90°)	177.4	1.1%
Uplight (90-180°)	1	0.0%
Total Flux	15,410.2	100%

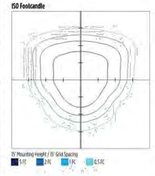


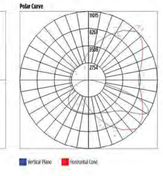


SCV-LED-23L-SCFT-50

Luminaire Data	
Wide Distribution	
Description	5000 Kelvins, 80 CRI
Delivered Lumens	24,364
Watts	163.5
Efficacy	149
IES Type	Type IV - Short
BUG Rating	B5-U0-G2

Zonal Lumen Summary		
Zone	Lumens	% Luminaire
Low (0-30°)	4,368.4	17.9%
Medium (30-60°)	12,550.5	51.7%
High (60-80°)	6,966.6	28.6%
Very High (80-90°)	419.5	1.8%
Uplight (90-180°)	0	0.0%
Total Flux	24,304.9	100%





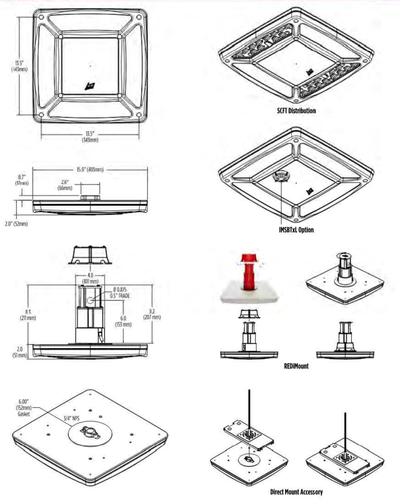
Scottsdale Vertex™ (SCV) Petroleum Canopy Light

Have questions? Call us at (800) 436-7800

Type:

PRODUCT DIMENSIONS

Back to Quick Links



Scottsdale Vertex™ (SCV) Petroleum Canopy Light

Have questions? Call us at (800) 436-7800

Type:

CONTROLS

Back to Quick Links

Integral Bluetooth™ Motion and Photocell Sensor (IMSBTIL, IMSBT2L)

Slim low profile sensor provides multi-level control based on motion and/or daylight. Sensor controls 0-10 VDC LED drivers and is rated for cold and wet locations (-30° C to 70° C). Two unique PIR lenses are available and used based on fixture mounting height. All control parameters are adjustable via an iOS or Android App capable of storing and transmitting sensor profiles.

Click here to learn more details about IMSBTxL

AirLink Blue (ALBC, ALBCS1, ALBCS2)

Wireless Bluetooth Mesh Lighting Control System that provides energy savings, code compliance and enhanced safety/security. Three key components; Bluetooth wireless radio/sensor controller, Time Keeper and an App. Capable of grouping multiple fixtures and sensors as well as scheduling time-based events by zone. Radio/Sensor Controller is factory integrated into luminaires.

Click here to learn more details about AirLink Blue

RETROFIT KITS

Back to Quick Links

LSI Industries offers a full line of Retrofit Kits for existing Encore, Richmond, 2x2 Universal and many more older canopy luminaires.

Click here to learn more details on all our Retrofit Kits

811 Know what's below. Call before you dig.

NO.	REVISION	BY	DATE	APPR.

Kimley»Horn
2024 KIMLEY-HORN AND ASSOCIATES, INC.
6200 S South Syracuse Way #300
Greenwood Village, Colorado 80111 (303) 228-2300

DESIGNED BY: SAM
DRAWN BY: SPD
CHECKED BY: SAM
DATE: 08/30/24

QUIKTRIP 4263
PARKER RD. & HAVANA
SITE PLAN
PHOTOMETRIC DETAILS

PRELIMINARY
NOT FOR CONSTRUCTION
Kimley»Horn
Kimley-Horn and Associates, Inc.

PROJECT NO.
096888046

DRAWING NAME
096888046_PH.DWG

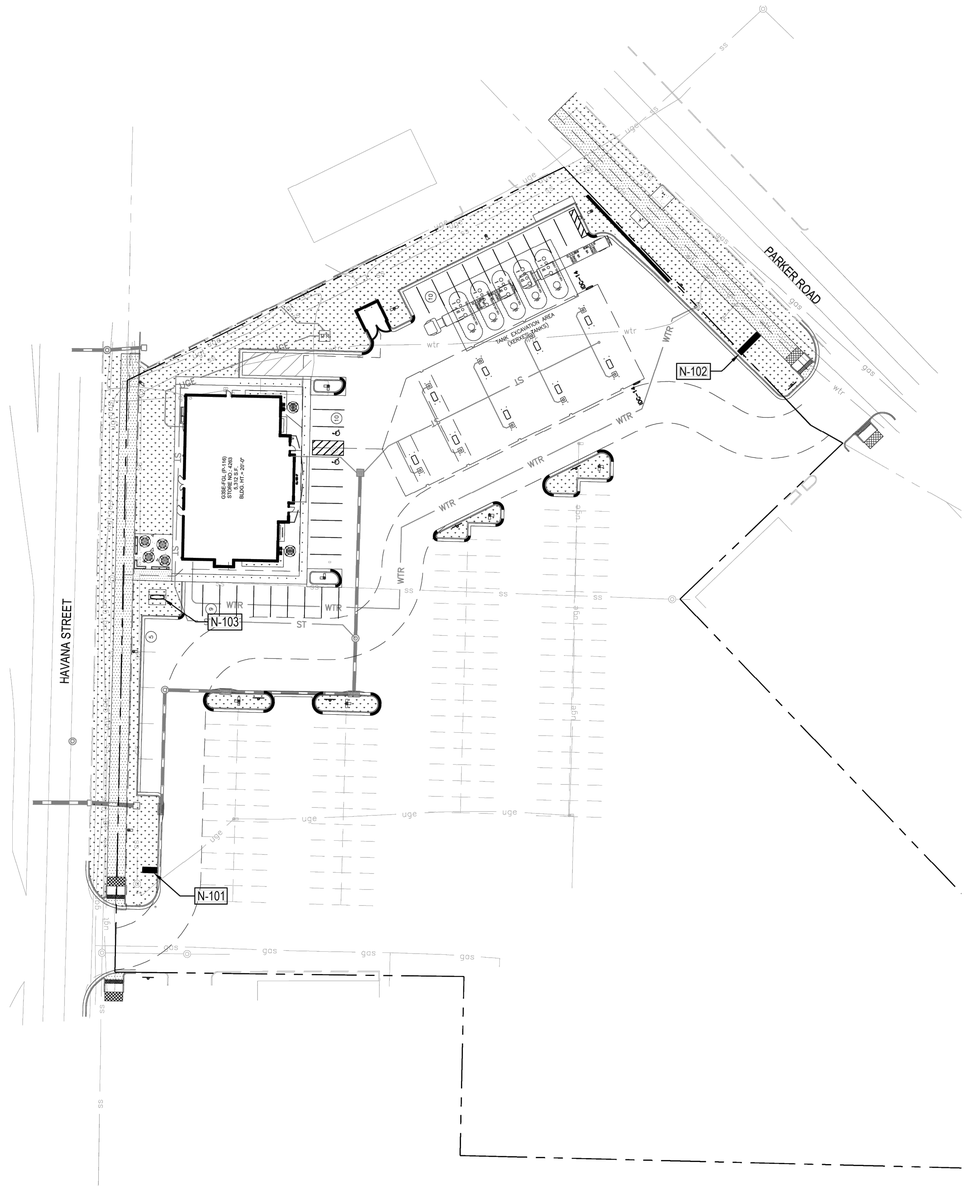
23

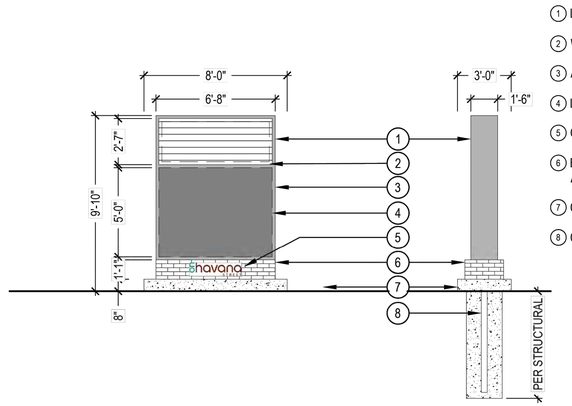
K:\DEN_Civil\096888046_QuikTrip 4263 Aurora\CADD\PlanSheets\Site Plan\096888046_PH.dwg DeHoyos, Schuyler 12/13/2024 11:45 AM

QUIKTRIP 4263

SITE PLAN AND CONDITIONAL USE

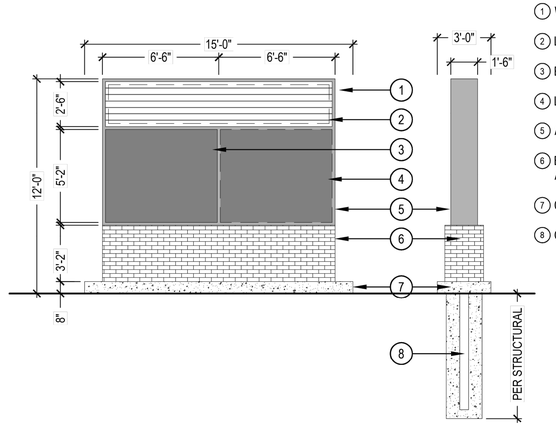
A PARCEL OF LAND IN THE SOUTHWEST $\frac{1}{4}$ SECTION SECTION 26, TOWNSHIP 4 SOUTH, RANGE 67 WEST, 6TH P.M.
COUNTY OF ARAPAHOE, STATE OF COLORADO





1 MULTI-TENANT | HAVANA STREET

SCALE: 1/4" = 1'-0"



2 MULTI-TENANT SIGN | PARKER ROAD

SCALE: 1/4" = 1'-0"

SIGNAGE REQUIREMENTS

CODE	SIGN TYPE	SIGN CLASSIFICATION	STREET CLASSIFICATION	PERMITTED SIGN HEIGHT	PROPOSED HEIGHT	PERMITTED SIGN AREA	SIGN FACE PER SIDE	PROPOSED TOTAL SIGN FACE
N-101	SECONDARY MULTI TENANT - HAVANA ST	MONUMENT / MULTI-TENANT	ARTERIAL	12'	9'-10"	200 SF	54 SF	108 SF
N-102	SECONDARY MULTI TENANT - PARKER ROAD	MONUMENT / MULTI-TENANT	ARTERIAL	12'	12'	200 SF	62 SF	168 SF
N-103	PRIMARY SINGLE TENANT - HAVANA ST	MONUMENT / SINGLE-TENANT	ARTERIAL	N/A	20'	184.75 SF	N/A	N/A
								TOTAL: 276 SF

* ALL SIGNS MUST COMPLY WITH THE COA UNIFIED DEVELOPMENT ORDINANCE SIGN CODE SECTION: 146-4.10.5.

** SIGNS ARE PERMITTED VIA A SEPARATE PERMIT

NORRIS DESIGN
PEOPLE + PLACEMAKING

811 Know what's below. Call before you dig.

NO.	REVISION	BY	DATE	APPR.

Kimley»Horn
2024 KIMLEY-HORN AND ASSOCIATES, INC.
6200 S South Syracuse Way #300
Greenwood Village, Colorado 80111 (303) 228-2300

DESIGNED BY: SAM
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QUIKTRIP 4263
PARKER RD. & HAVANA
SITE PLAN
SIGNAGE PLAN

PRELIMINARY
NOT FOR CONSTRUCTION
Kimley»Horn
Kimley-Horn and Associates, Inc.

PROJECT NO.
096888046

DRAWING NAME
096888046_SN.DWG

24

K:\DEN_Civil\096888046_QuikTrip 4263 Aurora\CADD\PlanSheets\Site Plan\096888046_SN.dwg DeHoyos, Schuyler 12/13/2024 11:46 AM

November 8, 2024

City of Aurora
Office of Development Assistance
15151 E. Alameda Parkway, Suite 5200
Aurora, CO 80012

Re: ***Site Plan – Conditional Use Criteria for Approval***
QuikTrip 4263
Parker Road and Havana Street, Aurora, Colorado

To Whom It May Concern,

Kimley-Horn and Associates, Inc. is pleased to be submitting the Site Plan Package for the above-referenced project on behalf of QuikTrip Corporation (the "Site Developer"). In conjunction with the project, we are responding the Criteria for Approval, ensuring our Site will align with Aurora's requirements within Section 146-5.4.3.3.A.3.

General Project Information

The Site is located on Parker Road, situated in the southwest quarter of Section 26, Township 4 South, Range 67 West of the 6th Principal Meridian, City of Aurora, County of Arapahoe, State of Colorado.

The Site lies within a portion of an existing developed lot, with a Burger King to the north, and surrounded by mixed uses to the south such as Epic Mountain Gear and Advance Auto Parts with associated sidewalks, pavement, and parking. The total existing lot contains a total of ±4.834 acres, however the proposed improvements anticipate impacting approximately ±2.07 acres of the total site.

The proposed improvements consist of the demolition of the existing structure on the northern portion of the site to develop a new convenience store and gas station.

Conditional Use Criteria

It is understood that a gas station and convenience store is a Conditional Use under the current MU-C zoning designation. Below is a summary of the seven (7) conditional use criteria and descriptions of how the proposed site plan demonstrates compliance with the criteria.

1. The application complies with the applicable standards in the UDO, other adopted City regulations (including but not limited to any use-specific standards for the proposed conditional use in Section 146-3.3), any approved Master Plan that includes the property, and any conditions specifically applied to development of the property by the Planning and Zoning Commission or City Council in a prior decision affecting the property.
    - *Response: There is no approved Master Plan that includes the property, but the proposed development is compatible and consistent with the adjacent rights-of-way, commercial and industrial uses surrounding the site. The Site complies with the applicable standards in the UDO and City regulations per coordination with the City through the Pre-Application process. The Site proposes updated and accessible routes, ramps, and tree lawn improvements along Havana Street and Parker Road. There are no outstanding standards applied to the Site by a prior decision, ensuring that the proposed development complies with all applicable standards laid out.*

2. The application is consistent with the Comprehensive Plan
   - *Response: The proposed development is consistent with the Comprehensive Plan as the finished development will contribute to the economy with new jobs, improve mobility and transportation with a new detached sidewalk, which will provide accessible paths to and from the improved bus stop. This development will improve the existing condition by proposing more landscaping. These improvements will uplift the existing lot, aiding not only QuikTrip, but also the existing commercial businesses by aligning with Aurora's community principles and Comprehensive Plan.*

3. The size, scale, height, density, multi-modal traffic impacts, and hours of operation of the proposed use are compatible with existing and planned uses in the surround area.
   - *Response: The proposed convenience store and fuel station will not negatively impact the density in this area and will actively serve the community while remaining compatible with the existing commercial stores within the Site's lot. A Traffic Study has been completed and accompanies the submittal package, confirming the Site does not create a negative impact and will be successfully incorporated into the roadway network. Visually, the proposed development will be partially screened with landscaping and amenities from view of the adjacent ROW utilizing tree lawns and decorative landscaping. QuikTrip is committed to providing a high level of architecture design for both the proposed Convenience Store and Fuel Canopy, both structures will be compliant with the City UDO. The proposed landscaping on the QT is consistent with the City UDO and provides new detached sidewalks with tree lawns and a plaza area west of the building.*

4. The proposed use will not change the predominant character of the surrounding area
   - *Response: The zoning for the proposed site and surrounding properties is Mixed Use Corridor. As the Site proposes a convenience store and fuel station, QuikTrip will contribute to the commercial lot by offering high quality to-go food, sidewalks/paths and outdoor seating areas around the building. The other stores within the lot are commercial, selling a variety of products for consumption. Additionally, the existing store that QuikTrip is redeveloping is a restaurant; therefore, the proposed Site will not change the predominant character of the area and surrounding stores.*

5. The City's existing infrastructure and public improvements, including but not limited to its street, trail, and sidewalk systems, have adequate capacity to serve the proposed development, and any burdens on those systems have been mitigated to the degree practicable
   - *Response: The proposed development will create an accessible path along both Parker Road as well as Havana Street, including accessible ramps connecting pedestrians to surrounding commercial stores as well as the existing bus stop that will see improvements through this development.*

6. The application demonstrates that the proposed use will not create significant dislocations of tenants or occupants of the property, or that any impacts are outweighed by other public benefits or progress toward other Comprehensive Plan goals that would be achieved by approval of the application.
   - *Response: The proposed Site has agreements in place with the surrounding uses, agreeing to mitigate any dislocations of tenant, occupants of the property, or decreasing lot visits. This is achieved by not closing off access to the Site during construction. This will aid in the compliance*

with the Comprehensive Plan, allowing the economy to still grow as no store will be temporary closed or experience reduction in trip circulations due to closed access point construction.

7. The application mitigates any adverse impacts on the surrounding area to the degree practicable.
   - *Response: The proposed development mitigates impacts on the surrounding area by working and maintaining contact with the surrounding owners. The Site is a lease on land, so QuikTrip is in consistent contact with the lot's owners and integrates their feedback and concerns into the Site's production and construction. This allows for the development to lessen the impact it has on the surrounding commercial stores to a practical degree, and once complete, contributes to the lot's success by bringing in additional customers and travelers alike through the store's elevated interior, pedestrian outdoor seating, and lot improvements.*

We hope this CUP Criteria Letter aids in your review of the QuikTrip Site Plan submittal. We are excited to work with the City on this project and look forward to delivering a project that the City and this project team are extremely proud of.

If you have any questions or comments during your review, please do not hesitate to contact me at 303-228-2327 or shelby.madrid@kimley-horn.com.

Sincerely,
KIMLEY-HORN AND ASSOCIATES, INC.



Shelby Madrid, PE,

City of Aurora
Planning Commission Case Report

Project Title: QUIKTRIP 4263 - CONDITIONAL USE AND SITE PLAN
Development Application Number: DA-1483-03
Case Numbers: 2000-6044-07, 2000-6044-08
Case Manager: James Schireman
Applicant: QuikTrip Corporation – Shelby Madrid
General Location: S Havana St to the West, S Parker Rd to the Northeast
Ward: IV

Project Summary:
The applicant's agent, Kimley Horn and Associates, on behalf of the QuikTrip Corporation, requests approval of a Site Plan application and Conditional Use permit for a convenience store and fueling station in the triangular shopping center bound by S. Parker Rd. and S. Havana St. The subject property is located entirely within an MU-C zone district and is bordered by adjacent MU-C zoning to the north and south, with a small pocket of MU-OI zoning to the east. A park managed by the City of Denver is located to the West across Havana Street. The proposed Quiktrip is located on a parcel that contains a multi-tenant commercial center, which will remain, while the now closed Sam's Diner restaurant in the Northwest corner will be demolished and replaced with the proposed Quiktrip use. Specifically, the QuikTrip will include an approximately 5,312-square-foot single-story convenience store, and a 9-pump traditional vehicle fueling station with a canopy. The fueling station, convenience store, and associated parking will occupy 1.288 acres of the overall 4.834 Acre site. No separate diesel canopy is proposed.

The proposed convenience store building will be constructed primarily of masonry brick, will include glazing on all elevations, and features accents of aluminum and stucco. Vehicular access to the site will be provided through existing access points off S. Parker Rd. and S Havana St. The proposed site plan design meets all applicable requirements and ensures that all potential negative impacts are mitigated and that the proposed use's size, scale, height, density, and traffic impacts are compatible with existing nearby development.

The fueling station would operate 24 hours a day, 7 days a week. The facility would employ approximately 22 people, with 4 employees working per shift and 3 shifts per day. Due to being located along a primary commuter corridor, the location expects peak visitation during the morning and evening rush-hour, specifically 6am-9am and 4pm-6pm.

Applicant's Requests:
Site Plan and Conditional Use Approval

Neighborhood Comments:
No neighborhood comments were received during the review process. Therefore, no neighborhood meeting was held.

Major Issues Discussed During Development Review:
- **Building Frontage and Site Layout**
- **Pedestrian Accessibility**
- **Vehicle Circulation**
- **Public Safety**
- **Havana St. Placemaking**

Results of Development Review:

Building Frontage and Site Layout

UDO §146-3.3.5.OO.9 describes the use specific standards for Motor Vehicle Fuel Dispensing Stations within the City of Aurora. Regarding building orientation and street frontage this section states: "When site constraints such as easements, floodplains, utilities, or others do not impact building placement, primary buildings shall front the street and fueling area canopies shall be set back behind buildings, and no street frontage buffers for building perimeters shall be required."

This site features a unique constraint in that it is bound by two major arterial streets to the East and West, making almost the entire site visible from the public right of way. In order to accomplish the intent of the section to the maximum extent practicable, staff coordinated with the applicant to identify how the fueling canopy could be sited behind the convenience store.

Ultimately, the convenience store was sited directly along S. Havana St. with the fueling canopy being largely screened from the west and north by the proposed convenience store and existing drive through restaurant, respectively. While the fueling canopy will be visible for a small 200' stretch along S. Parker Rd, staff found the existing multi-tenant building and ski-equipment store will help screen the canopy from the southeast. This approach allowed staff to determine this criterion as satisfied and eliminated the need for an adjustment.

Pedestrian Accessibility

Being located between two major arterial streets, the opportunity to enhance pedestrian connectivity described in §146-4.5.4.D was prioritized during the review process. While a mid-block crossing along the northern property line to connect Havana St. and Parker Rd. was not feasible due to grading requirements and the nearby fuel storage, the applicant plans to provide upgraded pedestrian accessibility to the convenience store and overall shopping center. Along Havana St. the site plan would connect the convenience store entrance with a public amenity space and upgraded detached sidewalk while on the Parker Rd. frontage the proposed plans would further enhance pedestrian access by providing a detached sidewalk and coordinating with RTD to provide an upgraded bus stop.

While frontage improvements help enhance pedestrian accessibility to the site, updates to the site's parking lot promote safe and consistent vehicular circulation, resulting in a safe environment for pedestrians hoping to use the convenience store. Overall, staff found the intent for this section satisfied, especially considering the auto-oriented nature of this use.

Vehicular Circulation

UDO §146-4.2.3.F.3 requires that the internal streets and parking lots within development containing multiple buildings be broken up into smaller internal blocks to prioritize safe vehicular circulation. While the former restaurant located at this site only utilized the northwest corner of the shopping center parking, the proposed fuel station and convenience store use will expand the area to occupy much of the north half of the property. Moreover, the largely auto oriented and short-term stay associated with the proposed use would increase vehicular traffic in the shopping center. Staff worked with the applicant to satisfy the requirements of this section along with landscaping requirements to place capping landscaped islands, resulting in apparent and separate for looking to refuel. The proposed site plan enhances vehicular circulation at the existing site and aims coordinate travel among all users, whether they are refueling, using the convenience store, or looking to shop at one of the surrounding retail uses.

Public Safety

In order to promote a safe environment for the 24 hour fueling station, staff reviewed the photometric plans to ensure the areas surrounding the building and fueling canopy were well lit, while new light poles were placed within parking lot island to help illuminate the parking lot. Extra plantings were also placed along the Havana

Street frontage to create a natural barriers and prevent informal footpaths from appearing behind the storefront and instead encouraging customers to use the well-lit areas in view of the store.

While user safety is paramount for a 24-hour use, the QuikTrip corporation demonstrated full compliance with state fueling safety standards in their environmental responsibility letter included as Exhibit E. By going above state and federal requirements regarding leaks detection, the site promotes public safety at the commercial level.

Havana St. Placemaking
Because this site sits near the southernmost end of the Havana St. Corridor, it acts as an impactful landmark to those leaving or departing the Havana Corridor. Moreover, because this site will receive users from both the Havana St. frontage and internal fueling area, staff applied the primary façade standards to both the east and west building elevations to enhance the overall architecture of the site. The streetscape was enhanced to align with the pedestrian friendly vision for the Havana Corridor by triggering condition of 1 of § 146-2.6.7.B.2, providing curbside landscape area, 10' detached walk, and landscape buffer. In addition, the proposed monument signs fronting along Havana feature the "On Havana" placemaking signage to unify this business with other users along the corridor, per §146-2.6.7.B.6

Summary of Staff Recommendation:
Staff recommends approval of the Site Plan as well as the conditional use proposed with this application.

Detailed Case Analysis

Public Notification: Legal notice appeared in the Aurora Sentinel on January 30th, 2025. The applicant has submitted certificates of mailing and public hearing notices to adjacent property owners, as well as pictures of the notice of public hearing sign posting.

Community Referrals: Referrals were provided to the following (15) registered neighborhood organizations within one mile of the project: TELEPGRAPH HILL II CONDOES, LITTLE TURTLE, RODEO DRIVE HOA, DAM EAST HOA, CHEROKEE I HOA, INNSBRUCK TH ASSOC, EASTRIDGE CIVIC ASSOCATION, PTARMIGAN PARK HOA, THE SHORES HOA, BERKSHIRE VILLAGE HOA, PEORIA PARK CIVIC ASSN, RAINTREE EAST, CLEAN, DAM WEST HOMEOWNERS ASSOCIATION, VILLAGE EAST NEIGHBORHOOD ASSOCIATION.

Conformance with Code Criteria:

1. Conditional Use Criteria
Per Section 146-5.4.3.A.3. the Conditional Use shall be approved, approved with conditions, or denied based on the following criteria:
(a) The application complies with the applicable standards in this UDO, other adopted City regulations (including but not limited to any use-specific standards for the proposed conditional use in Section 146-3.3), any approved Master Plan that includes the property, and any conditions specifically applied to development of the property by the Planning and Zoning Commission or City Council in a prior decision affecting the property. (b) The application is consistent with the Comprehensive Plan. (c) The size, scale, height, density, multi-modal traffic impacts, and hours of operation of the proposed use are compatible with existing and planned uses in the surrounding area. (d) The proposed use will not change the predominant character of the surrounding area. (e) The City's existing infrastructure and public improvements, including but not limited to its street, trail, and sidewalk systems, have adequate capacity to serve the proposed development, and any burdens on those systems have been mitigated to the degree practicable. (f) The application demonstrates that the proposed use will not create significant dislocations of tenants or occupants of the property, or

that any impacts are outweighed by other public benefits or progress toward other Comprehensive Plan goals that would be achieved by approval of the application. (g) The application mitigates any adverse impacts on the surrounding area to the degree practicable.

The Conditional Use complies with the code criteria regarding adherence to applicable City Code and mitigation of ext. Therefore, the application as proposed:

- Complies with the standards of the UDO;
- Is consistent with the goals of the Commercial Hub Comprehensive Plan placetype;
- Is compatible with the surrounding development;
- Mitigates negative external effects on nearby uses; and
- Will not change the predominant character of the area.

2. Site Plan Criteria

Per Section 146-5.4.3.B.2. the Site Plan shall be approved, approved with conditions, or denied based on the following criteria:
(a) The application complies with the applicable standards in this UDO, other adopted City regulations, any approved Master Plan that includes the property, and any conditions specifically applied to development of the property by the Planning and Zoning Commission or City Council in a prior decision affecting the property. (b) The City's existing infrastructure and public improvements, including but not limited to its water, wastewater, street, trail, and sidewalk systems, have adequate capacity to serve the proposed development, and any burdens on those systems have been mitigated to the degree practicable. (c) Major Site Plans shall be designed to preserve and protect natural areas, ridgelines, swales, natural landforms, water quality and wildlife habitat of riparian corridors, wetlands, and floodplains affected by the proposed development and to integrate those areas into site design where practicable. (d) The application will improve or expand multi-modal connections with adjacent sites, neighborhoods, and urban centers. (e) The application is compatible with surrounding uses in terms of size, scale and building façade materials. (f) The application mitigates any adverse impacts on the surrounding area to the degree practicable.

The Site Plan complies with the code criteria regarding design, circulation, landscaping, building architecture, and compatibility. Therefore, the application as proposed:

- Complies with the standards of the UDO:
- Is compatible with the surrounding development;
- Provides for high quality four-sided architecture;
- Mitigates negative external effects on nearby uses; and
- Establishes adequate vehicular and pedestrian circulation and connectivity.

Applicant Information:

Applicant: Kimley Horn and Associates
Owner: QuikTrip Corporation
Project Manager: Jessica Glavas & Shelby Madrid

Exhibits:

Exhibit A - Vicinity Map
Exhibit B - Letter of Introduction
Exhibit C - Site Plan
Exhibit D - Response to Conditional Use Criterion
Exhibit E – Environmental Responsibility Letter

Project Statistics:

Land Use Analysis

Item	Existing	Permitted or Required	Proposed
Zoning	MU-C (Mixed-Use Corridor)	N/A	No Change
Land Use	Restaurant	Proposed Use Permitted with Conditional Use Approval	Motor Vehicle Fuel Dispensing Station and Convenience Store
Parcel Size	4.834 acres	N/A	1.288 acres improved
% Hard Surface Area	N/A	N/A	70%
% Landscape Area	N/A	N/A	31%
% Building Coverage	N/A	N/A	24%
Building Height	N/A	75 feet	22.5’ feet
Total Sign Area	N/A	Per City Code	184.5’ sf
Number of On-Site Parking Spaces	N/A	22 Traditional Vehicle Stalls 2 Accessible Stalls	32 Traditional Vehicle Stalls 2 Accessible Stalls

Surrounding Properties

Direction	Zoning	Actual Use
North	MU-C (Mixed-Use Corridor)	Drive-through Restaurant (Burger King)
East 1	MU-OI (Mixed-Use Office & Institutional)	Offices (Havana Parker Office Center)
East 2	MU-C (Mixed-Use Corridor)	Multi-Tenant Retail Building
South	MU-C (Mixed-Use Corridor)	Multi-Tenant Retail and Epic Mtn Gear
West	City of Denver OS-A (Open Space Public Parks)	Babi Yar Park

Staff Recommendation:

Agenda Item 8a: Conditional Use
Recommend approval of the Conditional Use because the proposal complies with the criteria in Section 146-5.4.3.A.3. for the following reasons:

- Complies with the standards of the UDO;
- Is consistent with the goals of the Commercial Hub Comprehensive Plan placetype;
- Is compatible with the surrounding development;
- Mitigates negative external effects on nearby uses; and
- Will not change the predominant character of the area.

Agenda Item 8b: Site Plan
Approve Site Plan because the proposal complies with the requirements of Code Section 146-5.4.3.B.2 of the Unified Development Ordinance for the following reasons:

- Complies with the standards of the UDO:
- Is compatible with the surrounding development;
- Provides for high quality four-sided architecture;
- Mitigates negative external effects on nearby uses; and
- Establishes adequate vehicular and pedestrian circulation and connectivity.

Approval to be subject to the following condition:

1. Resolution of outstanding technical issues prior to recordation of the site plan and issuance of any building permits.

Planning and Zoning Commission

Planning and Business Development Department

Planning and Zoning Commission
City of Aurora

THE REGULAR MEETING WILL START AT 6:10 PM

TO SPEAK ON AN AGENDA ITEM PLEASE SIGN UP:

- Please use this QR code to complete the Speaker Sign-Up Form:
- If you have already completed the form, no further action is necessary.

For more information: https://auroragov.org/PC
OR search for “City of Aurora Planning Commission” on your web browser.

Please make sure your home or computer microphone is on mute, unless you are speaking. The Planning and Zoning Commission meeting is a quasi-judicial hearing. There is no swearing-in of those who will give testimony, but it is presumed that all parties are telling the truth. When addressing the commission, please state your name and address for the record.

For each agenda item, there will be an initial presentation by city staff. Afterward, commissioners may ask questions of staff. Discussion of agenda items, by Commissioners, will be conducted only following a motion and a second.



Following the staff presentation, the applicant, or their representative, may choose to make a presentation, or answer questions. The applicant will have 10 minutes for their presentation. Commissioners may ask questions.

Members of the public, that have signed up to speak, will each have 3 minutes to speak on the agenda item during this public comment period. It is asked that only new information be presented; the same arguments should not be repeated. Commissioners may ask questions of the public, following their comments. After public comments, the applicant will have 5 minutes to address public comments. Commissioners may ask questions of the applicant.



The chair will ensure all commissioners have no further questions of the applicant or staff. The chair will then call for the question. After a motion has been made and seconded, the commissioners will then discuss the case amongst themselves.

After the discussion, the chair will call the question. Commissioners are finders of fact and will vote based on their evaluation of the evidence presented, as compared to Code Section 146.



All rulings by the Planning Commission are normally final. Exceptions are zoning map amendments, zoning code amendments, and comprehensive plan amendments that need City Council approval. Decisions by the Commission can be appealed to City Council by presenting a written appeal to the City Manager within ten calendar days of the public hearing. City Council also has the discretion to call up any case whether an appeal has been made.

Notices for this virtual meeting were published, posted to the city website, and the development projects were posted with signs on the properties. Notices were also mailed to adjacent landowners per city requirements.



AGENDA

Regular Meeting of the Planning and Zoning Commission

February 12, 2025, 5:00 pm
VIRTUAL MEETING

1. **Study Session - Planning and Zoning Commission 5:00 p.m. - No Study Session Scheduled**
2. **Regular Meeting - Call to Order 6:10 p.m.**
3. **Roll Call**
4. **Pledge of Allegiance**
5. **Approval of the Planning Commission Minutes**
   - 5.a **Draft January 22, 2025 Planning and Zoning Commission Minutes**
6. **Adoption of Agenda**
7. **Consent Agenda**
8. **General Business**
   - 8.a **QuikTrip 4263 - Conditional Use - Project Number 1810914 - Ward IV**

     CASE MANAGER: James Schireman APPLICANT: QuikTrip Corporation
     Development Application: DA-1483-03 Case Number(s): 2000-6044-08
     General Location: S Havana Street to the west, S Parker Road to the northeast
   - 8.b **QuikTrip 4263 - Site Plan - Project Number 1810914 - Ward IV**

     CASE MANAGER: James Schireman APPLICANT: QuikTrip Corporation
     Development Application: DA-1483-03 Case Number(s): 2000-6044-07
     General Location: S Havana Street to the west, S Parker Road to the northeast
9. **Public Invited to be Heard (non-agenda related issues)**
10. **Commissioner Comments/Miscellaneous Items of Business**
11. **Reports**
    - 11.a **Report by Planning Division Manager**
    - 11.b **Report by City Attorney**
12. **Adjournment**

Project Name: Quiktrip 4263

Project No: DA-1483-03
Public Hearing
Aurora Planning & Zoning Commission
February 12, 2025

Request

- Site Plan and Conditional Use Approval for a vehicle fueling station and convenience store in the MU-C district.

- Applicant: Kimley Horn & Associates
- Owner: Quiktrip
- Current Zoning: Mixed-Use Corridor (MU-C)

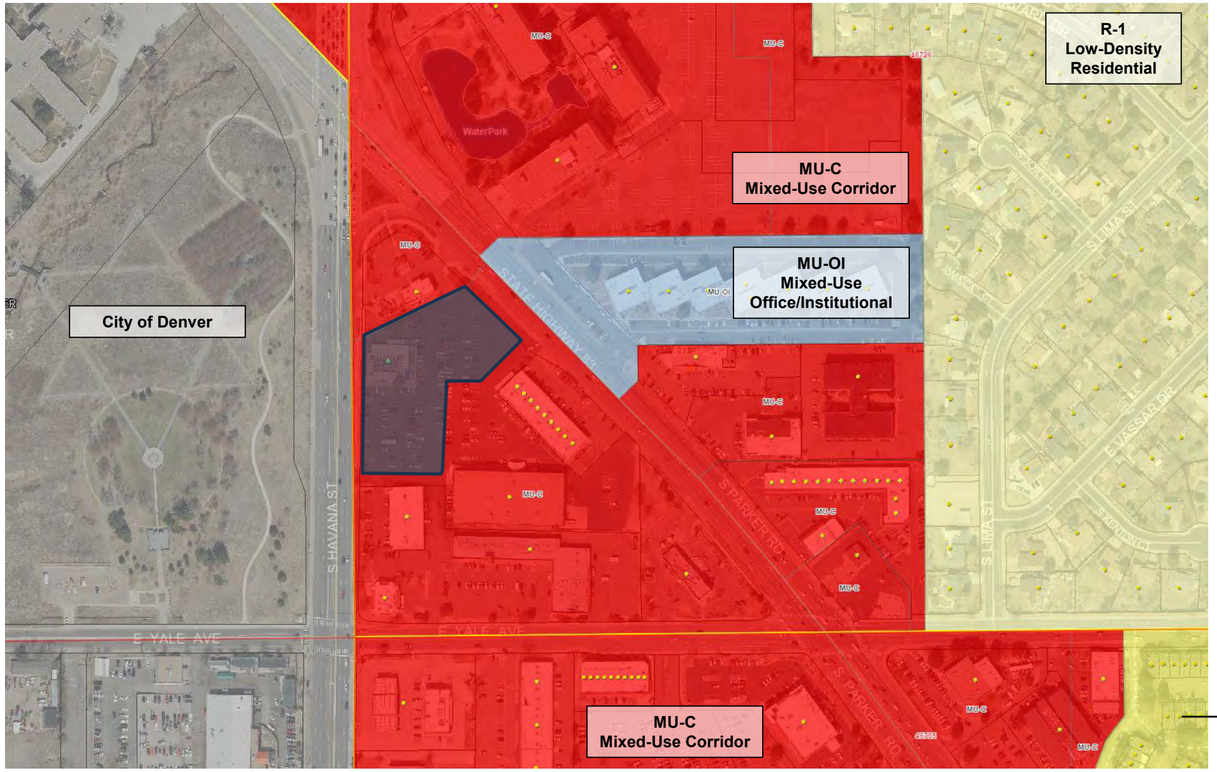
Vicinity Map



Aerial Map



Zoning Map


City of Denver
MU-C
Mixed-Use Corridor
MU-OI
Mixed-Use
Office/Institutional
R-1
Low-Density
Residential
MU-C
Mixed-Use Corridor
R-2
Medium-
Density
Residential
S HAVANA ST
E YALE AVE
S PARKER RD
S DIETZ ST
S LIMA ST
E VASSAR DR
WaterPark

Site Photo – East Facing View



Site Photo –North Facing View



Site Photo – South Facing View



Site Photo – West Facing View



Community Response

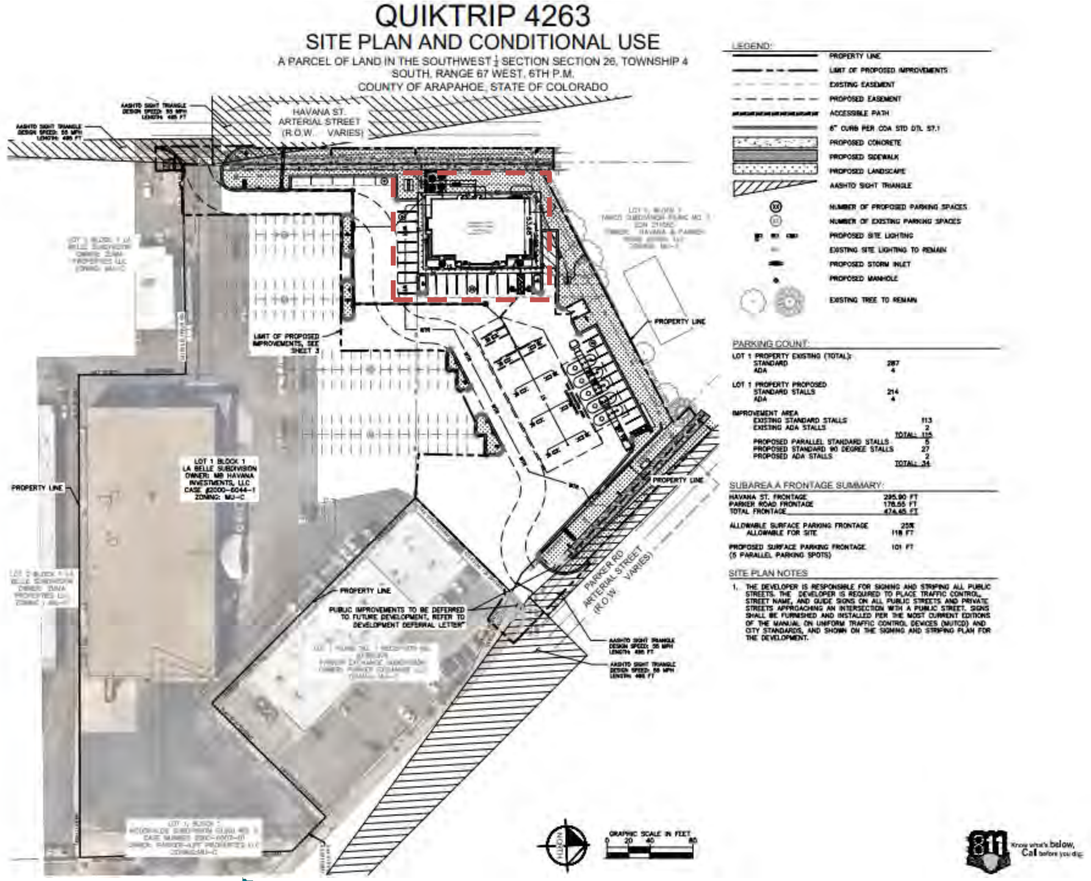
7 adjacent property owners and 15 registered neighborhood organizations were notified.

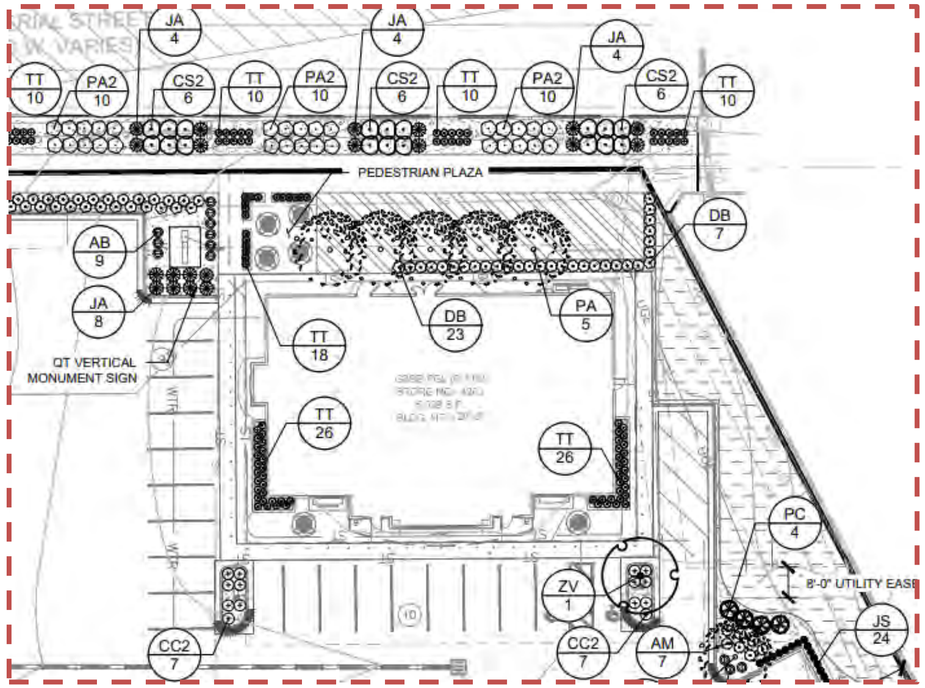
A neighborhood meeting was not held.

Notice of Hearing Boards and Mailings were posted and sent.

A comment from an HOA rep was received yesterday. The Case Planner responded to the nearby HOA rep. No comments were received during review.

Site Plan

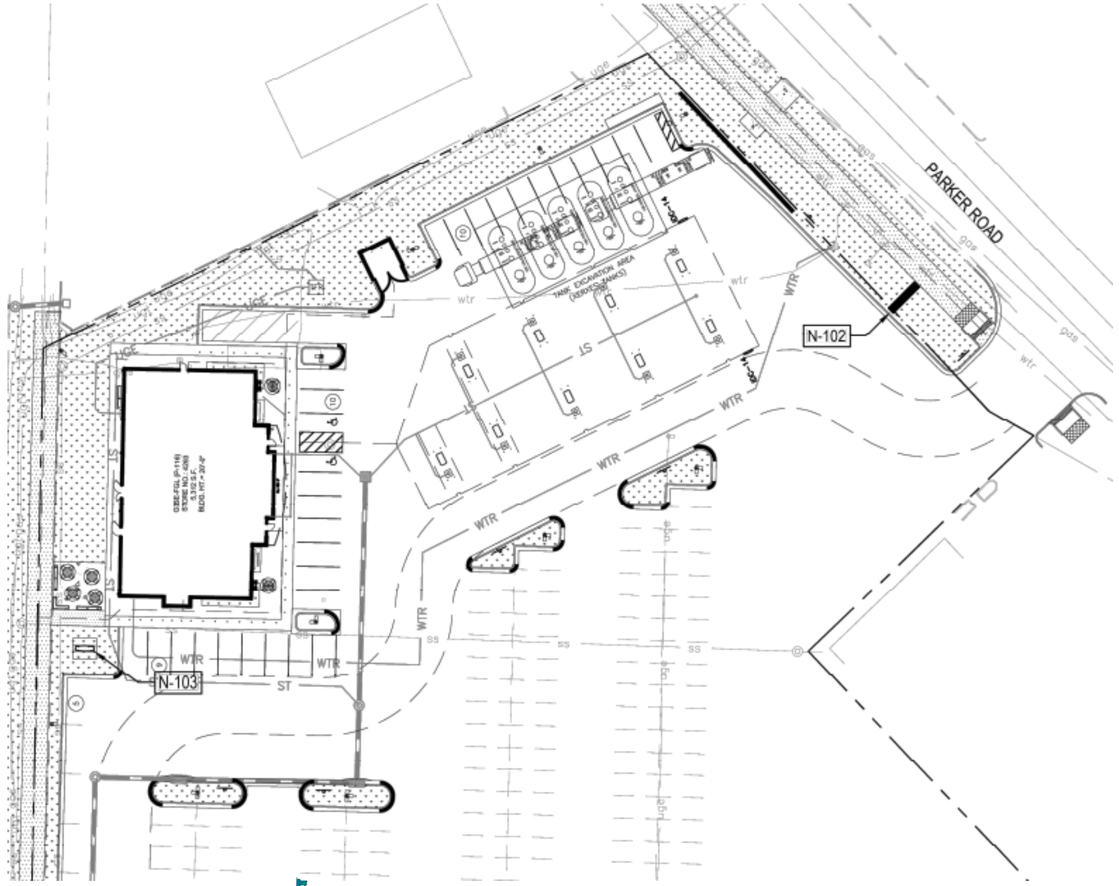

QUIKTRIP 4263
SITE PLAN AND CONDITIONAL USE
A PARCEL OF LAND IN THE SOUTHWEST ¼ SECTION SECTION 26, TOWNSHIP 4 SOUTH, RANGE 67 WEST, 6TH P.M.
COUNTY OF ARAPAHOE, STATE OF COLORADO
HAVANA ST.
ARTERIAL STREET
(R.O.W. VARIES)
PARKER RD
ARTERIAL STREET
(R.O.W. VARIES)
LIMIT OF PROPOSED IMPROVEMENTS, SEE SHEET 2
PROPERTY LINE
LOT 1 BLOCK 1
LA BELLE SUBDIVISION
OWNER: MR HAVANA INVESTMENTS, LLC
CASE #2000-6044-1
ZONING: MU-C
PUBLIC IMPROVEMENTS TO BE DEFERRED TO FUTURE DEVELOPMENT, REFER TO DEVELOPMENT DEFERRAL LETTER
AASHTO SIGHT TRIANGLE
DESIGN SPEED: 55 MPH
LENGTH: 495 FT
DESIGN SPEED: 50 MPH
LENGTH: 495 FT
LEGEND:
PROPERTY LINE
LIMIT OF PROPOSED IMPROVEMENTS
EXISTING EASEMENT
PROPOSED EASEMENT
ACCESSIBLE PATH
6" CURB PER COA STD D7L ST.1
PROPOSED CONCRETE
PROPOSED SIDEWALK
PROPOSED LANDSCAPE
AASHTO SIGHT TRIANGLE
NUMBER OF PROPOSED PARKING SPACES
NUMBER OF EXISTING PARKING SPACES
PROPOSED SITE LIGHTING
EXISTING SITE LIGHTING TO REMAIN
PROPOSED STORM INLET
PROPOSED MANHOLE
EXISTING TREE TO REMAIN
PARKING COUNT:
LOT 1 PROPERTY EXISTING (TOTAL): 287
STANDARD 4
ADA
LOT 1 PROPERTY PROPOSED 214
STANDARD STALLS 4
ADA
IMPROVEMENT AREA
EXISTING STANDARD STALLS 113
EXISTING ADA STALLS 2
TOTAL: 115
PROPOSED PARALLEL STANDARD STALLS 5
PROPOSED STANDARD 90 DEGREE STALLS 27
PROPOSED ADA STALLS 2
TOTAL: 34
SUBAREA A FRONTAGE SUMMARY:
HAVANA ST. FRONTAGE 295.90 FT
PARKER ROAD FRONTAGE 178.55 FT
TOTAL FRONTAGE 474.45 FT
ALLOWABLE SURFACE PARKING FRONTAGE 25%
ALLOWABLE FOR SITE 118 FT
PROPOSED SURFACE PARKING FRONTAGE 101 FT
(5 PARALLEL PARKING SPOTS)
SITE PLAN NOTES
1. THE DEVELOPER IS RESPONSIBLE FOR SIGNING AND STRIPING ALL PUBLIC STREETS. THE DEVELOPER IS REQUIRED TO PLACE TRAFFIC CONTROL, STREET NAME, AND GUIDE SIGNS ON ALL PUBLIC STREETS AND PRIVATE STREETS APPROACHING AN INTERSECTION WITH A PUBLIC STREET. SIGNS SHALL BE FURNISHED AND INSTALLED PER THE MOST CURRENT EDITIONS OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) AND CITY STANDARDS, AND SHOWN ON THE SIGNING AND STRIPING PLAN FOR THE DEVELOPMENT.
GRAPHIC SCALE IN FEET
0 20 40 80
811 Know what's below. Call before you dig.


JA 4
TT 10
PA2 10
CS2 6
PEDESTRIAN PLAZA
DB 7
AB 9
JA 8
QT VERTICAL MONUMENT SIGN
TT 18
DB 23
PA 5
TT 26
PC 4
8'-0" UTILITY EASE
ZV 1
CC2 7
AM 7
JS 24

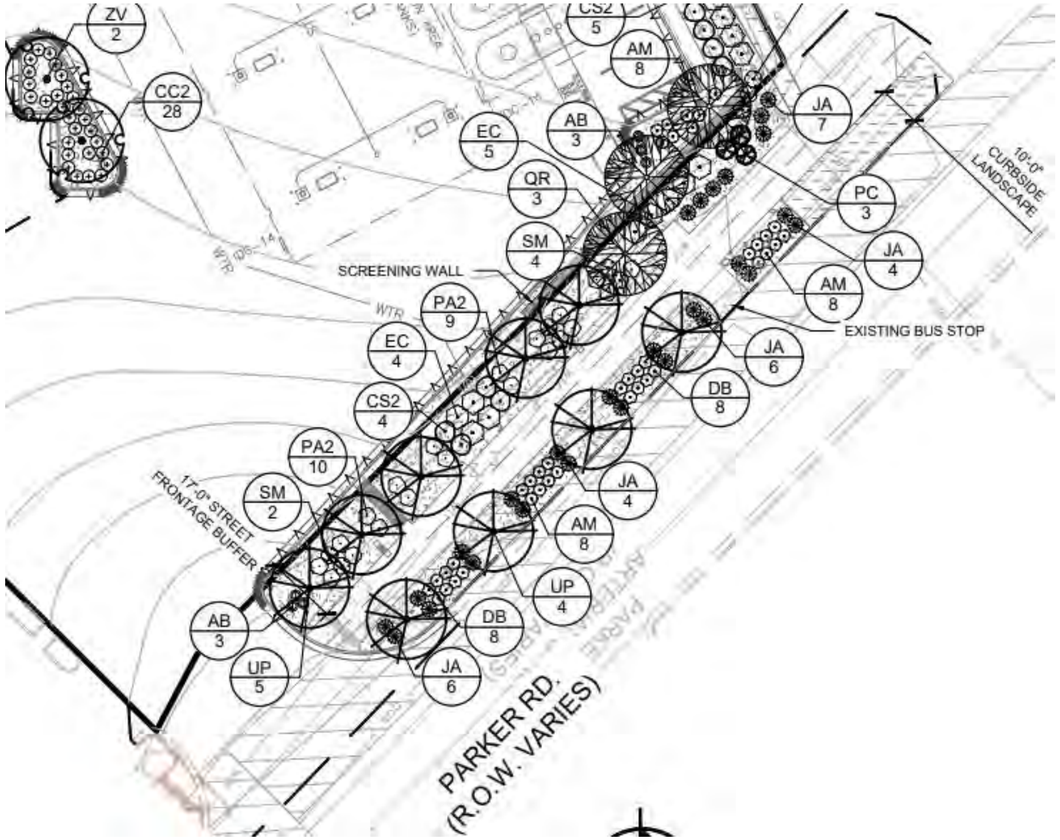
Issues Resolved

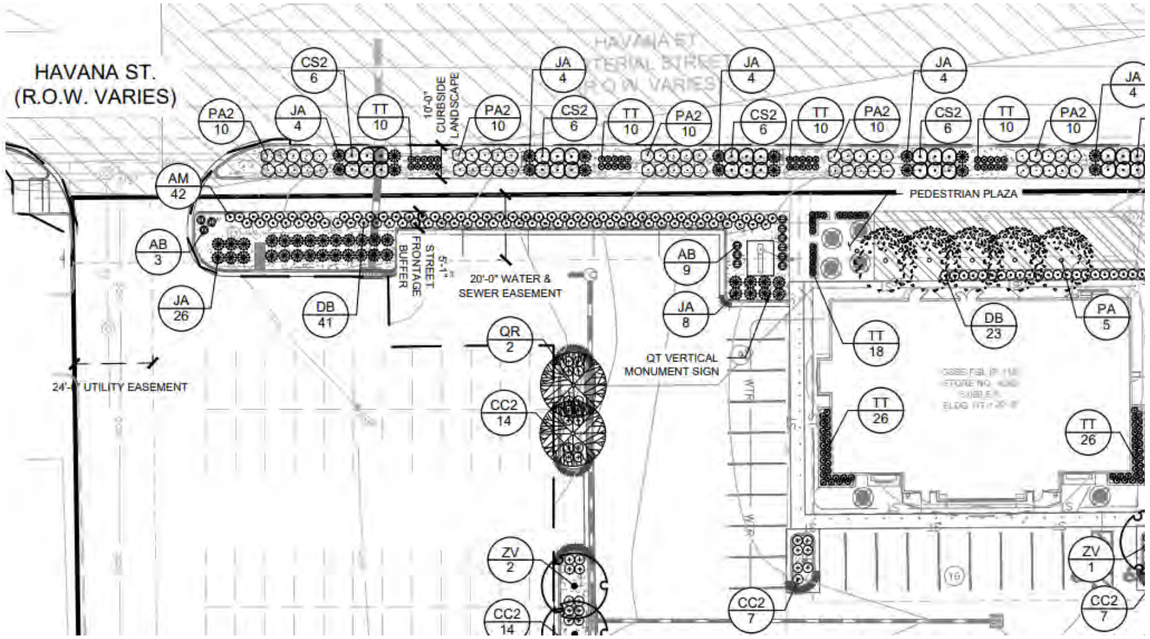
- Building Frontage and Site Layout
- Pedestrian Accessibility
- Vehicle Circulation
- Public Safety
- Havana St. Placemaking

Building Frontage and Site Layout

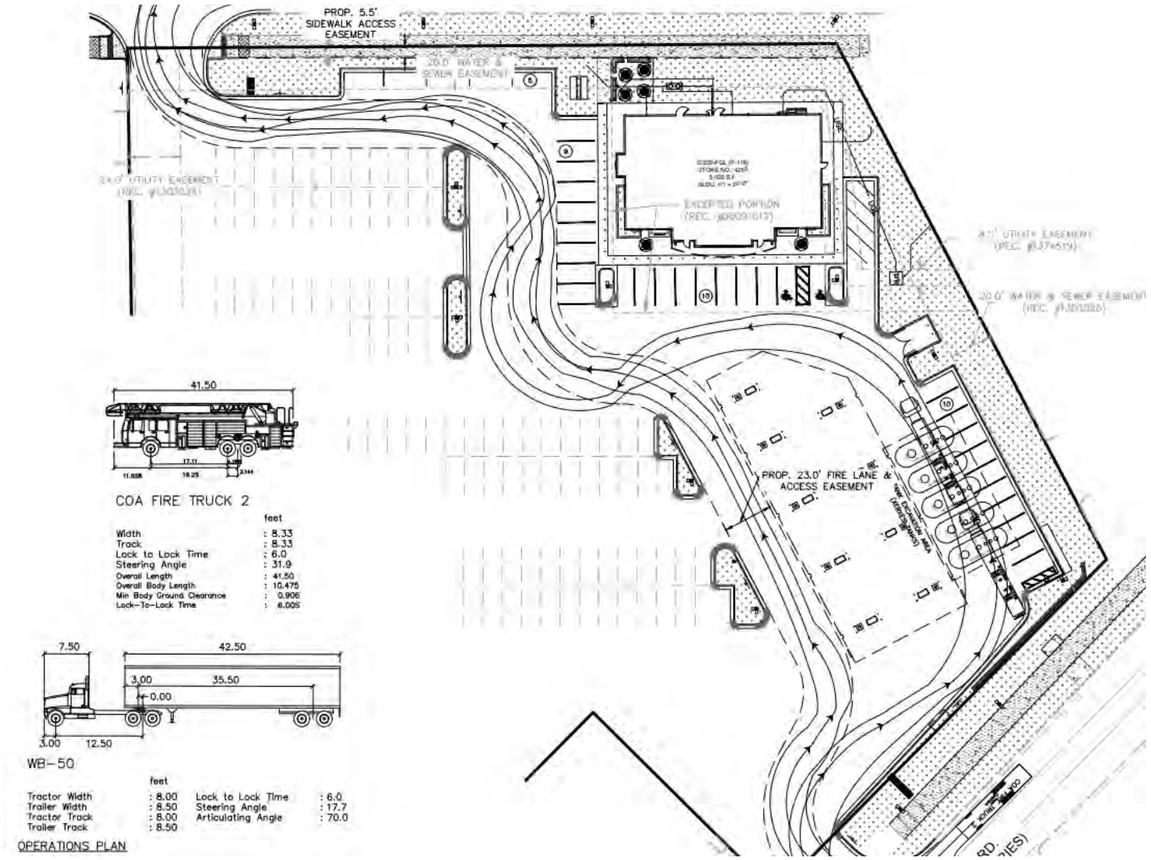


Pedestrian Accessibility

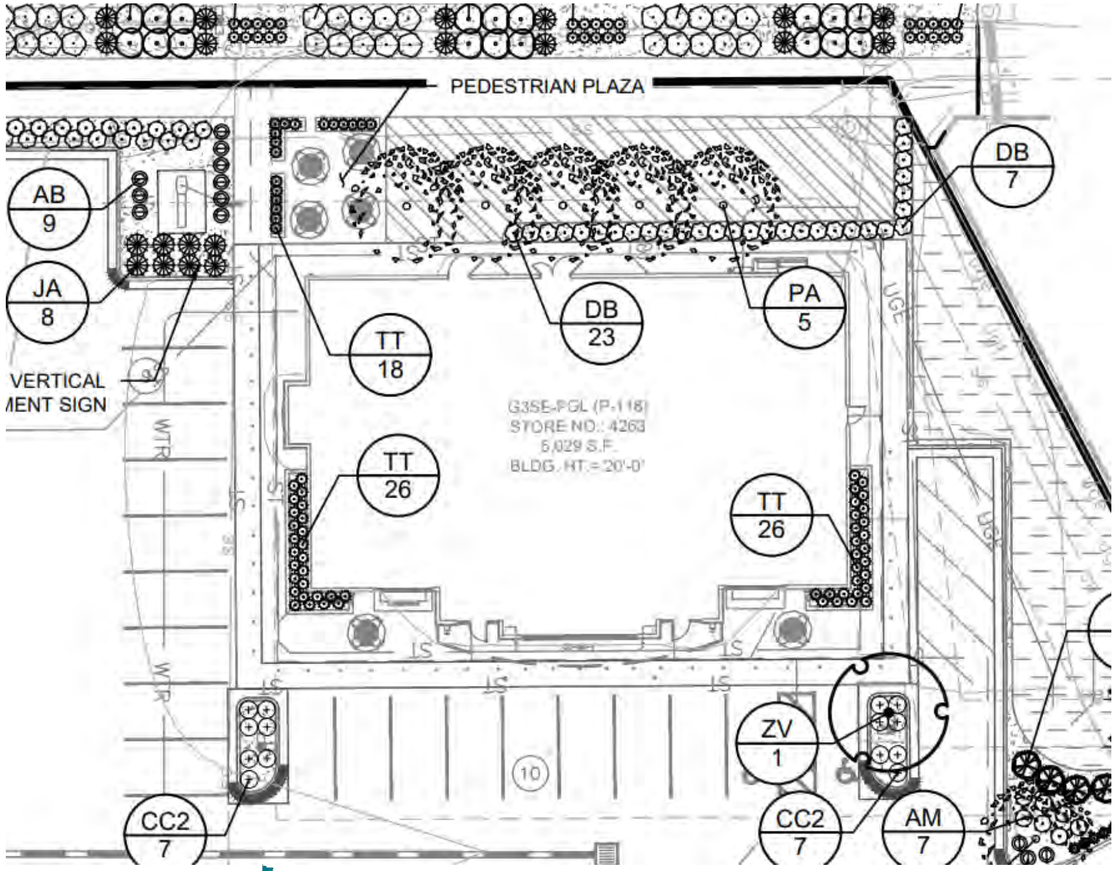




Vehicle Circulation

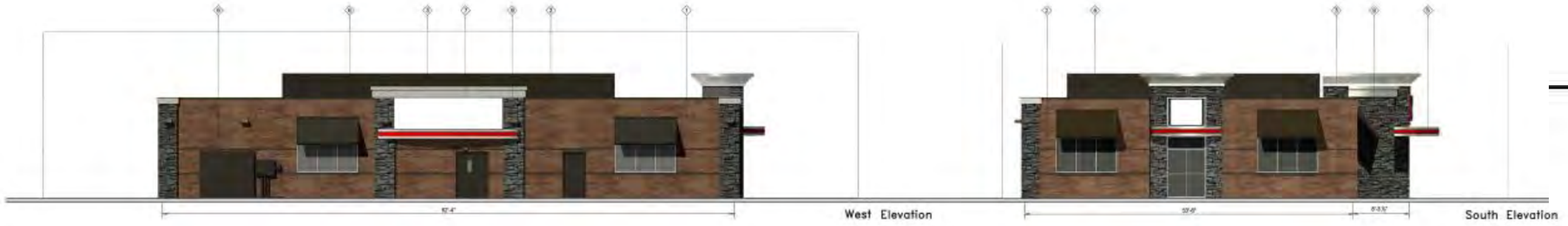


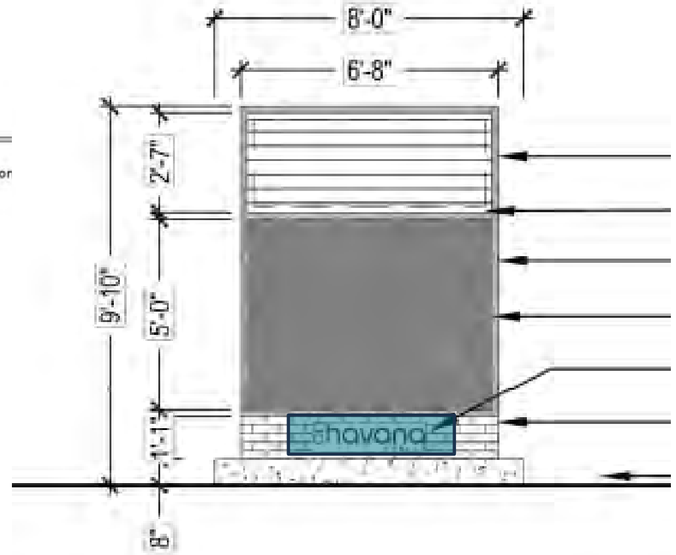
Public Safety



Havana St. Placemaking







Conditional Use Approval Criteria

In compliance with the City of Aurora Zoning Code, Sec. 5.4.3.A.3, Conditional Use:

- The conditional use complies with the applicable standards of the UDO;
- The application is consistent with the Comprehensive Plan “Commercial Hub” Placetype;
- The application is compatible with adjacent and nearby development;
- Mitigates negative external effects on nearby uses; and
- Will not change the predominant character of the area.

Site Plan Approval Criteria

In compliance with the City of Aurora Zoning Code, Sec. 146-5.4.3.2.B.c, Site Plan:

- The site plan complies with the applicable standards of the UDO and the Aurora Places Comprehensive Plan;
- The application is compatible with adjacent and nearby development;
- The application provides for high quality four-sided building architecture;
- The proposal mitigates negative external effects on nearby uses and;
- Establishes adequate vehicle and pedestrian circulation and connectivity



Staff Findings

Agenda Item 8a

City of Aurora UDO, Section 146-5.4.3.A.3, Conditional Use

- Recommend Approval

Agenda Item 8b

City of Aurora UDO, Section 146-5.4.3.B.2.c, Site Plan

- Recommend Approval with conditions
- Condition #1: Resolution of all outstanding technical issues prior to recordation of the Site Plan and issuance of any building permits.

Planning and Zoning Commission
February 12, 2025

Commissioners Present	**Garrett Walls** **Becky Hogan** **Robert Gaiser** **Sonda Banka** **Gayle Jetchick** **Melvin Bush**
Commissioners Absent	**Robert Roth**

Commissioner Roth left the meeting at 6:14 pm.

1. **Study Session – 5:00 p.m. – No Study Session Scheduled**

2. **Regular Meeting – Call to Order 6:10 p.m.**

3. **Roll Call**

4. **Pledge of Allegiance**
   Not Conducted Due to Virtual Meeting

5. **Approval of the Planning Commission Minutes**
   5.a. January 22, 2025, Draft Minutes
   A MOTION WAS MADE BY CHAIRMAN WALLS AND SECONDED BY COMMISSIONER JETCHICK TO APPROVE THE MINUTES AS SUBMITTED.

   MINUTES APPROVED UNANIMOUSLY.

6. **Adoption of Agenda**
   A MOTION WAS MADE BY CHAIRMAN WALLS AND SECONDED BY COMMISSIONER HOGAN.

   MOVE TO APPROVE THE DRAFT AGENDA AS THE PERMANENT AGENDA. AGENDA ITEMS 8ab WILL BE HEARD AT THIS MEETING ALL OTHER AGENDA ITEMS HAVE EITHER BEEN WITHDRAWN, ARE INACTIVE, OR ARE BEING CONTINUED TO A LATER DATE.

   MOTION PASSED UNANIMOUSLY.

7. **Consent Agenda**
   Not Conducted Due to Lack of Items.

8. General Business

8ab. QUICKTRIP 4263 – CONDITIONAL USE FOR CONVENIENCE STORE AND MOTOR VEHICLE FUELING IN MU-C ZONE DISTRICT AND SITE PLAN

The applicant's agent, Kimley-Horn, and Associates, on behalf of the QuikTrip Corporation, requests approval of a Site Plan application and Conditional Use permit for a convenience store and fueling station in the triangular shopping center bound by S. Parker Road and S. Havana Street. The subject property is located entirely within a Mixed-Use Corridor (MU-C) zone district. It is bordered by adjacent MU-C zoning to the north and south, with a small pocket of Mixed-Use Office/Industrial (MU-OI) zoning to the east. A park managed by the City of Denver is located to the West across Havana Street. The proposed QuikTrip is situated on a parcel that contains a multi-tenant commercial center, which will remain, while the now-closed Sam's Diner restaurant on the northwest corner will be demolished and replaced with the proposed QuikTrip use. Specifically, the QuikTrip will include an approximately 5,312-square-foot single-story convenience store and a nine-pump traditional vehicle fueling station with a canopy. The fueling station, convenience store, and associated parking will occupy 1.288 acres of the overall 4.834-acre site. No separate diesel canopy is proposed.

The proposed convenience store building will be constructed primarily of masonry brick, will include glazing on all elevations, and will feature accents of aluminum and stucco. Vehicular access to the site will be provided through existing access points off S. Parker Rd. and S Havana St. The proposed site plan design meets all applicable requirements and ensures that all potential negative impacts are mitigated and that the proposed use's size, scale, height, density, and traffic impacts are compatible with existing nearby development.

The fueling station would operate 24 hours a day, seven days a week. The facility would employ approximately 22 people, with four employees working per shift and three shifts per day. Due to being located along a primary commuter corridor, the location expects peak visitation during the morning and evening rush hour, specifically 6am-9am and 4pm-6pm.

Seven (7) abutting property owners and fifteen (15) registered neighborhood organizations were notified of the application. No comments were received during the review process. Therefore, no neighborhood meeting was held.

Testimony Given at the Hearing:

Commissioners Walls, Jetchick, Hogan, Banka, and Bush visited the site.

James Schireman, Case Manager, gave a presentation of the item, including the staff recommendation of approval.

Chair Walls commented on the Blue Sheet Amendment provided to the commission by staff. Chair Walls asked staff about the status of the third round review of comments, specifically, if the site plan submitted in the staff report reflects the applicants' response to those review comments.

J. Schireman clarified that the most recent site plan was submitted. Outstanding comments from the third round of review are to be addressed at the technical review stage by the applicant.

Jessica Glavas, QuikTrip Corporation, representing the applicant, gave a presentation of the item. J. Glavas provided information on the history of QuikTrip and its expansion throughout the country. J. Glavas also noted that the QuikTrip model is to donate 5% of net profits to organizations in the community.

Shelby Madrid, Kimley-Horn & Associates, agent representing the applicant, gave a presentation of the item. S Madrid reviewed the conditional use request for a fueling station in the Mixed-Use Corridor (MU-C) zone district. Information on the compatibility of the project with the surrounding uses and businesses was reviewed. Access points to the site were detailed as were building elevations and design plans proposed. S. Madrid noted that the existing building was planned to be demolished, causing no displacement of tenants.

Commissioner Hogan voiced concern that the introduction of a QuikTrip may negatively impact the business of other smaller fueling stations in the area.

J. Glavas replied that QuikTrip feels they may galvanize surrounding businesses through the increased competition. J. Glavas stated that should neighboring fuel stations be unable to adjust to the increased competition this may bring an opportunity for new businesses in those locations.

Commissioner Hogan commented that the majority of the neighboring fueling stations are new locations.

Commissioner Hogan stated that the signature block on the site plan submitted to the commission should read Arapahoe County not Adams. J. Glavas stated this would be corrected.

Commissioner Jetchick asked if the Havana Business Improvement District, HBID, would be worked with on their events to encourage business in the area. J. Glavas responded that they were happy to work with the district.

Chair Walls expressed concerns about the topography of the site and the placement of fuel storage on top of a hill. S. Madrid replied with details on mitigation measures available to prevent fuel spills and contamination into downstream water sources.

Chair Walls stated that 11 fuel stations are within one mile of the site. Chair Walls also stated there is a lack of electronic vehicle (EV) infrastructure in the area, and, there appears to be no EV proposed in the applicants' plan. J. Glavas replied that they feel their project would provide the best fueling station offering in the area.

There were no further questions from the commission for staff or the applicant.

Stephanie Hancock, City of Aurora Councilmember, speaking as a citizen, provided public comment on the item. S. Hancock stated she did not receive notice regarding this application and expressed concerns about this. S. Hancock spoke in opposition to the project and stressed there is an oversaturation of fueling stations in the area. S. Hancock also expressed concerns that the proposed QuikTrip may negatively impact the existing fuel stations due to business competition and may also exacerbate traffic issues at the site.

Commissioner Banka asked staff, and the applicant if any of the neighboring gas stations are driven out of business by the QuikTrip what will happen to the land on which it was located. Questions were posed on whether future fueling stations could be at those locations and when that would be safely allowed.

Chair Walls noted that staff and the applicant may respond to questions at the end of the public comment period.

Chance Horiuchi, Executive Director of Havana Business Improvement District (HBID), a citizen, provided public comment on the item. C. Horiuchi stated that constituents of HDIB have voiced opposition to the proposal. Concerns regarding oversaturation of gas stations in the area were expressed and a lack of EV charging options in the area. C. Horiuchi stated that restaurant businesses have expressed interest in the former Sams 3 site, which would be impacted due to the proposal to demolish the building for the fueling station. C. Horiuchi invited the applicant to work with HBID to address concerns.

Sherri Reiss, a citizen, provided public comment on the item. S. Reiss opposed the project, noting that there are already many existing fuel stations in the area and that the site may be of better use to the community by offering residents family-friendly businesses.

Arnie Schultz, Village East Neighborhood Association, a citizen, provided public comment on the item reiterating concerns about the number of gas stations already in the area and how a QuikTrip may hurt those businesses due to the competition.

Jessica Glavas, QuikTrip Corporation, responded to public comments and commissioner questions. J. Glavas expressed support for working with surrounding businesses and residents regarding the proposal. J. Glavas also spoke on concerns that increased competition may harm the surrounding businesses stressing that if a fueling station were to go out of business the property could be reused as these are highly desirable locations. Information was provided on policy for environmental remediation that would take place at any shuttered fueling station sites. Information was provided on additional offerings with QuikTrip, like full-service kitchens, that set them apart from traditional fueling stations, and noted that QuikTrip is open to discussions of offering EV charging if the community desires it.

Planning Commission Results

AGENDA ITEM 8a – CONDITIONAL USE FOR A FUELING STATION IN MU-C

A MOTION WAS MADE BY COMMISSIONER BUSH AND SECONDED BY COMMISSIONER GAISER.

MOVE TO APPROVE THE CONDITIONAL USE FOR A CONVENIENCE STORE AND FUELING STATION IN THE MIXED-USE CORRIDOR (MU-C) ZONE DISTRICT BECAUSE THE PROPOSAL COMPLIES WITH THE CRITERIA IN SECTION 146-5.4.3.A.3. OF THE UNIFIED DEVELOPMENT ORDINANCE FOR THE FOLLOWING REASONS:

1. COMPLIES WITH THE STANDARDS OF THE UDO;
2. IS CONSISTENT WITH THE GOALS OF THE COMMERCIAL HUB COMPREHENSIVE PLAN PLACETYPE;
3. IS COMPATIBLE WITH THE SURROUNDING DEVELOPMENT;
4. MITIGATES NEGATIVE EXTERNAL EFFECTS ON NEARBY USES; AND
5. WILL NOT CHANGE THE PREDOMINANT CHARACTER OF THE AREA.

Further Discussion:
Commissioner Jetchick stated concerns that an activity center is intended for the area and noted that the proposal is likely a lease and would not support the motion.

Commissioner Bush stated that insurance coverage is required to address environmental contamination concerns should neighboring fueling stations be closed.

Chair Walls commented that the concerns expressed have largely been regarding the time frame in which a shuttered fueling site may remain vacant while the remediation occurs.

Commissioner Gaiser also stated that state financing can be available to help with environmental remediation.

Commissioner Hogan voiced opposition to the proposal, despite support for the business model, due to its use at the proposed location. Commissioner Hogan also encouraged the applicant to work further with the Havana Business Improvement District, HBID.

Chair Walls recused themselves from the decision due to their current involvement with HBID. Chair Walls voiced opposition to the item because of concerns for compatibility with existing uses and potential adverse impacts with the introduction of another fueling station in the area.

Commissioner Jetchick noted a historical involvement with HBID, but having retired five years prior, had no perceived conflicts in deciding on the item.

MOTION FAILED WITH COMMISSIONER'S WALLS, HOGAN, BANKA, GAISER, AND JETCHICK DENYING, AND BUSH APPROVING.

AGENDA ITEM 8b – SITE PLAN

DUE TO THE DENIAL OF THE CONDITIONAL USE, THE SITE PLAN WAS ALSO CONSIDERED DENIED BY EXTENSION AND THEREFOR A MOOT POINT. NO FURTHER DISCUSSION WAS HELD.

9. Public Invited to be Heard
There was no public comment.

10. Commissioner Comments/Miscellaneous Items of Business
Chair Walls spoke about the attendance record of Commissioner Roth, who has been absent for 43% of meetings and proposed that the commission make a recommendation to the City Council for the removal of Commissioner Roth. Chair Walls encouraged comments from fellow commissioners regarding the issue of attendance and this proposal.

Commissioner Gaiser spoke about the necessity of attending meetings reflecting on the experience as a council member for the City and County of Broomfield as well as a member of many commissions.

Commissioner Hogan echoed Commissioner Gaiser's concerns and stated that an active participant in the commission is necessary. Commissioner Hogan noted that the attendance record of Commissioner Roth has been unusual.

A MOTION WAS MADE BY CHAIR WALLS AND SECONDED BY COMMISSIONER HOGAN TO RECOMMEND TO THE CITY COUNCIL THE REMOVAL OF COMMISSIONER ROTH FROM THE PLANNING AND ZONING COMMISSION.

MOTION PASSED UNANIMOUSLY

Commissioner Banka requested a copy of the PowerPoint presentation from the February Policy and Economic Development (PED) Committee meeting.

Jeannine Rustad, Planning Director, provided information on the online publishing of materials for the PED but also stated that staff would share the requested materials with the commissioner.

11. Reports

10a. Report by Planning Division Manager

Brandon Cammarata, Panning Division Manager, reviewed the Administrative Decisions made over the past two weeks. Projects include Chico 4-65 26-25 North and Blue Eagle Logistics Park.

Chair Walls asked for clarification on the policies regarding noticing metro districts for development applications. B. Cammarata responded that it is not within the scope of the code to provide notice to metro districts.

Commissioner Hogan asked for additional information regarding why or how a district would be noticed. B. Cammarata indicated that within the current apparatus, it would be recommended for a district, such as HBID, to register as an HOA with the city to be included in such notice.

A general discussion ensued.

J. Rustad asked for additional time to discuss this issue with legal and Housing and Community Development before providing the requested additional information to the commission.

Commissioner Hogan encouraged that feedback from staff within the next month would be appreciated.

10b. Report by City Attorney

Lena McClelland, Assistant City Attorney, was available for questions.

Commissioner Hogan asked for information regarding the 2025 state legislative session.

L. McClelland stated that the 2025 session has started, and land use bills are being considered. L. McClelland briefly reviewed land use bills approved in 2024. L. McClelland then reviewed bills proposed for 2025, noting that the largest bill being considered is regarding land uses near religious or educational institutions. The bill includes an allowance for residential uses on adjacent property that is owned by such institutions. The city has voiced opposition to the bill.

Commissioner Banka spoke about the proposed bill and what impact this would have on the city. Commissioner Banka also spoke on potential bills concerning construction defects.

L. McClelland stated she would keep the commission well informed of any such bills.

Chair Walls spoke in support of the Planning and Zoning Commissioners' hard work they have done for the city.

12. Adjournment

Chairman Walls adjourned the meeting at 7:27 p.m. until February 26, 2025.

FOSTER GRAHAM MILSTEIN & CALISHER, LLP
ATTORNEYS AT LAW

360 South Garfield Street
6th Floor Denver, CO 80209
T 303-333-9810 F 303-333-9786

fostergraham.com

February 21, 2025

Via Electronic Mail: jbatchel@auroragov.org
City Manager, Jason Batchelor

15151 E. Alameda Parkway

Aurora, CO 80012

Re: Appeal of Planning and Zoning Commission Decision – Denial of Conditional Use and Site Plan - DA-1483-03 ("Appeal")

Dear Mr. Batchelor:

Foster Graham Milstein & Calisher, LLP ("FGMC") represents QuikTrip Corporation (the "Applicant") regarding its application DA-1483-03 for a Conditional Use and Site Plan for a motor vehicle fueling station (the "Application") for real property located at the intersection of South Havana Street and South Parker Road (the "Property"). The City of Aurora (the "City") Planning and Zoning Commission (the "Commission") held a public hearing on February 12, 2025, and denied the Application. This letter constitutes the Applicant's appeal of the Commission's denial of the Application and is timely filed pursuant to Section 146-5.3.13 of the Aurora Unified Development Ordinance (the "Code").

The Applicant appeals the Commission's denial because the Application meets all applicable review criteria and therefore, the Commission erred in denying the Application. The following narrative discusses Code Sections 146-5.4.3.A.3 and 146-5.4.3.B.2.C and how the Application complies with these approval criteria. The Applicant respectfully requests that City Council reconsider the Application and approve the Application.

I. Code Section 146-5.3.13 – Notice of Appeal Requirements

Section 146-5.3.13 of the Code states that, "Appeals may be submitted by an affected applicant or by the owner of a property that is adjacent to the property that was the subject of the application. The notice of appeal must be filed with the City Manager within 10 calendar days

after the decision, and shall specifically state the Section or the City regulation that has not been applied correctly."

This Appeal complies with Code Section 146-5.3.13. QuikTrip is the affected Applicant for which its Application for a conditional use site plan was denied by the Commission. The denial of the Application occurred on February 12, 2025, and this appeal is timely filed within ten (10) calendar days, prior to the deadline of February 24, 2025. Sections 146-5.4.3.A.3. and 146-5.4.3.B.2.C were incorrectly applied, and in many instances, not applied at all, as more specifically described in paragraphs II and III herein.

II. 146-5.4.3.A.3 – Conditional Use Approval Criteria

Section 146.5.4.3.A.3 sets forth the criteria that must be met in order for a conditional use to be approved. The Application meets each of the criteria as follows:

a. The application complies with the applicable standards in this UDO, other adopted City regulations (including but not limited to any use-specific standards for the proposed conditional use in Section 146-3.3), any approved Master Plan that includes the property, and any conditions specifically applied to development of the property by the Planning and Zoning Commission or City Council in a prior decision affecting the property;

The Application complies with the applicable standards of the Code because as shown in the site plan, the design of the Application meets all of the requirements in Section 146-5.4.5.B.2.C. Furthermore, the Application is compatible and consistent with the adjacent rights-of-way, commercial and industrial uses surrounding the site. Lastly, there is no approved master plan that includes the Property, and there are no outstanding standards applied to the Property by a prior decision, ensuring that the Application complies with all applicable standards required by the criterion.

b. The application is consistent with the Comprehensive Plan;

The Property is located within a Commercial Hub place type per the Comprehensive Plan. The Application is consistent with the goals of the Commercial Hub place type in the Comprehensive Plan. Commercial Hub place types are characterized by "shopping centers and areas that provide a cluster of compatible businesses. It may be located along the city's corridors, often at the intersection of two arterial streets."[1] Primary uses in the Commercial Hub are retail, commercial service, and restaurants, as well as shared outdoor areas and social gathering spaces.[2]

The Property is located between two arterial streets and proposes a commercial services and retail use consistent with the Comprehensive Plan. Fueling stations are commercial service

[1] Aurora Places Comprehensive Plan, Page 46.
[2] Aurora Places Comprehensive Plan, Page 46.

uses, and QuikTrip's business model includes a robust retail element in which fresh food can be purchased on site with gathering areas to rest and eat. Therefore, the Application fits squarely within the Commercial Hub place type, and is consistent with the Comprehensive Plan.

The Connecting Places chapter of the Comprehensive Plan states that "Places are physically connected by the streets, sidewalks, open space, waterways, rail, trails and utilities that serve them. Residents and visitors rely on a safe and convenient way to move throughout the community—from home, work and school to shopping, services and entertainment."[3] The Application is consistent with the Comprehensive Plan because the Applicant will install and improve multi-modal transportation options including new sidewalks along Havanna Street and Parker Road, as well as improving the bus stop on Parker Road. Thus, the Application meets the Comprehensive Plan goal of connecting places.

The Commission did not cite any reasons related to the Comprehensive Plan when denying the Application, but listed personal preferences and opinions that the Property should be used for a restaurant and that a fueling station does not fit the character of the area despite fueling stations being a retail and commercial service use explicitly allowed in Commercial Hub place type. Therefore, this criterion was not applied correctly by the Commission.

c. The size, scale, height, density, multi-modal traffic impacts, and hours of operation of the proposed use are compatible with existing and planned uses in the surrounding area;

The proposed convenience store and fuel station in the Application will not negatively impact the density in this area and will actively serve the community while remaining compatible with the existing commercial stores that surround the Property. A traffic study was completed and accompanies the submittal package, confirming the Property does not create a negative impact and will be successfully incorporated into the roadway network. Visually, the proposed development will be partially screened with landscaping and amenities from view of the adjacent ROW utilizing tree lawns and decorative landscaping. QuikTrip is committed to providing a high level of architecture design for the proposed convenience store and fuel canopy and both structures will be compliant with the Code. The proposed landscaping in the Application is consistent with the Code and provides new detached sidewalks with tree lawns and a plaza area west of the building. Therefore, the size, scale, height, density, multi-modal traffic impacts, and hours of operation of the proposed use are compatible with the existing and planned uses in the surrounding area.

d. The proposed use will not change the predominant character of the surrounding area;

The zoning for the Property and surrounding properties is Mixed Use Corridor. The Application proposes a convenience store and fueling station which will contribute to the commercial character of the area because in addition to fuel, QuikTrip offers fresh food, sidewalks, paths, and outdoor seating areas around the building. The surrounding properties are also

[3] Aurora Places Comprehensive Plan, Page 49.

commercial and retail in nature, selling a variety of products for consumption. Therefore, the Application proposes a use that is complementary to the predominate character of the surrounding area.

Members of the Commission and public stated that they would like the Property to become another restaurant as they were disappointed in the closure of the former Sam's No. 3 on the Property. This preference is not a criterion for a conditional use, and convenience stores and fueling stations are consistent with the character of the surrounding area per the Comprehensive Plan.[4] Commissioners also denied the Application in part because of the existence of other gas stations in the area. Denying the Application because of the opinion that the fueling station use does not fit the character of the area while simultaneously stating that the area has other fueling stations is contradictory and has no relation to the Code criteria. Therefore, the Commission erred in championing their preference for the future of the Property over the application criteria in the Code.

e. The City's existing infrastructure and public improvements, including but not limited to its street, trail, and sidewalk systems, have adequate capacity to serve the proposed development, and any burdens on those systems have been mitigated to the degree practicable; and

This criterion is met because the Applicant is making improvements to the existing infrastructure and public amenities. The development proposed by the Application will create an accessible path along both Parker Road and Havana Street, including new detached sidewalks and accessible ramps that connect pedestrians to surrounding commercial stores and the existing bus stop. The Application also includes improvements to that bus stop, making it larger and bringing it into conformance with current RTD standards. Furthermore, please see the Traffic Study that states no adverse traffic impacts will affect the surrounding properties.

f. The application demonstrates that the proposed use will not create significant dislocations of tenants or occupants of the property, or that any impacts are outweighed by other public benefits or progress toward other Comprehensive Plan goals that would be achieved by approval of the application.

The owner of the Property has agreements in place with the surrounding tenants agreeing to mitigate any tenant dislocation or decrease in business due to activity on the Property. Access to the surrounding properties will not be closed during construction of the development proposed by the Application. Therefore, the Application does not create any dislocation of tenants or occupants of the Property and will contribute improvements to the Property and surrounding areas as described in detail in (e) above.

[4] Aurora Places Comprehensive Plan, Page 46.

g. The application mitigates any adverse impacts on the surrounding area to the degree practicable.

As stated in the Staff Report, the Application mitigates the potential adverse impacts to the surrounding area. The development proposed by the Application will be partially screened with landscaping and amenities to soften the view of the adjacent ROW through the installation of tree lawns and decorative landscaping. The convenience store will have food and store deliveries as needed on a Monday through Friday daytime delivery schedule. Fuel delivery will occur based on sales as replenishment is needed, but these deliveries are anticipated to occur during daytime non-peak hours whenever possible to limit potential vehicle congestion around the Property. Even with these deliveries and other customer trips to the convenience store, a large amount of noise will not be generated. Parking is not proposed to abut Parker Road, which will mitigate negative glare and visual impact along the primary corridor. Consistent with the City standards, a stormwater quality treatment system exists off-site to treat runoff, improve water quality, and mitigate water pollution. All of the underground fuel storage tanks are equipped with state-of-the-art real-time leak detection systems.

The Application also mitigates impacts on the surrounding area because the Property owner and Applicant work and maintain contact with the surrounding property owners. The Property will operate under a land lease, so the Applicant is in consistent contact with the surrounding tenants and integrated their feedback and concerns into the Applications production and construction. This allows the development to lessen the impact it has on the surrounding commercial stores to a practical degree, and once complete, contributes to the entire area's success by bringing in additional customers through the store's elevated interior, pedestrian outdoor seating, and lot improvements. For the foregoing reasons, this criterion is met.

The Commissioners said that due to negative effects on external businesses, the Application should be denied. However, they did not include any specific examples of such negative effects and failed to consider the broad mitigation strategies offered by the Applicant. Therefore, this criterion was misapplied by the Commission.

III. 146-5.4.3.B.2.C – Site Plan General Requirements

The Major Site Plan shall be approved only if:

(a) The application complies with the applicable standards in this UDO, other adopted City regulations, any approved Master Plan that includes the property, and any conditions specifically applied to development of the property by the Planning and Zoning Commission or City Council in a prior decision affecting the property.

The Application complies with the applicable standards of the Code because as shown in the site plan, the design of the Application meets all of the requirements in Section 146-5.4.5.B.2.C. Furthermore, the Application is compatible and consistent with the adjacent rights-of-way, commercial and industrial uses surrounding the site. Lastly, there is no approved master plan that includes the Property, and there are no outstanding standards applied to the Property by a prior decision, ensuring that the Application complies with all applicable standards required by the criterion.

(b) The City's existing infrastructure and public improvements, including but not limited to its water, wastewater, street, trail, and sidewalk systems, have adequate capacity to serve the proposed development, and any burdens on those systems have been mitigated to the degree practicable.

The Applicant has worked with City staff during the review process of this Application and through appropriate drainage and traffic studies, confirmed that the City's existing infrastructure and public improvements are adequate to serve the proposed development. Nonetheless, the development proposed by the Application will add an accessible path along both Parker Road and Havana Street, including accessible ramps that connect pedestrians to surrounding commercial stores and the existing bus stop in which the Applicant will improve if the Application is approved. The Applicant will also install an on-site stormwater drainage treatment system to treat runoff, improve water quality, and mitigate water pollution. Therefore, this criterion is satisfied.

(c) Major Site Plans shall be designed to preserve and protect natural areas, ridgelines, swales, natural landforms, water quality and wildlife habitat of riparian corridors, wetlands, and floodplains affected by the proposed development and to integrate those areas into site design where practicable.

The Property is not located in a natural area, ridgeline, swale, nor wetland, but rather, it is located in a historically urban and commercial environment. To ensure the Property fits into this environment, the Application includes high-quality four-sided architecture to seamlessly integrate the convenience store building into the character of the commercial area. The Application also includes a state-of-the-art fuel storage and tank system to ensure that water quality is protected and gas leakage, though highly unlikely, can be identified and stopped very quickly. Therefore, this criterion is met.

(d) The application will improve or expand multi-modal connections with adjacent sites, neighborhoods, and urban centers.

As shown on the site plan, the Application establishes adequate vehicular and pedestrian circulation and connectivity. Furthermore, the Application will improve and expand the multi-modal connection with adjacent properties because as stated herein, new sidewalks will be added along Parker Road and Havana Street, and the bus station located on Parker Road will be improved. Lastly, the adjacent properties will not be affected by the construction of the Application because there are already agreements in place to keep the shopping area surrounding the Property open with full access to those businesses. Therefore, the application satisfies this criterion because it improves and expands pedestrian and public transportation means to adjacent sites, neighborhoods, and urban centers.

(e) The application is compatible with surrounding uses in terms of size, scale and building façade materials.

The Application proposes a convenience store and canopy that integrates four-sided architecture to ensure that the physical and aesthetic appearance, as well as the customer experience, is of a high quality. The size and scale of the Application is appropriate for the Property, and complies with all dimensional requirements of the Code. Therefore, the Application is compatible with the surrounding uses in terms of size, scale, and building façade materials.

(f) The application mitigates any adverse impacts on the surrounding area to the degree practicable.

As stated in the Staff Report, the Application mitigates the potential adverse impacts to the surrounding area. The development proposed by the Application will be partially screened with landscaping and amenities to soften the view of the adjacent ROW through the installation of tree lawns and decorative landscaping. The convenience store will have food and store deliveries as needed on a Monday through Friday daytime delivery schedule as not cause excess noise and light in the nighttime. Fuel delivery will occur as needed based on sales, but these deliveries are anticipated to occur during daytime non-peak hours whenever possible to limit potential vehicle congestion around the Property. Even with these deliveries and other customer trips to the convenience store, a large amount of noise will not be generated. Parking is not proposed to abut Parker Road, which will mitigate negative glare and visual impact along the primary corridor. Consistent with the City standards, the existing downstream stormwater quality treatment system exists off site to treat runoff. All of the underground fuel storage tanks are equipped with state-of-the-art real-time leak detection systems. Therefore, the Application implements multiple

techniques and amenities to not only mitigate adverse impacts to the surrounding area, but improve the area.

IV. Conclusion

For the foregoing reasons, the Applicant respectfully requests that the City Council approve the Conditional Use Site Plan because the Application meets all of the criteria in Code Sections 146-5.4.3.A.3. and 146-5.4.3.B.2.C.

We look forward to the opportunity to present to you at a public hearing. We respectfully request that all materials and items of record submitted to the Commission in advance of the Hearing, and at the Hearing, be included in the public record for the City Council hearing such that the City Council has the ability to apply the applicable review criteria and reverse the Commission's denial pursuant to Code Section 146-5.3.13. Furthermore, the Applicant hereby reserves the right to submit more materials and evidence supporting the Application's compliance with the applicable approval criteria into the record at or before the City Council hearing.

Thank you for your attention to this matter.

Sincerely,



David Wm. Foster



Erik N. Carlson

FOSTER GRAHAM MILSTEIN & CALISHER, LLP

cc via e-mail:

Director of Planning, Jeannine Rustad (jrustad@auroragov.org)
Planning Department Attorney, Lena Mclelland (lmcclell@auroragov.org)
James Schireman (JSchirem@auroragov.org)
Shelby Madrid (shelby.madrid@kimley-horn.com)
Ryan Harding (rharding@quiktrip.com)
Jessica Glavas (jglavas@quiktrip.com)

City Council

DA-1483-03: Quiktrip 4263 Appeal

Planning and Business Development Department

May 5th 2025

Appeal Of Planning Commission Denial

Agenda Item: Appeal by agent of applicant regarding Planning Commission's denial of a Site Plan & Conditional Use for a motor vehicle fueling station and 5,312 square foot convenience store located on 4.834 acres
Location: S Havana Street to the West, S Parker Road to the Northeast
Zoning, Subarea, & Placetype: MU-C, Mixed Use Corridor; Subarea A; Urban District Placetype
Applicant: Kimley Horn and Associates, on behalf of the QuikTrip Corporation
Appellant: Foster Graham Milstein & Calisher, LLP, on behalf of the QuikTrip Corporation

Vicinity Map



Site Photos

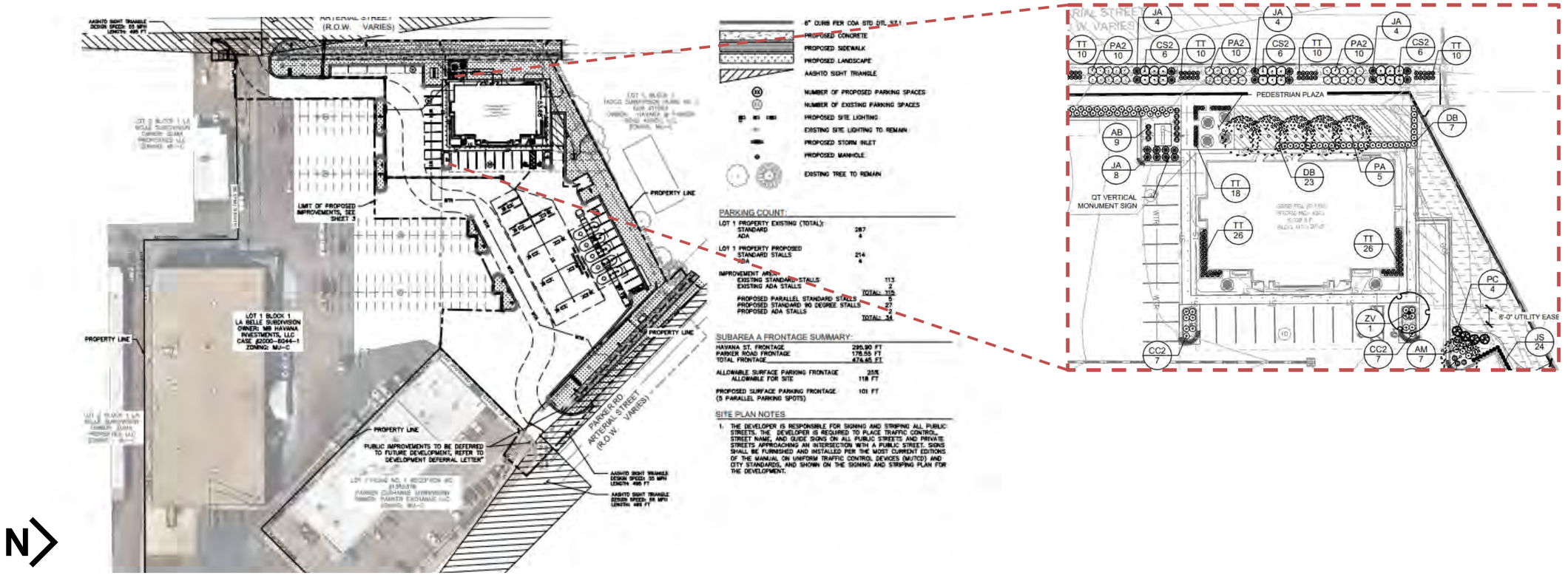


On Parker Road, Facing West

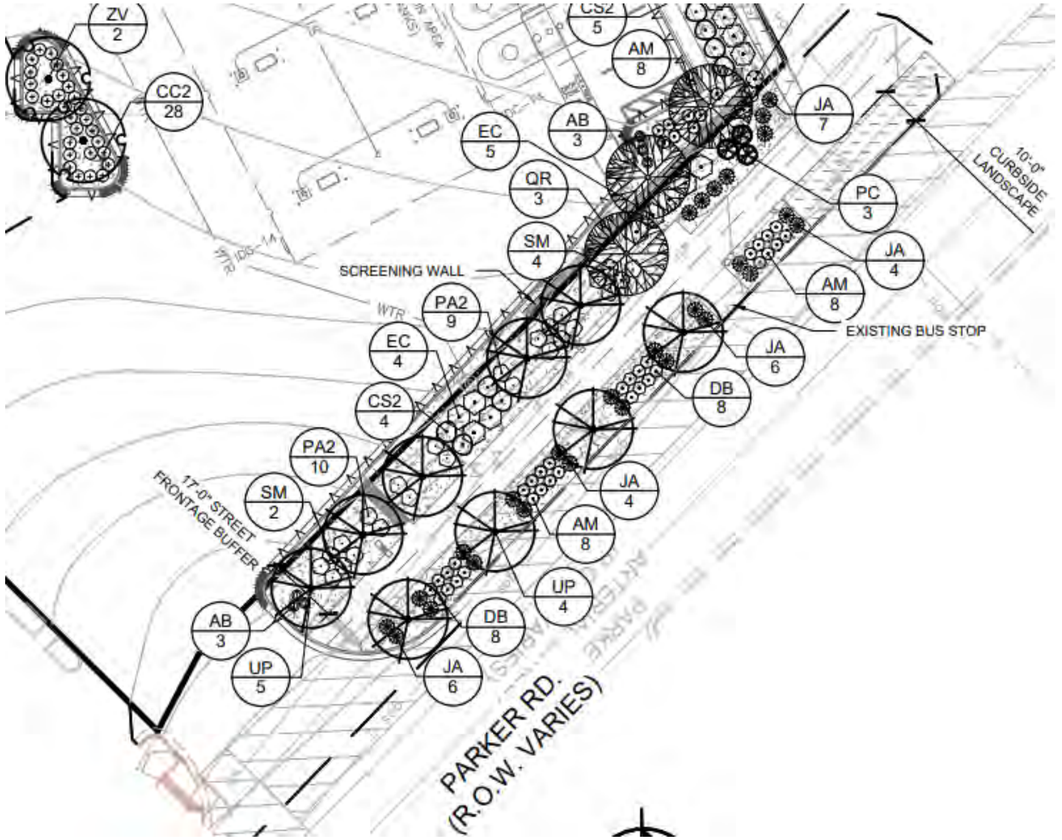


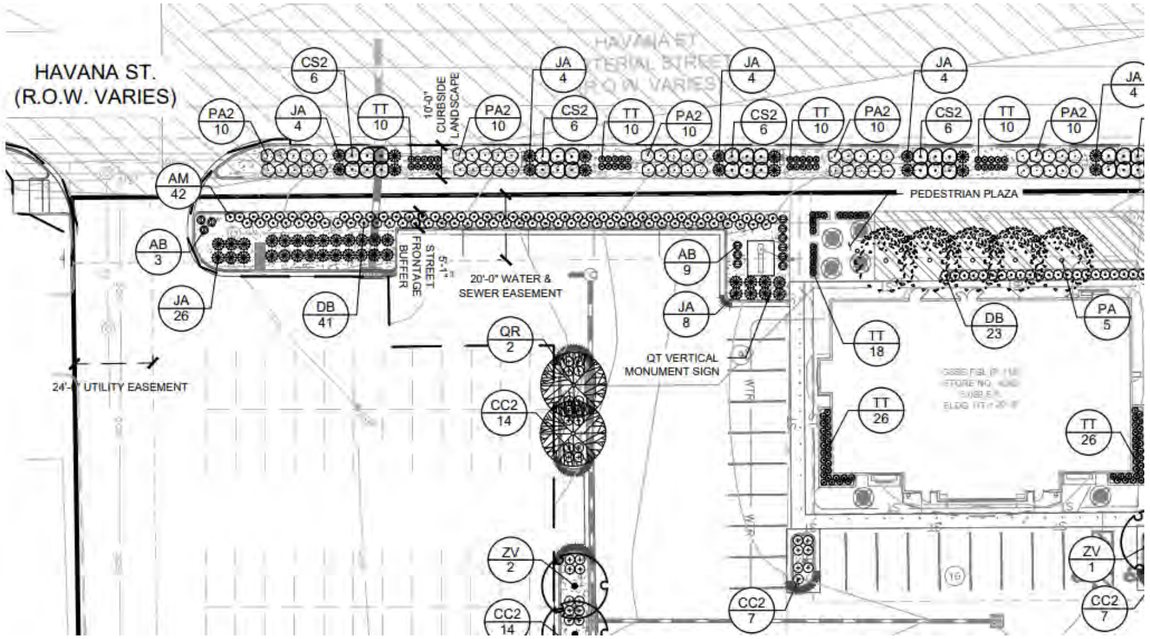
On Havana Street, Facing East

Proposed Site Plan

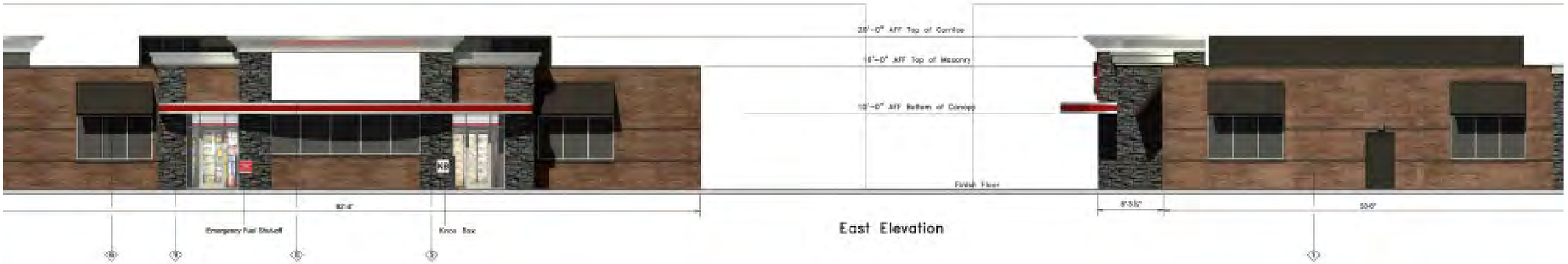


Proposed Landscape Plan

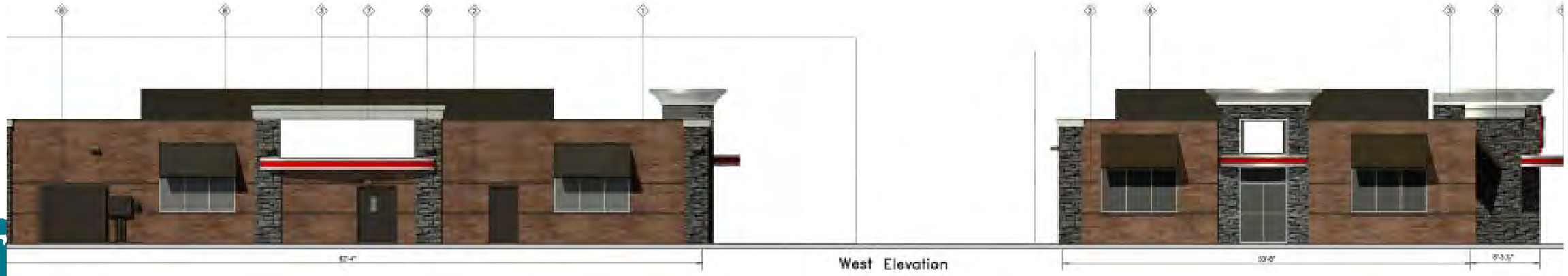




Proposed Elevation



East Elevation



West Elevation

PC Summary

- Planning Commission hearing occurred on February 12th, 2025.
- Staff presented the application for both the conditional use and site plan with a recommendation of approval with one condition.
- Applicant presented the proposal after the city staff presentation.
- Afterwards several members of the public raised concern regarding the number of gas stations already in the area.
- The Planning Commission affirmed this concern and denied the conditional use aspect of the application.
- By denying the conditional use, the Planning Commission deemed the site plan denied by extension.

Conditional Use Approval Criteria

§146-5.4.3.A.3

3. Criteria for Approval. A conditional use shall be approved only if the Planning and Zoning Commission determines that:

a. The application complies with the applicable standards in this UDO, other adopted City regulations (including but not limited to any use-specific standards for the proposed conditional use in Section 146-3.3), any approved Master Plan that includes the property, and any conditions specifically applied to development of the property by the Planning and Zoning Commission or City Council in a prior decision affecting the property;

b. The application is consistent with the Comprehensive Plan;

c. The size, scale, height, density, multi-modal traffic impacts, and hours of operation of the proposed use are compatible with existing and planned uses in the surrounding area;

d. The proposed use will not change the predominant character of the surrounding area;

e. The City's existing infrastructure and public improvements, including but not limited to its street, trail, and sidewalk systems, have adequate capacity to serve the proposed development, and any burdens on those systems have been mitigated to the degree practicable; and

f. The application demonstrates that the proposed use will not create significant dislocations of tenants or occupants of the property, or that any impacts are outweighed by other public benefits or progress toward other Comprehensive Plan goals that would be achieved by approval of the application.

g. The application mitigates any adverse impacts on the surrounding area to the degree practicable.

Site Plan Approval Criteria

§146-5.4.3.B.2.c

i. General. The Major Site Plan shall be approved only if:

(a) The application complies with the applicable standards in this UDO, other adopted City regulations, any approved Master Plan that includes the property, and any conditions specifically applied to development of the property by the Planning and Zoning Commission or City Council in a prior decision affecting the property.

(b) The City's existing infrastructure and public improvements, including but not limited to its water, wastewater, street, trail, and sidewalk systems, have adequate capacity to serve the proposed development, and any burdens on those systems have been mitigated to the degree practicable.

(c) Major Site Plans shall be designed to preserve and protect natural areas, ridgelines, swales, natural landforms, water quality and wildlife habitat of riparian corridors, wetlands, and floodplains affected by the proposed development and to integrate those areas into site design where practicable.

(d) The application will improve or expand multi-modal connections with adjacent sites, neighborhoods, and urban centers.

(e) The application is compatible with surrounding uses in terms of size, scale and building façade materials.

(f) The application mitigates any adverse impacts on the surrounding area to the degree practicable.

City Council Action

§146-5.3.13.A.2

The City Council shall review the appeal based on the standards and criteria in this UDO and the record of decision and shall act to **uphold, modify, or overturn** the Planning Commission's decision as necessary to bring the decision into compliance with the standards and criteria of this UDO.

CITY OF AURORA
Council Agenda Commentary

Item Title: Eliminating the Independent Review Board
Item Initiator: Jason Batchelor, City Manager
Staff Source/Legal Source: Jason Batchelor, City Manager / Andrea Wood, Assistant City Attorney
Outside Speaker: N/A
Strategic Outcome: Well-Managed: High performing organization, committed to great customer service, innovation, continuous improvement, fiscal stewardship, and maintaining critical infrastructure.

COUNCIL MEETING DATES:

Study Session: N/A

Regular Meeting: 7/28/2025

2nd Regular Meeting (if applicable): 8/11/2025

Item requires a Public Hearing: ☐ Yes ☒ No

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

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

2025-72 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, ELIMINATING THE INDEPENDENT REVIEW BOARD
Jason Batchelor, City Manager / Andrea Wood, Assistant City Attorney

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

☐ Approve Item and Move Forward to Study Session

☐ Approve Item and Move Forward to Regular Meeting

☐ Information Only

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

☐ Approve Item as Proposed at Policy Committee

☐ Approve Item as Proposed at Study Session

☒ Approve Item as Proposed at Regular Meeting

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: N/A

Policy Committee Date: N/A

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

☐ Recommends Approval ☐ Does Not Recommend Approval

☐ Forwarded Without Recommendation ☐ Minutes Not Available

☐ Minutes Attached

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

N/A

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

This Ordinance eliminates the Independent Review Board.

FISCAL IMPACT

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

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

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

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

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

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

QUESTIONS FOR COUNCIL

Does Council wish to support the Ordinance?

LEGAL COMMENTS

The council shall have all legislative powers of the city and all other powers of a home rule city not specifically limited by the Constitution of the State of Colorado and not specifically limited or conferred upon others by this Charter. It shall have the power to enact and provide for the enforcement of all ordinances necessary to protect life, health and property; to declare, prevent and summarily abate and remove nuisances; to preserve and enforce good government, general welfare, order and security of the city and the inhabitants thereof; to enact by ordinance provisions for fines and/or imprisonment, or other punishment, for each and every violation of ordinances or regulations duly passed by council; to provide for the granting of probation and the conditional suspension of sentences by the municipal court; and to delegate to boards and commissions, within limitations of the Constitution and this Charter, such functions, powers and authority of the city as it deems proper and advisable. (Article 3-9 Aurora City Charter) (Wood)

ORDINANCE NO. 2025- _____

A BILL

FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, ELIMINATING THE INDEPENDENT REVIEW BOARD.

WHEREAS, the Aurora City Council (Council) recognizes the importance of efficient and effective governance through the use of boards and commissions; and

WHEREAS, the Council has determined that the current number of boards and commissions can be reduced or consolidated to enhance coordination, reduce redundancy, and improve the allocation of resources; and

WHEREAS, the Council has reviewed the structure and function of the Independent Review Board and has determined that its duties are duplicative of responsibilities now carried out by other City entities; and

WHEREAS, the City Council finds that the continued operation of the Independent Review Board is unnecessary and that its dissolution will promote efficiency and reduce redundancy.

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

Section 1. The Independent Review Board is hereby dissolved, and all functions, responsibilities, and activities assigned to the Board are hereby terminated.

Section 2. Any ongoing matters previously under the jurisdiction of the Independent Review Board shall be referred to the appropriate City department or oversight body, as determined by the City Manager.

Section 3. That section 2-765 of the City Code of the City of Aurora, Colorado is hereby amended to read as follows:

Title	Location
Art in public places commission	Ch 34, art. IV, div. 2
Aurora Fox Arts Center board	Ch. 34, art. III, div. 2
Aurora immigrant and refugee commission	Ch. 2, art. VIII, div. 4
Aurora youth commission	Ch. 2, art. VIII, div. 5
Board of adjustment and appeals	Ch. 106, art. III; Charter section 9-2
Building code and contractor's appeals and standards board	Ch. 22, art. II
Business advisory board	Ch. 26, art. II

Career service commission	Ch. 102, art. II; Charter section 9-3
Citizens' advisory budget committee	Ch. 2, art. V, div. 2
Citizens' advisory committee for housing and community development	Ch. 2, art. VIII, div. 2
Citizens' water advisory commission	Ch. 138, art. III
Civic engagement commission	Ch. 2, art. VIII, div. 6
Civil service commission	Ch. 102, art. III
Commission for older adults	Ch. 2, art. VIII, div. 2
Cultural affairs commission	Ch. 34, art. II
Election commission	Ch. 54, art. I; Charter section 2-2
General employees retirement board	Ch. 102, art. V
Golf course advisory committee	Ch. 98 art. IV, div. 2
Historic preservation commission	Ch. 78, art. II
Housing authority	Ch. 42, art. II
Human relations commission	Ch. 82, art. II
~~Independent review board~~	~~Charter art. IX~~
Judicial performance commission	Ch. 50, art. II, div. 2, subdiv. II
Library board	Ch. 2, art. IV, div. 6, subdiv. I; Charter section 9-4
Oil and gas advisory committee	Ch. 106, art. IV
Open space board	Ch. 2, art. IV, div. 9, subdiv. II
Parks and recreation board	Ch. 98, art. II
Planning and zoning commission	Ch. 106, art. II, Charter section 9-5
Public defender commission	Ch. 50, art. II, div. 4
Veterans' affairs commission	Ch. 2, art. VIII, div. 3

Section 4. 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 5. 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 6. 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: Andrea Wood MK
ANDREA WOOD, Assistant City Attorney

CITY OF AURORA
Council Agenda Commentary

Item Title: Eliminating the Human Relations Commission
Item Initiator: Jason Batchelor, City Manager
Staff Source/Legal Source: Jason Batchelor, City Manager / Andrea Wood, Assistant City Attorney
Outside Speaker: N/A
Strategic Outcome: Well-Managed: High performing organization, committed to great customer service, innovation, continuous improvement, fiscal stewardship, and maintaining critical infrastructure.

COUNCIL MEETING DATES:

Study Session: N/A

Regular Meeting: 7/28/2025

2nd Regular Meeting (if applicable): 8/11/2025

Item requires a Public Hearing: ☐ Yes ☒ No

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

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

2025-73 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, ELIMINATING THE HUMAN RELATIONS COMMISSION
Jason Batchelor, City Manager / Andrea Wood, Assistant City Attorney

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

☐ Approve Item and Move Forward to Study Session

☐ Approve Item and Move Forward to Regular Meeting

☐ Information Only

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

☐ Approve Item as Proposed at Policy Committee

☐ Approve Item as Proposed at Study Session

☒ Approve Item as Proposed at Regular Meeting

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: N/A

Policy Committee Date: N/A

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

☐ Recommends Approval ☐ Does Not Recommend Approval

☐ Forwarded Without Recommendation ☐ Minutes Not Available

☐ Minutes Attached

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

N/A

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

This Ordinance eliminates the Human Relations Commission.

FISCAL IMPACT

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

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

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

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

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

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

QUESTIONS FOR COUNCIL

Does Council wish to support the Ordinance?

LEGAL COMMENTS

The council shall have all legislative powers of the city and all other powers of a home rule city not specifically limited by the Constitution of the State of Colorado and not specifically limited or conferred upon others by this Charter. It shall have the power to enact and provide for the enforcement of all ordinances necessary to protect life, health and property; to declare, prevent and summarily abate and remove nuisances; to preserve and enforce good government, general welfare, order and security of the city and the inhabitants thereof; to enact by ordinance provisions for fines and/or imprisonment, or other punishment, for each and every violation of ordinances or regulations duly passed by council; to provide for the granting of probation and the conditional suspension of sentences by the municipal court; and to delegate to boards and commissions, within limitations of the Constitution and this Charter, such functions, powers and authority of the city as it deems proper and advisable. (Article 3-9 Aurora City Charter) (Wood)

ORDINANCE NO. 2025- _____

A BILL

FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, ELIMINATING THE HUMAN RELATIONS COMMISSION.

WHEREAS, the Aurora City Council (Council) recognizes the importance of efficient and effective governance through the use of boards and commissions; and

WHEREAS, the Council has determined that the current number of boards and commissions can be reduced or consolidated to enhance coordination, reduce redundancy, and improve the allocation of resources; and

WHEREAS, the Council has reviewed the structure and function of the Human Relations Commission and determined that it operates outside of the City's core direct service provisions; and

WHEREAS, the Council finds that the functions performed by the Human Relations Commission can be appropriately addressed through existing City departments.

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

Section 1. The Human Rights Commission is hereby dissolved, and all functions, responsibilities, and activities assigned to the Commission are hereby terminated.

Section 2. Any ongoing matters previously under the jurisdiction of the Human Rights Commission shall be referred to the appropriate City department or oversight body, as determined by the City Manager.

Section 3. That section 2-765 of the City Code of the City of Aurora, Colorado is hereby amended to read as follows:

Title	Location
Art in public places commission	Ch 34, art. IV, div. 2
Aurora Fox Arts Center board	Ch. 34, art. III, div. 2
Aurora immigrant and refugee commission	Ch. 2, art. VIII, div. 4
Aurora youth commission	Ch. 2, art. VIII, div. 5
Board of adjustment and appeals	Ch. 106, art. III; Charter section 9-2
Building code and contractor's appeals and standards board	Ch. 22, art. II
Business advisory board	Ch. 26, art. II

Career service commission	Ch. 102, art. II; Charter section 9-3
Citizens' advisory budget committee	Ch. 2, art. V, div. 2
Citizens' advisory committee for housing and community development	Ch. 2, art. VIII, div. 2
Citizens' water advisory commission	Ch. 138, art. III
Civic engagement commission	Ch. 2, art. VIII, div. 6
Civil service commission	Ch. 102, art. III
Commission for older adults	Ch. 2, art. VIII, div. 2
Cultural affairs commission	Ch. 34, art. II
Election commission	Ch. 54, art. I; Charter section 2-2
General employees retirement board	Ch. 102, art. V
Golf course advisory committee	Ch. 98 art. IV, div. 2
Historic preservation commission	Ch. 78, art. II
Housing authority	Ch. 42, art. II
~~Human relations commission~~	~~Ch. 82, art. II~~
Independent review board	Charter art. IX
Judicial performance commission	Ch. 50, art. II, div. 2, subdiv. II
Library board	Ch. 2, art. IV, div. 6, subdiv. I; Charter section 9-4
Oil and gas advisory committee	Ch. 106, art. IV
Open space board	Ch. 2, art. IV, div. 9, subdiv. II
Parks and recreation board	Ch. 98, art. II
Planning and zoning commission	Ch. 106, art. II, Charter section 9-5
Public defender commission	Ch. 50, art. II, div. 4
Veterans' affairs commission	Ch. 2, art. VIII, div. 3

Section 4. The City hereby repeals Chapter 82, Article II of the City Code pertaining to the Human Relations Commission.

~~Article II. Human Relations Commission~~

~~Sec. 82-26 Declaration of policy.~~
~~Sec. 82-27 Created; membership.~~
~~Sec. 82-28 Functions and duties.~~
~~Sec. 82-29 Authority.~~
~~*Sec. 82-30 through 82-55 Reserved.*~~

~~Sec. 82-26. Declaration of policy.~~
~~It is the policy of the City, in the exercise of its power for the protection of the public health, safety, and welfare and for the maintenance of peace and good government, to ensure equal opportunities and rights for all persons in employment, public accommodations, and housing.~~

~~Sec. 82-27. Created; membership.~~

~~There is created and established a human relations commission, consisting of 12 voting members, including a youth member, one nonvoting member, one alternate member who shall not be entitled to vote, and one youth alternate who shall not be entitled to vote. The 12 voting members and the alternate members shall be of voting age, registered electors, and shall be appointed and serve pursuant to Charter section 9-1 and Code section 2-772. The nonvoting member shall be appointed by the city manager. The members shall be broadly representative of all citizens, and shall reflect, as far as possible, the religious, racial, ethnic, and age groups of the community. The commission shall elect from its membership officers as necessary to its goals and functions.~~

~~Sec. 82-28. Functions and duties.~~

~~The functions and duties of the human relations commission shall include but not be limited to:~~

~~(1) Providing the city council with information concerning changing social conditions.~~

~~(2) Reviewing for accountability those external human service agencies that receive funds from the City.~~

~~(3) Working toward solving social problems and improving social conditions.~~

~~(4) Hearing complaints of alleged discrimination.~~

~~(5) Developing and implementing educational programs.~~

~~(6) Submitting reports of the various activities undertaken by the commission.~~

~~(7) Adopting, amending, publishing and rescinding bylaws regarding the operation of this commission consistent with the authority and duties outlined in this section.~~

~~Sec. 82-29. Authority.~~

~~The human relations commission, acting within the scope of its functions, shall have the authority to:~~

~~(1) Conduct public hearings and inquire into incidents and complaints in the areas of human relations and human services.~~

~~(2) Study, analyze and recommend to the city council proposals for administrative or legislative action in the area of human relations, human services and affirmative action.~~

~~(3) Review proposed actions of federal, state, county, or local governments which affect human services in the City.~~

~~(4) Enlist the cooperation of community groups to participate in programs that demonstrate the need to eliminate discrimination.~~

~~(5) Cooperate with federal, state, county and municipal agencies and departments to eliminate prejudice, intolerance, and discrimination.~~

~~(6) Hold hearings and accept voluntary evidence as may be tendered or obtained by deposition relating to matters under investigation by or of concern to the commission, and call upon the city attorney for counsel and guidance in all such matters.~~

~~(7) Cooperate with city boards and commissions in matters concerning human relations and human services.~~

~~(8) Report to the city council yearly or upon request programs, practices and matters of priority in human relations and human services.~~

~~(9) Review and recommend changes that encourage the use of minority, women, and small business enterprises in accordance with city, state, and federal guidelines.~~
~~(10) Review and evaluate human service agencies that serve the city and make recommendations for funding of those agencies to the city council.~~
~~(11) Maintain registries of human services, which shall be available to all citizens of the City.~~
~~(12) Accept and expend contributions from various charitable, religious, community, labor, civil or benevolent groups or organizations to assist the commission in its duties and functions. All funds so contributed shall be audited by the City.~~
~~(13) Present annual human relations awards to any group, company, organization, or individual doing business or residing in the city who has demonstrated commitment to the principles and goals of the human relations commission as set forth in this article.~~
~~(14) Expend and donate monies to individuals, groups, companies or organizations in accordance with a resolution promulgated by the city council in conjunction with the annual budget process and from time to time as the need may arise.~~

~~Sec. 82-30 through 82-55. Reserved.~~

Section 5. The provisions of this Ordinance are hereby declared to be severable. If any section, paragraph, clause, or provision of this Ordinance shall, for any reason, be held to be invalid or unenforceable by a court of competent jurisdiction, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Ordinance.

Section 6. Pursuant to Section 5-5 of the Charter of the City of Aurora, Colorado, the second publication of this Ordinance shall be by reference, utilizing the ordinance title. Copies of this Ordinance are available at the Office of the City Clerk.

Section 7. 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: Andrea Wood MK
ANDREA WOOD, Assistant City Attorney

CITY OF AURORA
Council Agenda Commentary

Item Title: Eliminating the Veterans Affairs Commission
Item Initiator: Jason Batchelor, City Manager
Staff Source/Legal Source: Jason Batchelor, City Manager / Andrea Wood, Assistant City Attorney
Outside Speaker: N/A
Strategic Outcome: Well-Managed: High performing organization, committed to great customer service, innovation, continuous improvement, fiscal stewardship, and maintaining critical infrastructure.

COUNCIL MEETING DATES:

Study Session: N/A

Regular Meeting: 7/28/2025

2nd Regular Meeting (if applicable): 8/11/2025

Item requires a Public Hearing: ☐ Yes ☒ No

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

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

2025-74 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, ELIMINATING THE VETERANS' AFFAIRS COMMISSION
Jason Batchelor, City Manager / Andrea Wood, Assistant City Attorney

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

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

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: N/A

Policy Committee Date: N/A

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

☐ Recommends Approval ☐ Does Not Recommend Approval

☐ Forwarded Without Recommendation ☐ Minutes Not Available

☐ Minutes Attached

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

N/A

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

This Ordinance eliminates the Veterans Affairs Commission.

FISCAL IMPACT

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

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

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

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

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

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

QUESTIONS FOR COUNCIL

Does Council wish to support the Ordinance?

LEGAL COMMENTS

The council shall have all legislative powers of the city and all other powers of a home rule city not specifically limited by the Constitution of the State of Colorado and not specifically limited or conferred upon others by this Charter. It shall have the power to enact and provide for the enforcement of all ordinances necessary to protect life, health and property; to declare, prevent and summarily abate and remove nuisances; to preserve and enforce good government, general welfare, order and security of the city and the inhabitants thereof; to enact by ordinance provisions for fines and/or imprisonment, or other punishment, for each and every violation of ordinances or regulations duly passed by council; to provide for the granting of probation and the conditional suspension of sentences by the municipal court; and to delegate to boards and commissions, within limitations of the Constitution and this Charter, such functions, powers and authority of the city as it deems proper and advisable. (Article 3-9 Aurora City Charter) (Wood)

ORDINANCE NO. 2025- _____

A BILL

FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, ELIMINATING THE VETERANS' AFFAIRS COMMISSION.

WHEREAS, the Aurora City Council (Council) recognizes the importance of efficient and effective governance through the use of boards and commissions; and

WHEREAS, the Council has determined that the current number of boards and commissions can be reduced or consolidated to enhance coordination, reduce redundancy, and improve the allocation of resources; and

WHEREAS, the Veterans' Affairs Commission was originally created to advise the City on issues facing veterans and to assist in coordinating veteran-related services; and

WHEREAS, the City Council has reviewed the scope and effectiveness of the Veterans' Affairs Commission and determined that the services and resources intended to be supported by the commission are already provided comprehensively and at a high level by the counties serving the City; and

WHEREAS, the City Council finds that continued operation of the Veterans' Affairs Commission is redundant and no longer necessary.

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

Section 1. The Veterans' Affairs Commission is hereby dissolved, and all functions, responsibilities, and activities assigned to the Commission are hereby terminated.

Section 2. Any requests for services previously under the jurisdiction of the Veterans' Affairs Commission shall be referred to the appropriate county.

Section 3. That section 2-765 of the City Code of the City of Aurora, Colorado is hereby amended to read as follows:

Title	Location
Art in public places commission	Ch 34, art. IV, div. 2
Aurora Fox Arts Center board	Ch. 34, art. III, div. 2
Aurora immigrant and refugee commission	Ch. 2, art. VIII, div. 4
Aurora youth commission	Ch. 2, art. VIII, div. 5
Board of adjustment and appeals	Ch. 106, art. III; Charter section 9-2

Building code and contractor's appeals and standards board	Ch. 22, art. II
Business advisory board	Ch. 26, art. II
Career service commission	Ch. 102, art. II; Charter section 9-3
Citizens' advisory budget committee	Ch. 2, art. V, div. 2
Citizens' advisory committee for housing and community development	Ch. 2, art. VIII, div. 2
Citizens' water advisory commission	Ch. 138, art. III
Civic engagement commission	Ch. 2, art. VIII, div. 6
Civil service commission	Ch. 102, art. III
Commission for older adults	Ch. 2, art. VIII, div. 2
Cultural affairs commission	Ch. 34, art. II
Election commission	Ch. 54, art. I; Charter section 2-2
General employees retirement board	Ch. 102, art. V
Golf course advisory committee	Ch. 98 art. IV, div. 2
Historic preservation commission	Ch. 78, art. II
Housing authority	Ch. 42, art. II
Human relations commission	Ch. 82, art. II
Independent review board	Charter art. IX
Judicial performance commission	Ch. 50, art. II, div. 2, subdiv. II
Library board	Ch. 2, art. IV, div. 6, subdiv. I; Charter section 9-4
Oil and gas advisory committee	Ch. 106, art. IV
Open space board	Ch. 2, art. IV, div. 9, subdiv. II
Parks and recreation board	Ch. 98, art. II
Planning and zoning commission	Ch. 106, art. II, Charter section 9-5
Public defender commission	Ch. 50, art. II, div. 4
~~Veterans' affairs commission~~	~~Ch. 2, art. VIII, div. 3~~

Section 4. The City hereby repeals Chapter 2, Article VIII, Division 3 of the City Code pertaining to the Veterans' Affairs Commission.

~~Division 3.~~
~~Veterans' Affairs Commission~~

~~Sec. 2-851 Created; composition.~~
~~*Sec. 2-852, 2-853 Reserved.*~~
~~Sec. 2-854 Subcommittees.~~
~~Sec. 2-855 Object and purpose.~~
~~*Sec. 2-856 through 2-875 Reserved.*~~

~~Sec. 2-851. Created; composition.~~

~~There is created and established a veterans' affairs commission, consisting of 11 voting members and one nonvoting member. The 11 voting members and the alternate member shall be registered electors and shall be either on active duty in a uniformed service of the United States or serving as a traditional Guardsman/Reservist or Individual Mobilization Augmentee or they shall be honorably discharged from a uniformed service of the United States. Members shall be appointed, removed and compensated as provided by Charter Article 9-1 and applicable code sections. For purposes of this section "Uniformed Service of the United States" shall mean either the United States Army, the United States Marine Corps, the United States Navy, the United States Air Force, Space Force, the United States Coast Guard, the United States Public Health Service Commissioned Corps, or the National Oceanic and Atmospheric Administration Commissioned Officer Corps.~~

~~Sec. 2-852, 2-853. Reserved.~~

~~Sec. 2-854. Subcommittees.~~
~~Subcommittees may be appointed by the veterans' affairs commission to accomplish the objects and purposes of the veterans' affairs commission, and members appointed to such subcommittees need not be residents of the City or registered electors.~~

~~Sec. 2-855. Object and purpose.~~
~~The object and purpose of the veterans' affairs commission shall be to exercise those powers and duties as follows:~~
~~(1) Shall advise the council as to the concerns of veterans relating to transportation, housing, employment and other areas affecting veterans in the City.~~
~~(2) Shall make recommendations to the council of solutions to these issues and concerns.~~
~~(3) May serve as a source of information regarding sources and services available to veterans.~~
~~(4) Shall exercise such other powers and duties as may be assigned to it by the city council.~~

~~Sec. 2-856 through 2-875. Reserved.~~

Section 5. The provisions of this Ordinance are hereby declared to be severable. If any section, paragraph, clause, or provision of this Ordinance shall, for any reason, be held to be invalid or unenforceable by a court of competent jurisdiction, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Ordinance.

Section 6. Pursuant to Section 5-5 of the Charter of the City of Aurora, Colorado, the second publication of this Ordinance shall be by reference, utilizing the ordinance title. Copies of this Ordinance are available at the Office of the City Clerk.

Section 7. 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: Andrea Wood MK
ANDREA WOOD, Assistant City Attorney

CITY OF AURORA
Council Agenda Commentary

Item Title: Eliminating the Youth Commission
Item Initiator: Jason Batchelor, City Manager
Staff Source/Legal Source: Jason Batchelor, City Manager / Andrea Wood, Assistant City Attorney
Outside Speaker: N/A
Strategic Outcome: Well-Managed: High performing organization, committed to great customer service, innovation, continuous improvement, fiscal stewardship, and maintaining critical infrastructure.

COUNCIL MEETING DATES:

Study Session: N/A

Regular Meeting: 7/28/2025

2nd Regular Meeting (if applicable): 8/11/2025

Item requires a Public Hearing: ☐ Yes ☒ No

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

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

2025-75 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, ELIMINATING THE YOUTH COMMISSION AND ESTABLISHING YOUTH PARTICIPATION ON OTHER BOARDS AND COMMISSIONS
Jason Batchelor, City Manager / Andrea Wood, Assistant City Attorney

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

☐ Approve Item and Move Forward to Study Session

☐ Approve Item and Move Forward to Regular Meeting

☐ Information Only

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

☐ Approve Item as Proposed at Policy Committee

☐ Approve Item as Proposed at Study Session

☒ Approve Item as Proposed at Regular Meeting

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: N/A

Policy Committee Date: N/A

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

☐ Recommends Approval ☐ Does Not Recommend Approval

☐ Forwarded Without Recommendation ☐ Minutes Not Available

☐ Minutes Attached

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

N/A

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

This Ordinance eliminates the Youth Commission.

FISCAL IMPACT

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

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

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

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

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

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

QUESTIONS FOR COUNCIL

Does Council wish to support the Ordinance?

LEGAL COMMENTS

The council shall have all legislative powers of the city and all other powers of a home rule city not specifically limited by the Constitution of the State of Colorado and not specifically limited or conferred upon others by this Charter. It shall have the power to enact and provide for the enforcement of all ordinances necessary to protect life, health and property; to declare, prevent and summarily abate and remove nuisances; to preserve and enforce good government, general welfare, order and security of the city and the inhabitants thereof; to enact by ordinance provisions for fines and/or imprisonment, or other punishment, for each and every violation of ordinances or regulations duly passed by council; to provide for the granting of probation and the conditional suspension of sentences by the municipal court; and to delegate to boards and commissions, within limitations of the Constitution and this Charter, such functions, powers and authority of the city as it deems proper and advisable. (Article 3-9 Aurora City Charter) (Wood)

ORDINANCE NO. 2025- _____

A BILL

FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, ELIMINATING THE YOUTH COMMISSION AND ESTABLISHING YOUTH PARTICIPATION ON OTHER BOARDS AND COMMISSIONS.

WHEREAS, the Aurora City Council (Council) recognizes the importance of efficient and effective governance through the use of boards and commissions; and

WHEREAS, the Council is committed to ensuring meaningful youth engagement in civic affairs; and

WHEREAS, the Youth Commission was established to provide a forum for youth perspectives and recommendations; and

WHEREAS, the Council has reviewed the function and impact of the Youth Commission and determined that youth input may be more effectively integrated through participation in existing boards and commissions aligned with youth interests and City priorities; and

WHEREAS, the Council desires to dissolve the Youth Commission and instead create youth-specific roles on multiple established boards and commissions to foster deeper, more focused engagement.

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

Section 1. That the Aurora Youth Commission is hereby dissolved, and all functions, responsibilities, and activities of the Commission are hereby terminated. Instead, youth positions will be added to:

- The Aurora Public Library Board
- The Arts and Culture Commission
- The Parks, Recreation and Open Space Advisory Board
- The Aurora Immigrant and Refugee Commission

Section 2. That Chapter 2, Article VIII, Division 5, of the City Code of the City of Aurora, Colorado, is hereby repealed.

~~Division 5.~~

~~Aurora Youth Commission~~

~~Sec. 2-900 Created and purpose.~~
~~Sec. 2-901 Powers and authority.~~
~~Sec. 2-902 Appointments, compositions, terms and qualifications.~~
~~Sec. 2-903 General provisions.~~

Sec. 2-904 Reserved.
Sec. 2-905 Reports.
Sec. 2-906 Relationship to other organizations.

Sec. 2-900. Created and purpose.

The city council recognizes that Aurora youth are important residents of the community. Pursuant to the authority vested in this Code, an Aurora Youth Commission is hereby created for the purpose of advising council, the city manager, and the director of the department of library and recreation services regarding the interests of the youth in Aurora.

Sec. 2-901. Powers and authority.

The Aurora Youth Commission shall:

(1) Advise the department of library and recreation, the city manager, and the city council on matters pertaining to youth and youth interests in Aurora;
(2) Submit annually to the city manager and to city council, a progress report on its activities, in addition to any other youth matters of concern to city council;
(3) Make recommendations and advise the department director, the city manager, and the city council on specific issues, problems, and options involving youth activities in the community;
(4) Recommend new programs, initiatives, and resources for youth;
(5) Review those city matters referred to it by the city council or department and, as appropriate, make recommendations on those matters;
(6) Enlist the cooperation of all segments of the community in being more responsive to the youth community;
(7) Encourage, recognize, and promote the value of young people in our community;
(8) Serve as a resource regarding youth and youth issues for city council, city manager, and/or the department director;
(9) Be a resource for recruiting youth involvement in projects and events related to youth;
(10) Promulgate rules for the establishment of offices and committees and prepare bylaws for their operation, subject to city council approval;
(11) Exercise such powers and duties as may be assigned from time to time by the city council.

Sec. 2-902. Appointments, compositions, terms and qualifications.

(a) *Appointments and composition.* The city council shall appoint the members of the commission. The commission shall consist of 22 voting members; of the voting members, 16 members shall be ages 14 through 20; and six members shall be adults of an age of 21 and over. The composition of the commission shall represent school districts, private schools, and home school participation to the extent possible through the nomination process.

~~(b) *Terms*. The term of office of the members first appointed to the commission shall be ten members for two years and nine members for one year. Thereafter, all subsequent appointments shall be for two years.~~

~~(c) *Qualifications*. Commission members shall be residents of the City, except that any student currently enrolled in a secondary school within the City is qualified to be a member regardless of their city of residence.~~

~~Sec. 2-903. General provisions.~~

~~The commission shall adopt bylaws and elect such officers necessary to govern and conduct business to carry out its purpose. The chairperson may appoint special committees as the commission determines necessary to carry out its purpose. Such committee members may be selected and be nonvoting members and serve only for the committee. All committees shall have at least one commissioner.~~

~~Sec. 2-904. Reserved.~~

~~Sec. 2-905. Reports.~~

~~(a) The commission shall issue an annual formal report to council. Other reports to the city council, city manager, or department director shall be made as requested of them from time to time. The commission shall, at its discretion, be authorized to prepare and issue a report as requested by an individual council member. Upon a majority vote of the commission, the commission shall be authorized to prepare and issue an unsolicited report to the city council, the city manager, or department.~~

~~(b) All reports or recommendations made by the commission shall be advisory only to the city council, the city manager, or the department director and shall be presented by the chairperson or designee of the commission and shall consist of a majority report.~~

~~Sec. 2-906. Relationship to other organizations.~~

~~In carrying out its purpose, the commission shall be cognizant of its role in working with other organizations whose focus is on youth, or who are willing to assist the city with youth in mind. The commission can initiate, sponsor, or conduct, in cooperation with other public or private organizations, programs to further the development and public awareness of and interest in youth.~~

Section 3. The provisions of this Ordinance are hereby declared to be severable. If any section, paragraph, clause, or provision of this Ordinance shall, for any reason, be held to be invalid or unenforceable by a court of competent jurisdiction, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Ordinance.

Section 4. Pursuant to Section 5-5 of the Charter of the City of Aurora, Colorado, the second publication of this Ordinance shall be by reference, utilizing the ordinance title. Copies of this Ordinance are available at the Office of the City Clerk.

Section 5. All orders, resolutions, or ordinances in conflict with this Ordinance or with any of the documents hereby approved, are hereby repealed only to the extent of such conflict. This repealer shall not be construed as reviving any resolution, ordinance, or part thereof, heretofore repealed.

INTRODUCED, READ AND ORDERED PUBLISHED this _____ day of _____, 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: Andrea Wood MK
ANDREA WOOD, Assistant City Attorney

CITY OF AURORA
Council Agenda Commentary

Item Title: Consolidating Parks, Open Space, and Golf Course Advisory into a Single Parks, Recreation, and Open Space Advisory Board
Item Initiator: Jason Batchelor, City Manager
Staff Source/Legal Source: Jason Batchelor, City Manager / Andrea Wood, Assistant City Attorney
Outside Speaker: N/A
Strategic Outcome: Well-Managed: High performing organization, committed to great customer service, innovation, continuous improvement, fiscal stewardship, and maintaining critical infrastructure.

COUNCIL MEETING DATES:

Study Session: N/A

Regular Meeting: 7/28/2025

2nd Regular Meeting (if applicable): 8/11/2025

Item requires a Public Hearing: ☐ Yes ☒ No

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

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

2025-76 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, CONSOLIDATING THE GOLF COURSE ADVISORY COMMITTEE, THE OPEN SPACE BOARD, AND THE PARKS AND RECREATION BOARD INTO A SINGLE PARKS, RECREATION AND OPEN SPACE ADVISORY BOARD
Jason Batchelor, City Manager / Andrea Wood, Assistant City Attorney

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

☐ Approve Item and Move Forward to Study Session

☐ Approve Item and Move Forward to Regular Meeting

☐ Information Only

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

☐ Approve Item as Proposed at Policy Committee

☐ Approve Item as Proposed at Study Session

☒ Approve Item as Proposed at Regular Meeting

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: N/A

Policy Committee Date: N/A

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

☐ Recommends Approval ☐ Does Not Recommend Approval

☐ Forwarded Without Recommendation ☐ Minutes Not Available

☐ Minutes Attached

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

N/A

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

This Ordinance consolidates the Golf Course Advisory Committee, the Open Space Board, and the Parks and Recreation Board to create a new Parks, Recreation, and Open Space Advisory Board.

FISCAL IMPACT

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

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

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

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

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

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

QUESTIONS FOR COUNCIL

Does Council wish to support the Ordinance?

LEGAL COMMENTS

The council shall have all legislative powers of the city and all other powers of a home rule city not specifically limited by the Constitution of the State of Colorado and not specifically limited or conferred upon others by this Charter. It shall have the power to enact and provide for the enforcement of all ordinances necessary to protect life, health and property; to declare, prevent and summarily abate and remove nuisances; to preserve and enforce good government, general welfare, order and security of the city and the inhabitants thereof; to enact by ordinance provisions for fines and/or imprisonment, or other punishment, for each and every violation of ordinances or regulations duly passed by council; to provide for the granting of probation and the conditional suspension of sentences by the municipal court; and to delegate to boards and commissions, within limitations of the Constitution and this Charter, such functions, powers and authority of the city as it deems proper and advisable. (Article 3-9 Aurora City Charter) (Wood)

Parks, Recreation, & Open Space (PROS)

Boards Consolidation

Presentation to Aurora City Council

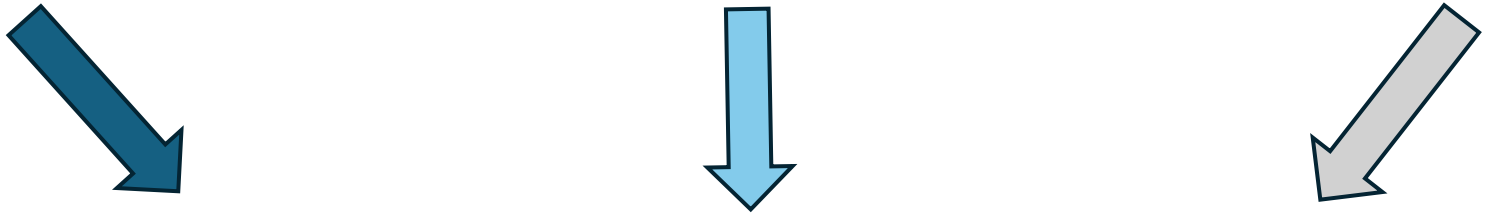
August 11, 2025

Parks, Recreation, and Open Space

Golf Advisory Committee

Open Space Advisory Board

Parks, Recreation Advisory Board



Parks, Recreation, and Open Space Advisory Board

PROS Department

Parks, Recreation, and Open Space Advisory Board

New PROSAB highlights:

- Up to 15 members, including up to 2 youth members
- Launches 1/1/2026
- Advise PROS Department on matters pertaining to all aspects of Parks, Recreation, Open Space, Forestry, and Golf.
- Conduct public hearings for Master Plan approvals and provide recommendations on final concepts to City Council.
- Serve as the city's "Tree Board" for Tree City USA certification.
- Promote the PROS Department at various events and programs.
- Provide annual report out to PFQL Council Committee of activities.

Timeline & Process

Proposed Interview and Appointment Schedule*

- August 26th - Open application online and advertise vacancies
- September 12th – Application submission deadline (3 weeks)
- End of September – Conduct interviews
- October – November – Council appointment of Board Members

Interview Panel (proposed)

- Brian Green, PROS Director
- Wynter Steiger, Manager of Recreation
- Adrian Camacho, Manager of Open Space and Forestry
- Dan Wickman, Manager of Golf
- Previous board chairpersons

**Dates subject to change*

ORDINANCE NO. 2025- _____

A BILL

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

WHEREAS, the City of Aurora has established multiple boards and commissions to provide valuable input and engagement on matters of public interest; and

WHEREAS, the City has conducted a comprehensive review of the structure, purpose, and functionality of its boards and commissions; and

WHEREAS, the Golf Course Advisory Committee, Open Space Board, and Parks and Recreation Board each address elements of the City's outdoor and recreational offerings and can be more effectively coordinated through a single Parks, Recreation and Open Space Advisory Board; and

WHEREAS, the City Council finds that this change will improve efficiency, reduce redundancy, and better align with current organizational needs and community engagement goals.

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

Section 1. That section 2-765 of the City Code of the City of Aurora, Colorado is hereby amended to read as follows:

The following table sets out the various authorities, boards, commissions, and committees for the City by their titles, and their location in the Code:

Title	Location
Art in public places commission	Ch 34, art. IV, div. 2
Aurora Fox Arts Center board	Ch. 34, art. III, div. 2
Aurora immigrant and refugee commission	Ch. 2, art. VIII, div. 4
Aurora youth commission	Ch. 2, art. VIII, div. 5
Board of adjustment and appeals	Ch. 106, art. III; Charter section 9-2
Building code and contractor's appeals and standards board	Ch. 22, art. II
Business advisory board	Ch. 26, art. II
Career service commission	Ch. 102, art. II; Charter section 9-3
Citizens' advisory budget committee	Ch. 2, art. V, div. 2

Citizens' advisory committee for housing and community development	Ch. 2, art. VIII, div. 2
Citizens' water advisory commission	Ch. 138, art. III
Civic engagement commission	Ch. 2, art. VIII, div. 6
Civil service commission	Ch. 102, art. III
Commission for older adults	Ch. 2, art. VIII, div. 2
Cultural affairs commission	Ch. 34, art. II
Election commission	Ch. 54, art. I; Charter section 2-2
General employees retirement board	Ch. 102, art. V
~~Golf course advisory committee~~	~~Ch. 98 art. IV, div. 2~~
Historic preservation commission	Ch. 78, art. II
Housing authority	Ch. 42, art. II
Human relations commission	Ch. 82, art. II
Judicial performance commission	Ch. 50, art. II, div. 2, subdiv. II
Library board	Ch. 2, art. IV, div. 6, subdiv. I; Charter section 9-4
Oil and gas advisory committee	Ch. 106, art. IV
~~Open space board~~	~~Ch. 2, art. IV, div. 9, subdiv. II~~
~~Parks and recreation board~~ **Parks, Recreation, & Open Space Advisory Board**	Ch. 98, art. ~~II~~ **I**
Planning and zoning commission	Ch. 106, art. II, Charter section 9-5
Public defender commission	Ch. 50, art. II, div. 4
Veterans' affairs commission	Ch. 2, art. VIII, div. 3

Section 2. That the City Code of the City of Aurora, Colorado, is hereby amended by adding sections to Chapter 98 Article 1, to be numbered 98-3 and 98-4 which sections shall read as follows:

Sec. 98-3. Creation and Purpose.

The Golf Course Advisory Committee, the Open Space Advisory Board, and the Parks and Recreation Board shall all be dissolved, and in their place is hereby created the Parks, Recreation, and Open Space Advisory Board, consisting of no more than 15 members, up to two (2) of which should be youth members. Youth members are those aged 14 through 20.

The purpose of the Parks, Recreation, and Open Space Advisory Board shall include, but not be limited to:

(1) Advise the City Council on such matters as shall pertain to the planning, regulation, maintenance, repair, and operation of City-owned and controlled golf courses and the play thereon.

(2) Serve as advocates for open space within the City; advise the City Council on matters pertaining to open space; recommend criteria for lands appropriate for open space consideration and recommend appropriate properties; build awareness in the community for the open space concept.

(3) Advise the Council upon such matters as shall pertain to the planning or regulation of City-owned and controlled parks, open space, golf courses, recreational areas, and facilities and recreational programs, both within and without the corporate bounds of the City.

Sec. 98-4. Organization.

Board members shall be appointed to the Parks, Recreation, and Open Space Advisory Board pursuant to Charter section 9-1 and Code sections 2-769 and 2-772. Board members must not have any financial interest in any operation of the department. Subcommittees may be appointed as necessary to accomplish their purposes and objectives.

Section 3. That Chapter 98, Article II, of the City Code of the City of Aurora, Colorado, is hereby repealed.

~~Article II. Parks and Recreation Board~~

~~Sec. 98-26. Created.~~

~~There is hereby created a parks and recreation board.~~

~~Sec. 98-27. Composition.~~

~~The parks and recreation board shall consist of nine members who shall be appointed pursuant to Charter section 9-1, and who shall be registered electors, holding no paid, elected, or appointed position with the City, or any boards of education. All terms of appointment shall be pursuant to section 2-772. Those individuals holding the offices of the city manager, the director of parks and open space department, and the director of library, recreation and television services shall be nonvoting members of the parks and recreation board. The superintendents of schools or their designated representatives who are employees of either school district of the city school system may be nonvoting members of the parks and recreation board.~~

~~Sec. 98-28. Powers.~~

~~The parks and recreation board shall have the obligation and function to advise the council upon such matters as shall pertain to the planning or regulation of city-owned and controlled parks, recreational areas, and facilities and recreational programs, both within and without the corporate bounds of the City, and the board shall have further authority to~~

~~recommend to the council the purchase of equipment for use in the various parks, playgrounds and recreational areas, either within or without the City.~~

Section 4. That Chapter 98, Article IV, Division 2 of the City Code of the City of Aurora, Colorado, is hereby repealed.

~~Article IV. Golf~~
~~Division 2.~~
~~Golf Course Advisory Committee~~

~~Sec. 98-116. Established.~~

~~There is established a golf course advisory committee for the City, referred to in this division as the committee.~~

~~Sec. 98-117. Organization.~~

~~The golf course advisory committee shall consist of 11 members. The director of the parks and open space department, and the golf course division manager thereof shall be nonvoting members of the committee.~~

~~Sec. 98-118. Qualifications.~~

~~All members of the golf course advisory committee shall be registered electors, as that term is defined by City Charter, and shall hold no other elected or appointed position with the City. Members of the committee shall serve without compensation and shall have no financial interest in the operation of the city golf courses. Persons appointed to the committee shall have an active interest in promoting the sport of golf on the city golf courses.~~

~~Sec. 98-119. Meetings.~~

~~The committee shall meet at least four times per year and additional meetings may be called at the discretion of the chairperson or upon a majority vote. To constitute a quorum for the transaction of business, six members of the committee must be present. To approve any action taken by the committee, an affirmative vote of six members thereof shall be required. The committee may adopt further rules of procedure not inconsistent with this division.~~

~~Sec. 98-120. Duties.~~

~~The golf course advisory committee shall have the responsibility and function of advising the city council on such matters as shall pertain to the planning, regulation, maintenance, repair and operation of city-owned and controlled golf courses and the play thereon.~~

Section 5. That Chapter 2, Article IV, Division 9 of the City Code of the City of Aurora, Colorado, is hereby repealed.

~~Article IV. Departments~~

~~Division 9.~~

~~Parks and Open Space Department~~

~~Subdivision I. In General~~

~~Subdivision II. Open Space Board~~

~~Sec. 2-391. Created; duties.~~

~~There is created an open space board. The responsibilities of the board members are to:~~

~~(1) Serve as advocates for open space within the City.~~

~~(2) Prepare a master plan for open space as a tool for the council to make land use decisions.~~

~~(3) Recommend criteria for lands appropriate for open space consideration and recommend appropriate properties.~~

~~(4) Build awareness in the community for the open space concept, including organizing a volunteer force who would participate in cleanups and other activities related to open space.~~

~~(5) Advise the council in development of a management plan to maintain open space.~~

~~(6) Seek and obtain private grants and public donations.~~

~~Sec. 2-392. Composition.~~

~~The open space board shall consist of nine members appointed by city council who shall be registered electors. When the council is considering the appointment of members to the board, the council shall endeavor to appoint one member from each of the council wards. The purpose of this is to provide the board with a full perspective of the entire city's open space needs through an even geographical distribution of the members.~~

~~Sec. 2-395. Reports.~~

~~The open space board shall make such reports to the city council as may be requested of them from time to time when such requests are made by a majority of the city council. All~~

~~reports or recommendations made by the board shall be advisory only to the city council and shall be presented by the chairperson of the board and shall consist of a majority report. A minority report may also be submitted by any member.~~

Section 6. The new board will begin January 1, 2026, and current members will stay in place until December 31, 2025, in order to allow a transition period, and to develop a structure and workplan to ensure that all areas previously covered by the individual boards and commissions are included and addressed.

Section 7. 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 8. 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 9. 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: Andrea Wood
ANDREA WOOD, Assistant City Attorney

CITY OF AURORA
Council Agenda Commentary

Item Title: Consolidating the City's Arts and Cultural Boards into a Single Cultural Services Commission
Item Initiator: Jason Batchelor, City Manager
Staff Source/Legal Source: Jason Batchelor, City Manager / Andrea Wood, Assistant City Attorney
Outside Speaker: N/A
Strategic Outcome: Well-Managed: High performing organization, committed to great customer service, innovation, continuous improvement, fiscal stewardship, and maintaining critical infrastructure.

COUNCIL MEETING DATES:

Study Session: N/A

Regular Meeting: 7/28/2025

2nd Regular Meeting (if applicable): 8/11/2025

Item requires a Public Hearing: ☐ Yes ☒ No

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

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

2025-77 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, CONSOLIDATING THE ART IN PUBLIC PLACES COMMISSION, THE AURORA FOX ARTS CENTER BOARD, AND THE CULTURAL AFFAIRS COMMISSION INTO A SINGLE ARTS AND CULTURE COMMISSION
Jason Batchelor, City Manager / Andrea Wood, Assistant City Attorney

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

☐ Approve Item and Move Forward to Study Session

☐ Approve Item and Move Forward to Regular Meeting

☐ Information Only

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

☐ Approve Item as Proposed at Policy Committee

☐ Approve Item as Proposed at Study Session

☒ Approve Item as Proposed at Regular Meeting

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: N/A

Policy Committee Date: N/A

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

☐ Recommends Approval ☐ Does Not Recommend Approval

☐ Forwarded Without Recommendation ☐ Minutes Not Available

☐ Minutes Attached

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

N/A

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

This Ordinance consolidates the Art in Public Places Commission, the Aurora Fox Arts Center Board, and the Cultural Affairs Commission to create a new Arts and Culture Commission.

FISCAL IMPACT

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

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

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

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

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

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

QUESTIONS FOR COUNCIL

Does Council wish to support the Ordinance?

LEGAL COMMENTS

The council shall have all legislative powers of the city and all other powers of a home rule city not specifically limited by the Constitution of the State of Colorado and not specifically limited or conferred upon others by this Charter. It shall have the power to enact and provide for the enforcement of all ordinances necessary to protect life, health and property; to declare, prevent and summarily abate and remove nuisances; to preserve and enforce good government, general welfare, order and security of the city and the inhabitants thereof; to enact by ordinance provisions for fines and/or imprisonment, or other punishment, for each and every violation of ordinances or regulations duly passed by council; to provide for the granting of probation and the conditional suspension of sentences by the municipal court; and to delegate to boards and commissions, within limitations of the Constitution and this Charter, such functions, powers and authority of the city as it deems proper and advisable. (Article 3-9 Aurora City Charter) (Wood)

Boards & Commissions Consolidation

Presentation to Aurora City Council

August 11, 2025

LIBRARY AND CULTURAL SERVICES

Three ordinances

LIBRARY AND CULTURAL SERVICES

01

Arts & Culture Commission: Eliminates three boards and commissions to create the Arts & Culture Commission

02

APL Board of Trustees: Expands number of seats, up to 15 with one youth commissioner

03

Art in Public Places: Updates language to reflect duties conducted by staff, not commissioners

Arts & Culture Commission: Transition Plan

Current State

Three separate boards and commissions

- Cultural Affairs Commission
- AIPP Commission
- Aurora Fox Advisory Board

Council directive to consolidate

All sunset 12/31/2025

Future State

Arts & Culture Commission

- Up to 15 members, including one youth and one working artist
- Launches 1/1/2026
- Advise on the city's Art in Public Places policies, procedures, and program, including serving on arts selection panels
- Provides assistance, advice, and recommendations regarding the following programs, facilities, and plans:
  - Art in Public Places
  - Aurora Cultural Arts District
  - Aurora Fox Art Center
  - Aurora History Museum and Historic Sites
  - Cultural Arts: Bicentennial Arts Center, Aurora Dance Arts, Arts Education programs
  - The People's Building

LIBRARY AND CULTURAL SERVICES

Timeline & Process

Arts and Culture Commission
Proposed Interview and Appointment Schedule*

- August 26th - Open application online and advertise vacancies
- September 12th – Application submission deadline (3 weeks)
- End of September – Conduct interviews
- October – November – Council appointment of Commission Members

Interview Panel

- Ginger White Brunetti, LCS Director
- Abraham Morales, LCS
- Roberta Bloom, AIPP
- Tone Ellis de Jesus, chairperson, Cultural Affairs Commission

**Dates subject to change*

LIBRARY AND CULTURAL SERVICES

ORDINANCE NO. 2025- _____

A BILL

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

WHEREAS, the City of Aurora has established multiple boards and commissions to provide valuable input and engagement on matters of public interest; and

WHEREAS, the City has conducted a comprehensive review of the structure, purpose, and functionality of its boards and commissions; and

WHEREAS, the Art in Public Places Commission, the Aurora Fox Arts Center Board, and the Cultural Affairs Commission all provide overlapping input related to arts, culture, and community engagement, and can be more efficiently and effectively served by a consolidated Arts and Culture Commission; and

WHEREAS, the City Council finds that this change will improve efficiency, reduce redundancy, and better align with current organizational needs and community engagement goals.

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

Section 1. That section 2-765 of the City Code of the City of Aurora, Colorado is hereby amended to read as follows:

The following table sets out the various authorities, boards, commissions, and committees for the City by their titles, and their location in the Code:

Title	Location
~~Art in public places commission~~	~~Ch 34, art. IV, div. 2~~
~~Aurora Fox Arts Center board~~	~~Ch. 34, art. III, div. 2~~
Aurora immigrant and refugee commission	Ch. 2, art. VIII, div. 4
Aurora youth commission	Ch. 2, art. VIII, div. 5
Board of adjustment and appeals	Ch. 106, art. III; Charter section 9-2
Building code and contractor's appeals and standards board	Ch. 22, art. II
Business advisory board	Ch. 26, art. II
Career service commission	Ch. 102, art. II; Charter section 9-3

Citizens' advisory budget committee	Ch. 2, art. V, div. 2
Citizens' advisory committee for housing and community development	Ch. 2, art. VIII, div. 2
Citizens' water advisory commission	Ch. 138, art. III
Civic engagement commission	Ch. 2, art. VIII, div. 6
Civil service commission	Ch. 102, art. III
Commission for older adults	Ch. 2, art. VIII, div. 2
~~Cultural affairs commission~~ **Arts and Culture Commission**	Ch. 34, art. ~~II~~ **I**
Election commission	Ch. 54, art. I; Charter section 2-2
General employees retirement board	Ch. 102, art. V
Golf course advisory committee	Ch. 98 art. IV, div. 2
Historic preservation commission	Ch. 78, art. II
Housing authority	Ch. 42, art. II
Human relations commission	Ch. 82, art. II
Judicial performance commission	Ch. 50, art. II, div. 2, subdiv. II
Library board	Ch. 2, art. IV, div. 6, subdiv. I; Charter section 9-4
Oil and gas advisory committee	Ch. 106, art. IV
Open space board	Ch. 2, art. IV, div. 9, subdiv. II
Parks and recreation board	Ch. 98, art. II
Planning and zoning commission	Ch. 106, art. II, Charter section 9-5
Public defender commission	Ch. 50, art. II, div. 4
Veterans' affairs commission	Ch. 2, art. VIII, div. 3

Section 2. That Chapter 34, Article I of the City Code of the City of Aurora, Colorado, is hereby amended to add sections 34-1 through 34-4 and shall read as follows:

Article I. ~~In General~~ **Arts and Culture Commission**

Sec. 34-1 Creation and objectives.
Sec. 34-2 Organization.
Sec. 34-3 Review.
Sec. 34-4 Implementation of City's public art policy
Sec. 34-5 through 34-60 Reserved

Sec. 34-1. Creation and objectives

The Art in Public Places Commission, the Aurora Fox Arts Center Board, and the Cultural Affairs Commission shall all be dissolved, and in their place is hereby created the Arts and Culture Commission, with no more than 15 members, one (1) of which should be

a non-voting youth member. Youth members are those aged 14 through 20. A majority of the total current members of the commission shall constitute a quorum.

The Arts and Culture Commission has the following objectives:

1) **To assist, advise, and make recommendations to the Director of Library & Cultural Services and the City Council on arts and culture matters, and promote awareness, understanding, advocacy, and appreciation for the value of arts and culture in the community;**
2) **To advise on the city's Art in Public Places policies, procedures, and program, including serving on arts selection panels;**
3) **Ensure best practices for facilities, public art, and cultural programming. This may include providing assistance, advice, and recommendations regarding the following programs, facilities, and plans:**

    - **Art in Public Places**
    - **Aurora Dance Arts**
    - **Aurora Cultural Arts District**
    - **Aurora Fox Art Center**
    - **Aurora History Museum and Historic Sites**
    - **Bicentennial Art Center**
    - **Cultural Arts Education**
    - **The People's Building**

4) **To support the development and implementation of various plans and initiatives, including cultural plans, department or division strategic plans, or citywide planning efforts;**
5) **To encourage a diverse cross-section of City residents to participate in the City's arts and culture programs and initiatives;**
6) **To review proposals for funding and recognition, as requested by the Director of Library & Cultural Services;**
7) **Support resource development for the cultural services division of the Library & Cultural Services department; and**
8) **To serve as advocates, ambassadors, and promoters of arts and culture to elected officials, city staff, stakeholders, and community members.**

Sec. 34-2. Organization.

Commissioners on the Arts and Culture Commission shall be appointed pursuant to Charter section 9-1 and Code section 2-772. Commissioners must either reside or work in the City of Aurora or unincorporated Aurora and shall be appointed so as to represent different interests in the community, and at least one member shall be from the visual arts field. Subcommittees may be appointed as necessary to accomplish the objectives.

Sec. 34-3. Review.

The Arts and Culture Commission shall have the authority to select artwork for display, remove artwork previously displayed, promulgate criteria for selection of artwork and artists, arrange for funding and take any other action necessary to carry out its purposes for projects under $50,000.00 and shall serve as advisory for projects over $50,000.00 pursuant to section 34-131.

Sec. 34-4. Implementation of the City's public art policy.

The Arts and Culture Commission shall continually review public art policies from other municipalities and governmental entities in the United States, shall consider the particular needs and interests of the city and its citizens, shall obtain input from interested organizations and individuals, and shall maintain a detailed public arts policy approved in accordance with the prevailing city policy. Such policy shall address funding mechanisms, art selection criteria, artist selection criteria, site selection criteria, display guidelines, maintenance and repair policies, and all other relevant issues. In addition, the commission shall include guidelines for the ongoing operation of the commission as primary resource for the development and arbiter for the selection of public art in the City.

Section 3. That Chapter 34 Article II of the City Code of the City of Aurora, Colorado, is hereby repealed.

~~Article II. Cultural Affairs Commission.~~

~~Sec. 34-26. Purpose.~~

~~There is created a cultural affairs commission. The purpose of this commission is to provide for ongoing systematic planning for the development of cultural arts activities within the city and to implement the arts plan established by Resolution 93-25.~~

~~Sec. 34-27. Definitions.~~

~~The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:~~

~~*Arts community* means persons who create art or who have served on arts organization boards, either advising or governing, or who are involved in arts education or arts administration and includes representatives of businesses or other organizations with an interest in promoting the arts.~~

~~*Arts plan* means the Aurora Community Arts Plan established by Resolution 93-25.~~

~~*Commission* means the city cultural affairs commission.~~

~~Sec. 34-28. Composition.~~

~~The cultural affairs commission shall be composed of 11 members, who shall be appointed pursuant to Charter section 9-1. Commission members shall be drawn from active participants in various aspects of the arts community and shall include at least one member from the Aurora Arts and Humanities Council, one member from the art in public places commission, one member from the Aurora Fox Arts Center Board, and one member from the Business for the Arts Council of the Chamber of Commerce.~~

~~Sec. 34-29., 34-30. Reserved.~~

~~Sec. 34-31. Powers and duties.~~

~~(1) Set priorities for the implementation of the arts plan, including an annual review of the plan.~~

~~(2) Plan and coordinate the implementation of the arts plan in cooperation with the community.~~

~~(3) Promote access and support for a variety of cultural arts programs to all populations and sections of the City.~~

~~(4) Initiate, sponsor, or conduct, in cooperation with other public or private organizations, programs to further the development and public awareness of and interest in the cultural arts, including but not limited to the goals and objectives of the original arts plan.~~

~~(5) Expend and administer, subject to Charter and other ordinance provisions, appropriated and budgeted funds for the commission.~~

~~(6) Apply for and accept gifts, grants, funds, contributions, and bequests in furtherance of the purposes of this article from individuals, and public and private entities, agencies, foundations, trusts, corporations, and other organizations or institutions.~~

~~(7) Submit to the city council, no less than semiannually, a summary of activities and a progress report in addition to any other matters of concern to the city council.~~

~~(8) Such other powers and duties as are appropriate in carrying out the purposes of this article and as set forth in reports or recommendations adopted by the city council.~~

~~Sec. 34-32. Appointment of officers and adoption of rules.~~

~~(a) The cultural affairs commission shall organize, adopt administrative rules and procedures, and elect from its members such officers as it shall deem necessary to accomplish its purposes. Officers of the commission shall be elected for one-year terms. No officer shall serve in the same capacity for more than two consecutive terms.~~

~~(b) The chairperson may appoint such standing or special committees as the commission shall determine necessary or useful in carrying out its purposes and powers. The purpose, term, and members of each committee shall be determined by the chairperson. All committees shall include at least one commissioner.~~

Section 4. That Chapter 34 Article III of the City Code of the City of Aurora, Colorado, is hereby repealed.

Article III. Aurora Fox Arts Center.

Division 1. Generally

Sec. 34-62 through 34-90. Reserved.

Division 2. Aurora Fox Arts Center Board.

Sec. 34-91. Established.

There is established an Aurora Fox Arts Center Board for the City, referred to in this division as the board. The board shall have the responsibility and function of advising the city council and the director of library, recreation and cultural services on such matters as shall pertain to the planning, regulation, maintenance, repair and operation of the Aurora Fox Arts Center.

Sec. 34-92. Qualifications; membership.

The board shall consist of 15 members. Ten members of the board shall be residents of the City. The other five members may include nonresident owners of property or businesses in the City or nonresidents employed in the City. This section shall be an exception to the requirement in section 2-769 of this Code. Persons appointed to the board shall have an active interest in promoting the arts, activities and programs of the Aurora Fox Arts Center.

Sec. 34-93. Terms; appointment.

The term of appointment for the voting members of the Aurora Fox Arts Center Board shall be as provided in Charter section 9-1 and Code section 2-772.

Sec. 34-94. Reserved.

Sec. 34-95. Organization; meeting.

(a) The board shall be organized pursuant to Charter section 9-1 and Code section 2-768. The board shall meet at least four times per year and additional meetings may be called at the discretion of the chair or upon a majority vote.

(b) To constitute a quorum for the transaction of business, one more than half of the current board membership must be present. To approve any action taken by the board, an affirmative vote of the majority of the voting members constituting the quorum shall be required.

Sec. 34-96. Supplies and support.

The director of library, recreation and cultural services shall provide records, information, supplies, clerical and technical support, financial and budget support and administrative staff support as requested by the Aurora Fox Arts Center Board, provided that such requests shall be

~~reasonable both as to their extent and content so as not to place an undue burden upon the library, recreation and cultural services department or the City.~~

~~Sec. 34-97. Reports.~~

~~The Aurora Fox Arts Center Board shall make at least one annual report to the city council on or before January 15 of each calendar year. The board shall also make such other reports to the council as may be requested of them from time to time upon the request of a majority of the council. All reports or recommendations made by the board shall be advisory only to the city council~~

Section 5. The new commission will begin January 1, 2026, and current members will stay in place until December 31, 2025, in order to allow a transition period, and to develop a structure and workplan to ensure that all areas previously covered by the individual boards and commissions are included and addressed.

Section 6. 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 7. 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 8. 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: Andrea Wood

ANDREA WOOD, Assistant City Attorney

CITY OF AURORA
Council Agenda Commentary

Item Title: Amending Membership Provisions for the Aurora Immigrant and Refugee Commission
Item Initiator: Jason Batchelor, City Manager
Staff Source/Legal Source: Jason Batchelor, City Manager / Andrea Wood, Assstant City Attorney
Outside Speaker: N/A
Strategic Outcome: Well-Managed: High performing organization, committed to great customer service, innovation, continuous improvement, fiscal stewardship, and maintaining critical infrastructure.

COUNCIL MEETING DATES:

Study Session: N/A

Regular Meeting: 7/28/2025

2nd Regular Meeting (if applicable): 8/11/2025

Item requires a Public Hearing: ☐ Yes ☒ No

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

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

2025-78 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, AMENDING SECTION 2-878 OF THE AURORA CITY CODE CONCERNING MEMBERS OF THE AURORA IMMIGRANT AND REFUGEE COMMISSION
Jason Batchelor, City Manager / Andrea Wood, Assistant City Attorney

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

☐ Approve Item and Move Forward to Study Session

☐ Approve Item and Move Forward to Regular Meeting

☐ Information Only

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

☐ Approve Item as Proposed at Policy Committee

☐ Approve Item as Proposed at Study Session

☒ Approve Item as Proposed at Regular Meeting

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: N/A

Policy Committee Date: N/A

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

☐ Recommends Approval ☐ Does Not Recommend Approval

☐ Forwarded Without Recommendation ☐ Minutes Not Available

☐ Minutes Attached

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

N/A

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

This Oridnance updates the membership provisions for the Aurora Immigrant and Refugee Commission to include youth members.

FISCAL IMPACT

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

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

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

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

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

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

QUESTIONS FOR COUNCIL

Does Council wish to support the Ordinance?

LEGAL COMMENTS

The council shall have all legislative powers of the city and all other powers of a home rule city not specifically limited by the Constitution of the State of Colorado and not specifically limited or conferred upon others by this Charter. It shall have the power to enact and provide for the enforcement of all ordinances necessary to protect life, health and property; to declare, prevent and summarily abate and remove nuisances; to preserve and enforce good government, general welfare, order and security of the city and the inhabitants thereof; to enact by ordinance provisions for fines and/or imprisonment, or other punishment, for each and every violation of ordinances or regulations duly passed by council; to provide for the granting of probation and the conditional suspension of sentences by the municipal court; and to delegate to boards and commissions, within limitations of the Constitution and this Charter, such functions, powers and authority of the city as it deems proper and advisable. (Article 3-9 Aurora City Charter) (Wood)

ORDINANCE NO. 2025- _____

A BILL

FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, AMENDING SECTION 2-878 OF THE AURORA CITY CODE CONCERNING MEMBERS OF THE AURORA IMMIGRANT AND REFUGEE COMMISSION.

WHEREAS, the City Council recognizes the importance of the Aurora Immigrant and Refugee Commission in advising the City on policies, programs, and services that affect immigrant and refugee communities; and

WHEREAS, the City Council recognizes the value of diverse representation on its boards and commissions to better reflect and respond to the community's needs; and

WHEREAS, including youth members on the Aurora Immigrant and Refugee Commission will help ensure that the unique needs and viewpoints of immigrant and refugee youth are represented and considered in the Commission's work; and

WHEREAS, the City Council desires to amend the composition of the Aurora Immigrant and Refugee Commission accordingly and to establish guidelines for youth appointments consistent with the City's commitment to youth engagement and public service.

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, Section 2-878 is hereby amended to read as follows:

Sec. 2-878. Membership.

The membership of the commission shall make a good faith effort to fully represent the diversity of the immigrant and refugee community. The Aurora Immigrant and Refugee Commission shall consist of 11 members who are residents of the City of Aurora**, including up to two (2) youth members**. **Youth members are those aged 14 through 20.**

Section 3. The provisions of this Ordinance are hereby declared to be severable. If any section, paragraph, clause, or provision of this Ordinance shall, for any reason, be held to be invalid or unenforceable by a court of competent jurisdiction, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Ordinance.

Section 4. Pursuant to Section 5-5 of the Charter of the City of Aurora, Colorado, the second publication of this Ordinance shall be by reference, utilizing the ordinance title. Copies of this Ordinance are available at the Office of the City Clerk.

Section 5. All orders, resolutions, or ordinances in conflict with this Ordinance or with any of the documents hereby approved, are hereby repealed only to the extent of such conflict. This repealer shall not be construed as reviving any resolution, ordinance, or part thereof, heretofore repealed.

INTRODUCED, READ AND ORDERED PUBLISHED this _____ day of _____, 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: Andrea Wood AK
ANDREA WOOD, Assistant City Attorney

CITY OF AURORA
Council Agenda Commentary

Item Title: Amending Membership Provisions for the Library Board
Item Initiator: Jason Batchelor, City Manager
Staff Source/Legal Source: Jason Batchelor, City Manager / Andrea Wood, Assistant City Attorney
Outside Speaker: N/A
Strategic Outcome: Well-Managed: High performing organization, committed to great customer service, innovation, continuous improvement, fiscal stewardship, and maintaining critical infrastructure.

COUNCIL MEETING DATES:

Study Session: N/A

Regular Meeting: 7/28/2025

2nd Regular Meeting (if applicable): 8/11/2025

Item requires a Public Hearing: ☐ Yes ☒ No

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

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

2025-79 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, AMENDING SECTION 2-297 OF THE AURORA CITY CODE CONCERNING MEMBERS OF THE LIBRARY BOARD
Jason Batchelor, City Manager / Andrea Wood, Assistant City Attorney

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

☐ Approve Item and Move Forward to Study Session

☐ Approve Item and Move Forward to Regular Meeting

☐ Information Only

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

☐ Approve Item as Proposed at Policy Committee

☐ Approve Item as Proposed at Study Session

☒ Approve Item as Proposed at Regular Meeting

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: N/A

Policy Committee Date: N/A

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

☐ Recommends Approval ☐ Does Not Recommend Approval

☐ Forwarded Without Recommendation ☐ Minutes Not Available

☐ Minutes Attached

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

N/A

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

This Ordinance amends the membership provisions for the Library Board with regard to number of members and including a youth member.

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 with to support the Ordinance?

LEGAL COMMENTS

The council shall have all legislative powers of the city and all other powers of a home rule city not specifically limited by the Constitution of the State of Colorado and not specifically limited or conferred upon others by this Charter. It shall have the power to enact and provide for the enforcement of all ordinances necessary to protect life, health and property; to declare, prevent and summarily abate and remove nuisances; to preserve and enforce good government, general welfare, order and security of the city and the inhabitants thereof; to enact by ordinance provisions for fines and/or imprisonment, or other punishment, for each and every violation of ordinances or regulations duly passed by council; to provide for the granting of probation and the conditional suspension of sentences by the municipal court; and to delegate to boards and commissions, within limitations of the Constitution and this Charter, such functions, powers and authority of the city as it deems proper and advisable. (Article 3-9 Aurora City Charter) (Wood)

ORDINANCE NO. 2025- _____

A BILL

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

WHEREAS, public libraries serve as vital centers for learning, literacy, and community engagement for residents of all ages; and

WHEREAS, the City Council recognizes the value of diverse representation on its boards and commissions to better reflect and respond to the community's needs; and

WHEREAS, the City Council finds it beneficial to expand the membership of the Library Board to include additional adult members and designated youth members, thereby increasing community involvement and intergenerational perspectives; and

WHEREAS, the City Council desires to amend the composition of the Library Board accordingly and to establish guidelines for youth appointments consistent with the City's commitment to youth engagement and public service.

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, Section 2-297 is hereby amended to read as follows:

Sec. 2-297. Library Board.

The library board shall consist of ~~seven~~ **up to fifteen** members, **including up to one (1) non-voting youth member**. **Youth members are those aged 14 through 20.** No library board member shall serve more than two consecutive terms. 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. **A majority of the total current members of the commission shall constitute a quorum.**

Section 3. The provisions of this Ordinance are hereby declared to be severable. If any section, paragraph, clause, or provision of this Ordinance shall, for any reason, be held to be invalid or unenforceable by a court of competent jurisdiction, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Ordinance.

Section 4. Pursuant to Section 5-5 of the Charter of the City of Aurora, Colorado, the second publication of this Ordinance shall be by reference, utilizing the ordinance title. Copies of this Ordinance are available at the Office of the City Clerk.

Section 5. All orders, resolutions, or ordinances in conflict with this Ordinance or with any of the documents hereby approved, are hereby repealed only to the extent of such conflict. This repealer shall not be construed as reviving any resolution, ordinance, or part thereof, heretofore repealed.

INTRODUCED, READ AND ORDERED PUBLISHED this _____ day of _____, 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: Andrea Wood MK
ANDREA WOOD, Assistant City Attorney

CITY OF AURORA
Council Agenda Commentary

Item Title: Adding and Amending Provisions of the City Code Related to the Business Advisory Board
Item Initiator: Jason Batchelor, City Manager
Staff Source/Legal Source: Jason Batchelor, City Manager / Andrea Wood, Assistant City Attorney
Outside Speaker: N/A
Strategic Outcome: Well-Managed: High performing organization, committed to great customer service, innovation, continuous improvement, fiscal stewardship, and maintaining critical infrastructure.

COUNCIL MEETING DATES:

Study Session: N/A

Regular Meeting: 7/28/2025

2nd Regular Meeting (if applicable): 8/11/2025

Item requires a Public Hearing: ☐ Yes ☒ No

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

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

2025-80 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA COLORADO, ADDING SECTION 26-29 AND AMENDING SECTIONS 26-52 AND 2-772 OF THE AURORA CITY CODE CONCERNING THE BUSINESS ADVISORY BOARD
Jason Batchelor, City Manager / Andrea Wood, Assistant City Attorney

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

☐ Approve Item and Move Forward to Study Session

☐ Approve Item and Move Forward to Regular Meeting

☐ Information Only

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

☐ Approve Item as Proposed at Policy Committee

☐ Approve Item as Proposed at Study Session

☒ Approve Item as Proposed at Regular Meeting

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: N/A

Policy Committee Date: N/A

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

☐ Recommends Approval ☐ Does Not Recommend Approval

☐ Forwarded Without Recommendation ☐ Minutes Not Available

☐ Minutes Attached

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

N/A

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

The Ordinance updates the terms for Business Advisory Board members to run concurrent with the Council Member who appointed them. It also updates the name of the Planning and Buiness Development Department in this section of the code, which had been updated elsewhere previously.

FISCAL IMPACT

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

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

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

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

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

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

QUESTIONS FOR COUNCIL

Does Council wish to support the Ordinance?

LEGAL COMMENTS

The council shall have all legislative powers of the city and all other powers of a home rule city not specifically limited by the Constitution of the State of Colorado and not specifically limited or conferred upon others by this Charter. It shall have the power to enact and provide for the enforcement of all ordinances necessary to protect life, health and property; to declare, prevent and summarily abate and remove nuisances; to preserve and enforce good government, general welfare, order and security of the city and the inhabitants thereof; to enact by ordinance provisions for fines and/or imprisonment, or other punishment, for each and every violation of ordinances or regulations duly passed by council; to provide for the granting of probation and the conditional suspension of sentences by the municipal court; and to delegate to boards and commissions, within limitations of the Constitution and this Charter, such functions, powers and authority of the city as it deems proper and advisable. (Article 3-9 Aurora City Charter) (Wood)

ORDINANCE NO. 2025- _____

A BILL

FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, ADDING SECTION 26-29 AND AMENDING SECTIONS 26-52 AND 2-772 OF THE AURORA CITY CODE CONCERNING THE BUSINESS ADVISORY BOARD.

WHEREAS, the City Council of the City of Aurora, Colorado, established a Business Advisory Board to provide input and recommendations to the City Council on issues affecting local businesses; and

WHEREAS, aligning the terms of Business Advisory Board members with the terms of the City Council Members who appoint them will enhance accountability and ensure consistent representation of each council member's priorities; and

WHEREAS, the City Council finds and determines that such an alignment is in the best interests of the City and its business community.

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 26-29, which reads as follows:

Sec. 26-29. Terms.

The term of appointment of each member of the Business Advisory Board shall be from the date of appointment to the expiration of the term of the council member making the appointment.

Section 2. The City Code of the City of Aurora, Colorado, Section 26-52 is hereby amended to read as follows:

Sec. 26-52. ~~Department of planning and development services duties and obligations.~~ **Planning and Business Development Department.**

In assisting the business advisory board, the ~~department of planning and development services~~ **planning and business development department** shall have the following duties and responsibilities:

(1) Prepare all forms and applications for grant and loan requests for all covered programs.

(2) Provide to the business advisory board the eligibility requirements for each individual covered program.

(3) Make recommendations for additional covered programs under the community and economic development loan and grant program when necessary.

(4) Initial review, evaluation and processing of grant and loan applications for all covered programs prior to submittal to the business advisory board to ensure compliance with all requirements, ordinances, rules, regulations, policies and guidelines of the specific covered program.

(5) Initial approval of any grant and loan applications that meet the eligibility criteria and are deemed acceptable for funding for each covered program prior to its submittal to the business advisory board for final approval.

(6) Make presentations and recommendations to the business advisory board regarding each applicant for the covered program.

(7) Negotiate all the terms and conditions of each grant and loan made under the covered programs with assistance of the city attorney's office when necessary.

(8) Manage the grant and loan portfolio.

(9) Service any loan under the covered program.

(10) Communicate with grantees or borrowers.

(11) Review and recommend policies for actions and remedies imposed for instances of default on grants and loans.

(12) Recommend actions and remedies to be imposed for instances of default on grants and loans to the business advisory board.

(13) Prepare an annual report for the business advisory board, to review and submit to the city council, regarding the status of the covered programs of the community and economic development grant and loan program; including, but not limited to, a summary of active grants and loans, an accounting of all principal and interest payments, and the status of all grant and loan applications submitted during the past year.

(14) Manage grant and loan programs in accordance with funding agreements, including any required reports, plans and correspondence.

Section 3. The City Code of the City of Aurora, Colorado, Section 2-772 is hereby amended to read as follows:

Sec. 2-772. Terms of appointment.

The term of ~~appoint~~ **appointment** for each member of any board, commission, committee or authority shall be for a period of three years, except for those boards, commissions, committees or authorities provided for by the Charter or state law. ~~An exception~~ **Exceptions** to this requirement shall be appointments to the citizens' advisory budget committee**, and the business advisory board**. Appointments to ~~this committee~~ **the citizens' advisory budget committee** shall be made by city council members as established in section 2-623 and shall be concomitant with the term of the appointing councilmember. **Appointments to the business advisory board shall be made by city council members as established in section 26-28 and shall be concomitant with the term of the appointing member.**

Section 3. The provisions of this Ordinance are hereby declared to be severable. If any section, paragraph, clause, or provision of this Ordinance shall, for any reason, be held to be invalid or unenforceable by a court of competent jurisdiction, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Ordinance.

Section 4. Pursuant to Section 5-5 of the Charter of the City of Aurora, Colorado, the second publication of this Ordinance shall be by reference, utilizing the ordinance title. Copies of this Ordinance are available at the Office of the City Clerk.

Section 5. All orders, resolutions, or ordinances in conflict with this Ordinance or with any of the documents hereby approved, are hereby repealed only to the extent of such conflict. This repealer shall not be construed as reviving any resolution, ordinance, or part thereof, heretofore repealed.

INTRODUCED, READ AND ORDERED PUBLISHED this _____ day of _____, 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: Andrea Wood PK
ANDREA WOOD, Assistant City Attorney

CITY OF AURORA
Council Agenda Commentary

Item Title: Updating the Art in Public Places Program to Reflect Current Practices
Item Initiator: Jason Batchelor, City Manager
Staff Source/Legal Source: Jason Batchelor, City Manager / Andrea Wood, Assistant City Attorney
Outside Speaker: N/A
Strategic Outcome: Well-Managed: High performing organization, committed to great customer service, innovation, continuous improvement, fiscal stewardship, and maintaining critical infrastructure.

COUNCIL MEETING DATES:

Study Session: N/A

Regular Meeting: 7/28/2025

2nd Regular Meeting (if applicable): 8/11/2025

Item requires a Public Hearing: ☐ Yes ☒ No

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

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

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

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

☐ Approve Item and Move Forward to Study Session

☐ Approve Item and Move Forward to Regular Meeting

☐ Information Only

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

☐ Approve Item as Proposed at Policy Committee

☐ Approve Item as Proposed at Study Session

☒ Approve Item as Proposed at Regular Meeting

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: N/A

Policy Committee Date: N/A

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

☐ Recommends Approval ☐ Does Not Recommend Approval

☐ Forwarded Without Recommendation ☐ Minutes Not Available

☐ Minutes Attached

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

N/A

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

This Ordinance updates the Art in Public Places Program.

FISCAL IMPACT

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

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

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

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

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

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

QUESTIONS FOR COUNCIL

Does Council wish to support the Ordinance?

LEGAL COMMENTS

The council shall have all legislative powers of the city and all other powers of a home rule city not specifically limited by the Constitution of the State of Colorado and not specifically limited or conferred upon others by this Charter. It shall have the power to enact and provide for the enforcement of all ordinances necessary to protect life, health and property; to declare, prevent and summarily abate and remove nuisances; to preserve and enforce good government, general welfare, order and security of the city and the inhabitants thereof; to enact by ordinance provisions for fines and/or imprisonment, or other punishment, for each and every violation of ordinances or regulations duly passed by council; to provide for the granting of probation and the conditional suspension of sentences by the municipal court; and to delegate to boards and commissions, within limitations of the Constitution and this Charter, such functions, powers and authority of the city as it deems proper and advisable. (Article 3-9 Aurora City Charter) (Wood)

ORDINANCE NO. 2025- _____

A BILL

FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, AMENDING CHAPTER 34, ARTICLE IV OF THE CITY CODE TO UPDATE THE PURPOSE AND FUNCTION OF THE ARTS IN PUBLIC PLACES PROGRAM.

WHEREAS, the City of Aurora has established an Arts in Public Places Program to promote the cultural, aesthetic, and economic vitality of the community through the placement of public art; and

WHEREAS, public art contributes to the identity and unique character of the City and enhances the quality of life for residents and visitors alike; and

WHEREAS, since its original adoption, the Arts in Public Places Program has matured in scope and impact, necessitating updates to reflect current best practices and community expectations; and

WHEREAS, the City Council desires to update the program's purpose, including its role in supporting diverse artists, engaging the community, and integrating art into public spaces and capital improvement projects.

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

Section 1. That Chapter 34 Article IV of the City Code of the City of Aurora, Colorado, is hereby amended to read as follows:

Article IV. Art in Public Places

Division 1. Generally

Sec. 34-126 Definitions.
Sec. 34-127 Purpose.
Sec. 34-128 Funds for works of art.
Sec. 34-129 Account established.
Sec. 34-130 Limited use of funds.
Sec. 34-131 Art and site selection standards.
Sec. 34-132 Artist selection.
Sec. 34-133 Maintenance and repair policies.
Sec. 34-134 Relocation and removal of art.
Sec. 34-135 Display on private property.
Sec. 34-136 through 34-165 Reserved.

~~Division 2. Art in Public Places Commission~~

~~Sec. 34-166 Created; composition.~~
~~Sec. 34-167 Organization.~~
~~*Sec. 34-168 Reserved.*~~
~~Sec. 34-169 Authority and purpose.~~
~~Sec. 34-170 Review.~~
~~Sec. 34-171 Implementation of city's public art policy.~~

Sec. 34-126. Definitions

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Art in public places means any work of art displayed in an open city-owned or leased area, on the exterior of any city-owned or leased facility, inside any city-owned or leased facility, or on noncity property, if financed either wholly or in part with city funds or by grants procured by the City.

City collection refers to works of art owned by the City.

Commission means the ~~city art in public places~~ commission **Arts and Culture Commission**, created and defined in section 34-1~~66~~.

Construction cost means the budgeted cost of any construction project, including any contingency reserve, but excluding land acquisition costs, engineering and administrative costs, costs of fees and permits, interest during construction, advertising and legal fees.

Construction project means the construction, rehabilitation, renovation, remodeling, equipping or improvement of any public building, street, park, or other public improvement by or for the City, within the city limits, including without limitation all associated landscaping, parking areas and similar areas or facilities, but excluding utilities projects and any other improvements exempted by the city council.

Reserve account means the art in public places reserve account established for administering, acquiring, and maintaining works of art for the city collection.

Work of art includes but is not limited to sculpture, monument, mural, fresco, bas-relief, painting, fountain, mosaic, ceramic, weaving, carving, and stained glass.

Sec. 34-127. Purpose.

The purpose of this article is to provide a means to fund the acquisition of works of art in public places owned or leased by the City, which works of art shall become part of a city collection; to establish procedures for the selection of works of art for the city collection; to provide for the display of works of art in the city collection; and to provide for the administration, collections management, maintenance and repair of art in the city collection.

Sec. 34-128. Funds for works of art.

Commencing with those construction projects included in the appropriation and budget process in 1994 for construction thereafter, there shall be included in all estimates of necessary expenditures and all requests for authorization of appropriations for construction, an amount for works of art equal to one percent of the construction costs. This shall apply to all construction projects within the city limits with a construction cost of $100,000 or more. If any project is partially funded from any source which precludes art as an object of expenditure of funds, then this section shall apply only to the amount of funds not so restricted. The one-percent funds shall be deposited into the art in public places reserve account except in the event of a specific requirement as set forth in section 34-129, in which case all funds not subject to the requirement shall be placed in the art in public places reserve account.

Sec. 34-129. Account established.

There is established a reserve account, to be known as the art in public places reserve account. The reserve account shall be credited with the funds set aside for works of art from construction projects and with all other funds for art in public places, whether earned, contributed, secured through grants or otherwise obtained. In fiscal years 2011 and 2012, up to and including 35 percent of the funds appropriated from the reserve account may be designated for administration, collection management, maintenance, and repair. In fiscal years 2013 and thereafter, up to and including 25 percent of the funds appropriated from the reserve account may be designated for administration, collection management, maintenance, and repair. For bond-financed capital improvement projects, 100 percent of the funds credited to the reserve account shall be expended for the acquisition of art. Separate accounts shall be established within the art in public places reserve account when necessary to comply with special requirements concerning but not limited to:

(1) Geographic location;

(2) Specific project limitations;

(3) Separate accounting procedures;

(4) Grant reporting or funding procedures;

(5) Special improvement districts; or

(6) City bond issues.

Sec. 34-130. Limited use of funds.

The art in public places fund shall not be used for:

(1) Reproductions or unlimited editions of original work.

(2) Art objects that are mass-produced.

(3) Works that are decorative, ornamental or functional elements of the architecture or landscape design, except when commissioned from an artist or as an integral aspect of the structure or site.

(4) Architectural rehabilitation or historical preservation, although works may be acquired in connection with such projects.

Sec. 34-131. Art and site selection standards.

The ~~art in public places commission~~ **Arts and Culture Commission** shall make annual recommendations ~~through the cultural affairs commission~~ to the city council, preparing an annual art plan, budget proposal and five-year plan for arts development and improvement for city council review and approval. The following shall be the general criteria for selection of sites for the public display of art in the City, whether such art is publicly or privately owned. When considering a specific site for artwork, the considerations listed in this section shall be weighed to ensure that a proposal contributes positively to the community. Public art projects costing $50,000.00 or more shall be submitted individually ~~through the cultural affairs commission~~ to the city council for approval, even if included in the arts plan or budget, before the work is commissioned or purchased:

(1) Visibility and accessibility of the site by the general public.

(2) Distribution of works of art of a variety of styles, designs, and media throughout the City.

(3) Appropriateness of the artwork to the character of the specific site, existing or planned, including:

a. The function of both the artwork and the location;

b. Preservation of natural features of the site;

c. The scale and dimension of the artwork in relationship to the site;

d. The material of which the artwork is composed, including durability;

e. The relationship of proposed artwork to existing artworks within the site vicinity;

f. Environmental impact, such as noise, sound, light, and odor; and

g. Public safety and liability.

Sec. 34-132. Artist selection.

(a) The procedure for selection of artists to provide artwork for the city shall consist of one of the following:

(1) Open competition;

(2) Invitation;

(3) Commission;

(4) Guest curator selection; or

(5) Direct purchase.

(b) One procedure shall be chosen ~~by the art in public places commission~~ depending upon the proposed project.

Sec. 34-133. Maintenance and repair policies.

(a) All works of art acquired pursuant to this article shall be acquired in the name of and title shall be held by the City~~.~~**, and** ~~A~~ **a** detailed inventory of all publicly owned art shall be maintained**.** ~~by the art in public places commission~~.

~~(b) Installation, maintenance, alteration, refinishing, and moving of art in public places shall be done in consultation with the artist whenever feasible. So far as practical, if repair of any work is required, the city shall give the artist the opportunity to perform such repair work for a reasonable fee. If the artist refuses to make the repair for such a fee, the city may proceed to solicit bids in accordance with the City's competitive bidding procedures. When emergency repairs are necessary in order to prevent the loss of or further damage to the work, such repairs may be approved by the commission or its executive committee. Every effort shall be made to contact the artist, as described in this subsection, for emergency repairs. Repairs shall not be deemed to constitute an artistic alteration.~~

~~(c)~~ **(b)** Ongoing upkeep and maintenance of artworks shall be the responsibility of the art in public places staff, subject to commission review and approval. Costs for repair of artwork

damaged by vandalism, weathering problems, etc., shall be funded in accordance with section 34-129.

Sec. 34-134. Relocation and removal of art.

Art within the City's art in public places program collection may be either relocated or removed pursuant to a resolution of the city council after receiving input from the ~~art in public places commission~~ **Arts and Culture Commission**.

Sec. 34-135. Display on private property.

No work of art financed or installed either wholly or in part with city funds or with grants procured by the city shall be loaned, displayed, or installed on privately owned property without a written agreement between the ~~art in public places commission~~ **Arts and Culture Commission**, acting on behalf of the City, and the owners, specifying the proprietary interests in the work of art and other provisions deemed necessary or desirable by the city attorney. In addition, such written agreements shall specify that the private property owner shall ensure that:

(1) Installation of the work of art shall be done in a manner which will protect the work of art and the public;

(2) The work of art shall be maintained in good condition; and

(3) Insurance and indemnification shall be provided as appropriate.

~~Sec. 34-166. Created; composition.~~

~~There is created and established an art in public places commission, consisting of nine voting members who shall be registered electors, appointed pursuant to Charter section 9-1. Commissioners shall be appointed so as to represent different interests in the community, and at least one member shall be from the visual arts field. The city's art in public places staff shall act as liaison to the commission and shall sit on the commission in a nonvoting advisory capacity.~~

~~Sec. 34-167. Organization.~~

~~Commissioners on the art in public places commission shall be appointed pursuant to Charter section 9-1, and Code sections 2-768 and 2-772. Subcommittees may be appointed by the art in public places commission as necessary to accomplish its purposes and objectives.~~

~~Sec. 34-168. Reserved.~~

~~Sec. 34-169. Authority and purpose.~~

~~The art in public places commission shall be directly responsible to the city council. It shall be the function and the duty of the commission to develop and administer a public art policy applicable to public areas in public buildings, outdoor areas, and parks within the City.~~

~~Sec. 34-170. Review.~~

~~The art in public places commission shall have the authority to select artwork for display, remove artwork previously displayed, promulgate criteria for selection of artwork and artists, arrange for funding and take any other action necessary to carry out its purposes for projects under $50,000.00 and shall serve as advisory for projects over $50,000.00 pursuant to section 34-131.~~

~~Sec. 34-171. Implementation of city's public art policy.~~

~~The art in public places commission shall continually review public art policies from other municipalities and governmental entities in the United States, shall consider the particular needs and interests of the city and its citizens, shall obtain input from interested organizations and individuals, and shall maintain a detailed public arts policy approved in accordance with the prevailing city policy. Such policy shall address funding mechanisms, art selection criteria, artist selection criteria, site selection criteria, display guidelines, maintenance and repair policies, and all other relevant issues. In addition, the commission shall include guidelines for the ongoing operation of the commission as primary resource for the development and arbiter for the selection of public art in the City.~~

Section 6. Current members of the art in public places commission will stay in place until December 31, 2025, in order to allow a transition period.

Section 7. 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 8. 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 9. 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: Andrea Wood AK
ANDREA WOOD, Assistant City Attorney

CITY OF AURORA
Council Agenda Commentary

Item Title: Sandy Point Annexation Ordinance
Item Initiator: Cesarina Dancy, Manager, Office of Development Assistance
Staff Source/Legal Source: Justin Andrews, Project Manager, Development Services / Brian Rulla, Assistant City Attorney
Outside Speaker: N/A
Strategic Outcome: Economically Strong: Building a conducive development climate, a diverse mix of industries and housing options, and fostering economic growth so that our community thrives and remains resilient.

COUNCIL MEETING DATES:

Study Session: N/A

Regular Meeting: 7/28/2025

2nd Regular Meeting (if applicable): 8/11/2025

Item requires a Public Hearing: ☐ Yes ☒ No

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

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

2025-82 AN ORDINANCE ANNEXING A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER AND THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, (Sandy Point Annexation) 242.154 ACRES
Justin Andrews, Project Manager, Development Services / Brian Rulla, 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.)*

A petition for annexation was filed with the City Clerk for annexation of a 242.154-acre parcel owned by Cowley Management, LLC. This parcel is located at the northwest corner of East 56th Avenue and North Hayesmount Road (see attached vicinity map).

City Council made a finding of substantial compliance regarding this annexation on June 9, 2025.

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

A petition for annexation was filed with the City Clerk for annexation of a 242.154-acre parcel owned by Cowley Management, LLC. This parcel is located at the northwest corner of East 56th Avenue and North Hayesmount Road (see attached vicinity map).

The parcel falls within the City's Annexation Boundary and meets contiguity requirements. A site plan for an industrial land use is anticipated following annexation.

The Initial Zoning Ordinance will be presented to City Council at a subsequent meeting. The initial zoning will follow the City's Comprehensive Plan.

The annexation process follows state law, and this annexation will be considered over three City Council meetings. Consideration of this ordinance is item #2 listed below:

1) City Council considers approval of a Resolution making a finding that the Petition is in substantial compliance with statutory requirements and sets the Public Hearing date.
2) City Council conducts the Public Hearing, considers approval of a Resolution making a finding that the land is eligible for annexation, and considers Introduction of the Annexation Ordinance.
3) City Council considers the Annexation Ordinance on final reading and the Annexation Agreement will be presented for Council consideration.

FISCAL IMPACT

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

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

REVENUE IMPACT

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

Annexation obligates the City to provide municipal services and utilities upon development. The fiscal impact of this development will be offset by various fees and taxes.

BUDGETED EXPENDITURE IMPACT

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

N/A

NON-BUDGETED EXPENDITURE IMPACT

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

N/A

WORKLOAD IMPACT

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

N/A

QUESTIONS FOR COUNCIL

Does City Council wish to approve this Ordinance?

LEGAL COMMENTS

The City Council has determined that the annexation of lands to the city shall be shown not to create any additional cost or burden on the then-existing residents of the city to provide such public facilities in any newly annexed area. "No annexation shall be accepted until the city council, upon the recommendation of the City Manager, determines that the current requirements for such public facilities in the area proposed to be annexed have been fulfilled and that the future requirements for such public facilities can be fulfilled." *City Code Section 5.4.1(B)(3)(a).*

A municipality is not legally required to annex area pursuant to landowner's annexation petition, but may impose additional terms and conditions for annexation in accordance with Annexation Act. Superior v. Midcities Co., 933 P.2d 596 (Colo.1997). An annexation agreement based upon the City's model agreement will be presented for approval by motion at the time of final passage of this ordinance. (Rulla)

ORDINANCE NO. 2025- ____

A BILL

FOR AN ORDINANCE ANNEXING A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER AND THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, (Sandy Point Annexation) 242.154 ACRES

WHEREAS, the City Council of the City of Aurora, Colorado, has found a petition for annexation of a certain parcel of land, as described in Exhibit A attached hereto, signed by the owners of one hundred percent of the area to be annexed, to be in substantial compliance with Section 31-12-107(1), Colorado Revised Statutes; and

WHEREAS, after notice pursuant to Section 31-12-108, Colorado Revised Statutes, the City Council has held a public hearing on the proposed annexation to determine if the annexation complies with Sections 31-12-104 and 31-12-105, Colorado Revised Statutes; and

WHEREAS, the City Council has by resolution determined that the requirements of Sections 31-12-104 and 31-12-105, Colorado Revised Statutes, have been met, that an election is not required, and that no additional terms or conditions are to be imposed on the annexed area.

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

Section 1. That the annexation of the territory located in the County of Adams, State of Colorado, as described in Exhibit A attached hereto and incorporated herein, to the City of Aurora, Colorado, be and the same is hereby ordained and approved, and said territory is hereby incorporated in and made a part of the City of Aurora, Colorado.

Section 2. That the annexation of such territory to the City of Aurora, Colorado, shall be complete and effective on the effective date of this ordinance, except for the purpose of General Property Taxes, and shall be effective as to General Property Taxes on and after the first day of January 2026.

Section 3. That the Petition for Annexation contained a request that an annexation agreement satisfactory to both petitioners and the City be agreed upon on or before the date of the second reading of this Ordinance, and that this Ordinance annexing said territory is expressly made subject to the approval of an annexation agreement, as requested.

Section 4. That the City Clerk is authorized and directed to:

A. File one copy of the annexation map with the original of the annexation Ordinance in the Office of the City Clerk of the City of Aurora, Colorado;

B. File three certified copies of the annexation Ordinance and map of the area annexed containing a legal description of such area with the County Clerk and Recorder.

Section 5. That pursuant to Section 5-5 of the Charter of the City of Aurora, Colorado, the second publication of this Ordinance shall be by reference, utilizing the Ordinance title.

INTRODUCED, READ, AND ORDERED PUBLISHED this _____ day of_____, 2025.

PASSED AND ORDERED PUBLISHED BY REFERENCE this _____day of_____, 2025.

_____
MIKE COFFMAN, Mayor

ATTEST:

_____
KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

PETER A. SCHULTE, CITY ATTORNEY

By: _____ RLA
BRIAN J. RULLA, Assistant City Attorney

Exhibit A
(Legal description of property to be annexed)

A PARCEL OF LAND BEING A PART OF THE SOUTHEAST QUARTER AND THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 10, BEING MONUMENTED BY A FOUND 2-3/8 INCH DIAMETER ALUMINUM PIPE WITH A 3-1/4 INCH ALUMINUM CAP STAMPED, "T3S R65W, S10/S11/S15/S14, PLS 13155-1991", FROM WHICH THE SOUTH QUARTER CORNER OF SECTION 10, BEING MONUMENTED BY A FOUND 2-3/8 INCH DIAMETER ALUMINUM PIPE WITH A 3-1/4 INCH ALUMINUM CAP STAMPED, "T3S R65W 1/4 S10/S15 PLS 13155-1991" IS ASSUMED TO BEAR SOUTH 89°26’43" WEST, A DISTANCE OF 2653.30 FEET, WITH ALL BEARINGS HEREIN BEING RELATIVE THERETO;

THENCE SOUTH 89°26'43" WEST ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER OF SECTION 10, A DISTANCE OF 2653.30 FEET TO SAID SOUTH QUARTER CORNER OF SAID SECTION 10;

THENCE SOUTH 89°25'39" WEST ALONG THE SOUTH LINE OF SAID EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 10, A DISTANCE OF 1330.52 FEET TO THE WEST 1/16TH CORNER OF SAID SECTION 10, BEING MONUMENTED BY FOUND A 3-1/4" ALUMINUM CAP STAMPED "REAMS & PATTERSON INC. W 1/16 S10/S15 1990 LS 13239" IN RANGE BOX;

THENCE NORTH 00°28'16" WEST ALONG THE WEST LINE OF SAID EAST HALF, A DISTANCE OF 2648.20 FEET TO THE CENTER WEST 1/16TH CORNER OF SAID SECTION 10, BEING MONUMENTED BY A FOUND 3-1/4" ALUMINUP CAP STAMPED "REAMS PATTERSON W 1-16 C-C S10 1990 LS NO. 13239";

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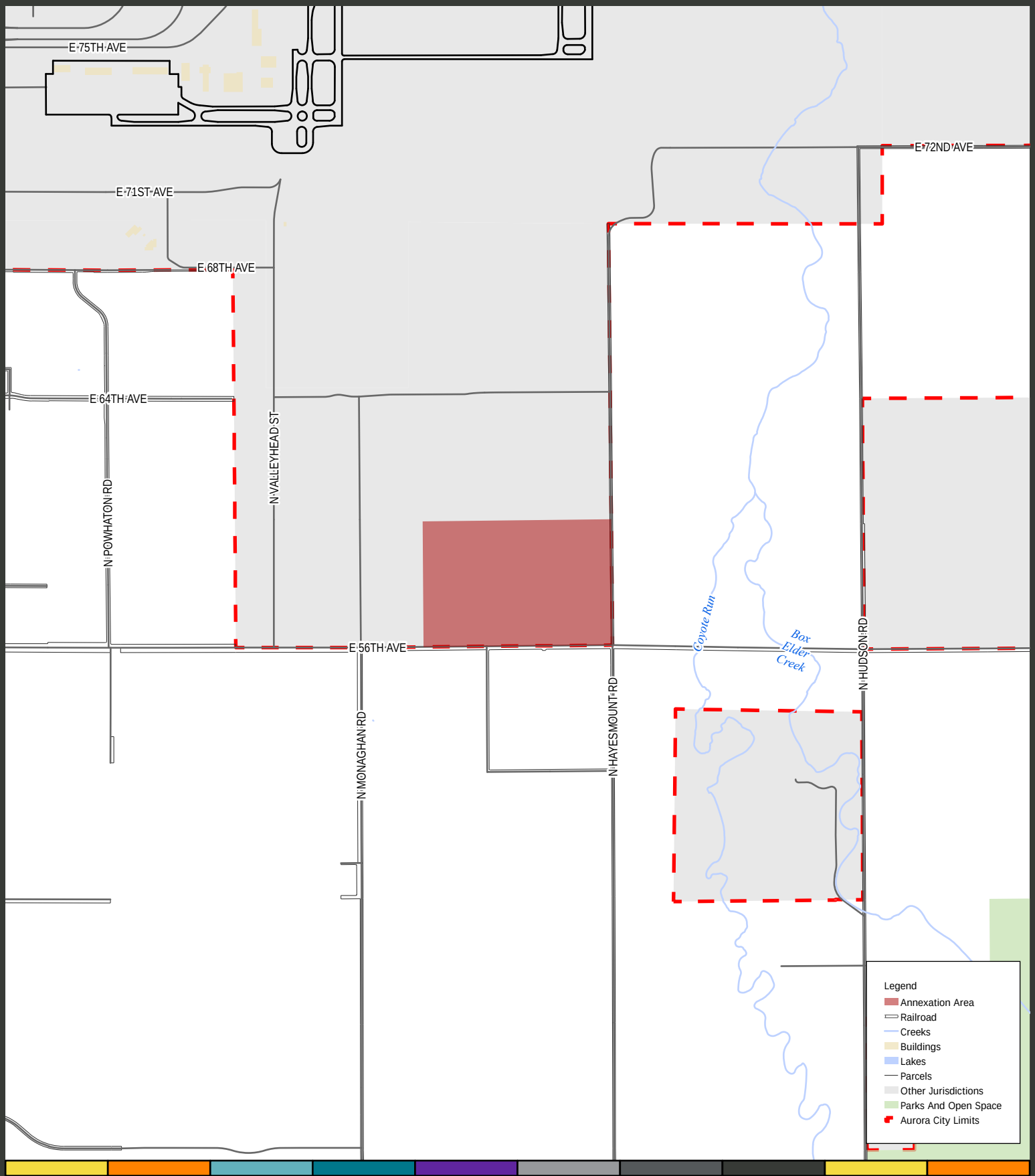
SAID PARCEL CONTAINING A CALCULATED AREA OF 10,548,233 SQUARE FEET OR 242.154 ACRES, MORE OR LESS AND BEING SUBJECT TO ANY EXISTING EASEMENTS AND/OR RIGHTS OF WAY OF WHATSOEVER NATURE.



Planning and Business Development

15151 E. Alameda Parkway
Aurora CO 80012 USA
AuroraGov.org
303.739.7250
GIS@auroragov.org

City of Aurora, Colorado

Sandy Point Annexation

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Miles
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SANDY POINT

LEGAL DESCRIPTION

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I, JEAN P. HALPIN, A SURVEYOR LICENSED IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE ABOVE LEGAL DESCRIPTION AND ATTACHED EXHIBIT WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND CHECKING.



JEAN P. HALPIN, PLS 38474
FOR AND ON BEHALF OF
WESTWOOD PROFESSIONAL SERVICES, INC.
10333 E. DRY CREEK ROAD, SUITE 400
ENGLEWOOD, CO 80112

ANNEXATION MAP

SANDY POINT ANNEXATION

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER AND THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE 6TH P.M., CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO

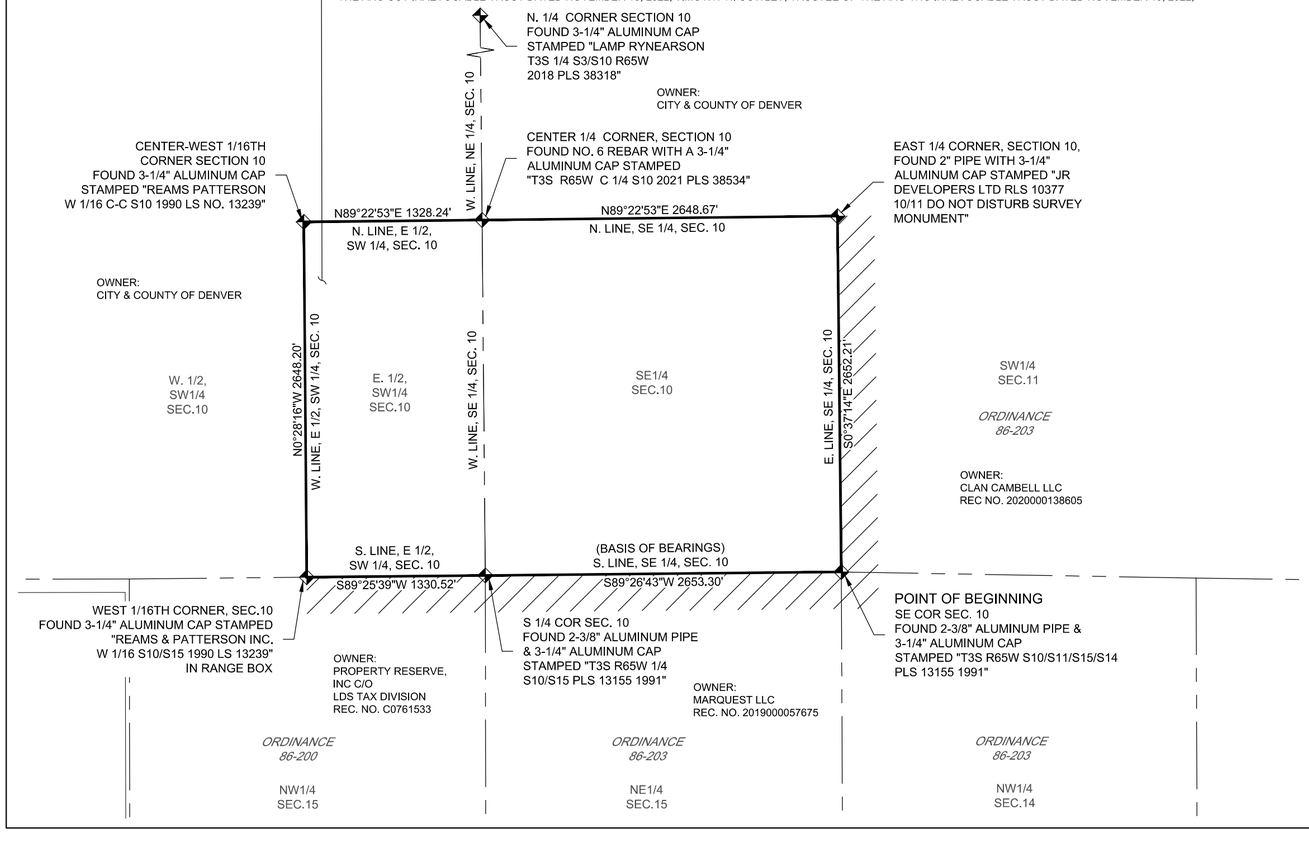
SHEET 1 OF 1



VICINITY MAP

SCALE: 1" = 3000'

OWNER:
SCM-GRP VAN SCHAAK, LLLP, AN ARIZONA LIMITED LIABILITY LIMITED PARTNERSHIP, SCM-POG, LLLP, AN ARIZONA LIMITED LIABILITY LIMITED PARTNERSHIP, SCM-WATTS HOLDINGS, LLLP, AN ARIZONA LIMITED LIABILITY LIMITED PARTNERSHIP, SCM-EDGEWOOD, LLLP, AN ARIZONA LIMITED LIABILITY LIMITED PARTNERSHIP, SCM-JC ZAHARIS, LLLP, AN ARIZONA LIMITED LIABILITY LIMITED PARTNERSHIP, SCM-HESS MYERS, LLLP, AN ARIZONA LIMITED LIABILITY LIMITED PARTNERSHIP, SCM-A&C, LLLP, AN ARIZONA LIMITED LIABILITY LIMITED PARTNERSHIP, SCM-DUCATS, LLLP, AN ARIZONA LIMITED LIABILITY LIMITED PARTNERSHIP, SCM-FASSERO, LLLP, AN ARIZONA LIMITED LIABILITY LIMITED PARTNERSHIP, SCM-CAGLE OKC, LLLP, AN ARIZONA LIMITED LIABILITY LIMITED PARTNERSHIP, SCM-FRIEDMAN OKC, LLLP, AN ARIZONA LIMITED LIABILITY LIMITED PARTNERSHIP, SCM-TIBBS OKC, LLLP, AN ARIZONA LIMITED LIABILITY LIMITED PARTNERSHIP, SCM-DUBRUL, LLLP, AN ARIZONA LIMITED LIABILITY LIMITED PARTNERSHIP, SCM-440 SVCS, LLLP, AN ARIZONA LIMITED LIABILITY LIMITED PARTNERSHIP, SCM-ZAHARIS, LLLP, AN ARIZONA LIMITED LIABILITY LIMITED PARTNERSHIP, SCM-WHITEMAN, LLLP, AN ARIZONA LIMITED LIABILITY LIMITED PARTNERSHIP, SCM-E WHITEMAN, LLLP, AN ARIZONA LIMITED LIABILITY LIMITED PARTNERSHIP, SCM-WILSON, LLLP, AN ARIZONA LIMITED LIABILITY LIMITED PARTNERSHIP, SCM-HAMPTON, LLLP, AN ARIZONA LIMITED LIABILITY LIMITED PARTNERSHIP, CLK-NV, LLC, A NEVADA LIMITED LIABILITY COMPANY, SUCCESSOR BY MERGER TO CLK, INC., AN ARIZONA CORPORATION, SMT INVESTORS LIMITED PARTNERSHIP, AN ARIZONA LIMITED PARTNERSHIP, DU HABEN INVESTMENTS, LLLP, AN ARIZONA LIMITED LIABILITY LIMITED PARTNERSHIP, VISTA HERMOSA HOLDINGS, LLLP, AN ARIZONA LIMITED LIABILITY LIMITED PARTNERSHIP, WATTSUP, LLLP, (ALSO KNOWN AS WATTS UP, LLLP) AN ARIZONA LIMITED LIABILITY LIMITED PARTNERSHIP, GYF INVESTMENTS, LLLP, AN ARIZONA LIMITED LIABILITY LIMITED PARTNERSHIP, GO WEST TOO DEFINED BENEFIT PLAN DATED JANUARY 1, 2001, NATHAN LEARNER AND MARIE LEARNER, SCM-NEAL, LLLP, AN ARIZONA LIMITED LIABILITY LIMITED PARTNERSHIP, TK COWLEY INVESTMENTS, LLLP, AN ARIZONA LIMITED LIABILITY LIMITED PARTNERSHIP, LS TYLER INVESTMENTS, LLLP, AN ARIZONA LIMITED LIABILITY LIMITED PARTNERSHIP, SCM-BLOOM, LLLP, AN ARIZONA LIMITED LIABILITY LIMITED PARTNERSHIP, CCT INVESTORS LLC, AN ARIZONA LIMITED LIABILITY COMPANY, THE COWLEY FAMILY FOUNDATION, AN ARIZONA NON-PROFIT CORPORATION, MICHAEL T. COWLEY, TRUSTEE OF THE ANC-MTC IRREVOCABLE TRUST DATED NOVEMBER 15, 2022, SUZETTE C. TYLER, TRUSTEE OF THE ANC-SCT IRREVOCABLE TRUST DATED NOVEMBER 15, 2022, TIMOTHY N. COWLEY, TRUSTEE OF THE ANC-TNC IRREVOCABLE TRUST DATED NOVEMBER 15, 2022,



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CITY OF AURORA APPROVALS:

MAYOR	DATE:
CITY CLERK	DATE:
CITY ENGINEER	DATE:
CITY ATTORNEY	DATE:
CITY COUNCIL ORDINANCE NO.	EFFECTIVE DATE

SURVEYOR'S CERTIFICATE:

I, JEAN P. HALPIN, A PROFESSIONAL LAND SURVEYOR REGISTERED IN THE STATE OF COLORADO DO HEREBY CERTIFY THAT NOT LESS THAN ONE-SIXTH (1/6) OF THE PERIMETER OF THE AREA PROPOSED TO BE ANNEXED TO THE CITY OF AURORA, COLORADO, IS CONTIGUOUS WITH THE BOUNDARIES OF THE ANNEXING MUNICIPALITY, AND THAT THIS ANNEXATION MAP SUBSTANTIALLY COMPLIES WITH THE COLORADO REVISED STATUES AND THE CITY OF AURORA, COLORADO CODES APPERTAINING THERETO.

JEAN P. HALPIN, PLS NO. 38474
FOR AND ON BEHALF OF WESTWOOD PROFESSIONAL SERVICES, INC.
10333 E. DRY CREEK ROAD, SUITE 400
ENGLEWOOD, CO 80112
(720)-249-3584

RECORDER'S CERTIFICATE:

STATE OF _____)
)SS
COUNTY OF _____)

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD IN MY OFFICE ON THE __ DAY OF _____ ,20_____ AT _____ O'CLOCK _____ .M., RECEPTION NO. _____, FILE_____, MAP_____.

CLERK AND RECORDER

BY: _____

NOTES:

TOTAL PERIMETER = 13261.15 ± FEET

MINIMUM REQUIRED CONTIGUITY = 2210.19 ± FEET

ACTUAL CONTIGUOUS BOUNDARY = 6636.03 ± FEET

PERCENT CONTIGUOUS BOUNDARY = 50.04%

TOTAL AREA = 242.154 ACRES ±

EXISTING CORPORATE LIMITS (CITY OF AURORA)

PROPOSED CORPORATE LIMITS (CITY OF AURORA)

800 400 0 800 1600

SCALE: 1" = 800'

Westwood

10333 E DRY CREEK RD.
SUITE 400
ENGLEWOOD , CO 80112
TEL: 720.482.9526

Westwoodps.com
Westwood Professional Services, Inc.

CITY OF AURORA
Council Agenda Commentary

Item Title: Sandy Point Annexation Agreement
Item Initiator: Cesarina Dancy, Manager, Office of Development Assistance
Staff Source/Legal Source: Justin Andrews, Project Manager, Development Services / Brian Rulla, Assistant City Attorney
Outside Speaker: N/A
Strategic Outcome: Economically Strong: Building a conducive development climate, a diverse mix of industries and housing options, and fostering economic growth so that our community thrives and remains resilient.

COUNCIL MEETING DATES:

Study Session: N/A

Regular Meeting: 8/11/2025

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

Item requires a Public Hearing: ☐ Yes ☒ No

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

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

Justin Andrews, Project Manager, Development Services / Brian Rulla, 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: Use dropdown menu to select committee from list.

Policy Committee Date: N/A

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

☐ Recommends Approval ☐ Does Not Recommend Approval

☐ Forwarded Without Recommendation ☒ Minutes Not Available

☐ Minutes Attached

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

A petition for annexation was filed with the City Clerk for annexation of a 242.154-acre parcel owned by Cowley Management, LLC. This parcel is located at the northwest corner of East 56th Avenue and North Hayesmount Road (see attached vicinity map).

City Council made a finding of substantial compliance regarding this annexation on June 9, 2025.

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

A petition for annexation was filed with the City Clerk for annexation of a 242.154-acre parcel owned by Cowley Management, LLC. This parcel is located at the northwest corner of East 56th Avenue and North Hayesmount Road (see attached vicinity map).

The parcel falls within the City's Annexation Boundary and meets contiguity requirements. A site plan for an industrial land use is anticipated following annexation.

The Initial Zoning Ordinance will be presented to City Council at a subsequent meeting. The initial zoning will follow the City's Comprehensive Plan.

The annexation process follows state law, and this annexation will be considered over three City Council meetings. Consideration of this resolution is item #3 listed below:
1) City Council considers approval of a Resolution making a finding that the Petition is in substantial compliance with statutory requirements and sets the Public Hearing date.
2) City Council conducts the Public Hearing, considers approval of a Resolution making a finding that the land is eligible for annexation, and considers Introduction of the Annexation Ordinance.
3) City Council considers the Annexation Ordinance on final reading and the Annexation Agreement will be presented for Council consideration.

The Annexation Agreement is compliant with the City's model, with additional terms included to address sanitary sewer service which is not anticipated to be available in the immediate future. Staff form Aurora Water has reviewed and agreed with these additional provisions.

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.)

Annexation obligates the City to provide municipal services and utilities upon development. The fiscal impact of this development will be offset by various fees and taxes.

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

N/A

NON-BUDGETED EXPENDITURE IMPACT

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

N/A

WORKLOAD IMPACT

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

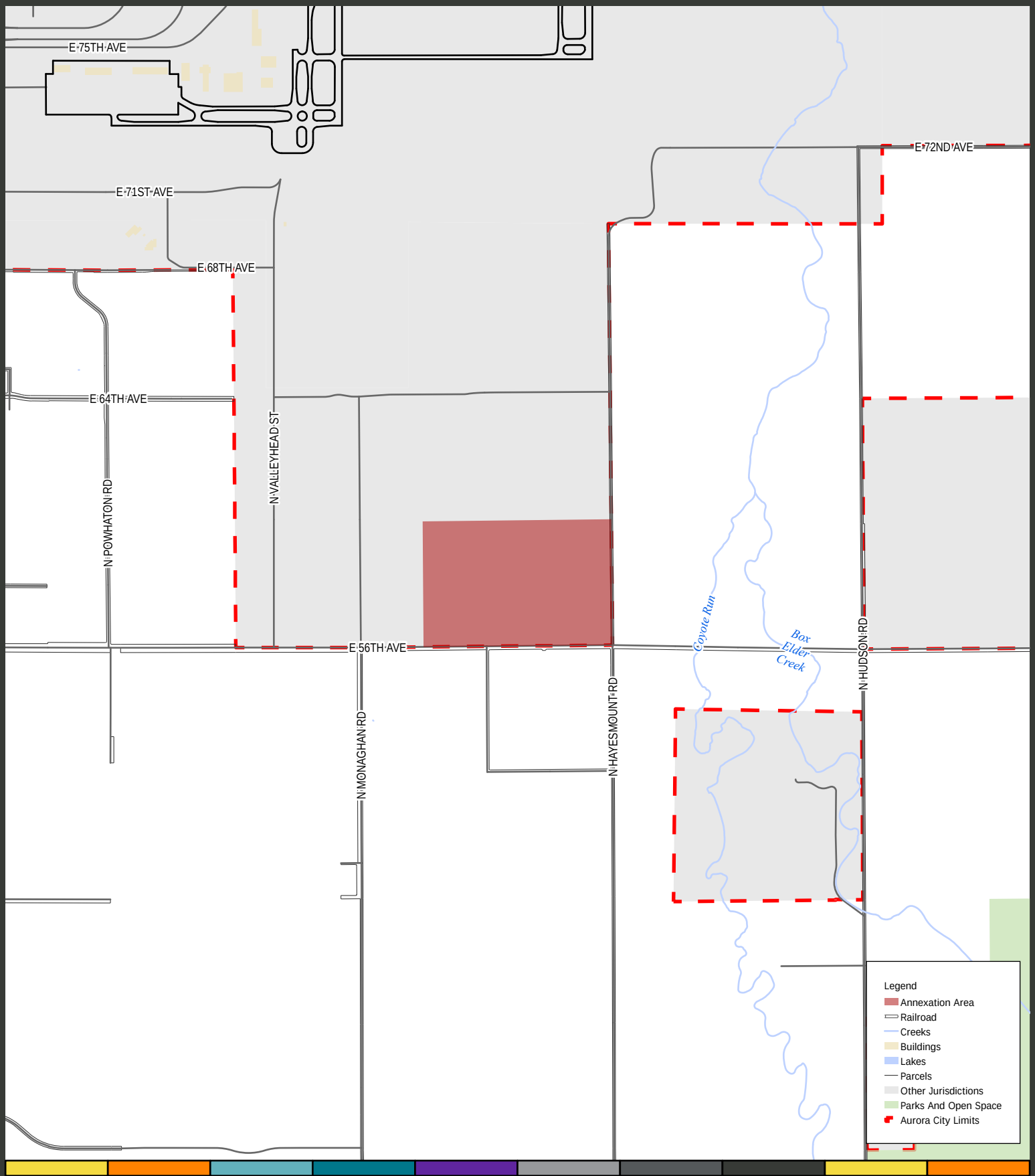
N/A

QUESTIONS FOR COUNCIL

Does City Council wish to approve this Annexation Agreement?

LEGAL COMMENTS

A municipality is not legally required to annex area pursuant to landowner's annexation petition, but may impose additional terms and conditions for annexation in accordance with Annexation Act. Superior v. Midcities Co., 933 P.2d 596 (Colo.1997). This Annexation Agreement memorializes those conditions. The agreement is based upon the City's model agreement, except as noted above. (Rulla)



Planning and Business Development

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Sandy Point Annexation

N
W E
S

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0 0.2

5/19/2025 I:\GIS\ArcGIS_Pro_Projects\Planning\ODA\ODA_Annexation\ODA_Annexation.aprx

ANNEXATION AGREEMENT

This Agreement ("Agreement") made and entered into this _____ day of _____, 202__, by and between COWLEY MANAGEMENT, LLC, an Arizona limited liability company ("Annexor"), as property manager and agent for the annexation petitioners listed on **Exhibit A** attached hereto and incorporated herein, and the City of Aurora, a home rule municipal corporation of the Counties of Adams, Arapahoe, and Douglas, State of Colorado (the "City").

RECITALS

Annexor is the owner of the property described in **Exhibit B** attached hereto (the "Property") and has filed a petition to annex said property to the City.

In consideration of the foregoing premise and the covenants, promises, and agreements of each of the parties hereto, to be kept and performed by each of them, IT IS AGREED:

1. DEFINITIONS

1.1 "Annexor" shall mean and refer to Annexor (inclusive of all annexation petitioners), and its heirs, successors, assigns, and designees.

1.2 "Approvals" shall mean any ordinances, resolutions and/or other written instruments as may be required to effect approval of the annexation, this Agreement and any related zoning approvals in a form that is substantially consistent with the applications Petitioner submits in connection with the Petition.

1.3 "Capital Impact Fee" shall mean the City's fee established by City Council that shall be levied and assessed on a per-unit basis (residential uses) as a condition of issuance of a building permit for the purpose of defraying the projected impacts on capital facilities of the City caused by proposed development.

1.4 "City" shall mean the City of Aurora, Colorado.

1.5 "City Code" shall mean the City Code of the City of Aurora, Colorado.

1.6 "City Council" shall mean and refer to the City Council of the City.

1.7 "City Specifications" shall mean and refer to all rules, regulations, and standards however adopted by the City including but not limited to the City Storm Drainage

and Technical Criteria Manual, The Aurora Water Standard Specifications Regarding Water, Sanitary Sewer, and Storm Drainage Infrastructure, City Rules and Regulations regarding Stormwater Discharges Associated with Construction Activities as context requires and as each of the foregoing may be amended from time to time.

1.8 "Crossings" shall mean and refer to all bridges, culverts, or other types of facilities or structures used to cross roadways, drainage ways, or storm drainage areas.

1.9 "Drainage Master Plan" shall mean the overall plan developed by the General Manager of the Water Department, City Engineer, or their respective designees, that addresses various matters relating to storm drainage within the City, including the identification of drainage and flooding problems, the compilation of base data related to rainfall and runoff, proposals for controlling storm water flows, and cost control measures regarding the construction, operation and maintenance of drainage facilities.

1.10 "Freeboard" shall mean the vertical distance in feet above a predicted water surface elevation intended to provide a margin of safety to compensate for unknown factors that could contribute to flood heights greater than the height calculated for a selected size flood such as debris blockage of bridge openings and the increased runoff due to urbanization of the watershed.

1.11 "Legal Challenge" shall mean either any third party commences any legal proceeding or other action that directly or indirectly challenges the City's annexation of the Property or the City's granting of the Approvals; or any third party submits a petition for a referendum seeking to reverse or nullify any of the Approvals.

1.12 "Major Drainage Facility" shall mean those drainage facilities as defined in Section 138-361 of the City Code, City's Drainage Master Plans and City Specifications.

1.13 "Minor Drainage Facility" shall mean those drainage facilities as defined in Section 138-361 of the City Code and City Specifications.

1.14 "Park Development Fee" shall mean the City's fee established by City Council, payable at the time of building permit issuance, that the City charges to offset the costs to the City of improvements to public park lands that are required to address the impacts to such parks from development on the Property.

1.15 "Petition" shall mean the Petition for Annexation that Annexor executed and submitted to the City on May 9, 2025.

1.16 "Property" shall mean the real property described in **Exhibit B**, attached

hereto and incorporated herein by reference.

1.17 "Regional Drainage Facility" shall mean those drainage facilities defined as "regional facilities" in Section 138-361 of the City Code and identified in City Master Plans.

1.18 "Regional Water and Sewer Infrastructure" shall mean infrastructure that provides service to multiple developments as further defined in City Code and identified in City Master Plans.

1.19 "Sewer Collection Lines" shall mean the sewer collection lines necessary to serve an individual development and in most cases are twelve inches (12") and smaller.

1.20 "Sewer Interceptor Development Fee" shall mean the City's fees established by City Council that the City charges for extension by the City of sewer interceptor lines and other improvements necessary to provide sanitary sewer service to development on the Property.

1.21 "Sewer Interceptor Lines" shall mean and refer to sewer lines which provide service to more than one subdivider and in most cases are larger than twelve inches (12") in diameter.

1.22 "Siren Fee" shall mean the City's established by City Council, payable at the time of subdivision platting, that the City charges for providing public safety warning sirens to serve the Property.

1.23 "Storm Drainage Development Fee" shall mean the City's fee established by City Council that is levied and assessed upon each vacant and undeveloped lot and parcel of land within the City for the purpose of funding the construction and installation of Regional Drainage Facilities in accordance with the Drainage Master Plan and Stormwater Capital Improvement Plan.

1.24 "Streets" shall mean and refer to local, residential, commercial, collector, minor, and principal arterial streets, highways, expressways, and roadways.

1.25 "Water Distribution Lines" shall mean the waterlines necessary to serve an individual development and in most cases are twelve inches (12") and smaller.

1.26 "Water Transmission Lines" shall mean and refer to water lines which provide service to more than one subdivider and in most cases are larger than twelve inches (12") in diameter.

1.27 "UDO" shall mean and refer to the Unified Development Ordinance adopted by City Council as may be amended from time to time.

2. STREETS

2.1 Annexor shall dedicate free and clear of all liens and encumbrances of any kind, all rights of way for public streets for the full width thereof, as required by the City. Annexor shall design and fully improve to City standards all public streets within the Property, and one half of all streets lying on or abutting the exterior boundaries of the Property, without cost to the City. Such dedication of streets shall occur at the time of City approval of each subdivision plat within the Property; however, Annexor agrees to dedicate such rights of way at an earlier time when determined by the City to be required for commencement of construction of such streets or for extension of utilities. An earlier dedication shall not relieve Annexor of its obligation to improve streets as provided herein.

2.2 Annexor agrees to convey to the City an easement in gross adjoining arterials, highways, and expressways to provide necessary cut and fill to establish the grade on a one-foot incline for every three-feet (3') of distance. Said easement shall be released to Annexor at such time as the adjacent property is filled and maintained at grade.

2.3 Annexor agrees to include the Property in districts or other mechanisms established by the City for improvement of roadways.

2.4 Annexor will pay or escrow the proportional share of the traffic signalization cost of perimeter and internal streets necessitated by the associated development as determined by an approved traffic impact analysis or by the City traffic engineer at such time as is required by City Code.

3. WATER AND SEWER

3.1 Annexor shall be responsible for design and construction of all Water Distribution Lines, Sewer Collection Lines, pump stations, lift stations and all associated appurtenances required to serve their Property.

3.2 Sanitary Sewer.

3.2.1 The Annexor will be required to install and dedicate to the City regional infrastructure including Water Transmission Lines, Water Pump Stations, Sewer Interceptor Lines, Sewer Pump Stations, and all ancillary facilities required to serve the Property in accordance with the most recent respective City Specifications and citywide utility master plan.

3.2.2 The Annexor and the City acknowledge that there is currently no City sanitary sewer service planned to be available at the property in the near future. Until the City sanitary sewer service is constructed to the site, the site will initially manage its sanitary sewer flow through a mutually agreed-upon interim sanitary solution. Such interim solution shall be one that returns the potable

source of supply to an Aurora Water gravity Sanitary Sewer System, such as a wastewater lift station. If no such viable solution is found, that can reasonably return the potable source of supply to the Aurora Water gravity Sanitary Sewer System or Metro Wastewater System, as mutually agreed upon by both parties, then other interim solutions that do not return supply, such as an interim package plant, shall be allowed. It is understood that any interim sanitary solution is temporary, and once the City sanitary sewer service becomes available, to within ¼ mile of the site, the site will be updated to connect to this service. These solutions will be detailed in the Sandy Point Master Utility Report or any subsequent Utility Letters.

3.2.3 Furthermore, the Annexor and the City recognize the necessity of a future regional wastewater lift station, in the vicinity of the Property, to support the future City sanitary sewer main. The City and the Annexor will discuss the potential of locating such a regional wastewater lift station on the Property, including, but not limited to, the potential of locating such regional wastewater lift station on a 5-acre parcel on the Property along Hayesmount Road. The specifics of any regional wastewater lift station will be agreed upon in the Sandy Point Master Utility Report or in a separate agreement between the parties. The costs associated with the construction of such a regional wastewater lift station will be borne by the City.

3.2.4 Annexor agrees to dedicate to the City all necessary unobstructed utility easements needed to operate and maintain water and sanitary sewer infrastructure to serve the Property, or for regional infrastructure through or on the Property. Annexor shall grant additional temporary construction easements for installation of utility infrastructure where required by the City. Annexor agrees to develop and provide to the City for review and approval prior to platting of the Property a master utilities plan for the annexed area. The master utilities plan shall describe collection facilities, distribution facilities, ancillary facilities and all appurtenances required to serve the development as well as regional infrastructure required by City Master Plans. Regional infrastructure alignments shall be based on quarter section or planned rights-of-way as identified in the latest City transportation master plan.

3.3 Subject to Section 3.4 herein, the City shall provide offsite water and sewer service infrastructure to the Property after notification of need by Annexor as required for development of the Property but not before the timing identified in the most recent respective water or wastewater master plan. In the event Annexor desires to complete the development of any portion of the annexed lands prior to City's installation of offsite infrastructure and where the offsite infrastructure is Regional as defined by City Code, the Annexor may enter into a separate agreement whereby the City may reimburse Annexor for a portion of design and construction of said improvements.

3.4 Annexor agrees to pay to City all applicable fees per the most recent published fee schedule and timing established therein. The fee amount shall be that in effect at

the time of payment. Nothing in this document limits the City from charging all necessary and appropriate fees. Annexor shall be responsible for all necessary and appropriate fees regardless of whether they are specifically mentioned herein.

3.5 There shall be no duty or obligation upon the City to furnish water or sanitary sewer facilities to the area sought to be annexed until such time as, in the sole discretion of City, sufficient acreage has been annexed and fees paid for extension of water and sewer facilities and to provide services to a sufficient number of inhabitants within the areas so as to make the construction and establishment of such services feasible. The City's obligation to provide water is subject to any water restrictions and rate modifications that the City Council enacts under its general police power including, but not limited to, drought management plans and regulations adopted by the City Council and/or the General Manager of the Water Department pursuant to City Code. Notwithstanding the foregoing, or anything else to the contrary, Annexor has the right to withdraw their annexation petition in the event that the City is unable to provide sufficient water facilities to the Property.

3.6 Notwithstanding the fees provided in this Article III, if provision of water and sewer services requires payment of fees or charges to regional or metropolitan service agencies or other third-party authorities, Annexor shall provide such funds as and when required by such service agency.

3.7 Annexor will pay connection fees as are required by the City at the time identified in the most recently published fee schedule. Annexor agrees that all promises of water and sanitary sewer service made by this Agreement are subject to any water and sewer tap allocation program of the City, and are uniformly applied subject to any other general restrictions of the City, or regional service agencies, relating to the provision of water and sanitary sewer service.

3.8 Accompanying the Petition for Annexation, Annexor shall deliver to City copies of special warranty deed(s) for the non-tributary and not non-tributary water within the Dawson, Denver, Arapahoe, and Laramie-Fox Hills aquifers that lie beneath Annexor's Property, along with an affidavit(s) by Annexor that the original fully executed deeds conveying ownership, right and title to the ground water will be delivered to the City prior to scheduling of the final reading and approval of the annexation by City Council. In addition to standard warranties of a deed of this type, the special warranty deed shall specifically warrant that the grantor or previous owners had not divested any ownership, right or title to the subject non-tributary and not non-tributary ground water prior to its conveyance to the City. The special warranty deed shall be substantially in the form of the sample deed attached hereto as **Exhibit C** and shall be held in escrow until the annexation is approved by City Council.

3.9 Annexor grants in perpetuity to the City the sole and exclusive right to claim, own, withdraw, appropriate, and use any and all water within the Dawson, Denver, Arapahoe, and Laramie-Fox Hills aquifers underlying the Property. Annexor

irrevocably consents in perpetuity, pursuant to Section 37-90-137(4) of the Colorado Revised Statutes, as now existing or as later amended, to the withdrawal, appropriation, and use by the City of all such water, and agrees to execute any additional or supplemental consents thereto that may be required for the City to withdraw, appropriate, or use said water.

3.10 Annexor agrees that if it does not have the sole and exclusive right to any or all of the non-tributary and not non-tributary water that lies beneath the Property and for this reason or for other reasons, cannot comply with the requirements set forth in paragraphs 3.8 and 3.9, above, Annexor must satisfy the following requirements:

3.10.1 Accompanying the Petition for Annexation, Annexor must deliver to the City an affidavit by the Annexor stating the Annexor's current knowledge of the ownership of the non-tributary and not non-tributary ground water underlying the Property that cannot be conveyed to the City; and

3.10.2. Prior to the scheduling of the City Council meeting for final reading and approval of the annexation ordinance, Annexor shall deliver the following to the City:

3.10.2.1. A report containing the following information to be prepared by a person skilled in the knowledge of water rights: 1) the amount of ground water underlying the Property available for appropriation using parameters and information developed by the State Engineer, as well as more site specific information, if available; 2) the amount of ground water underlying the Property that was appropriated prior to July 6, 1973; 3) a description of any decreed rights to ground water underlying the Property and 4) any other information relevant to the use and ownership of the ground water underlying the Property; and

3.10.2.2. The monetary value of the ground water underlying the Property that is the value shall be determined based on the amount of ground water underlying the Property as determined in the report prepared pursuant to subparagraph 3.10.2.1., above, and the ground water values as determined by the Water Department; and

3.10.2.3 A special warranty deed satisfying the requirements of section 3.8 and 3.9 for the ground water rights that lies beneath the Property and can be conveyed from the annexor to the City.

3.11. The General Manager of the Water Department shall make a determination if Annexor has satisfied the requirements set forth in paragraphs 3.6 through 3.10., above, and in his/her sole discretion may modify the requirements if justified by special circumstances.

3.12. The drilling of water wells upon the Property shall not be commenced or undertaken without the prior written approval of the Aurora Water General Manager.

To the extent that the City wishes to drill wells on the Property, the City agrees the location of such wells shall not affect materially the development plan. Annexor agrees to convey necessary easements to City for wells.

4. STORM DRAINAGE

4.1 Annexor shall be responsible for design and construction of all major, minor and regional stormwater infrastructure required by City Code, City master plans, and City Specifications.

4.2 Annexor shall pay the fees required by the most recently published fee schedule and at the timing identified therein.

4.2 In the event Annexor desires to complete the development of any portion of the annexed lands prior to completion of applicable Regional Drainage Facilities by the City, Annexor may make those improvements at its own expense. At its option, and subject to a separate agreement, the City may agree to reimburse Annexor at a future date for Annexor's cost, or a portion thereof, for construction of said improvements.

4.3 Annexor shall be responsible for the design and construction of Major and Minor Drainage Facilities as identified in the corresponding Major Basin Master Drainage Study, Outfall Systems Plan, and/or Local Master Drainage Study.

4.4 It shall be the responsibility of Annexor, at its sole expense, to provide adequate drainage, control, and conveyance of storm water as described in Section 138-366 of the City Code. Annexor shall dedicate all land within the 100-year floodplain plus the additional area needed to provide conveyance of runoff including freeboard as defined in Section 138-366 of the City Code and/or the high-functioning/low maintenance channel width as identified by Mile High Flood District, whichever is greater, at the time of platting of any property located adjacent to the floodplain.

4.5 Annexor agrees to dedicate to the City all necessary unobstructed drainage easements as required by the City for private stormwater infrastructure and for regional infrastructure through or on the Property. Annexor shall grant additional temporary construction easements for installation of regional utility infrastructure where required by the City.

5. CROSSINGS

5.1 The parties mutually agree that whenever it is found and determined by the City that a crossing of drainage way, existing or proposed roadway, railroad, or any impediment to a roadway is required within the Property, the City shall specify design criteria, and Annexor shall construct the crossing, including transition improvements, in conjunction with the development of the Property. The crossings required for the described Property shall be constructed in conformance with City standards.

5.2 If a crossing is required on the exterior boundary of the Property, Annexor shall be responsible for its proportionate share of the construction cost as determined by the City.

6. PUBLIC LAND DEDICATION

6.1 Annexor agrees to dedicate land to the City to be used for public purposes, or pay cash-in-lieu of land if required by the City. The dedication of public land intended for parks and open space purposes shall comply with the requirements of the City Code as may be subsequently amended by the City Council. Land dedicated for public uses other than parks and open spaces shall equal one percent (1%) of residentially-zoned property and two percent (2%) of the property zoned non-residential. Dedication of public land for parks and open space purposes shall occur, by subdivision plat or separate document at the discretion of the City, at time of first subdivision plat within the Property or in accordance with timing/phasing requirements specified in a planning document for the Property approved by the City. All dedicated lands shall be platted by Annexor at the time of dedication in accordance with the City's subdivision regulations. The external boundaries of the dedicated land shall be monumented on the ground as required by the City Code.

6.2 In the event Annexor dedicates land within the Property pursuant to Section 6.1, Annexor shall meet all the standards for acceptance by the City as enumerated herein. All such dedicated or conveyed real property shall be dedicated for the perpetual use and benefit of the public by the dedication language of the relevant subdivision plat or shall be conveyed to the City by general warranty deed free and clear of mortgages, deeds of trust, and other liens of whatever sort, and be free and clear of other restrictions, reservations, exceptions, covenants, easements, rights-of-way, severed mineral interests and other encumbrances (except easements of record), and other encumbrances or natural conditions, except for those to which the City had no reasonable objection in light of the intended use of the site, at no monetary cost to the City. Said land shall have zoning to permit the intended use.

6.3 In the event the City requires cash-in-lieu of land dedication pursuant to Section 6.1, Annexor shall pay money to the City in an amount equal to the fair market value of the land required for parks and open spaces. Said fair market value shall be based on the amount of land as if vacant, zoned for the intended use(s) and with public improvements, including but not limited to water, sanitary sewer, storm drainage, streets, curb, gutter and sidewalk, available to the perimeter of the property being valued.

6.4 Promptly upon applying for any subdivision plat within the Property, the approval of which will trigger any cash-in-lieu of land dedication payment, Annexor shall notify the City and commence negotiations to agree upon the amount of said payment. If available, Annexor- shall submit to the City a copy of an appraisal from a certified general appraiser on the subject land current within six months of the date of submittal. If the parties cannot agree upon the amount of any cash-in-lieu payment

required by this Agreement, each party shall appoint an appraiser of its choosing, whose fees shall be paid by the appointing party. If the two appraisers thus appointed cannot agree on the amount, they shall jointly appoint a third appraiser whose fees shall be paid half by Annexor and half by the City. The amount shall be the average of the two appraisal amounts (out of three appraisals) that are closest to one another in value. Until the amount is established as provided in this Section 6.4, the City shall not approve the plat that triggers the cash-in-lieu payment at issue to proceed to final approval. The City agrees to respond with reasonable promptness in all matters regarding determination under this Section 6.4 so as to minimize the platting delay, if any, to Annexor.

6.5 Annexor agrees that if between the time of annexation and subdividing, any of the described Property is rezoned from a nonresidential to a residential classification, or a residential zoned area is rezoned to a higher density, the City may require additional land dedications or cash-in-lieu of land dedication at the time of subdivision platting.

6.6 To the extent the described Property is to be zoned residential, Annexor shall dedicate land for public schools as required by City Code Section 147-48. All land dedication or cash-in-lieu of land dedication for schools shall be due at the time of the platting of the first residential subdivision. Land dedicated for schools shall comply with the requirements of City Code.

6.7 Annexor agrees that lands to be dedicated for parks and open spaces and public purposes shall include all site and public improvements including, but not limited to water, sanitary sewer, storm drainage, streets, curb, gutter and sidewalk. Annexor shall install such improvements when determined by the City to be necessary. (Alternatively, if determined by the City at the time of conveyance that the improvements are not needed at that time, then Annexor shall enter into a separate agreement specifying when and how the improvements will be made). No lands to be dedicated for public purposes shall be disturbed by Annexor in any manner to disrupt the natural landscape, unless first approved by the City. Annexor agrees that all lands donated to the City shall not be used as a borrow pit or fill area. Any sites dedicated for public purposes, but disturbed due to grading of adjacent sites, or lands within the floodplain disturbed due to storm drainage improvements, must be successfully planted or seeded by Annexor with native grasses acceptable to City to prevent erosion.

6.8 Annexor agrees to pay to City the Park Development Fee.

7. OIL AND GAS

7.1 Annexor agrees to comply with all City Code sections, and duly adopted rules, regulations, policies, procedures and standards related to any and all oil and gas infrastructure including but not limited to existing or future wells, pads sites, capped or abandoned wells, pipelines or any and all other appurtenances related to oil and

gas operations, whether active or inactive.

8. URBAN SERVICES

8.1 Annexor agrees, pursuant to City Code Section 146-301, that the annexation of the Property to the City shall not create any additional cost or impose additional burden on the existing residents of the City to provide such public facilities and services to the Property after annexation. Annexor agrees that it shall be responsible for mitigating such impacts through compliance with standards and payment of fees that are adopted by the City Council, and that are generally applied and uniform in application to similarly situated properties. The standards and fees will be used to provide adequate public facilities and services to the development. Annexor shall pay the Capital Impact Fee for residential development as established by ordinance for the dwellings to be constructed within the Property.

8.2 Annexor shall petition for exclusion from any fire protection district that is reflected within the County Assessor's "Certificate of Taxes Due" upon completion of the annexation and approval of zoning. Annexor will use reasonable efforts to complete the exclusion and obtain the exclusion order before the first subdivision plat for the Property is approved by the City. At no cost to the City, the City agrees to cooperate and assist with Annexor's efforts to complete exclusion from the fire protection district. City shall provide fire protection upon exclusion of the property from the district. It is expressly understood that the City may be unable to provide fire protection to any of the annexed land prior to the installation of required fire hydrants by Annexor.

8.3 If the area of the herein described annexation lies wholly or partially within a legally constituted water, sanitation, or water and sanitation district, there shall be no obligation on the part of the City to provide such utilities services to the areas within any such district, unless it is done by mutual agreement between the City and such district. However, if requested by the City, Annexor shall petition for exclusion from the district. In the event of exclusion, the City shall assume responsibility for service to the annexed area, and Annexor shall comply with all applicable utilities service provisions contained herein.

8.4 Annexor shall pay the Siren Fee established by City Council, at the time of subdivision plat approval to be used by the City to fund emergency warning sirens in the area. If requested by City, Annexor shall provide a minimum of ten (10) foot by ten (10) foot easement to locate the siren and tower.

9. GENERAL PROVISIONS

9.1 In accordance with Section 8.5 below, this Agreement shall be recorded with the Clerk and Recorder in Adams County, Colorado, shall run with the land, and shall be binding upon and inure to the benefit of the heirs, successors, and assigns of the parties hereto. Annexor shall have the right to assign or transfer all or any portion of its interest, right, obligations under this Agreement to third parties acquiring an

interest or estate in the Property, or of any improvements now or hereafter located on the Property, provided that to the extent Annexor assigns any of its obligations under this Agreement, the assignee of such obligations shall expressly assume such obligations. The express assumption of any of Annexor's obligations under this Agreement by its assignee or transferee shall, upon written notice to the City, thereby relieve Annexor of any further obligations under this agreement with respect to the matter so assumed. Annexor shall notify the City of assignments and the names of assignees. Every part of the Property shall at all times remain subject to all the obligations of this Agreement with respect to each and every part of the Property.

9.2 In order to facilitate construction of improvements and subject to the City's rights of review and approval under the laws of the State of Colorado and the City Code, City will consider the creation of one or more districts including, but not limited to special and general improvement districts authorized pursuant to Title 31, C.R.S., and special districts authorized pursuant to Title 32, C.R.S., to provide for the financing of public improvements. Annexor agrees that any special district established within the Property shall not levy, charge, or collect a sales tax, nor shall such district apply for or request Colorado Conservation Trust Funds as supplemented by the state lottery.

9.3 By entering into this Agreement, the City does not repeal any existing codes or ordinances, nor does the City intend to waive, limit, or impair its legislative, governmental, or police powers to adopt ordinances and regulations that apply to the property. No term or provision of this Agreement shall prohibit the enactment by the City Council or future City Councils of any fee, assessment, or ordinance applicable to the Property that is of general application to properties similarly situated.

9.4 No right or remedy of disconnection of the described Property from the City shall accrue from this Agreement, other than that provided by UDO §5.4.1.B. In the event the Property or any portion thereof is disconnected at Annexor's request, City shall have no obligation to serve the disconnected Property and this Agreement shall be void and of no further force and effect as to such Property.

9.5 This Agreement will not be recorded prior to the occurrence of final, non-appealable approval after expiration of all Legal Challenge periods applicable to the Approvals.

9.5.1. If annexation of the Property, any portion thereof, and/or any of the other Approvals is subjected to a Legal Challenge (whether by referendum or court action), the City and Annexor will be bound during the pendency of the Legal Challenge only by those provision of this Agreement that govern the parties' obligations prior to recording of this Agreement as contemplated in Section 8.1 above; provided, however, all provisions of this Agreement that govern the parties' obligations after recording of this Agreement as contemplated in Section 8.1 above, together with the duties and obligations of each party, shall be suspended pending the outcome of the Legal Challenge.

9.5.2. If a Legal Challenge results in a final, non-appealable invalidation of the Property's annexation, then this Agreement and all provisions contained herein shall be null and void and of no further effect.

9.5.3. If a Legal Challenge to any of the other Approvals results in a final, non-appealable invalidation of such Approval(s), the City and Annexor shall cooperate to cure the legal defect that resulted in such invalidation such that annexation of the Property may be made legally effective in accordance with the terms and conditions of the Petition.

9.5.3.1. Upon such cure this Agreement shall be deemed to be an agreement to annex the Property to the City pursuant to Section 31-12-121 of the Colorado Revised Statutes. As and when the Property becomes eligible for annexation as determined by City, Annexor shall reapply for annexation by submitting a petition for annexation in a form that is materially consistent with the Petition.

9.5.3.2. If the City and Annexor are unable to cure the legal defect such that annexation of the Property may be made legally effective in accordance with the terms and conditions of the Petition, the Petition shall be deemed withdrawn and annexation of the Property shall not proceed or be made legally effective.

9.5.4 If a Legal Challenge to annexation of the Property or to any of the other Approvals results in a final, non-appealable validation of the annexation or other Approvals, Annexor and the City shall be bound by all terms and provisions of this Agreement and, in accordance with the terms of the Petition, this Agreement shall be legally binding on the Property from and after the date on which this Agreement is recorded in pursuant to Section 8.1 above.

9.6 It is understood and agreed by the parties hereto that if any part, term, or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Colorado, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

9.7 All fees recited in this Agreement shall be subject to amendment by the City Council. Any amendment to fees shall be incorporated into this Agreement as if originally set forth herein. Nothing in this Agreement shall prevent, prohibit, diminish, or impair the City's home rule governmental authority to adopt fees or regulations to address the impacts of development.

9.8 Annexor agrees to include the Property in special and general improvement districts as may be organized by the City at any time pursuant to the provisions of Title 31, Article 25, Parts 5 and 6, of the Colorado Revised Statutes.

9.9 This instrument embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto. Except as provided in Section 8.8, there shall be no modification of this Agreement except in writing, executed with the same formalities as this instrument. Subject to the condition's precedent herein, this Agreement may be enforced in any court of competent jurisdiction.

9.10 This Agreement shall terminate and expire upon the completion of the development of the Property and satisfaction of all the obligations herein. Thereafter, so long as the Property is located within the municipal boundaries of the City, it shall continue to be subject to the charter, ordinances, and rules and regulations of the City.

9.11 It is expressly understood and agreed that enforcement of the terms and conditions this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties hereto, their heirs, successors, and assigns, and nothing contained in this Agreement shall give or allow any claim or right of action by any other or third person under this Agreement. It is the express intention of the Parties that any person other than the Parties receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

9.12 Any and all obligations of the City for water, sewer, and drainage improvements shall be the sole obligation of the City's Utility Enterprise and as such, shall not constitute a multiple fiscal year direct or indirect debt or other financial obligation of the City within the meaning of any constitutional, statutory, or charter limitation. Any and all obligations of the City for public improvements other than water, sewer, and storm drainage improvements shall be subject to annual appropriation by the City Council.

9.13 In the event of breach or default by the City, the sole remedies hereunder shall be the equitable remedies of specific performance or injunction. Annexor hereby waives any rights to money damages for any such breach or default.

[***Signature pages follow***]

IN WITNESS WHEREOF, Annexor and the City have executed this Agreement as of the day and year first above written.

ANNEXOR:

SCM-GRP Van Schaak, LLLP,
an Arizona limited liability limited partnership
By: Strategic Capital Management, LLLP,
an Arizona limited liability limited partnership
Its: General Partner
By: Strategic Capital Management AZ, L.L.C.,
an Arizona limited liability company
Its: General Partner
By: Emerson Investments LLC,
an Arizona limited liability company
Its: Member

By: _____
Michael T. Cowley, Member

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was ACKNOWLEDGED before me this 17th day of April, 2025, by Michael T. Cowley, the member of Emerson Investments, the member of Strategic Capital Management AZ, LLC, the general partner of Strategic Capital Management, LLLP, the general partner of **SCM – GRP Van Schaak, LLLP**, an Arizona limited liability limited partnership, on behalf of such entity.

6-5-27
_____
Notary Expiration Date

_____
Notary Public

Nicole Yvette Hernandez
Notary Public
Maricopa County, Arizona
My Comm. Expires 06-05-27
Commission No. 651070

IN WITNESS WHEREOF, Annexor and the City have executed this Agreement as of the day and year first above written.

ANNEXOR:

SCM-POG, LLLP,
an Arizona limited liability limited partnership
By: Strategic Capital Management, LLLP,
an Arizona limited liability limited partnership
Its: General Partner
By: Strategic Capital Management AZ, L.L.C.,
an Arizona limited liability company
Its: General Partner
By: Emerson Investments LLC,
an Arizona limited liability company
Its: Member

By: _____
Michael T. Cowley, Member

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was ACKNOWLEDGED before me this 17th day of April, 2025, by Michael T. Cowley, the member of Emerson Investments, the member of Strategic Capital Management AZ, LLC, the general partner of Strategic Capital Management, LLLP, the general partner of **SCM – POG, LLLP**, an Arizona limited liability limited partnership, on behalf of such entity.

6-5-27
Notary Expiration Date

_____
Notary Public

Nicole Yvette Hernandez
Notary Public
Maricopa County, Arizona
My Comm. Expires 06-05-27
Commission No. 651070

IN WITNESS WHEREOF, Annexor and the City have executed this Agreement as of the day and year first above written.

ANNEXOR:

SCM-Watts Holdings, LLLP,
an Arizona limited liability limited partnership
By: Strategic Capital Management, LLLP,
an Arizona limited liability limited partnership
Its: General Partner
By: Strategic Capital Management AZ, L.L.C.,
an Arizona limited liability company
Its: General Partner
By: Emerson Investments LLC,
an Arizona limited liability company
Its: Member

By: _____
Michael T. Cowley, Member

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was ACKNOWLEDGED before me this 17th day of April, 2025, by Michael T. Cowley, the member of Emerson Investments, the member of Strategic Capital Management AZ, LLC, the general partner of Strategic Capital Management, LLLP, the general partner of **SCM – Watts Holdings, LLLP**, an Arizona limited liability limited partnership, on behalf of such entity.

6-5-27
_____
Notary Expiration Date

_____
Notary Public

Nicole Yvette Hernandez
Notary Public
Maricopa County, Arizona
My Comm. Expires 06-05-27
Commission No. 651070

IN WITNESS WHEREOF, Annexor and the City have executed this Agreement as of the day and year first above written.

ANNEXOR:

SCM-Edgewood, LLLP,
an Arizona limited liability limited partnership
By: Strategic Capital Management, LLLP,
an Arizona limited liability limited partnership
Its: General Partner
By: Strategic Capital Management AZ, L.L.C.,
an Arizona limited liability company
Its: General Partner
By: Emerson Investments LLC,
an Arizona limited liability company
Its: Member

By: _____
Michael T. Cowley, Member

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was ACKNOWLEDGED before me this 17th day of April, 2025, by Michael T. Cowley, the member of Emerson Investments, the member of Strategic Capital Management AZ, LLC, the general partner of Strategic Capital Management, LLLP, the general partner of **SCM – Edgewood, LLLP**, an Arizona limited liability limited partnership, on behalf of such entity.

6-5-27
_____
Notary Expiration Date

_____
Notary Public

Nicole Yvette Hernandez
Notary Public
Maricopa County, Arizona
My Comm. Expires 06-05-27
Commission No. 651070

IN WITNESS WHEREOF, Annexor and the City have executed this Agreement as of the day and year first above written.

ANNEXOR:

SCM-JC Zaharis, LLLP,
an Arizona limited liability limited partnership
By: Strategic Capital Management, LLLP,
an Arizona limited liability limited partnership
Its: General Partner
By: Strategic Capital Management AZ, L.L.C.,
an Arizona limited liability company
Its: General Partner
By: Emerson Investments LLC,
an Arizona limited liability company
Its: Member

By: _____
Michael T. Cowley, Member

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was ACKNOWLEDGED before me this 17th day of April, 2025, by Michael T. Cowley, the member of Emerson Investments, the member of Strategic Capital Management AZ, LLC, the general partner of Strategic Capital Management, LLLP, the general partner of **SCM – JC Zaharis, LLLP**, an Arizona limited liability limited partnership, on behalf of such entity.

6-5-27
_____
Notary Expiration Date

_____
Notary Public

Nicole Yvette Hernandez
Notary Public
Maricopa County, Arizona
My Comm. Expires 06-05-27
Commission No. 651070

IN WITNESS WHEREOF, Annexor and the City have executed this Agreement as of the day and year first above written.

ANNEXOR:

SCM-Hess Meyers, LLLP,
an Arizona limited liability limited partnership
By: Strategic Capital Management, LLLP,
an Arizona limited liability limited partnership
Its: General Partner
By: Strategic Capital Management AZ, L.L.C.,
an Arizona limited liability company
Its: General Partner
By: Emerson Investments LLC,
an Arizona limited liability company
Its: Member

By: _____
Michael T. Cowley, Member

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was ACKNOWLEDGED before me this 17th day of April, 2025, by Michael T. Cowley, the member of Emerson Investments, the member of Strategic Capital Management AZ, LLC, the general partner of Strategic Capital Management, LLLP, the general partner of **SCM – Hess Meyers, LLLP**, an Arizona limited liability limited partnership, on behalf of such entity.

6-5-27
_____
Notary Expiration Date

_____
Notary Public

Nicole Yvette Hernandez
Notary Public
Maricopa County, Arizona
My Comm. Expires 06-05-27
Commission No. 651070

IN WITNESS WHEREOF, Annexor and the City have executed this Agreement as of the day and year first above written.

ANNEXOR:

SCM-A&C, LLLP,
an Arizona limited liability limited partnership
By: Strategic Capital Management, LLLP,
an Arizona limited liability limited partnership
Its: General Partner
By: Strategic Capital Management AZ, L.L.C.,
an Arizona limited liability company
Its: General Partner
By: Emerson Investments LLC,
an Arizona limited liability company
Its: Member

By: _____
Michael T. Cowley, Member

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was ACKNOWLEDGED before me this 17th day of April, 2025, by Michael T. Cowley, the member of Emerson Investments, the member of Strategic Capital Management AZ, LLC, the general partner of Strategic Capital Management, LLLP, the general partner of **SCM – A&C, LLLP**, an Arizona limited liability limited partnership, on behalf of such entity.

6-5-27
_____
Notary Expiration Date

_____
Notary Public

Nicole Yvette Hernandez
Notary Public
Maricopa County, Arizona
My Comm. Expires 06-05-27
Commission No. 651070

IN WITNESS WHEREOF, Annexor and the City have executed this Agreement as of the day and year first above written.

ANNEXOR:

SCM- Ducats, LLLP,
an Arizona limited liability limited partnership
By: Strategic Capital Management, LLLP,
an Arizona limited liability limited partnership
Its: General Partner
By: Strategic Capital Management AZ, L.L.C.,
an Arizona limited liability company
Its: General Partner
By: Emerson Investments LLC,
an Arizona limited liability company
Its: Member

By: _____
Michael T. Cowley, Member

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was ACKNOWLEDGED before me this 1st day of April, 2025, by Michael T. Cowley, the member of Emerson Investments, the member of Strategic Capital Management AZ, LLC, the general partner of Strategic Capital Management, LLLP, the general partner of **SCM – Ducats, LLLP**, an Arizona limited liability limited partnership, on behalf of such entity.

6-5-27
Notary Expiration Date

Notary Public

Nicole Yvette Hernandez
Notary Public
Maricopa County, Arizona
My Comm. Expires 06-05-27
Commission No. 651070

IN WITNESS WHEREOF, Annexor and the City have executed this Agreement as of the day and year first above written.

ANNEXOR:

SCM- Fassero, LLLP,
an Arizona limited liability limited partnership
By: Strategic Capital Management, LLLP,
an Arizona limited liability limited partnership
Its: General Partner
By: Strategic Capital Management AZ, L.L.C.,
an Arizona limited liability company
Its: General Partner
By: Emerson Investments LLC,
an Arizona limited liability company
Its: Member

By: _____
Michael T. Cowley, Member

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was ACKNOWLEDGED before me this 17th day of April, 2025, by Michael T. Cowley, the member of Emerson Investments, the member of Strategic Capital Management AZ, LLC, the general partner of Strategic Capital Management, LLLP, the general partner of **SCM – Fassero, LLLP**, an Arizona limited liability limited partnership, on behalf of such entity.

6-5-27
_____
Notary Expiration Date

_____
Notary Public

Nicole Yvette Hernandez
Notary Public
Maricopa County, Arizona
My Comm. Expires 06-05-27
Commission No. 651070

IN WITNESS WHEREOF, Annexor and the City have executed this Agreement as of the day and year first above written.

ANNEXOR:

SCM- Cagle OKC, LLLP,
an Arizona limited liability limited partnership
By: Strategic Capital Management, LLLP,
an Arizona limited liability limited partnership
Its: General Partner
By: Strategic Capital Management AZ, L.L.C.,
an Arizona limited liability company
Its: General Partner
By: Emerson Investments LLC,
an Arizona limited liability company
Its: Member

By: _____
Michael T. Cowley, Member

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was ACKNOWLEDGED before me this 17th day of April, 2025, by Michael T. Cowley, the member of Emerson Investments, the member of Strategic Capital Management AZ, LLC, the general partner of Strategic Capital Management, LLLP, the general partner of **SCM – Cagle OKC, LLLP**, an Arizona limited liability limited partnership, on behalf of such entity.

6-5-27
_____
Notary Expiration Date

_____
Notary Public

Nicole Yvette Hernandez
Notary Public
Maricopa County, Arizona
My Comm. Expires 06-05-27
Commission No. 651070

IN WITNESS WHEREOF, Annexor and the City have executed this Agreement as of the day and year first above written.

ANNEXOR:

SCM-Friedman OKC, LLLP,
an Arizona limited liability limited partnership
By: Strategic Capital Management, LLLP,
an Arizona limited liability limited partnership
Its: General Partner
By: Strategic Capital Management AZ, L.L.C.,
an Arizona limited liability company
Its: General Partner
By: Emerson Investments LLC,
an Arizona limited liability company
Its: Member

By: _____
Michael T. Cowley, Member

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was ACKNOWLEDGED before me this 17th day of April, 2025, by Michael T. Cowley, the member of Emerson Investments, the member of Strategic Capital Management AZ, LLC, the general partner of Strategic Capital Management, LLLP, the general partner of **SCM – Friedman OKC, LLLP**, an Arizona limited liability limited partnership, on behalf of such entity.

6-5-27
Notary Expiration Date

_____
Notary Public

Nicole Yvette Hernandez
Notary Public
Maricopa County, Arizona
My Comm. Expires 06-05-27
Commission No. 651070

IN WITNESS WHEREOF, Annexor and the City have executed this Agreement as of the day and year first above written.

ANNEXOR:

SCM- Tibbs OKC, LLLP,
an Arizona limited liability limited partnership
By: Strategic Capital Management, LLLP,
an Arizona limited liability limited partnership
Its: General Partner
By: Strategic Capital Management AZ, L.L.C.,
an Arizona limited liability company
Its: General Partner
By: Emerson Investments LLC,
an Arizona limited liability company
Its: Member

By: _____
Michael T. Cowley, Member

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was ACKNOWLEDGED before me this 17th day of April, 2025, by Michael T. Cowley, the member of Emerson Investments, the member of Strategic Capital Management AZ, LLC, the general partner of Strategic Capital Management, LLLP, the general partner of **SCM – Tibbs OKC, LLLP**, an Arizona limited liability limited partnership, on behalf of such entity.

6-5-27
Notary Expiration Date

Notary Public

Nicole Yvette Hernandez
Notary Public
Maricopa County, Arizona
My Comm. Expires 06-05-27
Commission No. 651070

IN WITNESS WHEREOF, Annexor and the City have executed this Agreement as of the day and year first above written.

ANNEXOR:

SCM- Zaharis, LLLP,
an Arizona limited liability limited partnership
By: Strategic Capital Management, LLLP,
an Arizona limited liability limited partnership
Its: General Partner
By: Strategic Capital Management AZ, L.L.C.,
an Arizona limited liability company
Its: General Partner
By: Emerson Investments LLC,
an Arizona limited liability company
Its: Member

By: _____
Michael T. Cowley, Member

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was ACKNOWLEDGED before me this 17th day of April, 2025, by Michael T. Cowley, the member of Emerson Investments, the member of Strategic Capital Management AZ, LLC, the general partner of Strategic Capital Management, LLLP, the general partner of **SCM – Zaharis, LLLP**, an Arizona limited liability limited partnership, on behalf of such entity.

6-5-27
Notary Expiration Date

Notary Public

Nicole Yvette Hernandez
Notary Public
Maricopa County, Arizona
My Comm. Expires 06-05-27
Commission No. 651070

IN WITNESS WHEREOF, Annexor and the City have executed this Agreement as of the day and year first above written.

ANNEXOR:

SCM- Whiteman, LLLP,
an Arizona limited liability limited partnership
By: Strategic Capital Management, LLLP,
an Arizona limited liability limited partnership
Its: General Partner
By: Strategic Capital Management AZ, L.L.C.,
an Arizona limited liability company
Its: General Partner
By: Emerson Investments LLC,
an Arizona limited liability company
Its: Member

By: _____
Michael T. Cowley, Member

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was ACKNOWLEDGED before me this 17th day of April, 2025, by Michael T. Cowley, the member of Emerson Investments, the member of Strategic Capital Management AZ, LLC, the general partner of Strategic Capital Management, LLLP, the general partner of **SCM – Whiteman, LLLP**, an Arizona limited liability limited partnership, on behalf of such entity.

6-5-27
_____
Notary Expiration Date

_____
Notary Public

Nicole Yvette Hernandez
Notary Public
Maricopa County, Arizona
My Comm. Expires 06-05-27
Commission No. 651070

IN WITNESS WHEREOF, Annexor and the City have executed this Agreement as of the day and year first above written.

ANNEXOR:

SCM- E Whiteman, LLLP,
an Arizona limited liability limited partnership
By: Strategic Capital Management, LLLP,
an Arizona limited liability limited partnership
Its: General Partner
By: Strategic Capital Management AZ, L.L.C.,
an Arizona limited liability company
Its: General Partner
By: Emerson Investments LLC,
an Arizona limited liability company
Its: Member

By: _____
Michael T. Cowley, Member

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was ACKNOWLEDGED before me this 17th day of April, 2025, by Michael T. Cowley, the member of Emerson Investments, the member of Strategic Capital Management AZ, LLC, the general partner of Strategic Capital Management, LLLP, the general partner of **SCM – E Whiteman, LLLP**, an Arizona limited liability limited partnership, on behalf of such entity.

6-5-27
_____
Notary Expiration Date

_____
Notary Public

Nicole Yvette Hernandez
Notary Public
Maricopa County, Arizona
My Comm. Expires 06-05-27
Commission No. 651070

IN WITNESS WHEREOF, Annexor and the City have executed this Agreement as of the day and year first above written.

ANNEXOR:

SCM- Wilson, LLLP,
an Arizona limited liability limited partnership
By: Strategic Capital Management, LLLP,
an Arizona limited liability limited partnership
Its: General Partner
By: Strategic Capital Management AZ, L.L.C.,
an Arizona limited liability company
Its: General Partner
By: Emerson Investments LLC,
an Arizona limited liability company
Its: Member

By: _____
Michael T. Cowley, Member

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was ACKNOWLEDGED before me this 17th day of April, 2025, by Michael T. Cowley, the member of Emerson Investments, the member of Strategic Capital Management AZ, LLC, the general partner of Strategic Capital Management, LLLP, the general partner of **SCM – Wilson, LLLP**, an Arizona limited liability limited partnership, on behalf of such entity.

6-5-27
Notary Expiration Date

Notary Public

Nicole Yvette Hernandez
Notary Public
Maricopa County, Arizona
My Comm. Expires 06-05-27
Commission No. 651070

IN WITNESS WHEREOF, Annexor and the City have executed this Agreement as of the day and year first above written.

ANNEXOR:

SCM- Hampton, LLLP,
an Arizona limited liability limited partnership
By: Strategic Capital Management, LLLP,
an Arizona limited liability limited partnership
Its: General Partner
By: Strategic Capital Management AZ, L.L.C.,
an Arizona limited liability company
Its: General Partner
By: Emerson Investments LLC,
an Arizona limited liability company
Its: Member

By: _____
Michael T. Cowley, Member

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was ACKNOWLEDGED before me this 17th day of April, 2025, by Michael T. Cowley, the member of Emerson Investments, the member of Strategic Capital Management AZ, LLC, the general partner of Strategic Capital Management, LLLP, the general partner of **SCM – Hampton, LLLP**, an Arizona limited liability limited partnership, on behalf of such entity.

6-5-27
Notary Expiration Date

_____
Notary Public

Nicole Yvette Hernandez
Notary Public
Maricopa County, Arizona
My Comm. Expires 06-05-27
Commission No. 651070

IN WITNESS WHEREOF, Annexor and the City have executed this Agreement as of the day and year first above written.

ANNEXOR:

SCM- Neal, LLLP,
an Arizona limited liability limited partnership
By: Strategic Capital Management, LLLP,
an Arizona limited liability limited partnership
Its: General Partner
By: Strategic Capital Management AZ, L.L.C.,
an Arizona limited liability company
Its: General Partner
By: Emerson Investments LLC,
an Arizona limited liability company
Its: Member

By: _____
Michael T. Cowley, Member

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was ACKNOWLEDGED before me this 17th day of April, 2025, by Michael T. Cowley, the member of Emerson Investments, the member of Strategic Capital Management AZ, LLC, the general partner of Strategic Capital Management, LLLP, the general partner of **SCM – Neal, LLLP**, an Arizona limited liability limited partnership, on behalf of such entity.

6-5-27
Notary Expiration Date

_____
Notary Public

Nicole Yvette Hernandez
Notary Public
Maricopa County, Arizona
My Comm. Expires 06-05-27
Commission No. 651070

IN WITNESS WHEREOF, Annexor and the City have executed this Agreement as of the day and year first above written.

ANNEXOR:

SCM- Bloom, LLLP,
an Arizona limited liability limited partnership
By: Strategic Capital Management, LLLP,
an Arizona limited liability limited partnership
Its: General Partner
By: Strategic Capital Management AZ, L.L.C.,
an Arizona limited liability company
Its: General Partner
By: Emerson Investments LLC,
an Arizona limited liability company
Its: Member

By: _____
Michael T. Cowley, Member

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was ACKNOWLEDGED before me this 17th day of April, 2025, by Michael T. Cowley, the member of Emerson Investments, the member of Strategic Capital Management AZ, LLC, the general partner of Strategic Capital Management, LLLP, the general partner of **SCM – Bloom, LLLP**, an Arizona limited liability limited partnership, on behalf of such entity.

6-5-27
Notary Expiration Date

_____
Notary Public

Nicole Yvette Hernandez
Notary Public
Maricopa County, Arizona
My Comm. Expires 06-05-27
Commission No. 651070

IN WITNESS WHEREOF, Annexor and the City have executed this Agreement as of the day and year first above written.

ANNEXOR:

SCM- Dubrul, LLLP,
an Arizona limited liability limited partnership
By: Strategic Capital Management, LLLP,
an Arizona limited liability limited partnership
Its: General Partner
By: Strategic Capital Management AZ, L.L.C.,
an Arizona limited liability company
Its: General Partner
By: Emerson Investments LLC,
an Arizona limited liability company
Its: Member

By: _____
Michael T. Cowley, Member

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was ACKNOWLEDGED before me this 17th day of April, 2025, by Michael T. Cowley, the member of Emerson Investments, the member of Strategic Capital Management AZ, LLC, the general partner of Strategic Capital Management, LLLP, the general partner of **SCM – Dubrul, LLLP**, an Arizona limited liability limited partnership, on behalf of such entity.

6-5-27
Notary Expiration Date

_____
Notary Public

Nicole Yvette Hernandez
Notary Public
Maricopa County, Arizona
My Comm. Expires 06-05-27
Commission No. 651070

IN WITNESS WHEREOF, Annexor and the City have executed this Agreement as of the day and year first above written.

ANNEXOR:

SCM- 440 SVCS, LLLP,
an Arizona limited liability limited partnership
By: Strategic Capital Management, LLLP,
an Arizona limited liability limited partnership
Its: General Partner
By: Strategic Capital Management AZ, L.L.C.,
an Arizona limited liability company
Its: General Partner
By: Emerson Investments LLC,
an Arizona limited liability company
Its: Member

By: _____
Michael T. Cowley, Member

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was ACKNOWLEDGED before me this 17th day of April, 2025, by Michael T. Cowley, the member of Emerson Investments, the member of Strategic Capital Management AZ, LLC, the general partner of Strategic Capital Management, LLLP, the general partner of **SCM – 440 SVCS, LLLP**, an Arizona limited liability limited partnership, on behalf of such entity.

6-5-27
Notary Expiration Date

Notary Public

Nicole Yvette Hernandez
Notary Public
Maricopa County, Arizona
My Comm. Expires 06-05-27
Commission No. 651070

IN WITNESS WHEREOF, Annexor and the City have executed this Agreement as of the day and year first above written.

ANNEXOR:

TK Cowley Investments, LLLP,
an Arizona limited liability limited partnership

By: _____
Monson S. Cowley, General Partner

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was ACKNOWLEDGED before me this 17th day of April, 2025, by Monson S. Cowley, the general partner of **TK Cowley Investments, LLLP**, an Arizona limited liability limited partnership, on behalf of such entity.

6-5-27
_____
Notary Expiration Date

_____
Notary Public

Nicole Yvette Hernandez
Notary Public
Maricopa County, Arizona
My Comm. Expires 06-05-27
Commission No. 651070

IN WITNESS WHEREOF, Annexor and the City have executed this Agreement as of the day and year first above written.

ANNEXOR:

LS Tyler Investments, LLLP,
an Arizona limited liability limited partnership

By: _____
Jacob Tyler, General Partner

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was ACKNOWLEDGED before me this 17th day of April, 2025, by Jacob Tyler, the general partner of **LS Tyler Investments, LLLP**, an Arizona limited liability limited partnership, on behalf of such entity.

6-5-27
Notary Expiration Date

Notary Public

Nicole Yvette Hernandez
Notary Public
Maricopa County, Arizona
My Comm. Expires 06-05-27
Commission No. 651070

IN WITNESS WHEREOF, Annexor and the City have executed this Agreement as of the day and year first above written.

ANNEXOR:

CLK, Inc., an Arizona corporation,
now known as
CLK-NV, LLC,
A Nevada limited liability company

By: _____

Name: CRAIG KRUMWIEDE

Title: MANAGER

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was ACKNOWLEDGED before me this 17th day of April, 2025, by Craig L. Krumwiede, the Manager of **CLK-NV, LLC**, a Nevada limited liability company.

6-5-27
Notary Expiration Date

Notary Public

Nicole Yvette Hernandez
Notary Public
Maricopa County, Arizona
My Comm. Expires 06-05-27
Commission No. 651070

IN WITNESS WHEREOF, Annexor and the City have executed this Agreement as of the day and year first above written.

ANNEXOR:

SMT Investors Limited Partnership,
an Arizona limited partnership
By: CCT Investors, LLC,
an Arizona limited liability company
Its: General Partner
By: Cowley Companies, Inc.,
an Arizona corporation
Its: Manager

By: _____
Michael T. Cowley, President

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was ACKNOWLEDGED before me this 17th day of April, 2025, by Michael T. Cowley, President of Cowley Companies Inc., an Arizona corporation, Manager for CCT Investors, LLC, an Arizona limited liability company, General Partner for **SMT Investors Limited Partnership**, an Arizona limited partnership, on behalf of such entity.

6-5-27
_____
Notary Expiration Date

_____
Notary Public

Nicole Yvette Hernandez
Notary Public
Maricopa County, Arizona
My Comm. Expires 06-05-27
Commission No. 651070

IN WITNESS WHEREOF, Annexor and the City have executed this Agreement as of the day and year first above written.

ANNEXOR:

The Cowley Family Foundation

By: _____
Michael T. Cowley, Vice President

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was ACKNOWLEDGED before me this 17th day of April, 2025, by Michael T. Cowley, as Vice President of **The Cowley Family Foundation**.

6-5-27
_____
Notary Expiration Date

_____
Notary Public

Nicole Yvette Hernandez
Notary Public
Maricopa County, Arizona
My Comm. Expires 06-05-27
Commission No. 651070

IN WITNESS WHEREOF, Annexor and the City have executed this Agreement as of the day and year first above written.

ANNEXOR:

Du Haben Investments, LLLP,
an Arizona limited liability limited partnership
By: CCT Investors, LLC,
an Arizona limited liability company
Its: General Partner
By: Cowley Companies, Inc.,
an Arizona corporation
Its: Manager

By: _____
Michael T. Cowley, President

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was ACKNOWLEDGED before me this 17th day of April, 2025, by Michael T. Cowley, President of Cowley Companies Inc., an Arizona corporation, Manager for CCT Investors, LLC, an Arizona limited liability company, General Partner for **Du Haben Investments, LLLP**, an Arizona limited liability limited partnership, on behalf of such entity.

6-5-27
Notary Expiration Date

Notary Public

Nicole Yvette Hernandez
Notary Public
Maricopa County, Arizona
My Comm. Expires 06-05-27
Commission No. 651070

IN WITNESS WHEREOF, Annexor and the City have executed this Agreement as of the day and year first above written.

ANNEXOR:

Vista Hermosa Holdings, LLLP,
an Arizona limited liability limited partnership
By: CCT Investors, LLC,
an Arizona limited liability company
Its: General Partner
By: Cowley Companies, Inc.,
an Arizona corporation
Its: Manager

By: _____
Michael T. Cowley, President

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was ACKNOWLEDGED before me this 17th day of April, 2025, by Michael T. Cowley, President of Cowley Companies Inc., an Arizona corporation, Manager for CCT Investors, LLC, an Arizona limited liability company, General Partner for **Vista Hermosa Holdings, LLLP**, an Arizona limited liability limited partnership, on behalf of such entity.

6-5-27
_____
Notary Expiration Date

_____
Notary Public

Nicole Yvette Hernandez
Notary Public
Maricopa County, Arizona
My Comm. Expires 06-05-27
Commission No. 651070

IN WITNESS WHEREOF, Annexor and the City have executed this Agreement as of the day and year first above written.

ANNEXOR:

Michael T. Cowley as Trustee,
ANC-MTC Irrevocable Trust Dated November 15, 2022

By: _____
Michael T. Cowley, Trustee

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was ACKNOWLEDGED before me this 17th day of April, 2025, by Michael T. Cowley, as Trustee, of **ANC-MTC Irrevocable Trust dated November 15, 2022**, an Arizona trust

6-5-27
Notary Expiration Date

_____
Notary Public

Nicole Yvette Hernandez
Notary Public
Maricopa County, Arizona
My Comm. Expires 06-05-27
Commission No. 651070

IN WITNESS WHEREOF, Annexor and the City have executed this Agreement as of the day and year first above written.

ANNEXOR:

Timothy N. Cowley as Trustee,
ANC-TNC Irrevocable Trust Dated November 15, 2022

By: Timothy N Cowley
Timothy N. Cowley, Trustee

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was ACKNOWLEDGED before me this 17th day of April, 2025, by Timothy N. Cowley, as Trustee, of **ANC-TNC Irrevocable Trust dated November 15, 2022**, an Arizona trust

6-5-27
Notary Expiration Date

Notary Public

Nicole Yvette Hernandez
Notary Public
Maricopa County, Arizona
My Comm. Expires 06-05-27
Commission No. 651070

IN WITNESS WHEREOF, Annexor and the City have executed this Agreement as of the day and year first above written.

ANNEXOR:

Suzette C. Tyler as Trustee,
ANC-SCT Irrevocable Trust Dated November 15, 2022

By: _____
Suzette C. Tyler, Trustee

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was ACKNOWLEDGED before me this 17th day of April, 2025, by Suzette C. Tyler, as Trustee, of **ANC-SCT Irrevocable Trust dated November 15, 2022**, an Arizona trust

6-5-27
_____
Notary Expiration Date

_____
Notary Public

Nicole Yvette Hernandez
Notary Public
Maricopa County, Arizona
My Comm. Expires 06-05-27
Commission No. 651070

IN WITNESS WHEREOF, Annexor and the City have executed this Agreement as of the day and year first above written.

ANNEXOR:

CCT Investors, LLC
an Arizona limited liability company
By: Cowley Companies, Inc.,
an Arizona corporation
Its: Manager

By: _____
Michael T. Cowley, President

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was ACKNOWLEDGED before me this 17th day of April, 2025, by Michael T. Cowley, President of Cowley Companies, Inc., Manager of **CCT Investors, LLC**, an Arizona limited liability company.

6-5-27
Notary Expiration Date

Notary Public

Nicole Yvette Hernandez
Notary Public
Maricopa County, Arizona
My Comm. Expires 06-05-27
Commission No. 651070

IN WITNESS WHEREOF, Annexor and the City have executed this Agreement as of the day and year first above written.

ANNEXOR:

WATTSUP, LLLP
an Arizona limited liability limited partnership
By: CCT Investors, LLC,
an Arizona limited liability company
Its: General Partner
By: Cowley Companies, Inc.,
an Arizona corporation
Its: Manager

By: _____
Michael T. Cowley, President

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was ACKNOWLEDGED before me this 17th day of April, 2025, by Michael T. Cowley, as President of Cowley Companies Inc., an Arizona corporation, Manager for CCT Investors, LLC, an Arizona limited liability company, General Partner for **WATTSUP, LLLP**, an Arizona Limited Liability Limited Partnership, on behalf of such entity

6-5-27
Notary Expiration Date

Notary Public

Nicole Yvette Hernandez
Notary Public
Maricopa County, Arizona
My Comm. Expires 06-05-27
Commission No. 651070

IN WITNESS WHEREOF, Annexor and the City have executed this Agreement as of the day and year first above written.

ANNEXOR:

GYF Investments, LLLP
an Arizona limited liability limited partnership
By: CCT Investors, LLC,
an Arizona limited liability company
Its: General Partner
By: Cowley Companies, Inc.,
an Arizona corporation
Its: Manager

By: _____
Michael T. Cowley, President

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was ACKNOWLEDGED before me this 17th day of April, 2025, by Michael T. Cowley, as President of Cowley Companies Inc., an Arizona corporation, Manager for CCT Investors, LLC, an Arizona limited liability company, General Partner for **GYF Investments, LLLP**, an Arizona Limited Liability Limited Partnership, on behalf of such entity

6-5-27
Notary Expiration Date

Notary Public

Nicole Yvette Hernandez
Notary Public
Maricopa County, Arizona
My Comm. Expires 06-05-27
Commission No. 651070

IN WITNESS WHEREOF, Annexor and the City have executed this Agreement as of the day and year first above written.

ANNEXOR:

Go West Too Defined Benefit Pension Plan,
Dated January 1, 2001

By:_____
Nathan Learner, Trustee

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was ACKNOWLEDGED before me this 17th day of April, 2025, by Nathan Learner, as Trustee, of **Go West Too Defined Benefit Pension Plan Dated January 01, 2001**.

6-5-27
Notary Expiration Date

Notary Public

Nicole Yvette Hernandez
Notary Public
Maricopa County, Arizona
My Comm. Expires 06-05-27
Commission No. 651070

IN WITNESS WHEREOF, Annexor and the City have executed this Agreement as of the day and year first above written.

ANNEXOR:

Nathan Learner, an individual

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was ACKNOWLEDGED before me this 17th day of April, 2025, by Nathan Learner, as an individual.

6-5-27
Notary Expiration Date

Notary Public

Nicole Yvette Hernandez
Notary Public
Maricopa County, Arizona
My Comm. Expires 06-05-27
Commission No. 651070

IN WITNESS WHEREOF, Annexor and the City have executed this Agreement as of the day and year first above written.

ANNEXOR:

Marie Learner

Marie Learner, an individual

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was ACKNOWLEDGED before me this 17th day of April, 2025, by Marie Learner, as an individual.

6-5-27

Notary Expiration Date

Notary Public

Nicole Yvette Hernandez
Notary Public
Maricopa County, Arizona
My Comm. Expires 06-05-27
Commission No. 651070

Exhibit ___

LIST OF ANNEXATION PETITIONERS

SCM- GRP Van Schaak, LLLP, an Arizona limited liability limited partnership,
SCM- POG, LLLP, an Arizona limited liability limited partnership,
SCM- Watts Holdings, LLLP, an Arizona limited liability limited partnership,
SCM- Edgewood, LLLP, an Arizona limited liability limited partnership,
SCM- JC Zaharis, LLLP, an Arizona limited liability limited partnership,
SCM- Hess Myers, LLLP, an Arizona limited liability limited partnership,
SCM- A&C, LLLP, an Arizona limited liability limited partnership,
SCM- Ducats, LLLP, an Arizona limited liability limited partnership,
SCM- Fassero, LLLP, an Arizona limited liability limited partnership,
SCM- Cagle OKC, LLLP, an Arizona limited liability limited partnership,
SCM- Friedman OKC, LLLP, an Arizona limited liability limited partnership,
SCM- Tibbs OKC, LLLP, an Arizona limited liability limited partnership,
SCM- Zaharis, LLLP, an Arizona limited liability limited partnership,
SCM- Whiteman, LLLP, an Arizona limited liability limited partnership,
SCM- E Whiteman, LLLP, an Arizona limited liability limited partnership,
SCM- Wilson, LLLP, an Arizona limited liability limited partnership,
SCM- Hampton, LLLP, an Arizona limited liability limited partnership,
SCM- Neal, LLLP, an Arizona limited liability limited partnership,
SCM- Bloom, LLLP, an Arizona limited liability limited partnership,
SCM- Dubrul, LLLP, an Arizona limited liability limited partnership,
SCM- 440 SVCS, LLLP, an Arizona limited liability limited partnership,
TK Cowley Investments, LLLP, an Arizona limited liability limited partnership,
LS Tyler Investments, LLLP, an Arizona limited liability limited partnership,
CLK-NV, LLC, a Nevada limited liability company,
SMT Investors Limited Partnership, an Arizona limited partnership,
The Cowley Family Foundation,
Du Haben Investments, LLLP, an Arizona limited liability limited partnership,
Vista Hermosa Holdings, LLLP, an Arizona limited liability limited partnership,
Michael T. Cowley, Trustee of the ANC-MTC Irrevocable Trust dated November 15, 2022,
Timothy N. Cowley, Trustee of the ANC-TNC Irrevocable Trust dated November 15, 2022,
Suzette C. Tyler, Trustee of the ANC-SCT Irrevocable Trust dated November 15, 2022,
CCT Investors, LLC, an Arizona limited liability company,
WattsUp, LLLP, an Arizona limited liability limited partnership,
GYF Investments, LLLP, an Arizona limited liability limited partnership,
Go West Too Defined Benefit Pension Plan, dated January 1, 2001,
Nathan Learner, an individual and **Marie Learner**, an individual

IN WITNESS WHEREOF, Annexor and the City have executed this Agreement as of the day and year first above written.

CITY OF AURORA, COLORADO

By_____
MIKE COFFMAN, Mayor

ATTEST:

_____
KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

_____
BRIAN J. RULLA, Assistant City Attorney

4903-2072-8897, v. 1

Exhibit A

LIST OF ANNEXATION PETITIONERS

SCM- GRP Van Schaak, LLLP, an Arizona limited liability limited partnership,
SCM- POG, LLLP, an Arizona limited liability limited partnership,
SCM- Watts Holdings, LLLP, an Arizona limited liability limited partnership,
SCM- Edgewood, LLLP, an Arizona limited liability limited partnership,
SCM- JC Zaharis, LLLP, an Arizona limited liability limited partnership,
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SCM- Friedman OKC, LLLP, an Arizona limited liability limited partnership,
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SCM- Wilson, LLLP, an Arizona limited liability limited partnership,
SCM- Hampton, LLLP, an Arizona limited liability limited partnership,
SCM- Neal, LLLP, an Arizona limited liability limited partnership,
SCM- Bloom, LLLP, an Arizona limited liability limited partnership,
SCM- Dubrul, LLLP, an Arizona limited liability limited partnership,
SCM- 440 SVCS, LLLP, an Arizona limited liability limited partnership,
TK Cowley Investments, LLLP, an Arizona limited liability limited partnership,
LS Tyler Investments, LLLP, an Arizona limited liability limited partnership,
CLK-NV, LLC, a Nevada limited liability company,
SMT Investors Limited Partnership, an Arizona limited partnership,
The Cowley Family Foundation,
Du Haben Investments, LLLP, an Arizona limited liability limited partnership,
Vista Hermosa Holdings, LLLP, an Arizona limited liability limited partnership,
Michael T. Cowley, Trustee of the ANC-MTC Irrevocable Trust dated November 15, 2022,
Timothy N. Cowley, Trustee of the ANC-TNC Irrevocable Trust dated November 15, 2022,
Suzette C. Tyler, Trustee of the ANC-SCT Irrevocable Trust dated November 15, 2022,
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WattsUp, LLLP, an Arizona limited liability limited partnership,
GYF Investments, LLLP, an Arizona limited liability limited partnership,
Go West Too Defined Benefit Pension Plan, dated January 1, 2001,
Nathan Learner, an individual and **Marie Learner**, an individual

Exhibit B

LEGAL DESCRIPTION OF PROPERTY

A PARCEL OF LAND BEING A PART OF THE SOUTHEAST QUARTER AND THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 10, BEING MONUMENTED BY A FOUND 2-3/8 INCH DIAMETER ALUMINUM PIPE WITH A 3-1/4 INCH ALUMINUM CAP STAMPED, "T3S R65W, S10/S11/S15/S14, PLS 13155-1991", FROM WHICH THE SOUTH QUARTER CORNER OF SECTION 10, BEING MONUMENTED BY A FOUND 2-3/8 INCH DIAMETER ALUMINUM PIPE WITH A 3-1/4 INCH ALUMINUM CAP STAMPED, "T3S R65W 1/4 S10/S15 PLS 13155-1991" IS ASSUMED TO BEAR SOUTH 89°26’43" WEST, A DISTANCE OF 2653.30 FEET, WITH ALL BEARINGS HEREIN BEING RELATIVE THERETO;

THENCE SOUTH 89°26'43" WEST ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER OF SECTION 10, A DISTANCE OF 2653.30 FEET TO SAID SOUTH QUARTER CORNER OF SAID SECTION 10;

THENCE SOUTH 89°25'39" WEST ALONG THE SOUTH LINE OF SAID EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 10, A DISTANCE OF 1330.52 FEET TO THE WEST 1/16TH CORNER OF SAID SECTION 10, BEING MONUMENTED BY FOUND A 3-1/4" ALUMINUM CAP STAMPED "REAMS & PATTERSON INC. W 1/16 S10/S15 1990 LS 13239" IN RANGE BOX;

THENCE NORTH 00°28'16" WEST ALONG THE WEST LINE OF SAID EAST HALF, A DISTANCE OF 2648.20 FEET TO THE CENTER WEST 1/16TH CORNER OF SAID SECTION 10, BEING MONUMENTED BY A FOUND 3-1/4" ALUMINUP CAP STAMPED "REAMS PATTERSON W 1-16 C-C S10 1990 LS NO. 13239";

THENCE NORTH 89°22'53" EAST ALONG THE NORTH LINE OF SAID EAST HALF, A DISTANCE OF 1328.24 FEET TO THE CENTER QUARTER CORNER OF SAID SECTION 10, BEING MONUMENTED BY A FOUND NO. 6 REBAR WITH A 3-1/4" ALUMINUM CAP STAMPED "T3S R65W C 1/4 2021 PLS 38534";

THENCE NORTH 89°22'53" EAST ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 2648.67 FEET TO THE EAST QUARTER CORNER OF SAID SECTION 10, BEING MONUMENTED BY A FOUND 2" PIPE WITH A 3-1/4" ALUMINUM CAP STAMPED "JR DEVELOPERS LTD RLS 10377 10/11 DO NOT DISTURB SURVEY MONUMENT;

THENCE SOUTH 00°37'14" EAST ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 2652.21 FEET TO SAID SOUTHEAST CORNER OF SAID SECTION 10 AND THE POINT OF BEGINNING.

SAID PARCEL CONTAINING A CALCULATED AREA OF 10,548,233 SQUARE FEET OR 242.154 ACRES, MORE OR LESS AND BEING SUBJECT TO ANY EXISTING EASEMENTS AND/OR RIGHTS OF WAY OF WHATSOEVER NATURE.