NOTICE OF COUNCIL MEETING

Monday, March 24, 2025

Members of the Aurora City Council will participate in the March 24, 2025 Council Meeting.

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

View or Listen Live

Live streamed at www.auroraTV.org

Youtube.com/TheAuroraChannel

Cable Channels 8 and 880 in Aurora

In-person Participation

Members of the public may attend in-person at the Aurora Municipal Center, Paul Tauer Aurora City Council Chamber, 15151 E. Alameda Pkwy.

Public comment is welcome for items appearing on the agenda or on any matter of city concern. Individuals must appear in person and speak from the podium.

- **Public Comment Listening Session:** Forty (40) minutes are dedicated at 6:00 p.m. to public comment on non-agenda matters of city concern. Individuals may sign up to speak by completing the Public Comment Listening Session online form between 8 a.m. on the Friday before the council meeting, and 1 p.m. on the day of the council meeting, or in person with the city clerk on the day of the council meeting, between 5 p.m. and 5:45 p.m. Individuals are allotted a maximum of two (2) minutes to speak. Verified Aurora residents are given priority and placed before non-resident speakers. Visit the Addressing the City Council webpage for more information.
- **Public Comment on Agenda Item:** Thirty minutes are dedicated to public comment per agenda item, with the exception of Public Hearings. Individuals are invited to comment in support of or to oppose any item listed on the agenda. Those wishing to comment on an agenda item must register in advance by completing the 'Public Comment on Agenda Item' online request form between 8 a.m. on the Friday before the council meeting, and 1 p.m. on the day of the council meeting. Individuals are allotted a maximum of three (3) minutes to speak on items listed on the agenda.

  Those wishing to comment on an agenda item listed under the PUBLIC HEARING category may either register online as noted above, or sign up in person with the clerk starting at 5:00 p.m at the Paul Tauer Aurora City Council Chamber. Sign up must be completed before the Public Hearing agenda item title is read. Visit the Addressing the City Council webpage for more information.

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, March 24, 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, March 24, 2025

EXECUTIVE SESSION

(Closed to the Public)

AURORA ROOM

4:20 p.m.

STUDY SESSION OF THE AURORA CITY COUNCIL

(Open to the Public via live stream in the Paul Tauer Aurora City Council Chamber)

AURORA ROOM

4:45 p.m.

PUBLIC COMMENT LISTENING SESSION

(Open to the Public)

PAUL TAUER AURORA CITY COUNCIL CHAMBER

6:00 p.m.

REGULAR MEETING OF THE AURORA CITY COUNCIL

(Open to the Public)

PAUL TAUER AURORA CITY COUNCIL CHAMBER

6:45 p.m.

AGENDA

Regular Meeting of the Aurora City Council

Monday, March 24, 2025, 6:45 p.m.
Paul Tauer Aurora City Council Chamber
15151 E Alameda Parkway
Aurora, CO 80012

Pages

1. CALL TO ORDER

2. ROLL CALL

3. INVOCATION/MOMENT OF SILENCE

4. PLEDGE OF ALLEGIANCE

5. EXECUTIVE SESSION UPDATE

6. APPROVAL OF MINUTES

   6.a March 10, 2025 Meeting Minutes 12

   6.b March 12, 2025 Meeting Minutes 24

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 Appoint One (1) Member to the Aurora Youth Commission** 34

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

9.c.2 **Consideration to Appoint Two (2) Members to the Board of Adjustment and Appeals** 41

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

9.c.3 **Consideration to Remove One (1) Member from the Civic Engagement Commission** 55

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 **Intergovernmental Agreement (IGA) with South Aurora Regional Improvement Authority (SARIA) for Aurora Parkway Bridge Project** 59

R2025-27 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF AURORA AND THE SOUTH AURORA REGIONAL IMPROVEMENT AUTHORITY REGARDING AURORA PARKWAY EXTENSION – HALF SECTION BRIDGE

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

10.a.2 **Intergovernmental Agreement (IGA) with South Aurora Regional Improvement Authority (SARIA) for Gartrell Bridge Widening Project** 93

R2025- 28 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF AURORA AND THE SOUTH AURORA REGIONAL IMPROVEMENT AUTHORITY REGARDING GARTRELL ROAD IMPROVEMENTS (CONSTRUCTION)

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

10.a.3 **Intergovernmental Agreement (IGA) with South Aurora Regional Improvement Authority (SARIA) for the Gun Club Road Multimodal Improvements Project** 119

R2025-29 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF AURORA AND THE SOUTH AURORA REGIONAL IMPROVEMENT AUTHORITY REGARDING GUN CLUB ROAD MULTIMODAL IMPROVEMENTS – QUINCY TO AURORA PARKWAY (FUNDING CONTRIBUTION)

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

10.a.4 **Intergovernmental Agreement (IGA) between the City of Aurora and Aurora Public Schools for Joint Facility Access** 146

R2025-30 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF AURORA, COLORADO, ACTING BY AND THROUGH THE PARKS, RECREATION AND OPEN SPACE DEPARTMENT, AND THE ADAMS-ARAPAHOE JOINT SCHOOL DISTRICT 28J FOR JOINT FACILITY ACCESS

Wynter Stieger, Manager of Recreation Services, Parks, Recreation and Open Space / Tim Joyce, Assistant City Attorney

10.a.5 **Integrated Water Master Plan 2** 159

R2025-31 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL'S APPROVAL AND ADOPTION OF AURORA WATER'S INTERGRATED WATER MASTER PLAN TWO AS A GUIDANCE DOCUMENT FOR AURORA WATER'S LONG TERM CAPITAL IMPROVEMENT PLANNING

Sponsor: Alison Coombs, Council Member / Françoise Bergan, Council Member

Sarah Young, Assistant General Manager of Planning and Engineering, Aurora Water / Brian Rulla, Assistant City Attorney

10.b **Finalizing of Ordinances**

Ordinances approved unanimously at first reading.

10.b.1 **Designation of 13th Avenue Station Area as a Blighted Area** 166

2025-21 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, DECLARING THE 13TH AVENUE STATION AREA AS A BLIGHTED AREA APPROPRIATE FOR AN URBAN RENEWAL AREA

Sponsor: Angela Lawson, Council Member

Jennifer Orozco, Project Manager, Planning and Business Development / Brian Rulla, Assistant City Attorney

10.b.2 **Eminent Domain to Acquire Real Property for the SC10 SC11 Sanitary Sewer Upgrades Project** 204

2025-22 AN ORDINANCE AUTHORIZING THE CITY OF AURORA, COLORADO, TO EXERCISE THE POWER OF EMINENT DOMAIN FOR AQUISITION OF CERTAIN PROPERTIES FOR AURORA WATER'S SC10 AND SC11 SANITARY SEWER UPGRADES PROJECT

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

10.b.3 **Forrest Trace Metropolitan District No. 1 Service Plan Amendment** 360

2025-23 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO APPROVING AN AMENDMENT TO THE SERVICE PLAN FOR FORREST TRACE METROPOLITAN DISTRICT NO. 1

Michael Kerrigan, Special District Administrator, Development Services / Brian Rulla, Assistant City Attorney

Outside Speaker: Tom George, Spencer Fane LLP

10.b.4 **Forrest Trace Metropolitan District No. 3 Service Plan Amendment** 383

2025-24 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO APPROVING AN AMENDMENT TO THE SERVICE PLAN FOR FORREST TRACE METROPOLITAN DISTRICT NO. 3

Michael Kerrigan, Special District Administrator, Development Services / Brian Rulla, Assistant City Attorney

Outside Speaker: Tom George, Spencer Fane LLP

10.b.5 **Inspiration Metropolitan District Service Plan Amendment** 405

2025-25 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO APPROVING AN AMENDMENT TO THE AMENDED AND RESTATED CONSOLIDATED SERVICE PLAN FOR INSPIRATION METROPOLITAN DISTRICT

Michael Kerrigan, Special District Administrator, Development Services / Brian Rulla, Assistant City Attorney

Outside Speaker: Tom George, Spencer Fane LLP

10.b.6 **Kings Point South Metropolitan District No. 1 Service Plan Amendment** 429

2025-26 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO APPROVING AN AMENDMENT TO THE AMENDED AND RESTATED CONSOLIDATED SERVICE PLAN FOR KINGS POINT SOUTH METROPOLITAN DISTRICT NO. 1

Michael Kerrigan, Special District Administrator, Development Services / Brian Rulla, Assistant City Attorney

Outside Speaker: Tom George, Spencer Fane LLP

10.b.7 **Kings Point South Metropolitan District No. 2 Service Plan Amendment** 451

2025-27 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO APPROVING AN AMENDMENT TO THE AMENDED AND RESTATED CONSOLIDATED SERVICE PLAN FOR KINGS POINT SOUTH METROPOLITAN DISTRICT NO. 2

Michael Kerrigan, Special District Administrator, Development Services / Brian Rulla, Assistant City Attorney

Outside Speaker: Tom George, Spencer Fane LLP

10.b.8 **Kings Point South Metropolitan District No. 3 Service Plan Amendment** 474

2025-28 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO APPROVING AN AMENDMENT TO THE SERVICE PLAN FOR KINGS POINT SOUTH METROPOLITAN DISTRICT NO. 3

Michael Kerrigan, Special District Administrator, Development Services / Brian Rulla, Assistant City Attorney

Outside Speaker: Tom George, Spencer Fane LLP

10.b.9 **The Overlook at Kings Point South Metropolitan District Service Plan Amendment** 496

2025-29 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO APPROVING AN AMENDMENT TO THE SERVICE PLAN FOR THE OVERLOOK AT KINGS POINT SOUTH METROPOLITAN DISTRICT

Michael Kerrigan, Special District Administrator, Development Services / Brian Rulla, Assistant City Attorney

Outside Speaker: Tom George, Spencer Fane LLP

10.b.10 **Prairie Point Metropolitan District No. 1 Service Plan Amendment** 523

2025-30 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO APPROVING AN AMENDMENT TO THE SECOND AMENDED AND RESTATED SERVICE PLAN FOR PRAIRIE POINT METROPOLITAN DISTRICT NO. 1

Michael Kerrigan, Special District Administrator, Development Services / Brian Rulla, Assistant City Attorney

Outside Speaker: Tom George, Spencer Fane LLP

10.b.11 **Prairie Point Metropolitan District No. 2 Service Plan Amendment** 546

2025-31 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO APPROVING AN AMENDMENT TO THE SECOND AMENDED AND RESTATED SERVICE PLAN FOR PRAIRIE POINT METROPOLITAN DISTRICT NO. 2

Michael Kerrigan, Special District Administrator, Development Services / Brian Rulla, Assistant City Attorney

Outside Speaker: Tom George, Spencer Fane LLP

10.b.12 **Prairie Point Metropolitan District No. 3 Service Plan Amendment** 569

2025-32 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO APPROVING AN AMENDMENT TO THE AMENDED AND RESTATED SERVICE PLAN FOR PRAIRIE POINT METROPOLITAN DISTRICT NO. 3

Michael Kerrigan, Special District Administrator, Development Services / Brian Rulla, Assistant City Attorney

Outside Speaker: Tom George, Spencer Fane LLP

10.b.13 **Pronghorn Valley Metropolitan District Service Plan Amendment** 592

2025-33 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO APPROVING AN AMENDMENT TO THE SERVICE PLAN FOR PRONGHORN VALLEY METROPOLITAN DISTRICT

Michael Kerrigan, Special District Administrator, Development Services / Brian Rulla, Assistant City Attorney

Outside Speaker: Tom George, Spencer Fane LLP

10.b.14 **Sorrel Ranch Metropolitan District Service Plan Amendment** 614

2025-34 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO APPROVING AN AMENDMENT TO THE AMENDED AND RESTATED SERVICE PLAN FOR SORREL RANCH METROPOLITAN DISTRICT

Michael Kerrigan, Special District Administrator, Development Services / Brian Rulla, Assistant City Attorney

Outside Speaker: Tom George, Spencer Fane LLP

10.b.15 **Whispering Pines Metropolitan District No. 1 Service Plan Amendment** 639

2025-35 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO APPROVING AN AMENDMENT TO THE SERVICE PLAN FOR WHISPERING PINES METROPOLITAN DISTRICT

Michael Kerrigan, Special District Administrator, Development Services / Brian Rulla, Assistant City Attorney

Outside Speaker: Tom George, Spencer Fane LLP

11. PUBLIC HEARINGS

Public hearings with or without related ordinances.

11.a Urban Cottages Jewell - Zoning Map Amendment 661

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

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

11.b Unified Development Ordinance (UDO) Text Amendment - Process Improvements 692

2025-36 A PUBLIC HEARING AND CONSIDERATION OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, AMENDING SECTIONS 146-5.2, 146-5.3, 146-5.4.1, 146-5.4.2, AND 146-5.4.3 OF THE UNIFIED DEVELOPMENT ORDINANCE PERTAINING TO DEVELOPMENT APPLICATION PROCEDURES FOR MASTER PLANS, SITE PLANS, AND SUBDIVISIONS OF LAND

Jeannine Rustad, Director, Planning and Business Development Services / Lena McClelland, Assistant City Attorney

11.c Unified Development Ordinance (UDO) Text Amendment - New Sign Category, City Property Signs 749

2025-37 A PUBLIC HEARING AND CONSIDERATION OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, AMENDING SECTIONS 146-4.10.13 AND 146-6.2.S AND ADDING SECTION 146-4.10.16 OF THE UNIFIED DEVELOPMENT ORDINANCE PERTAINING TO SIGNS

Brandon Cammarata, Manager, Planning and Business Development / Lena McClelland, Assistant City Attorney

11.d Public Hearing on the 2026 Budget 787

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

12. INTRODUCTION OF ORDINANCES

13. FINALIZING OF ORDINANCES

Ordinances not approved unanimously at first reading.

14. ANNEXATIONS

14.a **Picadilly and Stephen D. Hogan Annexation Findings of Fact** 790

R2025-32 A PUBLIC HEARING AND CONSIDERATION TO APPROVE 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 NE 1/4 OF SECTION 11, TOWNSHIP 4 SOUTH, RANGE 66 WEST OF THE 6TH P.M., COUNTY OF ARAPAHOE, STATE OF COLORADO. 2.589 ACRES

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

14.b **Picadilly and Stephen D. Hogan Annexation Ordinance** 799

2025-38 FOR AN ORDINANCE ANNEXING A PARCEL OF LAND LOCATED IN THE NE 1/4 OF SECTION 11, TOWNSHIP 4 SOUTH, RANGE 66 WEST OF THE 6TH P.M., COUNTY OF ARAPAHOE, STATE OF COLORADO. 2.589 ACRES

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

14.c **Picadilly and Stephen D. Hogan Annexation- Zoning Map Amendment** 808

2025-39 A PUBLIC HEARING AND CONSIDERATION OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, INITIALLY ZONING A PARCEL OF LAND MEASURING 2.59 ACRES MORE OR LESS NORTHWEST OF THE INTERSECTION OF STEPHEN D HOGAN PARKWAY AND PICADILLY ROAD TO MIXED USE CORRIDOR DISTRICT (MU-C) AND AMENDING THE ZONING MAP ACCORDINGLY

Stephen Gubrud, Planner II, Planning and Business Development / Lena McClelland, 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, March 10, 2025

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

COUNCIL MEMBERS ABSENT: Curtis Gardner

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1. CALL TO ORDER

Mayor Coffman reconvened the regular meeting of the City Council at 6:30 p.m.

2. ROLL CALL

3. INVOCATION/MOMENT OF SILENCE

Mayor Coffman led in prayer for the March 10, 2025 meeting.

4. PLEDGE OF ALLEGIANCE

(All Standing)

5. EXECUTIVE SESSION UPDATE

Mayor Coffman provided an update on the Executive Session, stating a contract with a non-profit and affordable housing were discussed.

6. APPROVAL OF MINUTES

6.a February 24, 2025 Meeting Minutes

Moved by: Steve Sundberg

Second by: Amsalu Kassaw

Does Council wish to approve the minutes of the February 24,2025 meeting?

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: (9): Mayor Coffman, Françoise Bergan, Alison Coombs, Stephanie Hancock, Danielle Jurinsky, Amsalu Kassaw, Angela Lawson, Ruben Medina, and Steve Sundberg

Absent: (1): Curtis Gardner

7. PROCLAMATIONS OR CEREMONIES

8. ADOPTION OF THE AGENDA

Moved by: Alison Coombs

Second by: Françoise Bergan

Does Council wish to adopt the agenda as presented?

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

Absent: (1): Curtis Gardner

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: Steve Sundberg

Second by: Stephanie Hancock

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

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

Absent: (1): Curtis Gardner

9.a Motions

9.b Planning Matters

9.c Appointments to Boards and Commissions

9.c.1 Consideration to Appoint Two (2) Members to the Aurora Youth Commission

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

9.c.2 Consideration to Appoint Two (2) Members to the Oil and Gas Advisory Committee

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: Françoise Bergan

Second by: Danielle Jurinsky

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

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

Absent: (1): Curtis Gardner

10.a Resolutions

10.a.1 Intergovernmental Agreement (IGA) Between Aurora Public School District and City of Aurora for the Turn Island Project

R2025-22 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO APPROVING THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF AURORA AND AURORA PUBLIC SCHOOL DISTRICT FOR THE TURN ISLAND PROJECT NEAR VISTA PEAK ACADEMY

Sponsor: Stephanie Hancock, Council Member

Carlie Campuzano, Manager of Traffic, Public Works / Michelle Gardner, Senior Assistant City Attorney

10.a.2 Intergovernmental Agreement (IGA) between Aurora and Forest Trace Metropolitan District for Snow Removal and Plowing Operations on Local Streets

R2025-23 A RESOLUTION FOR THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF AURORA AND FOREST TRACE METROPOLITAN DISTRICT FOR SNOW REMOVAL AND PLOWING OPERATIONS ON LOCAL STREETS

A waiver of reconsideration is requested to facilitate the agreement approval process following Resolution No. R2023-106 as the District used the City's template agreement without significant changes.

Kurt Muehlemeyer, Deputy Director of Operations, Public Works / Michelle Gardner, Senior Assistant City Attorney

10.a.3 Reimbursement Agreement with Aero 70

R2025-24 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL'S APPROVAL OF A REGIONAL UTILITY REIMBURSEMENT AGREEMENT BETWEEN THE CITY OF AURORA ACTING BY AND THROUGH ITS UTILITY ENTERPRISE AND AERO 70 OWNER, LLC (AERO 70 – HARVEST MILE)

Chong Woo, Engineering Supervisor, Aurora Water / Ian Best, Assistant City Attorney

10.a.4 Rules of Order and Procedure: Study Session Start Time

R2025-25 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO TO AMEND THE RULES OF ORDER AND PROCEDURE FOR THE AURORA, COLORADO CITY COUNCIL CONCERNING STUDY SESSION MEETING TIMES

Sponsor: Curtis Gardner, Council Member

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

10.b Finalizing of Ordinances

Ordinances approved unanimously at first reading.

10.b.1 Painted Prairie Business Improvement District No. 1 Boundary Adjustment

2025-17 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, INCLUDING AND EXCLUDING CERTAIN PROPERTY FROM THE BOUNDARIES OF PAINTED PRAIRIE BUSINESS IMPROVEMENT DISTRICT NUMBER ONE

Michael Kerrigan, Special District Administrator, Development Services / Brian Rulla, Assistant City Attorney

10.b.2 Painted Prairie Business Improvement District No. 2 Boundary Adjustment

2025-18 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, INCLUDING AND EXCLUDING CERTAIN PROPERTY FROM THE BOUNDARIES OF PAINTED PRAIRIE BUSINESS IMPROVEMENT DISTRICT NUMBER TWO

Michael Kerrigan, Special District Administrator, Development Services / Brian Rulla, Assistant City Attorney

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

10.b.3 Windler Business Improvement District No. 1 Boundary Adjustment

2025-19 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, INCLUDING AND EXCLUDING CERTAIN PROPERTY FROM THE BOUNDARIES OF WINDLER BUSINESS IMPROVEMENT DISTRICT NO. 1

Michael Kerrigan, Special District Administrator, Development Services / Brian Rulla, Assistant City Attorney

10.b.4 Windler Business Improvement District No. 2 Boundary Adjustment

2025-20 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, INCLUDING AND EXCLUDING CERTAIN PROPERTY FROM THE BOUNDARIES OF WINDLER BUSINESS IMPROVEMENT DISTRICT NO. 2

Michael Kerrigan, Special District Administrator, Development Services / Brian Rulla, Assistant City Attorney

11. PUBLIC HEARINGS

Public hearings with or without related ordinances.

11.a Urban Cottages Jewell - Zoning Map Amendment

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

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

Mayor Coffman opened the public hearing.

Staff gave a brief presentation on the item.

The applicant gave a presentation on the item.

Council heard public testimony on the agenda related item.

CM Bergan asked what the density is for R-1 versus R-2 in terms of units.

Staff answered that R-1 is only for single family, and R-2 is for a variety. In terms of density, Staff stated that their code is not situated to specifically call out densities per district.

CM Bergan asked if a traffic study was conducted.

Staff responded that it has been done and approved.

CM Bergan stated that she did not see the petitions mentioned. She asked if they were in the backup.

Staff answered it was sent to all members.

CM Bergan inquired if it is correct that this would be 32 paired homes.

The applicant answered that it is correct that the previous plan that went to Planning Commission had 32 paired homes on it, but it was tabled and there were adjustments requested, so they are looking at the plan to see if they can revise it, but are still thinking paired homes or duplexes on the property. He noted that the plan they showed at the neighborhood meeting last week was 30 units and they changed the configuration to reduce adjustment requests and increase the buffers to neighboring properties.

CM Bergan asked why they were alley loaded.

The applicant responded mostly to be able to put attractive front architecture to the surrounding property by putting vehicles in the back.

CM Bergan inquired if they have a water source with the city.

The applicant answered yes, and the two wells will be plugged and can no longer be used.

CM Bergan asked the applicant to address the erosion concerns mentioned.

The applicant voiced there were concerns about engineering, but they have advanced the site far into the process. There were concerns about retaining walls, but they will go through the city process for review and a third party reviewer as well, so that issue will be addressed.

CM Bergan inquired if these homes are for sale.

The applicant confirmed that is correct.

P. Schulte added that this is a quasi-judicial hearing and about the zoning changes.

CM Coombs asked if Staff was provided a list of individuals contacted by the applicant and if that was on the public record.

Staff answered yes.

CM Coombs inquired if there was a written agreement between the City and Havanna Heights to maintain all zoning as R-1 or R-R.

Staff stated he was not aware of that agreement.

CM Coombs commented that when Council adopted the UDO there were changes to zoning in that process. She asked why they were not looking at sites zoned R-R within urban portions of the city to also be changed at that time.

Staff responded that they did not rename the residential districts through the UDO and did not go through any changes like they did for the others.

CM Jurinsky voiced concerns about the agreement with Havanna Heights to keep it R-R or R-1, and she wanted more information on that.

She stated that she has cast some unfortunate votes in the past for developments that are grossly out of place in the city, but it had already been approved by the Planning Commission. She was concerned that they continue to grow and build and rezone a lot of areas into more mass density building, and the City is not even able to address public safety and are not keeping the current residents totally safe. She added that she is not prepared to cast a vote either way right now, as she wants more information if there was an agreement in place with Havanna Heights.

CM Hancock expressed that in looking at the site map of the existing R-R zone district, it seems to be an odd configuration, and said they need to be more thoughtful before voting for this. She agreed that they need to know if there existing an agreement.

P. Schulte explained that because this is quasi-judicial, they need to keep it to questions for the applicant, and once the hearing is closed and they make a motion, they can discuss it.

CM Hancock asked if this one R-R piece is the only plot the applicant is wanting or if the other R-R piece on the site map is part of it.

The applicant answered that the R-R to the south is not part of this application.

MPT Sundberg asked what elements and looks are they considering to help match the neighborhood.

The applicant responded that he meant to say it provides a transitional opportunity. He added that the concept is that with paired homes there, it will serve as a transition between the single family detached homes and the higher density projects to the north and northwest.

CM Kassaw asked if they were able to address the issues of the concerned citizens and if they have data showing that.

The applicant answered that they purchase the property and go through a title search and very detailed due diligence, and there is nothing on the record that state any agreements other than what is in the zoning criteria and comp plan. He said there would have been a discussion had at some point,

but there is nothing on the property that dictates additional zoning outside of the City's criteria.

CM Lawson and asked why they went with 32 homes, as this is an already dense area, and why they decided to build different homes instead of matching the neighborhood.

The applicant responded that they do not believe it is that much different, as to the northeast, with the townhomes, that is more dense that what they are proposing. He added that in their latest site plan, they have put together large buffers away from Jewell and the closest neighbors to them. He noted they started out with 38 for reasons of helping Aurora with its housing issues.

CM Bergan asked for clarification that in R-1 it is single family detached.

Staff answered that it can be attached or detached.

CM Bergan inquired if a duplex, or paired home, could ever be an R-1.

Staff responded it is because of the subarea. Staff added that in Subareas A and B, duplexes are not permitted in R-1 zoning, only single family detached.

CM Bergan voiced she is in Subarea C and it seems to be the opposite, as attached single family duplexes or paired homes get to be designated R-1.

The applicant gave brief feedback on comments and questions.

Mayor Coffman closed the public hearing.

CM Jurinsky stated that she committed a while back that she did not care to change zoning and she thinks this creates a slippery slope moving forward by changing zoning from RR to R-2. She said this is where they stop the out of touch and out of place development in their city.

CM Coombs was concerned that they have many places in already developed portions of the city that have adequate infrastructure, but not able to be a part in building their city in the way they can address the housing crisis or build homes close to services. However, in this instance, this is very close to critical services and creates an opportunity for people to have access to walkable neighborhoods. She added that not creating a more dense zone passes up a really important opportunity. She agreed that she wished she they could secure certain guarantees to help set people's minds at ease in relation to the site plan, but believes it is appropriate and responsible for Council to take advantage of this opportunity.

MPT Sundberg asked CM Jurinsky if it is a development regret or a rezoning regret that she has. He expressed that regarding safety, they have tens of thousands of single family homes and duplexes coming to northeast Aurora, so if they put a moratorium on such things, where do they draw the line. He expressed that this looks tastefully and thoughtfully done.

CM Bergan explained that the zoning of the R-1 and R-2 in this particular area is confusing. She voiced that she did not know why they came up with A, B, and C areas, especially if attached single families can get zoned R-1 in area C only. She expressed that they do have a housing crisis and has heard that people are not able to afford homes, so she would support the zoning, but hopes their price points will be reasonable with the paired homes.

CM Jurinsky commented that she does real estate personally and homes are staying on the market for record lengths of time right now and people are having to lower prices of their homes. She noted that the problem is inflation and the current interest rates, which are forcing people to rent versus buy. With respect to the agreement with Havanna Heights, if that is true, she would like to know. She added that she has been called crazy many times for stating things that people thought were not true that ended up being proven true, so she would like to know if that really happened or not.

CM Bergan made the motion to continue this so they can get that verification.

CM Coombs agreed with that and withdrew her original motion.

CM Jurinsky asked that residents provide any information on this to staff.

MPT Sundberg agreed that homes are staying on the market especially due to interest rate, but new homes are moving faster because of lower interest rates. He agreed the truth on a potential agreement needs to be known.

Moved by: Françoise Bergan

Second by: Danielle Jurinsky

Does Council wish to continue this item to the next regular council meeting?

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

Absent: (1): Curtis Gardner

11.b Designation of 13th Avenue Station Area as a Blighted Area

2025-21 A PUBLIC HEARING AND CONSIDERATION OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, DECLARING THE 13TH AVENUE STATION AREA AS A BLIGHTED AREA APPROPRIATE FOR AN URBAN RENEWAL AREA

Sponsor: Angela Lawson, Council Member

Jennifer Orozco, Project Manager, Planning and Business Development / 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: Alison Coombs

Second by: Angela Lawson

Does the City Council wish to approve this ordinance of authorizing the Designation of 13th Avenue Station Area as a Blighted Area?

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

Absent: (1): Curtis Gardner

12. INTRODUCTION OF ORDINANCES

12.a Eminent Domain to Acquire Real Property for the SC10 SC11 Sanitary Sewer Upgrades Project

2025-22 AN ORDINANCE AUTHORIZING THE CITY OF AURORA, COLORADO, TO EXERCISE THE POWER OF EMINENT DOMAIN FOR AQUISITION OF CERTAIN PROPERTIES FOR AURORA WATER'S SC10 AND SC11 SANITARY SEWER UPGRADES PROJECT

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

Staff gave a brief presentation on the item.

CM Bergan asked for an explanation of the situation when they do consider eminent domain for water sewer infrastructure, as eminent domain is very controversial.

Staff explained that eminent domain can only be used for a public use project such as the sanitary project. He added that eminent domain is always a last resort when they have reached an impasse or property owners have become unresponsive, which is this case for these two property owners.

CM Murillo asked for clarification of the location in the Colfax and Sable area, as it seems to be in the middle of the property.

Staff responded that the project limits should all be along property boundary lines, and they are not cutting through the middle of properties.

CM Hancock asked if the dotted lines on 11, 12, 14, 15 in the packet are private area homes.

Staff responded that 14, 15, and 16 have been closed with property owners and easements were acquired along the front of that property along Colfax Ave, as well as 11 and 12, which were also closed with property owners and acquired along the front of the property adjacent to Colfax.

CM Hancock commented asked to point out the ones with eminent domain.

Staff answered 29 and 33. He added they are compensated fair market value, and the City pays for an appraisal for the property owners to obtain an appraisal at the City's expense to help justify what that value is.

Moved by: Crystal Murillo

Second by: Stephanie Hancock

Does Council approve the ordinance authorizing the use of eminent domain, pursuant to Aurora City Code Section 12-12, in order to acquire the necessary property interests for the construction of the Aurora Water SC10-SC11 Sanitary Sewer Upgrades Project?

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

Absent: (1): Curtis Gardner

13. FINALIZING OF ORDINANCES

Ordinances not approved unanimously at first reading.

14. ANNEXATIONS

15. RECONSIDERATIONS AND CALL UPS

16. GENERAL BUSINESS

17. REPORTS

17.a Mayor

Mayor Coffman had no report.

17.b Council

CM Jurinsky reported that the animal shelter put out an emergency message on their social media in the past few days that they are in desperate need of donations, mostly items for the animals at the shelter. She encouraged everyone to make a donation either through their Amazon wish list or by dropping items off physically to the shelter.

CM Kassaw stated that last week they had an incredible celebration of Adwa, which honored black African history, and it was an honor to attend with Mayor

Coffman. He also announced a Business Advisory Board appointee, John Lamb.

MPT Sundberg attended a couple of different food banks, and met a 97-year-old WW2 veteran and said it was an honor to meet him. He said it was great to see a number of entities and organizations in the community constantly coming together to better the community.

CM Medina commented that his Town Hall is tomorrow, 6:30-8, at the Central Library, and Chief Chamberlain will be there to address any questions or concerns.

CM Hancock stated that the Aurora Creates Magazine is available at Aurora public libraries that includes things people can do around the City, as well as Aurora public art and is free and will be available March through April 2025.

CM Lawson announced that she has two town halls this month, March 18th, at the Central Rec Center from 6:30-8, and March 22nd, at Heather Gardens, from 10-11:30 a.m. Judge Day will be presenting.

CM Bergan stated she attended Accelerates Aerospace Defense Policy Committee, Fitzsimmons Redevelopment Authority Special Meeting, Roadway Committee with E-470, Build Up Aurora Taskforce Meeting, Management and Finance Policy Meeting, and the Infrastructure Taskforce Tour of the City. She shared that her town hall is March 19th, from 6 to 8, at Heritage Eagle Bend Clubhouse, with updates on traffic and council initiatives, and P. Schulte will discuss all things the City does involving attorneys.

CM Coombs and Murillo had no report.

18. 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.

MINUTES

Special Council Meeting of the Aurora City Council

Wednesday, March 12, 2025

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

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1. CALL TO ORDER

2. ROLL CALL

3. PLEDGE OF ALLEGIANCE

(All standing)

4. INVOCATION/MOMENT OF SILENCE

Mayor Coffman led in a moment of silence for the March 12, 2025 meeting.

5. ADOPTION OF THE AGENDA

Moved By Françoise Bergan

Seconded By Steve Sundberg

Does Council wish to adopt the agenda as presented?

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

Absent: (1): Curtis Gardner

6. RESOLUTIONS

6.a South Aurora Regional Improvement Authority (SARIA) - Transportation Impact Fee Intergovernmental Agreement (IGA)

R2025-26 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF

AURORA AND THE SOUTH AURORA REGIONAL IMPROVEMENT AUTHORITY FOR THE TRANSFER OF TRANSPORTATION IMPACT FEES REVENUES

Michael Kerrigan, Special District Administrator, Development Services / Brian Rulla, Assistant City Attorney

Staff gave a brief presentation on the item.

CM Bergan asked if the $3.2 impact fees over the next seven years are the impact fees that they are going to give to SARIA.

Staff answered yes.

CM Bergan stated that transportation impact fees can be used for transportation, but she wanted clarification that the $3.2 is not the entirety of the impact fees that have been collected thus far by those neighborhoods.

Staff responded that is correct.

Moved By	Françoise Bergan
Seconded By	Angela Lawson

Does the City Council approve the resolution of the South Aurora Regional Improvement Authority Transportation Impact Fee Intergovernmental Agreement?

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

Absent: (1): Curtis Gardner

7. PUBLIC HEARINGS

7.a Forrest Trace Metropolitan District No. 1 Service Plan Amendment

2025-23 A PUBLIC HEARING AND CONSIDERATION FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO APPROVING AN AMENDMENT TO THE SERVICE PLAN FOR FORREST TRACE METROPOLITAN DISTRICT NO. 1

Michael Kerrigan, Special District Administrator, Development Services / Brian Rulla, Assistant City Attorney

Outside Speaker: Tom George, Spencer Fane LLP

Mayor Coffman opened the public hearing.

Staff gave a brief presentation on the item.

Mayor Coffman closed the public hearing.

Moved By Françoise Bergan

Seconded By Danielle Jurinsky

CM Bergan stated there has been a lot of public engagement and discussion on this with the metro districts, so these is a way for SARIA to go out and issue bonds to finance important transportation projects identified in the priority list, and the districts represented had the choice to keep their current mill levy if it was below 30 or to accept the flat 30 mills for the last tier.

Does the City Council approve the ordinance of the Forrest Trace Metropolitan District No. 1 Service Plan Amendment to the next meeting?

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

Absent: (1): Curtis Gardner

7.b Forrest Trace Metropolitan District No. 3 Service Plan Amendment

2025-24 A PUBLIC HEARING AND CONSIDERATION FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO APPROVING AN AMENDMENT TO THE SERVICE PLAN FOR FORREST TRACE METROPOLITAN DISTRICT NO. 3

Michael Kerrigan, Special District Administrator, Development Services / Brian Rulla, Assistant City Attorney

Outside Speaker: Tom George, Spencer Fane LLP

Mayor Coffman opened the public hearing.

Staff gave a brief presentation on the item.

Mayor Coffman closed the public hearing.

Moved By Françoise Bergan

Seconded By Angela Lawson

Does the City Council approve the ordinance of the Forrest Trace Metropolitan District No. 3 Service Plan Amendment to the next meeting?

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

Absent: (1): Curtis Gardner

7.c Inspiration Metropolitan District Service Plan Amendment

2025-25 A PUBLIC HEARING AND CONSIDERATION FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO APPROVING AN

AMENDMENT TO THE AMENDED AND RESTATED CONSOLIDATED SERVICE PLAN FOR INSPIRATION METROPOLITAN DISTRICT

Michael Kerrigan, Special District Administrator, Development Services / Brian Rulla, Assistant City Attorney

Outside Speaker: Tom George, Spencer Fane LLP

Mayor Coffman opened the public hearing.

Staff gave a brief presentation on the item.

Mayor Coffman closed the public hearing.

Moved By	Françoise Bergan
Seconded By	Amsalu Kassaw

Does the City Council approve the ordinance of the Inspiration Metropolitan District Service Plan Amendment to the next meeting?

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

Absent: (1): Curtis Gardner

7.d Kings Point South Metropolitan District No. 1 Service Plan Amendment

2025-26 A PUBLIC HEARING AND CONSIDERATION FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO APPROVING AN AMENDMENT TO THE AMENDED AND RESTATED CONSOLIDATED SERVICE PLAN FOR KINGS POINT SOUTH METROPOLITAN DISTRICT NO. 1

Michael Kerrigan, Special District Administrator, Development Services / Brian Rulla, Assistant City Attorney

Outside Speaker: Tom George, Spencer Fane LLP

Mayor Coffman opened the public hearing.

Staff gave a brief presentation on the item.

Mayor Coffman closed the public hearing.

Moved By	Françoise Bergan
Seconded By	Amsalu Kassaw

Does the City Council approve the ordinance of the Kings Point South Metropolitan District No. 1 Service Plan Amendment to the next meeting?

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

Absent: (1): Curtis Gardner

7.e Kings Point South Metropolitan District No. 2 Service Plan Amendment

2025-27 A PUBLIC HEARING AND CONSIDERATION FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO APPROVING AN AMENDMENT TO THE AMENDED AND RESTATED CONSOLIDATED SERVICE PLAN FOR KINGS POINT SOUTH METROPOLITAN DISTRICT NO. 2

Michael Kerrigan, Special District Administrator, Development Services / Brian Rulla, Assistant City Attorney

Outside Speaker: Tom George, Spencer Fane LLP

Mayor Coffman opened the public hearing.

Staff gave a brief presentation on the item.

Mayor Coffman closed the public hearing.

Moved By	Françoise Bergan
Seconded By	Steve Sundberg

Does the City Council approve of the ordinance of the Kings Point South Metropolitan District No. 2 Service Plan Amendment to the next meeting?

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

Absent: (1): Curtis Gardner

7.f Kings Point South Metropolitan District No. 3 Service Plan Amendment

2025-28 A PUBLIC HEARING AND CONSIDERATION FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO APPROVING AN AMENDMENT TO THE SERVICE PLAN FOR KINGS POINT SOUTH METROPOLITAN DISTRICT NO. 3

Michael Kerrigan, Special District Administrator, Development Services / Brian Rulla, Assistant City Attorney

Outside Speaker: Tom George, Spencer Fane LLP

Mayor Coffman opened the public hearing.

Staff gave a brief presentation on the item.

Mayor Coffman closed the public hearing.

Moved By Françoise Bergan

Seconded By Amsalu Kassaw

Does the City Council approve of the ordinance of the Kings Point South Metropolitan District No. 3 Service Plan Amendment to the next meeting?

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

Absent: (1): Curtis Gardner

7.g The Overlook at Kings Point South Metropolitan District Service Plan Amendment

2025-29 A PUBLIC HEARING AND CONSIDERATION FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO APPROVING AN AMENDMENT TO THE SERVICE PLAN FOR THE OVERLOOK AT KINGS POINT SOUTH METROPOLITAN DISTRICT

Michael Kerrigan, Special District Administrator, Development Services / Brian Rulla, Assistant City Attorney

Outside Speaker: Tom George, Spencer Fane LLP

Mayor Coffman opened the public hearing.

Staff gave a brief presentation on the item.

Mayor Coffman closed the public hearing.

Moved By Françoise Bergan

Seconded By Angela Lawson

Does the City Council approve of the ordinance of the Overlook at Kings Point South Metropolitan District Service Plan Amendment to the next meeting?

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

Absent: (1): Curtis Gardner

7.h Prairie Point Metropolitan District No. 1 Service Plan Amendment

2025-30 A PUBLIC HEARING AND CONSIDERATION FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO APPROVING AN AMENDMENT TO THE SECOND AMENDED AND RESTATED SERVICE PLAN FOR PRAIRIE POINT METROPOLITAN DISTRICT NO. 1

Michael Kerrigan, Special District Administrator, Development Services / Brian Rulla, Assistant City Attorney

Outside Speaker: Tom George, Spencer Fane LLP

Mayor Coffman opened the public hearing.

Staff gave a brief presentation on the item.

Mayor Coffman closed the public hearing.

Moved By	Françoise Bergan
Seconded By	Danielle Jurinsky

Does the City Council approve of the ordinance of the Prairie Point Metropolitan District No. 1 Service Plan Amendment to the next meeting?

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

Absent: (1): Curtis Gardner

7.i Prairie Point Metropolitan District No. 2 Service Plan Amendment

2025-31 A PUBLIC HEARING AND CONSIDERATION FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO APPROVING AN AMENDMENT TO THE SECOND AMENDED AND RESTATED SERVICE PLAN FOR PRAIRIE POINT METROPOLITAN DISTRICT NO. 2

Michael Kerrigan, Special District Administrator, Development Services / Brian Rulla, Assistant City Attorney

Outside Speaker: Tom George, Spencer Fane LLP

Mayor Coffman opened the public hearing.

Staff gave a brief presentation on the item.

Mayor Coffman closed the public hearing.

Moved By	Françoise Bergan
Seconded By	Amsalu Kassaw

Does the City Council approve of the ordinance of the Prairie Point Metropolitan District No. 2 Service Plan Amendment to the next meeting?

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

Absent: (1): Curtis Gardner

7.j Prairie Point Metropolitan District No. 3 Service Plan Amendment

2025-32 A PUBLIC HEARING AND CONSIDERATION FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO APPROVING AN AMENDMENT TO THE AMENDED AND RESTATED SERVICE PLAN FOR PRAIRIE POINT METROPOLITAN DISTRICT NO. 3

Michael Kerrigan, Special District Administrator, Development Services / Brian Rulla, Assistant City Attorney

Outside Speaker: Tom George, Spencer Fane LLP

Mayor Coffman opened the public hearing.

Staff gave a brief presentation on the item.

Mayor Coffman closed the public hearing.

Moved By	Françoise Bergan
Seconded By	Steve Sundberg

Does the City Council approve of the ordinance of the Prairie Point Metropolitan District No. 3 Service Plan Amendment to the next meeting?

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

Absent: (1): Curtis Gardner

7.k Pronghorn Valley Metropolitan District Service Plan Amendment

2025-33 A PUBLIC HEARING AND CONSIDERATION FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO APPROVING AN AMENDMENT TO THE SERVICE PLAN FOR PRONGHORN VALLEY METROPOLITAN DISTRICT

Michael Kerrigan, Special District Administrator, Development Services / Brian Rulla, Assistant City Attorney

Outside Speaker: Tom George, Spencer Fane LLP

Mayor Coffman opened the public hearing.

Staff gave a brief presentation on the item.

Mayor Coffman closed the public hearing.

Moved By	Françoise Bergan
Seconded By	Danielle Jurinsky

Does the City Council approve of the ordinance of the Pronghorn Valley Metropolitan District Service Plan Amendment to the next meeting?

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

Absent: (1): Curtis Gardner

7.l Sorrel Ranch Metropolitan District Service Plan Amendment

2025-34 A PUBLIC HEARING AND CONSIDERATION FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO APPROVING AN AMENDMENT TO THE AMENDED AND RESTATED SERVICE PLAN FOR SORREL RANCH METROPOLITAN DISTRICT

Michael Kerrigan, Special District Administrator, Development Services / Brian Rulla, Assistant City Attorney

Outside Speaker: Tom George, Spencer Fane LLP

Mayor Coffman opened the public hearing.

Staff gave a brief presentation on the item.

Mayor Coffman closed the public hearing.

Moved By	Françoise Bergan
Seconded By	Angela Lawson

Does the City Council approve of the ordinance of the Sorrel Ranch Metropolitan Service Plan Amendment to the next meeting?

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

Absent: (1): Curtis Gardner

7.m Whispering Pines Metropolitan District No. 1 Service Plan Amendment

2025-35 A PUBLIC HEARING AND CONSIDERATION FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO APPROVING AN AMENDMENT TO THE SERVICE PLAN FOR WHISPERING PINES METROPOLITAN DISTRICT

Michael Kerrigan, Special District Administrator, Development Services / Brian Rulla, Assistant City Attorney

Outside Speaker: Tom George, Spencer Fane LLP

Mayor Coffman opened the public hearing.

Staff gave a brief presentation on the item.

Mayor Coffman closed the public hearing.

Moved By Françoise Bergan

Seconded By Ruben Medina

Does the City Council approve of the ordinance of the Whispering Pines Metropolitan District No. 1 Service Plan Amendment to the next meeting?

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

Absent: (1): Curtis Gardner

8. ADJOURNMENT

Mayor Coffman adjourned the special meeting of City Council.

_____

MIKE COFFMAN, MAYOR

ATTEST:

_____

KADEE RODRIGUEZ, CITY CLERK

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

CITY OF AURORA
Council Agenda Commentary

Item Title: Consideration to Appoint One (1) Member to the Aurora Youth Commission
Item Initiator: Kadee Rodriguez, City Clerk
Staff Source/Legal Source: Kadee Rodriguez, City Clerk / Tim Joyce, Assistant City Attorney
Outside Speaker: N/A
Council Goal: 2012: 2.4--Work with our partners to ensure that every child and young person in Aurora have access to fundamental resources

COUNCIL MEETING DATES:

Study Session: 3/10/2025

Regular Meeting: 3/24/2025

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 as Proposed at Study Session

☒ Approve Item and Move Forward to Regular Meeting

☐ Approve Item as Proposed at Regular Meeting

☐ Information Only

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

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: N/A

Policy Committee Date: N/A

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

☐ Recommends Approval ☐ Does Not Recommend Approval

☐ Forwarded Without Recommendation ☐ Minutes Not Available

☐ Minutes Attached

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

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

The Aurora Youth Commission consists of twenty-two (22) members; sixteen (16) members between the ages of 14-20, and six (6) members must be twenty-one years of age or older. The term length is two (2) years, and members may serve up to 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 Aurora Youth Commission currently has four (4) youth member vacancies and two (2) adult member vacancies. The Commission received one (1) application and a interview was conducted on February 18, 2025 for the youth vacancy.

The applicants was:
Meron Adumer - Youth

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

Meron Adumer (youth) – 1st term beginning 8/1/2024 and ending on 7/31/2026

FISCAL IMPACT

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

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

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

N/A

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

N/A

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

N/A

WORKLOAD IMPACT

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

N/A

QUESTIONS FOR COUNCIL

Does Council wish to support the appointment of Meron Adumer to the Aurora Youth Commission?

LEGAL COMMENTS

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

MEMORANDUM

City of Aurora

AuroraGov.org

To: Mayor Coffman and Members of City Council

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

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

Date: February 18, 2025

Subject: New Appointment to the Aurora Youth Commission

Board or Commission Name: Aurora Youth Commission

Number of Vacancies: 4 youth, 2 adults

Interview Information

Date of Interviews: February 18, 2025

Applicant Name: Meron Adumer

Applicants Interviewed: 1 youth

Recommendation

Suggested Appointment: Meron Adumer

Summary: Meron is a junior at Gateway High School who is passionate about mental health, having personally faced challenges and recognizing the lack of resources. She volunteers at the library through the Teen Advisory Group and assists with Teen Court, which offers alternatives to the criminal justice system. She suggests organizing community cleanup projects to address issues like trash in parks. Known for her determination and follow-through, she is committed to attending all meetings of the Aurora Youth Commission and helping improve her community.

The Aurora Youth Commission strongly supports the appointment of Meron Adumer as a member on the Aurora Youth Commission.

Aurora Youth Commission

Applicant Package - Ward To Be Determined

Aurora Youth Commission - Ward To Be Determined

Term 01 Aug 2024 - 31 Jul 2026
Positions Available 6

Number of applicants in this package 1

- Adumer, Meron

Received: 02/12/2025
Ward IV Aurora Resident & APS Student
Arapahoe County
Vetted: 02/12/2025
Marcus Bond

Name: Adumer, Meron

Address: [redacted]

Email: [redacted]

Board Name: Aurora Youth Commission

Date of Birth:
[redacted]

Home Phone Number:
[redacted]

Work Phone Number:
[redacted]

How long have you lived in Aurora?:
All of my life (17 years)

Are you registered to vote?:

No

Years of Education Completed:
11 (Current 11th Grader- High School)

Degree(s) Received:
N/A

College(s) Attended:
N/A

Employer Name:
N/A

Employer Address:
N/A

Current Position:
N/A

Years with Current Employer:
N/A

Work Experience:
N/A

Certification(s):
N/A

How are you involved in your community?:
I'm actively involved in my community in a couple ways. I participate in Teen Court, where I provide a constructive alternative to the juvenile justice system while learning about law and leadership. I also volunteer at my local library, assisting with a couple events. As a member of the Library's teen group, I collaborate with other teens to organize activities and engage with the community.

List your interests and activities.:
Mock Trial *Activity* Teen Court *Activity* Student Council *Activity* Volunteer at Library (a member of TAG-Teen Advisory Group) *Activity* College Track Ambassador *Activity* College Track Scholar Board *Activity* National Honor Society *Activity* Law/government *Interest*

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?:
N/A

How much time do you anticipate being able to spend on this appointment each month?:
As much time as needed, but if a number is needed then 15hrs.

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:
Christina Knight, [redacted]

Reference 2: Full Name, Phone Number and Address:
Leland Tulper, [redacted]

Reference 3: Full Name, Phone Number and Address:
Vern Mize, [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:
Meron Adumer

Time of Submission: 02/12/25 3:53:37 PM

Attachments

- report (1).pdf

CITY OF AURORA
Council Agenda Commentary

Item Title: Consideration to Appoint Two (2) Members to the Board of Adjustment and Appeals
Item Initiator: Kadee Rodriguez, City Clerk
Staff Source/Legal Source: Kadee Rodriguez, City Clerk / Tim Joyce, Assistant City Attorney
Outside Speaker: N/A
Council Goal: 2012: 3.1--Develop and implement infrastructure maintenance and replacement plans

COUNCIL MEETING DATES:

Study Session: 3/10/2025

Regular Meeting: 3/24/2025

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 as Proposed at Study Session

☒ Approve Item and Move Forward to Regular Meeting

☐ Approve Item as Proposed at Regular Meeting

☐ Information Only

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

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: N/A

Policy Committee Date: N/A

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

☐ Recommends Approval ☐ Does Not Recommend Approval

☐ Forwarded Without Recommendation ☐ Minutes Not Available

☐ Minutes Attached

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

The purpose of the Board of Adjustments and Appeals (BOAA) is to review and rule on applications for variances and waivers from the zoning provisions within the City Code. The Board of Adjustments and Appeals is granted its powers in Section146-5.1.3 B of the City Code (Unified Development Ordinance). The Board has the power to consider and to grant hardship variances and single-family dwelling variances, and to hear appeals of the director's decision on administrative adjustments. Additionally, it has the power to hear and grant variances regarding matters arising from enforcement of provisions of Article XV of Chapter 22, Chapter 90 and Chapter 146 of the Aurora City Code.

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

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

The Board of Adjustment and Appeals currently has three (3) vacancies. The Commission received three (3) applications for appointment.

Among the applicants were:
Andrew Kwon
Bernadette Fleming
Nino Pepper

The Board of Adjustment and Appeals respectfully recommends the appointment of the following candidates:

Bernadette Fleming – 1st term beginning 9/1/2023 and ending on 8/31/2026
Nino Pepper – 1st term beginning on 9/1/2024 and ending on 8/31/2027

FISCAL IMPACT

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

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

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

N/A

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

N/A

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

N/A

WORKLOAD IMPACT

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

N/A

QUESTIONS FOR COUNCIL

Does Council wish to appoint Bernadette Fleming and Nino Pepper to the Board of Adjustment and Appeals?

LEGAL COMMENTS

All boards and commissions shall be appointed by City Council. (City Charter, art III, sec. 3-11 and art. IX, sec. 9-1). City Council shall appoint five members to the board of adjustment and appeals (BOA). The members must be registered electors and residents of the City for at least one year immediately preceding the date of their appointment and shall not hold office or position in the City administration. (Aurora, Colo Code § 106-91). The BOA shall have the power to act with regard to matters arising from enforcement of provisions of article XV of Chapter 22, Chapter 96, and Chapter 146 of the Aurora, Colo. Code, except for actions which are appealable to the planning and zoning commission, to the City Council, or to the City Manager. Each member serves a three-year term and members may serve up to three consecutive terms. (Aurora, Colo. Code § 2-772). (Aurora, Colo. Code § 106-92). (TJoyce)

MEMORANDUM

City of Aurora

AuroraGov.org

To: Mayor Coffman and Members of City Council

From: Andris Berzins, Chair, Board of Adjustment and Appeals

Through: Jeannine Rustad, Planning and Business Development and Marcus Bond, City Clerk Analyst

Date: February 19, 2025

Subject: Consideration to Appoint a Member to the Board of Adjustment Appeals

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Board or Commission Name: Board of Adjustment and Appeals

Number of Vacancies: Three (3)

Interview Information

Date of Interviews: February 18, 2025

Applicant Names: Bernadette Fleming, Nino Pepper, Andrew Kwon

Applicants Interviewed: Bernadette Fleming, Nino Pepper

Summary

Summary of suggested appointment(s):

Bernadette Fleming, Ward III - The Board of Adjustment and Appeals supports the appointment of Bernadette Fleming as a board member. Fleming actively participates in several community organizations and has direct professional experience in real estate. Flemming originally reached out to the Board of Adjustments and Appeals regarding a previous case to provide feedback as an adjacent property owner which led to her learning of the vacancy. Flemming communicates well and is eager to further be involved in her community.

Nino Pepper, Ward III - The Board of Adjustment and Appeals supports the appointment of Nino Pepper as a board member. Pepper is active in several community organizations and has direct professional experience in real estate. Pepper understands the importance of following development codes. Nino communicates well and is eager to further be involved in his community.

Recommendation

The Board of Adjustment and Appeals strongly supports the appointment of Bernadette Fleming and Nino Pepper as a member on the Board of Adjustment and Appeals.

Board Of Adjustment And Appeals

Applicant Package - Ward To Be Determined

Board Of Adjustment And Appeals - Ward To Be Determined

Term 01 Sep 2022 - 31 Aug 2025
Positions Available 1

Number of applicants in this package 1

- Fleming, Bernadette

Received: 10/18/2024
Ward III Resident & Registered Voter
Arapahoe County
Vetted: 10/18/2024

Marcus Bond

Name: Fleming, Bernadette

Address: [redacted]

Email: [redacted]

Board Name: Board of Adjustment and Appeals

Date of Birth:
[redacted]

Home Phone Number:
[redacted]

Work Phone Number:
[redacted]

How long have you lived in Aurora?:
40 plus years

Are you registered to vote?:

Yes

Years of Education Completed:
College degree

Degree(s) Received:
BS Accounting

College(s) Attended:
University of Colorado, Western Governors University,

Employer Name:
NewRez, LLC

Employer Address:
6200 S. Quebec St Greenwood Village, CO

Current Position:
Supervisor

Years with Current Employer:
1

Work Experience:
I have many years of experience working in real estate. I am a licensed agent and I have worked in REO (bank owned properties) for over 15 years. I speak Spanish fluently, and have worked in customer service, telecommunications, and human resources.

Certification(s):
Real Estate License, Colorado

How are you involved in your community?:
I served on the school board at Aurora Academy Charter and volunteered at the school for over 20 years. I am currently on the HOA board for First Village East, located in Aurora. I am also involved at Queen of Peace in Aurora, where I am involved with St. Vincent de Paul. I also visit Hampden Hills Acute Care facility regularly.

List your interests and activities.:
I enjoy real estate and finance. I am an avid reader, and enjoy doing various crafts.

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

Yes

If yes, enter the board name and position:
First Village East HOA board- Treasurer

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

Yes

Why do you desire this appointment?:
I'm interested in being part of decision making and being aware of what is happening with properties in the Aurora community.

How much time do you anticipate being able to spend on this appointment each month?:
4 hours, not sure how much time is needed?

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

No

If yes, please explain:
n/a

Reference 1: Full Name, Phone Number and Address:
Shamsi Rategh [redacted]

Reference 2: Full Name, Phone Number and Address:
Luis Alvarez [redacted]

Reference 3: Full Name, Phone Number and Address:
Marjorie McCarty [redacted]

How did you hear about us?:

News Aurora (water bill newsletter)

By clicking APPLY and submitting this application, I certify that the forgoing information is true and correct:
Bernadette M Fleming

Time of Submission: 10/18/24 10:35:23 AM

Board Of Adjustment And Appeals

Applicant Package - Ward To Be Determined

Board Of Adjustment And Appeals - Ward To Be Determined

Term 01 Sep 2024 - 31 Aug 2027
Positions Available 1

Number of applicants in this package 1

- Kwon, Andrew

Received: 9/18/2024
Ward III Resident and Registered Voter
Arapahoe County
Vetted: 09/24/2024

Marcus Bond

Name: Kwon, Andrew

Address: [redacted]

Email: [redacted]

Board Name: Board of Adjustment and Appeals

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:
some college - millatary

Degree(s) Received:
military

College(s) Attended:
CU Denver/CU Boulder

Employer Name:
Invicta Security

Employer Address:
P.O. Box 11516 Denver, CO 80211

Current Position:
Protection specialist

Years with Current Employer:
2 years

Work Experience:
ask

Certification(s):
ask

How are you involved in your community?:
I love Aurora and most of my friends and their family's live in Aurora. I want to give back and keep the Aurora that we have today as a strong and growing city for all people.

List your interests and activities.:
fly fishing, video games, cars/auto-sports

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

No

If yes, enter the board name and position:

n/a

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

No

Why do you desire this appointment?:
I want to keep Aurora open to all people without losing the city that I have fell in love with.

How much time do you anticipate being able to spend on this appointment each month?:
5-7 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:
Kyle Adams [redacted]

Reference 2: Full Name, Phone Number and Address:
Jono Scott [redacted]

Reference 3: Full Name, Phone Number and Address:
Mike Eisenhauer [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:
Andrew Soon Kwon

Time of Submission: 09/18/23 5:09:58 PM

Board Of Adjustment And Appeals

Applicant Package - Ward To Be Determined

Board Of Adjustment And Appeals - Ward To Be Determined

Term 01 Sep 2022 - 31 Aug 2025
Positions Available 2

Number of applicants in this package 1

- Pepper, Nino

Received: 02/06/2025
Ward III Resident and Registered Voter
Arapahoe County
Vetted: 02/07/2025
Marcus Bond

Name: Pepper, Nino

Address: [redacted]

Email: [redacted]

Board Name: Board of Adjustment and Appeals

Date of Birth:
[redacted]

Home Phone Number:
[redacted]

Work Phone Number:
[redacted]

How long have you lived in Aurora?:
11 years

Are you registered to vote?:

Yes

Years of Education Completed:
18

Degree(s) Received:
B.A. Communications M.B.A. Business Administration

College(s) Attended:
Colorado Mesa University Webster University

Employer Name:
NRT

Employer Address:
6501 E. Belleview Ave.; Englewood, CO 80111

Current Position:
Real Estate Advisor

Years with Current Employer:
3 years

Work Experience:

Coldwell Banker, Englewood, CO 2023–Present Real Estate Agent Specializing in all components of real estate, I leverage my strong negotiation skills, market analysis expertise, and deep understanding of client relations to ensure successful transactions. I take pride in delivering exceptional customer service and educating clients about the real estate process, empowering them to make informed decisions. • Led initiatives to enhance client real estate portfolio strategies, achieving 22% increase in investment growth. • Strong knowledge and understanding of all facets of asset and property management, leasing, brokerage, marketing, and financial reporting. • Proficient in interpretation of purchase contracts, FHA guidelines and lease agreements for clients before entering into a transaction. • Monitoring and oversight of various real estate sales and marketing procedures. • Provide direction and advice to inspectors, contractors, appraisers, attorneys and TA's to ensure compliance throughout transactions • Ability to conduct contract negotiations with agents, property owners, and liaison on real estate problems. • Proven track record in succeeding in a high-velocity of real estate sales by working with numerous clients a month. • Develop and strengthen relationships with customers, brokers, consultants, and governmental/regulatory authorities. S&P Global, Englewood, CO 2006–2023 Sr. Account Manager – "Hunter" Enterprise Sales Drove revenue growth across S&P Global vertical business lines to meet, exceed expectations, including identification of revenue drivers and metrics to focus on market expansion in the oil, gas & energy business, renewable energy, universities, government, and financial markets. • Exceeded annual sales quota of $5,000,000. • Build and executed sales proposals for Enterprise and Mid-Market Account Plans for financial services, government agencies, oil, gas & energy, and environmental business sectors. • Prospecting, building pipeline and selling S&P Global SaaS and Cloud Services to net new Enterprise accounts.

Certification(s):
Microsoft Office Suite

How are you involved in your community?:
I provide financial literacy and first-time home buyer workshops. I provide meals to local high schools athlete teams through my nonprofit organization call CRY WITHOUT TEARS

List your interests and activities.:
Writing books, mentorship, fishing and swimming.

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

No

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

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

No

Why do you desire this appointment?:
I would like to bring my skillset, knowledge from my real estate profession to help the board with zoning ordinance, appeals and special circumstance with property owners.

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

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:
Jeremy Tucker [redacted]

Reference 2: Full Name, Phone Number and Address:
Nathan Portman [redacted]

Reference 3: Full Name, Phone Number and Address:
Gwendolyn Wade [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:
Nino Pepper

Time of Submission: 02/06/25 11:26:21 PM

CITY OF AURORA
Council Agenda Commentary

Item Title: Consideration to Remove One (1) Member from the Civic Engagement Commission
Item Initiator: Kadee Rodriguez, City Clerk
Staff Source/Legal Source: Kadee Rodriguez, City Clerk / Tim Joyce, Assistant City Attorney
Outside Speaker: N/A
Council Goal: 2012: 1.2--Develop neighborhood and community relationships

COUNCIL MEETING DATES:

Study Session: 3/10/2025

Regular Meeting: 3/24/2025

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 as Proposed at Study Session

☒ Approve Item and Move Forward to Regular Meeting

☐ Approve Item as Proposed at Regular Meeting

☐ Information Only

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

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: N/A

Policy Committee Date: N/A

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

☐ Recommends Approval ☐ Does Not Recommend Approval

☐ Forwarded Without Recommendation ☐ Minutes Not Available

☐ Minutes Attached

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

The purpose of the Civic Engagement Commission is to enhance civic participation in order to enhance civic trust and strengthen democracy in Aurora, through the commission's own initiatives and recommendations related to civic service, volunteerism, civic education, participation in community boards, civic organizations and community groups, and other related activities, and to support and encourage Aurorans to meaningfully participate in civic life.

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

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

There are currently thirteen (13) vacancies and two (2) filled positions on the Civic Engagement Commission. The two (2) current members are Monique Atkinson and Glen Wagner.

In accordance with the Bylaws, the Board may recommend the removal of a member with cause to city council upon an affirmative vote of the majority. Cause shall be defined as failure to perform specific duties as assigned or requested and/or failure to attend 80% of board meetings.

The Civic Engagement Commission respectfully recommends the removal of Monique Atkinson from the Commission for the following reason(s):

Excessive attendance issues and lack of responsiveness to communication

Monique Atkinson was contacted on December 12, 2024 and December 17, 2024 regarding the Civic Engagement Commission's concerns; however, the commission did not receive a response from her.

FISCAL IMPACT

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

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

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

N/A

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

N/A

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

N/A

WORKLOAD IMPACT

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

N/A

QUESTIONS FOR COUNCIL

Does council wish to support the removal of Monique Atkinson from the Civic Engagement Commission?

LEGAL COMMENTS

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

Cler

MEMORANDUM

City of Aurora

AuroraGov.org

To: Mayor Coffman and Members of City Council

From: Glen Wagner, Vice Chair, Civic Engagement Commission

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

Date: December 17, 2024

Subject: Consideration to Remove a Member from the Civic Engagement Commission

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The Civic Engagement Commission respectfully recommends the removal of Monique Atkinson from the Civic Engagement Commission for the following reason(s):

Excessive attendance issues
Lack of responsiveness to communication

In accordance with the Bylaws, Article V, Section I - Members are subject to removal by council at its pleasure and at any time without cause (Article 9-1 City Charter). This is done by a majority vote during a council meeting. The Board may recommend the removal of a member with cause to city council upon an affirmative vote of the majority. Cause shall be defined as failure to perform specific duties as assigned or requested and/or failure to attend 80% of board meetings.

The board member was contacted on the following days regarding the Civic Engagement Commission's concerns:
December 12, 2024 and December 17, 2024

The board member's response was as follows: No response received

Recommendation

The Civic Engagement Commission respectfully recommends to city council the removal of Monique Atkinson as a Member on the Civic Engagement Commission.

CITY OF AURORA
Council Agenda Commentary

Item Title: Intergovernmental Agreement (IGA) with South Aurora Regional Improvement Authority (SARIA) for Aurora Parkway Bridge Project (Resolution)
Item Initiator: Megan Cox, Program Coordinator, Public Works
Staff Source/Legal Source: Cathleen Valencia, Manager of Project Delivery Services, Public Works / Michelle Gardner, Senior Assistant City Attorney
Outside Speaker: N/A
Council Goal: 2012: 3.2--Reduce travel time and reduce congestion and provide expanded multi-modal mobility choices

COUNCIL MEETING DATES:

Study Session: 3/10/2025

Regular Meeting: 3/24/2025

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.)*

- Agenda long title
- Waiver of reconsideration requested, and if so, why
- Sponsor name
- Staff source name, title, department / 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)

Cathleen Valencia, Manager of Project Delivery Services, 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 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: Transportation, Airports & Public Works

Policy Committee Date: 2/20/2025

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

☒ Recommends Approval

☐ Does Not Recommend Approval

☐ Forwarded Without Recommendation

☒ Minutes Not Available

☐ Minutes Attached

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

On April 17, 2017, City Council approved the South Aurora Regional Improvement Authority Establishing Agreement between the City and the Metro Districts.

On June 15, 2018, the South Aurora Regional Improvement Authority (SARIA) adopted the South Aurora Regional Improvement Authority Master Plan which authorized SARIA to contribute funding to support various regional improvements within the City of Aurora.

On September 17, 2018, City Council approved the First Amendment to the South Aurora Regional Improvement Authority Establishment Agreement. This agreement enabled SARIA to proceed with the bond issuance to fund the initial capital improvement projects of SARIA's Master Plan.

On August 5, 2019, City Council approved an Intergovernmental Agreement regarding with SARIA to contribute funding to the Aurora Parkway Extension (Bridge) Improvements to support initial scoping and design of the proposed bridge.

On February 20, 2025, TAPS supported moving forward the Resolution and Intergovernmental Agreement to the next available Study Session.

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

This item requests approval of the IGA between the City of Aurora and SARIA to fund final design and construction of the Aurora Parkway Bridge. This project is included in SARIA's Establishing Agreement as part of the approved project list.

Aurora Parkway Bridge will construct a 4-lane bridge over E-470 along the future Aurora Parkway which will connect Dry Creek Road to Parker Road. The following table provides a funding update on the project.

Aurora Parkway Bridge	
$	Description
$700,000	Original Design (30% full bridge, 100% interim bridge)
$333,000	Remaining Design Funds
$390,000	Additional Design Funds Needed for Full Bridge Final Design
$800,000	Additional Funds Needed for CORE Construction
$250,000	E470 Construction Management Cost
$10,076,000	Construction - Interim Bridge
$14,966,000	Final Design and Construction - Full Bridge
$4,000,000	COA Impact Fee
$11,516,000	New SARIA IGA

30% plans are complete. Final design and construction will commence in coordination with adjacent developers.

The SARIA Board meets March 5th to discuss and vote on approval of this IGAs Public Works staff recommends the IGA with SARIA move forward to Study Session.

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 City will provide a local match of up to $4,000,000 for the Aurora Parkway Bridge. Local match to be appropriated, upon approval, from Transportation Capital Impact Fees (South) via supplemental.

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. Workload will be absorbed into FTE positions in Transportation Project Delivery unit of Public Works Engineering.

QUESTIONS FOR COUNCIL

Does Council support moving forward the Resolution and the Intergovernmental Agreement between SARIA and City of Aurora for the Aurora Parkway Bridge Project 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
March 10, 2025

SARIA IGAs for 3 Transportation Projects:

Gartrell Bridge Widening
Aurora Parkway Bridge
Gun Club Multimodal Improvements

Cathy Valencia, Transportation Project Delivery Manager, Public Works

Agenda

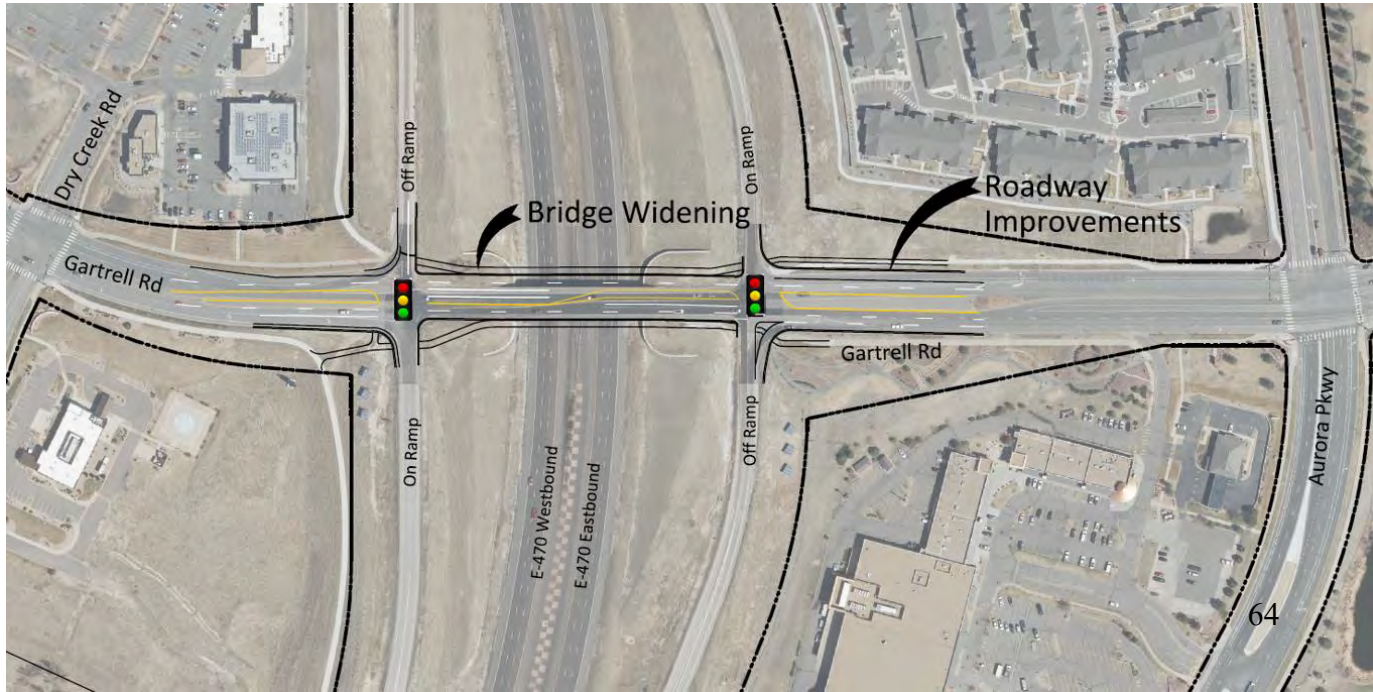
- SARIA Project Updates
  - Project Overview
  - Funding Update
  - Status Update



Gartrell Bridge Widening

Project Overview

- Design 5-lane roadway section over E-470
- Funding Partners
  - Bridge Design: Aurora, SARIA
  - Signal Design: Aurora
  - Temporary Signal Construction: E470
- Timeline
  - Project funded for 100% final design – address final comments
  - Temp traffic signals – operational
  - Construction – 2025-26



Gartrell Bridge Widening

Funding Update

Gartrell Bridge Widening	
$	Description
$950,000	Original Design
$500,000	SARIA share (previous IGA)
$450,000	SARIA design reimbursement
$250,000	E470 Construction Management Cost
$10,100,000	Estimated Construction Cost
$10,800,000	New SARIA IGA



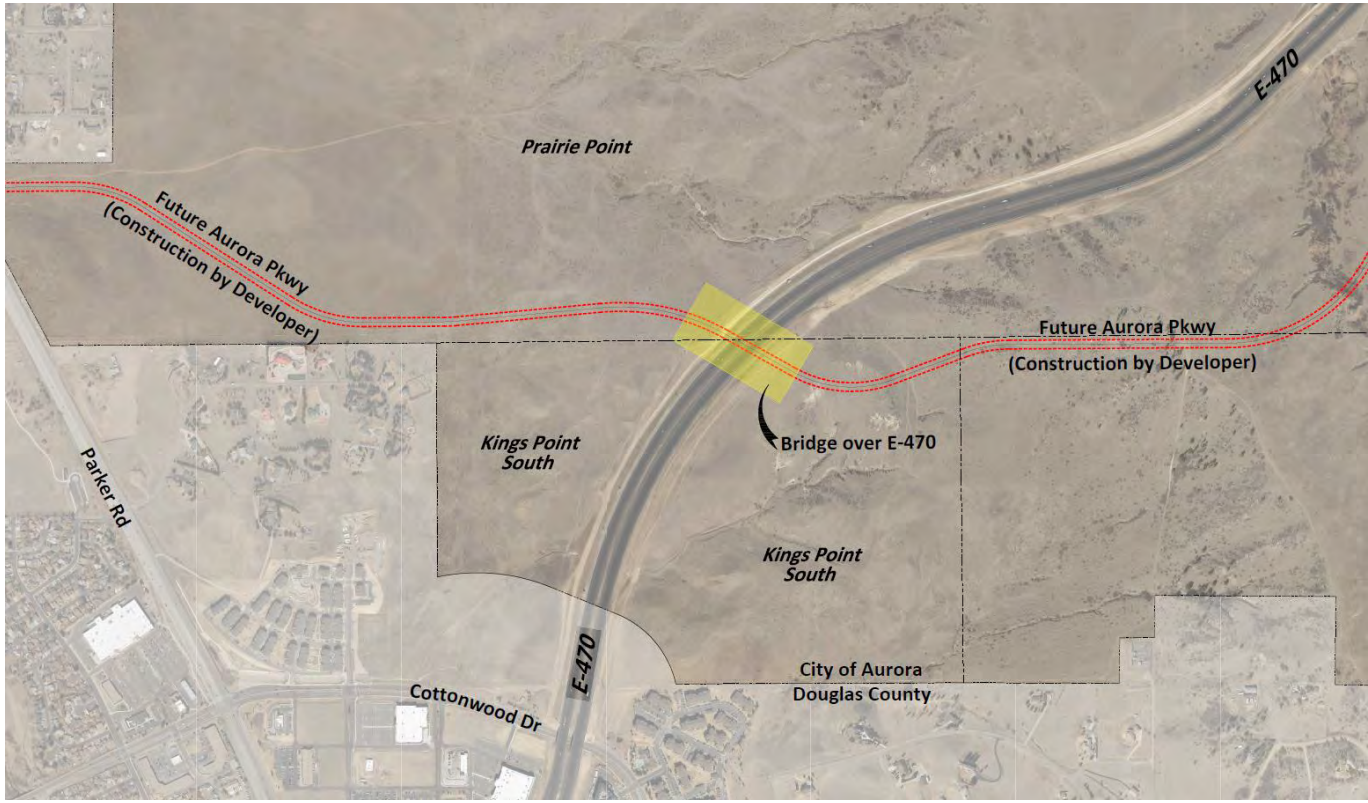
Status Update

- 100% plans submitted
- Anticipate final design approval Q1 2025

Aurora Parkway Bridge

Project Overview

- Design bridge over E-470 for future Aurora Parkway extension to Parker Road
- Funding Partners
  - Bridge Design: Aurora, SARIA
  - Roadway Design: Developers
- Current scope of services
  - 30% design final bridge
  - 100% design interim bridge
- Timeline
  - 30% Design – complete (interim and final)
  - Final Design – TBD – developer driven
  - Construction – TBD – developer driven



Aurora Parkway Bridge

Funding Update

Aurora Parkway Bridge	
$	Description
$700,000	Original Design (30% full bridge, 100% interim bridge)
$333,000	Remaining Design Funds
$390,000	Additional Design Funds Needed for Full Bridge Final Design
$800,000	Additional Funds Needed for CORE Construction
$250,000	E470 Construction Management Cost
$10,076,000	Construction - Interim Bridge
$14,966,000	Final Design and Construction - Full Bridge
$4,000,000	COA Impact Fee (maximum contribution)
$11,516,000	New SARIA IGA

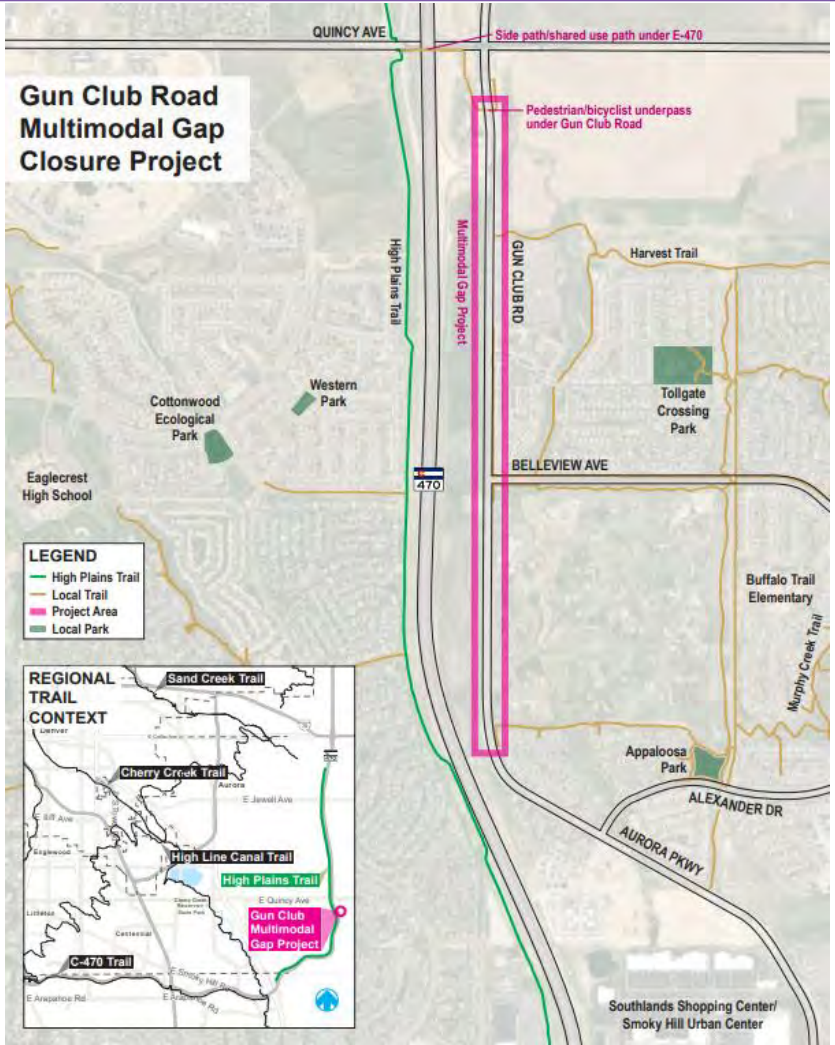
Status Update

- 30% plans complete
- Anticipate 18 months to complete final design in coordination with developers and trail designs

Gun Club Multimodal Improvements

Project Overview

- Design 4-lane roadway section (expandable to future 6-lane section) from Quincy Avenue to Aurora Parkway
- Funding Partners
  - Preliminary Design: SARIA, Arapahoe County
  - Final Design: Federal grant, Aurora, Arapahoe County
- Timeline
  - Preliminary Design – complete
  - Final Design - 2025-27
  - Construction - TBD



Gun Club Multimodal Improvements

Funding Update

Gun Club Multimodal Improvements	
$	Description
$4,600,000	Preliminary Design and Utility Relocation
$2,500,000	Final Design
$33,000,000	Estimated Construction Cost
$1,700,000	New SARIA IGA

Status Update

- Preliminary design complete
- Transmission line relocation ongoing
- Coordination with Arapahoe County and adjacent developer ongoing
- Anticipate final design 2025-2027



ARI Master Plan Number Three

Regional Improvements

Project	Estimated Cost (December 19, 2024)
Harvest Road - Alexander to Orchard	Complete
Smoky Hill and Powhaton Infrastructure Improvements	Complete
Quincy Avenue Improvements - Gun Club to Harvest	$ TBD
Gartrell Road Improvements - Bridge and Ramps	$11,300,000
Aurora Parkway Extension - half section bridge	$12,216,000
Arapahoe Road Lane Additions - Grandview to Liverpool	$ TBD
Gun Club Road Improvements - Quincy to Aurora Parkway	$40,100,000
Aurora Parkway Lane Additions	Complete
Quincy Avenue Lane Additions - Plains to E470	Complete
Quincy and E-470 Ramp Reconfiguration	Complete

Does Council support moving forward the Resolutions and Intergovernmental Agreements for the SARIA IGAs with the City of Aurora to the next available Regular Meeting?

Questions and Discussion

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE CITY OF AURORA
AND
THE SOUTH AURORA REGIONAL IMPROVEMENT AUTHORITY
REGARDING AURORA PARKWAY EXTENSION – HALF SECTION BRIDGE IMPROVEMENTS

THIS INTERGOVERNMENTAL AGREEMENT (the "Agreement") is made and entered into effective as of the last date it is executed (the "Effective Date"), by and between the **CITY OF AURORA**, a Colorado home rule municipal corporation (the "City"); the **SOUTH AURORA REGIONAL IMPROVEMENT AUTHORITY**, a quasi-municipal corporation and political subdivision of the State of Colorado ("SARIA"); and **KINGS POINT SOUTH METROPOLITAN DISTRICT NO. 1, KINGS POINT SOUTH METROPOLITAN DISTRICT NO. 2, KINGS POINT SOUTH METROPOLITAN DISTRICT NO. 3, OVERLOOK AT KINGS POINT SOUTH METROPOLITAN DISTRICT**, each a quasi-municipal corporation and political subdivision of the State of Colorado, and **PRAIRIE POINT COMMUNITY AUTHORITY BOARD**, a political subdivision and public corporation of the State of Colorado (each a "Partner" and together the "Partners") (the City, SARIA and the Partners may be collectively referred to herein as the "Parties" or individually as a "Party").

RECITALS

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

WHEREAS, the City and SARIA previously entered into that certain Intergovernmental Agreement Regarding Aurora Parkway Extension Improvements dated August 5, 2019 and approved by resolution number R2019-59 (Initial Scoping and Preliminary Design) (the "Design IGA") whereby SARIA contributed funding to support the initial scoping and design of the proposed bridge necessary to extend Aurora Parkway from its existing western terminus over E-470 to a new connection with Parker Road (as used herein, the "Aurora Parkway Extension"); and

WHEREAS, the Parties desire to cooperatively participate in the completion of the final design and construction of the Aurora Parkway Extension – Half Section Bridge as well as the Full Bridge Section for the long-term capital repair and replacement of the Aurora Parkway Bridge as further set forth herein; and

WHEREAS, in order to facilitate the completion of the scoping, design and final construction of the Aurora Parkway Extension, and as a supplement to the Design IGA without amending, supplanting or in any way altering the Design IGA, the Parties are willing to fund, and the City is willing to oversee, the completion of the scoping, design and final construction of the Aurora Parkway Bridge and all associated improvements, as a full section bridge (as used herein, the "Project"); and

WHEREAS, the Partners desire to commit to providing a long-term capital replacement fund for the Aurora Parkway Extension, to include the bridge, as further set forth herein; and

WHEREAS, SARIA anticipates issuing revenue bonds or other obligations (the "Bonds") in order to fund SARIA's contributions toward the Project as further set forth herein; and

WHEREAS, the Parties and their respective residents, constituents, taxpayers, and customers will jointly benefit from the mitigation of traffic congestion in the Project corridor and the greater region; and

WHEREAS, the Parties desire to enter into this Agreement in order to set forth their mutual understanding and agreement regarding completion of the Project.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto hereby covenant and agree as follows:

AGREEMENT

1. RECITALS. The foregoing recitals are hereby incorporated as though fully set forth herein.

2. PROJECT IMPLEMENTATION.

A. The Project. The "Project," as defined and used herein, shall be the final design and construction for the Aurora Parkway Bridge. The Project will design and construct a full section bridge and related bridge improvements, following or during the construction of the extension of Aurora Parkway from its existing western terminus over E-470 to a new connection with Parker Road and from the existing eastern terminus at Dry Creek Road, all as generally depicted in the project overview attached hereto as **Exhibit A** and incorporated by reference herein. Construction access to the bridge will be provided by the adjacent land owners.

B. Project Implementation and Funding. The Parties understand and agree that the City, in coordination with the other Parties and any and all other applicable entities, as necessary, shall be primarily responsible for facilitating, overseeing, and completing the Project. The Parties' financial contributions toward the costs of the Project will be funded as provided in Section 3 of this Agreement.

C. Anticipated Completion of Project. The City will use reasonable efforts to complete the Project by December 31, 2028. No failure by the City to complete the Project by December 31, 2028, shall constitute a breach of this Agreement so long as the City pursues completion with reasonable efforts and due diligence.

D. Communication. The City shall keep accurate records of the progress of the Project and shall provide status reports to the other Parties, or their designees, on a regular basis (at a minimum, quarterly), including progress updates, notice of any material problems related to

the Project, and a record of expenses and payments made to any contractor(s). Said status reports shall include updates to the Project Costs (defined herein) expended and the remaining costs projected to be expended through Project completion and shall note any variances from the estimated Project Costs as well as any adjustments to the time schedule for Project completion. Status reports may be provided by email, at SARIA board meetings, or by any other means mutually agreeable to the Parties.

3. PROJECT CONTRIBUTIONS.

A. Project Costs. "Project Costs" are as defined in the below Estimated Costs.

B. Allocated Shares of Estimated Project Costs. As further set forth herein, the Parties understand and agree that the total estimated costs to complete the Project and the Project Costs will be funded in the following allocations summarized below:

Entity	**Share of Estimated Cost**
SARIA (Previously Executed Design IGA)	$700,000
SARIA (this Agreement) One-Half Section	$11,516,000
SARIA SUBTOTAL	**$12,216,000**
City of Aurora Impact Fee	$4,000,000 (maximum contribution)
TOTAL Full Section	**$14,966,000**

C. SARIA Project Contribution. SARIA agrees to contribute to the City the amount not to exceed Eleven Million Five Hundred and Sixteen Thousand Dollars ($11,516,000) for the express limited purpose of funding the Project Costs (the "SARIA Project Contribution"). This SARIA Project Contribution is a supplement to the contribution set forth in the Design IGA, and nothing in this Agreement in any way amends, supplants or otherwise alters the Design IGA or the provisions thereof. SARIA will transfer the SARIA Project Contribution in two separate amounts to the City within 30 days of SARIA's receipt of each of two written requests from the City to transfer the SARIA Project Contribution, the first request being the amount the City reasonably expects will be needed to complete the design of the Project and the second request being the remainder of the SARIA Project Contribution; provided, the City shall not request such transfers prior to the issuance by SARIA of the Bonds, and the City agrees it will not, in good faith, submit a request to transfer the foregoing portions of the SARIA Project Contribution until such time as the City has a reasonable expectation that it will begin to incur Project Costs for which the funds are needed, in any amount, within 60 days of the request. The SARIA Project Contribution may be transferred in any manner mutually agreeable to the Parties.

D. City Contribution. Contingent upon the Parties contributions as described in this Agreement, and subject to annual appropriations, the City will be responsible for a one-time contribution not to exceed $4,000,000 towards the completion of the Project (the "City Contribution").

E. Use of Contribution Funds and Accounting.

(i) The City expressly agrees the SARIA Project Contribution funds shall only be used for the limited purpose of funding actual Project Costs. The City shall maintain or cause to be maintained full and complete records of actual Project Costs incurred and funds committed and expended by the City for actual Project Costs in accordance with generally accepted accounting principles. SARIA shall have the right to audit the City's financial records related to the Project during the Project and up to three (3) years after completion of the Project. The Parties acknowledge and agree that the SARIA Project Contribution is consistent with the total project cost that would be expected if the Project were undertaken as only a half section bridge. However, the Parties also acknowledge that it is not feasible to allocate the SARIA Project Contribution to only a half section bridge portion of the Project. Therefore, the Parties agree that the SARIA Project Contribution may be allocated and documented generally across all Project Costs.

(ii) The Parties agree the cost of City staff time directly related to and necessary for the implementation of the Project may be considered and included in Project Costs, and such costs will be specifically documented in the City's Project records; provided, general administrative and overhead costs of the City not directly related to the Project shall not be considered and included in Project Costs.

F. Project Cost Overruns and Underruns.

(i) If the City becomes aware that actual Project Costs may exceed the Estimated Project Costs, the City will provide SARIA with written notice of the same as soon as is reasonably practicable.

(ii) In the event the actual Project Costs do in fact exceed the Estimated Project Costs, SARIA and the City shall in good faith endeavor to appropriate additional funds in excess of the SARIA Project Contribution and the City Contribution, respectively, in order to fund the total amount of the Project Costs above the Estimated Project Costs; provided, however, the Parties expressly understand and agree that nothing in this Agreement in any way obligates SARIA or the City to budget, appropriate, transfer, pay or otherwise contribute to the Project an amount in excess of the SARIA Project Contribution and City Contribution, respectively, set forth herein.

(iii) In the event the actual Project Costs are in fact less than the Estimated Project Costs upon final completion of the Project, SARIA shall be entitled to receive its prorated share based on its total Project contributions of the difference between the total actual Project Costs and the Estimated Project Costs (the "Project Savings"), and, within 90 days of final completion of the Project, the City shall transfer the Project Savings to SARIA.

4. CAPITAL REPAIR AND REPLACEMENT FUNDS.

In addition to the contributions set forth in Section 3, above, the Parties agree to the following contributions for the City's long-term capital repair and replacement costs associated with the Project:

A. Replacement Funds. SARIA and the Partners each agree to contribute funds to the City in order to fund the long-term capital repair and replacement needs of the Project (the "Replacement Funds") as follows:

(i) SARIA agrees to contribute a one-time contribution of $737,897.50 (the "SARIA Replacement Contribution"); and

(ii) each of the Partners agrees to contribute a one-time contribution of $147,579.50, for a combined total from the Partners of $737,897.50 (the "Partners' Replacement Contributions," and together with the SARIA Replacement Contribution, the "Replacement Funds").

The Replacement Funds, and any interest earned thereon, shall be held and utilized by the City for the express limited purpose of funding the long-term capital repair and replacement needs of the Project and for no other purpose. This provision shall survive termination of this Agreement.

B. Timing of Transfers. SARIA and the Partners will each transfer their respective portion of the Replacement Funds as one lump sum to the City within 60 days of their receipt of a written request from the City; provided, the City shall not request such transfer from SARIA prior to the issuance by SARIA of the Bonds or from the Partners prior to the later of: (a) 90 days after the Effective Date, or (b) at such time as the City, in good faith, has a reasonable expectation that it will begin to incur Project Costs. The Replacement Funds may be transferred in any manner mutually agreeable to the Parties. Any interest earned on the Replacement Funds following transfer to the City shall become the property of the City for use consistent with this Agreement.

5. ANNUAL APPROPRIATIONS ONLY. It is expressly understood and agreed that the Parties are political subdivisions of the State of Colorado, and any and all financial obligations described hereunder, including but not limited to the City Contribution, the SARIA Projection Contribution, the SARIA Replacement Contribution, and the Partners' Replacement Contributions, are subject to annual appropriations of the respective Parties and do not establish debts or other multi-year fiscal obligations thereof. Each of the Parties may, in its sole discretion, utilize any funds lawfully available to it to fund its contribution(s) set forth herein.

6. COMPLETION OF IMPROVEMENTS; OWNERSHIP AND MAINTENANCE. All improvements, facilities and appurtenances associated with the Project, if any, will be owned, operated and maintained by the City or by a third party. Nothing herein shall be construed as granting to any entity other than the Parties any rights, property or otherwise, in the Project, or any improvements, facilities and appurtenances associated with the same. Any and all designs, plans, drawings or other documents prepared by or for the City to complete the Project pursuant to this Agreement shall be considered the joint property of the Parties and shall be made available to SARIA and the Partners at any time upon request.

7. CHARACTER OF PARTIES' ROLES. Except for the SARIA Project Contribution, the SARIA Replacement Contribution, and the Partners' Replacement Contributions as set forth herein, the Parties expressly understand and agree that SARIA and the Partners shall not have any duty, obligation, responsibility or liability related to the planning, design, construction, completion, ownership, operation or maintenance of the Project. The adjacent land owners are responsible for providing construction access to the Project, however, this agreement does not provide for or in any way affect any obligations of the Parties or any third parties related to construction of Aurora Parkway east and west of the Project. SARIA and the Partners shall not be liable for any claims, demands, losses, damages, expenses, injuries, or liabilities arising from the death or injury of any person or persons, including any claims of the City or other funding entities, or from any damage to or destruction of property, caused by or in connection with City's activities performed pursuant to this Agreement to complete the Project, or any negligent act or omission of the City, its officers, employees, or agents, or any other funding entities or the Project contractor(s) related thereto.

8. INSURANCE. The City shall require that any and all contractor(s) performing work for the Project obtain and maintain insurance in customary industry amounts satisfactory to the City.

9. BREACH AND ENFORCEMENT. It is specifically understood that, by executing this Agreement, subject to Section 5 hereof, each Party commits itself to perform pursuant to the terms and conditions contained herein and that the failure of any Party to fulfill any obligation set forth herein shall constitute a breach of this Agreement. The Parties agree that this Agreement may be enforced in law or in equity for specific performance, injunctive, or other appropriate relief, as may be available according to the laws of the State of Colorado.

10. TERM OF AGREEMENT AND TERMINATION. This Agreement shall be effective as of the Effective Date identified above and shall terminate upon the earlier of: (1) payment of the SARIA Projection Contribution, the SARIA Replacement Contribution, and the Partners' Replacement Contributions to the City; completion and close out of the Project including all applicable warranty periods, final accounting of the Project Costs being provided by the City to SARIA, and payment or permitted withholding of any Project Savings as provided in Section 3(f)(iii) hereof; and exhaustion of the Replacement Funds consistent with the provisions of this Agreement; or (2) termination in the event of default pursuant to the below provisions.

In the event of termination for any reason, the City shall: (1) settle all accounts related to the Project and, subject to Section 3(f)(iii) hereof, remit to SARIA any portion of the SARIA Project Contribution that has not been applied to Project Costs or that is recovered from or refunded by any Project contractor, as applicable; and (2) remit to SARIA and the Partners on a pro rata basis any portion of the Replacement Funds that have not been utilized by the City consistent with the provisions of this Agreement.

11. MISCELLANEOUS.

A. Assignment. The Parties hereto may not assign this Agreement or parts hereof or its rights hereunder without the express written consent of all of the other Parties. Any attempt to assign this Agreement in the absence of such written consent shall be null and void *ab initio*.

B. Time is of the Essence. The Parties acknowledge that time is of the essence in the performance of this Agreement.

C. No Partnership or Agency. Notwithstanding any language in this Agreement or any representation or warranty to the contrary, the Parties shall not be deemed or constitute partners, joint venture participants, or agents of the other. Any actions taken by the Parties pursuant to this Agreement shall be deemed actions as an independent contractor of the others.

D. No Third-Party Beneficiaries. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement shall be strictly reserved to the Parties. It is the express intention of the Parties that any person or entity other than the Parties shall be deemed to be only an incidental beneficiary under this Agreement.

E. Governmental Immunity. Nothing in this Agreement or in any actions taken by the Parties or their respective elected officials, directors, officers, agents and employees pursuant to this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions of the Colorado Governmental Immunity Act, Sections 24-10-101, *et seq*., C.R.S., and any other applicable law.

F. No Personal Liability. No elected official, director, officer, agent or employee of the Parties shall be charged personally or held contractually liable under any term or provision of this Agreement, or because of any breach thereof or because of its or their execution, approval or attempted execution of this Agreement.

G. Notices. Any notices or other communications required or permitted by this Agreement or by law to be served on, given to, or delivered to any Party hereto by another Party shall be in writing and shall be deemed duly served, given, or delivered when personally delivered to the Party to whom it is addressed or, in lieu of such personal services, when received in the United States mail, first-class postage prepaid addressed to:

If to SARIA:

South Aurora Regional Improvement Authority
c/o Special District Management Services, Inc.
Attn: Manager
141 Union Boulevard
Lakewood, CO 80228

With a copy to:
South Aurora Regional Improvement Authority

c/o Spencer Fane LLP
Attn: Tom George
1700 Lincoln Street, Suite 2000
Denver, CO 80203

If to the City:

City of Aurora
Public Works Director
15151 E. Alameda Parkway, Suite 3200
Aurora, CO 80012

With a copy to:
City of Aurora
City Attorney's Office
15151 E. Alameda Parkway, Suite 5300
Aurora, CO 80012

If to Kings Point South Metropolitan District No. 1:

White Bear Ankele Tanaka & Waldron
Attn: Clint Waldron
2154 E Commons Ave #2000
Centennial, CO 80122

If to Kings Point South Metropolitan District No. 2:

White Bear Ankele Tanaka & Waldron
Attn: Clint Waldron
2154 E Commons Ave #2000
Centennial, CO 80122

If to Kings Point South Metropolitan District No. 3:

White Bear Ankele Tanaka & Waldron
Attn: Clint Waldron
2154 E Commons Ave #2000
Centennial, CO 80122

If to Overlook at Kings Point South Metropolitan District:

Cockrel Ela Glesne Greher & Ruhland, P.C.
Attn: Matthew Ruhland
44 Cook Street, Suite 620
Denver, Colorado 80206

If to Prairie Point Community Authority Board :

c/o CliftonLarsonAllen LLP
8390 E. Crescent Pkwy, Suite 300
Greenwood Village, CO 80111
Email: Lisa.Johnson@claconnect.com
Attn: Lisa Johnson

With a copy to:
McGeady Becher Cortese Williams P.C.
450 East 17th Avenue, Suite 400
Denver, CO 80203-1254
Phone: 303-592-4380
Email: legalnotices@specialdistrictlaw.com

Any Party may change its address for the purpose of this section by giving written notice of such change to the other Party in the manner provided in this section.

H. Headings. The headings and captions in this Agreement are intended solely for the convenience of reference and shall be given no effect in the construction or interpretation of this Agreement.

I. Controlling Law and Venue. This Agreement shall be construed in accordance with the laws of the State of Colorado. In the event of any dispute between the Parties, the exclusive venue for dispute resolution shall be the District Court for and in Arapahoe County, Colorado.

J. No Waiver. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other of the provisions of this Agreement, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided herein, nor shall the waiver of any default hereunder be deemed a waiver of any subsequent default hereunder.

K. Binding Contract. This Agreement shall inure to and be binding on the successors and permitted assigns of the Parties.

L. Entire Contract. Except for the Design IGA, this Agreement constitutes the entire agreement between the Parties with regard to the Project and sets forth the rights, duties, and obligations of each to the other as of this date. Except for the Design IGA, any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement with regard to the Project are of no force and effect.

M. Contract Modification. This Agreement may not be amended, altered, or otherwise changed except by a written agreement between all of the Parties.

N. Severability. The invalidity or unenforceability of any portion or previous version of this Agreement shall not affect the validity or enforceability of any other portion or

provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and, in such event, the Parties shall negotiate in good faith to replace such invalidated provision in order to carry out the intent of the Parties in entering into this Agreement.

O. Counterpart Execution. This Agreement may be executed in multiple counterparts; all counterparts so executed shall constitute one agreement binding upon all parties, notwithstanding that all parties are not signatories to the original or the same counterpart. Documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement and all matters related thereto, with such scanned and electronic signatures having the same legal effect as original signatures.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date first above written. 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.

[signature pages follow]

CITY OF AURORA, COLORADO

By: _____ Dated: _____
Mike Coffman, Mayor

Attested:

_____
Kadee Rodriguez, City Clerk

Approved as to Form:

_____
Michelle Gardner, Sr. Assistant City Attorney

SOUTH AURORA REGIONAL IMPROVEMENT AUTHORITY

By:_____

Name:_____

Its:_____

Date:_____

ATTEST:

By:_____

Name:_____

Its:_____

KINGS POINT SOUTH METROPOLITAN DISTRICT NO. 1

By:_____

Name:_____

Its:_____

Date:_____

ATTEST:

By:_____

Name:_____

Its:_____

KINGS POINT SOUTH METROPOLITAN DISTRICT NO. 2

By:_____

Name:_____

Its:_____

Date:_____

ATTEST:

By:_____

Name:_____

Its:_____

KINGS POINT SOUTH METROPOLITAN DISTRICT NO. 3

By:_____

Name:_____

Its:_____

Date:_____

ATTEST:

By:_____

Name:_____

Its:_____

OVERLOOK AT KINGS POINT SOUTH METROPOLITAN DISTRICT

By:_____

Name:_____

Its:_____

Date:_____

ATTEST:

By:_____

Name:_____

Its:_____

PRAIRIE POINT COMMUNITY AUTHORITY BOARD

By:_____

Name:_____

Its:_____

Date:_____

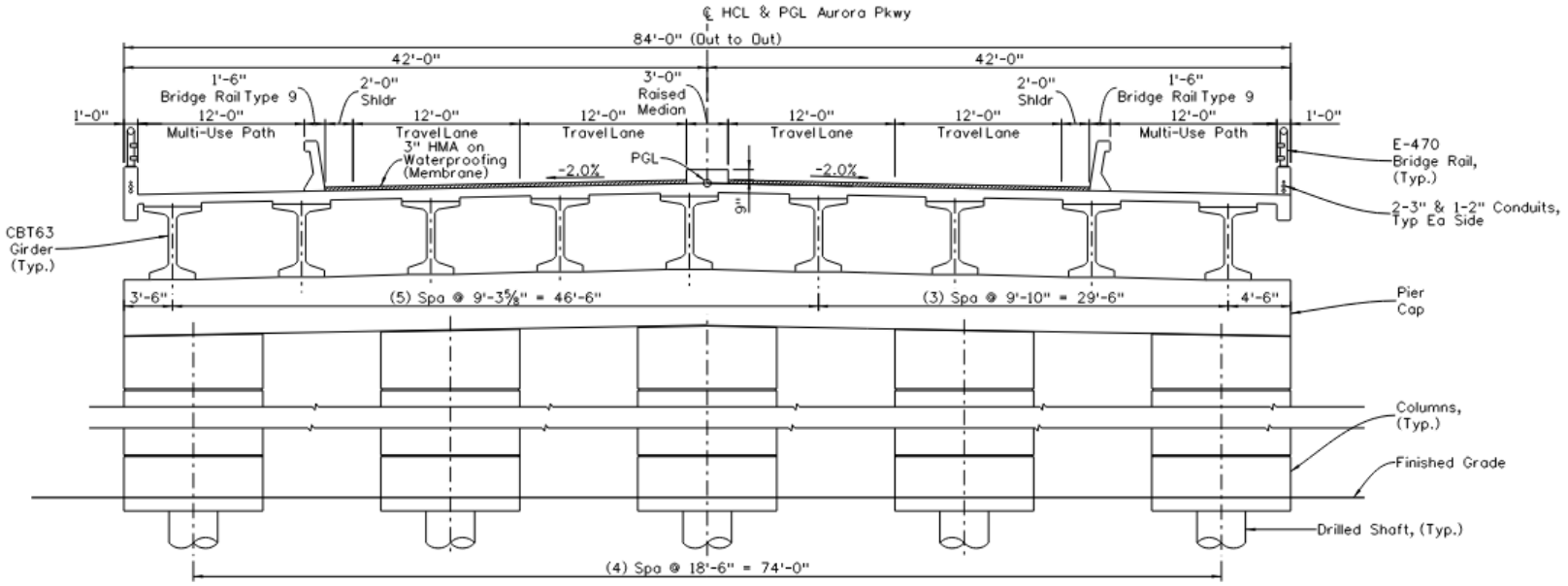
ATTEST:

By:_____

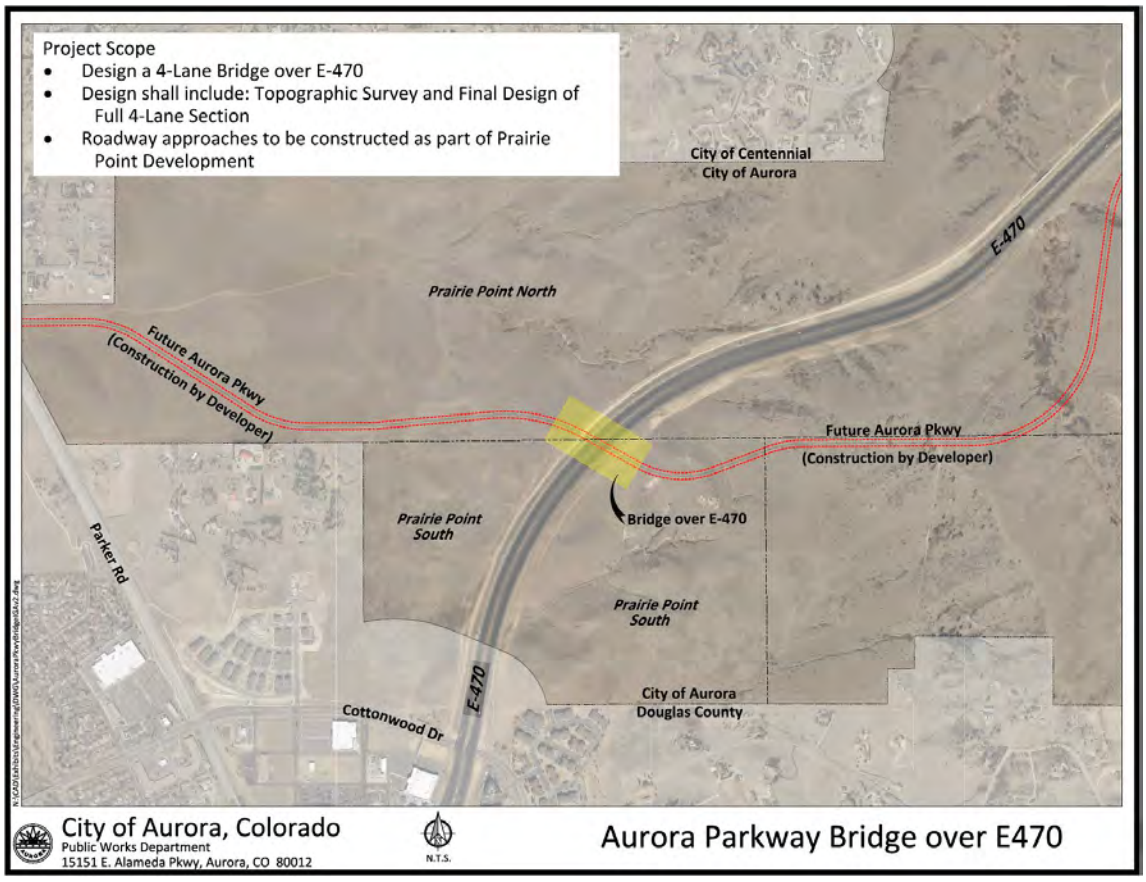
Name:_____

Its:_____

EXHIBIT A



COMBINED ULTIMATE TYPICAL SECTION



RESOLUTION NO. R2025- _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF AURORA AND THE SOUTH AURORA REGIONAL IMPROVEMENT AUTHORITY REGARDING AURORA PARKWAY EXTENSION – HALF SECTION BRIDGE IMPROVEMENTS

WHEREAS, the City of Aurora, Colorado ("City") and the South Aurora Regional Improvement Authority ("SARIA"), collectively "the Parties", as Colorado governmental entities, are constitutionally and statutorily empowered pursuant to Colo. Const., Article XIV, §18, and Sections 29-1-201, et seq., C.R.S., to cooperate or contract via intergovernmental agreement with one another to provide functions, services, or facilities authorized to each cooperating government; and

WHEREAS, the partners to the Parties include Kings Point South Metropolitan District No. 1, Kings Point South Metropolitan District No. 2, Kings Point South Metropolitan District No. 3, Overlook at Kings Point South Metropolitan District, each a quasi-municipal corporation and political subdivision of the State of Colorado, and Prairie Point Community Authority Board, a contractually established governmental entity (each a "Partner" and together the "Partners") (the City, SARIA and the Partners may be collectively referred to herein as the "Parties" or individually as a "Party"); and

WHEREAS, the City and SARIA previously entered into that certain Intergovernmental Agreement Regarding Aurora Parkway Extension Improvements dated August 5, 2019 and approved by resolution number R2019-59 (Initial Scoping and Preliminary Design) (the "Design IGA") whereby SARIA contributed funding to support the initial scoping and design of the proposed bridge necessary to extend Aurora Parkway from its existing western terminus over E-470 to a new connection with Parker Road (as used herein, the "Aurora Parkway Extension"); and

WHEREAS, the Parties desire to cooperatively participate in the completion of the final design and construction of the Aurora Parkway Extension – Half Section Bridge as well as the Full Bridge Section for the long-term capital repair and replacement of the Aurora Parkway Bridge as further set forth herein; and

WHEREAS, in order to facilitate the completion of the scoping, design and final construction of the Aurora Parkway Extension, and as a supplement to the Design IGA without amending, supplanting or in any way altering the Design IGA, the Parties are willing to fund, and the City is willing to oversee, the completion of the scoping, design and final construction of the Aurora Parkway Bridge and all associated improvements, as a full section bridge (the "Project"); and

WHEREAS, the Partners desire to commit to providing a long-term capital replacement fund for the Aurora Parkway Extension, to include the bridge, as further set forth in the Intergovernmental Agreement; and

WHEREAS, SARIA anticipates issuing revenue bonds or other obligations in order to fund SARIA's contribution toward the Project (the "Bonds"); and

WHEREAS, SARIA was established, in part, to support the planning, design, construction, installation, acquisition, relocation, redevelopment and financing of regional improvement projects to benefit the City of Aurora and SARIA's member districts, their constituents, and the public; and

WHEREAS, the Parties and their respective residents, constituents, taxpayers, and customers will jointly benefit from the mitigation of traffic congestion in the Project corridor and the greater region; and

WHEREAS, the Parties desire to enter into the Intergovernmental Agreement Between the City of Aurora and the South Aurora Regional Improvement Authority Regarding Aurora Parkway Extension – Half Section Bridge Improvements in order to set forth their mutual understanding and agreement regarding completion of the Project; and

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

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

Section 1. The Intergovernmental Agreement Between the City of Aurora and the South Aurora Regional Improvement Authority Regarding Aurora Parkway Extension – Half Section Bridge Improvements is hereby approved.

Section 2. The Mayor and the City Clerk are hereby authorized to execute and deliver this 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 prior Resolutions or any parts that are inconsistent herewith are hereby rescinded.

RESOLVED AND PASSED this _____ day of _____, 2025.

_____
MIKE COFFMAN, Mayor

ATTEST:

_____
KADEE RODRIGUEZ, City Clerk

APPROVED AS TO LEGAL FORM:

PETER A. SCHULTE, CITY ATTORNEY

Michelle Gardner RLA
_____
MICHELLE GARDNER, Sr. Assistant City Attorney

CITY OF AURORA
Council Agenda Commentary

Item Title: Intergovernmental Agreement (IGA) with South Aurora Regional Improvement Authority (SARIA) for Gartrell Bridge Widening Project (Resolution)
Item Initiator: Megan Cox, Program Coordinator, Public Works
Staff Source/Legal Source: Cathleen Valencia, Manager of Project Delivery Services, Public Works / Michelle Gardner, Senior Assistant City Attorney
Outside Speaker: N/A
Council Goal: 2012: 3.2--Reduce travel time and reduce congestion and provide expanded multi-modal mobility choices

COUNCIL MEETING DATES:

Study Session: 3/10/2025

Regular Meeting: 3/24/2025

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.)*

- Agenda long title
- Waiver of reconsideration requested, and if so, why
- Sponsor name
- Staff source name, title, department / 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)

Cathleen Valencia, Manager of Project Delivery Services, 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 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: Transportation, Airports & Public Works

Policy Committee Date: 2/20/2025

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

☒ Recommends Approval

☐ Does Not Recommend Approval

☐ Forwarded Without Recommendation

☒ Minutes Not Available

☐ Minutes Attached

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

On April 17, 2017, City Council approved the South Aurora Regional Improvement Authority Establishing Agreement between the City and the Metro Districts.

On June 15, 2018, the South Aurora Regional Improvement Authority (SARIA) adopted the South Aurora Regional Improvement Authority Master Plan which authorized SARIA to contribute funding to support various regional improvements within the City of Aurora.

On September 17, 2018, City Council approved the First Amendment to the South Aurora Regional Improvement Authority Establishment Agreement. This agreement enabled SARIA to proceed with the bond issuance to fund the initial capital improvement projects of SARIA's Master Plan.

On August 5, 2019, City Council approved the Resolution of the City Council of the City of Aurora, Colorado, for the Intergovernmental Agreement between the City of Aurora and the South Aurora Regional Improvement Authority (SARIA) regarding Gartrell Road Improvements.

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

This item requests approval of an IGA between the City of Aurora and SARIA to fund construction of the Gartrell Bridge Improvement (Widening) Project. The project is included in SARIA's Establishing Agreement as part of the approved project list.

Gartrell Bridge Widening will construct a 5-lane roadway section over E-470 between Dry Creek Road and Aurora Parkway. The following table provides a funding update on the project.

Gartrell Bridge Widening	
$	Description
$950,000	Original Design
$500,000	SARIA share (previous IGA)
$450,000	SARIA design reimbursement
$250,000	E470 Construction Management Cost
$10,100,000	Estimated Construction Cost
$10,800,000	New SARIA IGA

Final design is complete and construction is expected to commence in the fall of 2025.

The SARIA Board meets March 5th to discuss and vote on approval of this IGA. Public Works staff recommends the IGA with SARIA move forward to Study Session.

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. This project will be funded utilizing SARIA funds.

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

N/A

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

N/A. Workload will be absorbed into FTE positions in Transportation Project Delivery unit of Public Works Engineering.

QUESTIONS FOR COUNCIL

Does Council support moving forward the Resolution and the Intergovernmental Agreement between SARIA and City of Aurora for the Gartrell Bridge Widening Project 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
March 10, 2025

SARIA IGAs for 3 Transportation Projects:

Gartrell Bridge Widening
Aurora Parkway Bridge
Gun Club Multimodal Improvements

Cathy Valencia, Transportation Project Delivery Manager, Public Works

Agenda

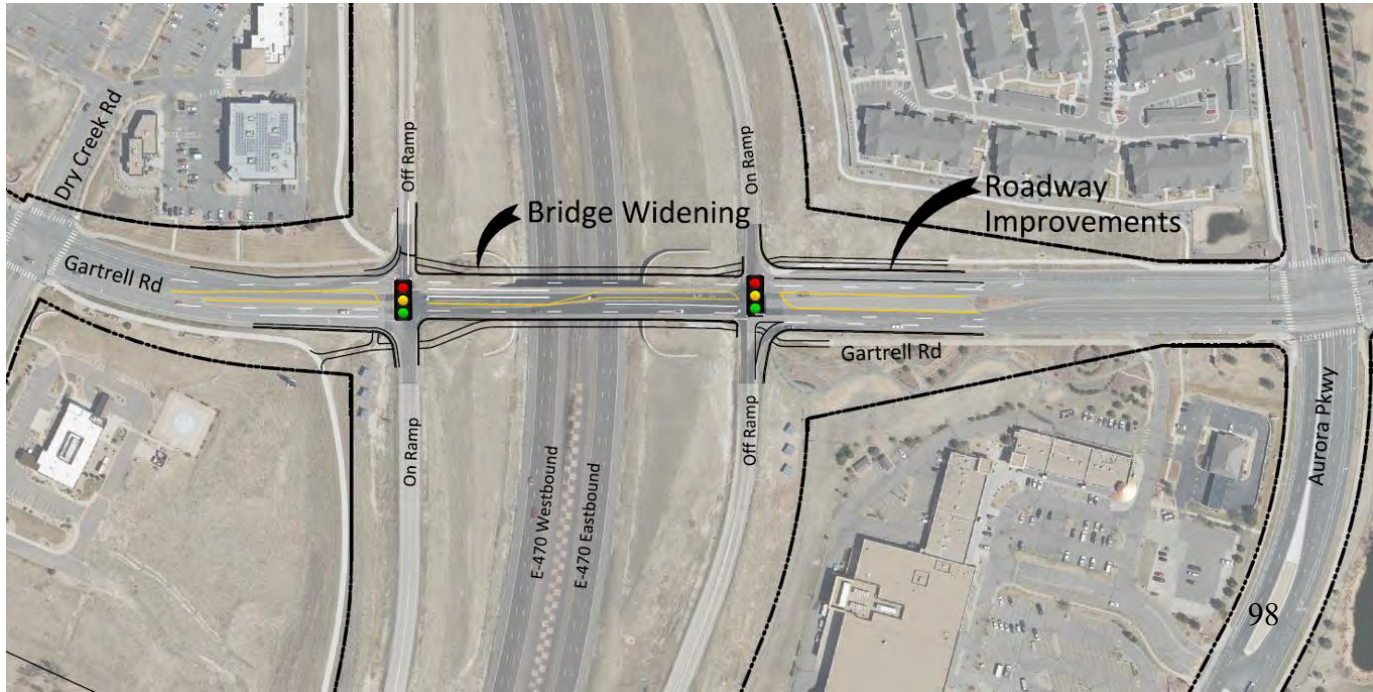
- SARIA Project Updates
  - Project Overview
  - Funding Update
  - Status Update



Gartrell Bridge Widening

Project Overview

- Design 5-lane roadway section over E-470
- Funding Partners
  - Bridge Design: Aurora, SARIA
  - Signal Design: Aurora
  - Temporary Signal Construction: E470
- Timeline
  - Project funded for 100% final design – address final comments
  - Temp traffic signals – operational
  - Construction – 2025-26



Gartrell Bridge Widening

Funding Update

Gartrell Bridge Widening	
$	Description
$950,000	Original Design
$500,000	SARIA share (previous IGA)
$450,000	SARIA design reimbursement
$250,000	E470 Construction Management Cost
$10,100,000	Estimated Construction Cost
$10,800,000	New SARIA IGA



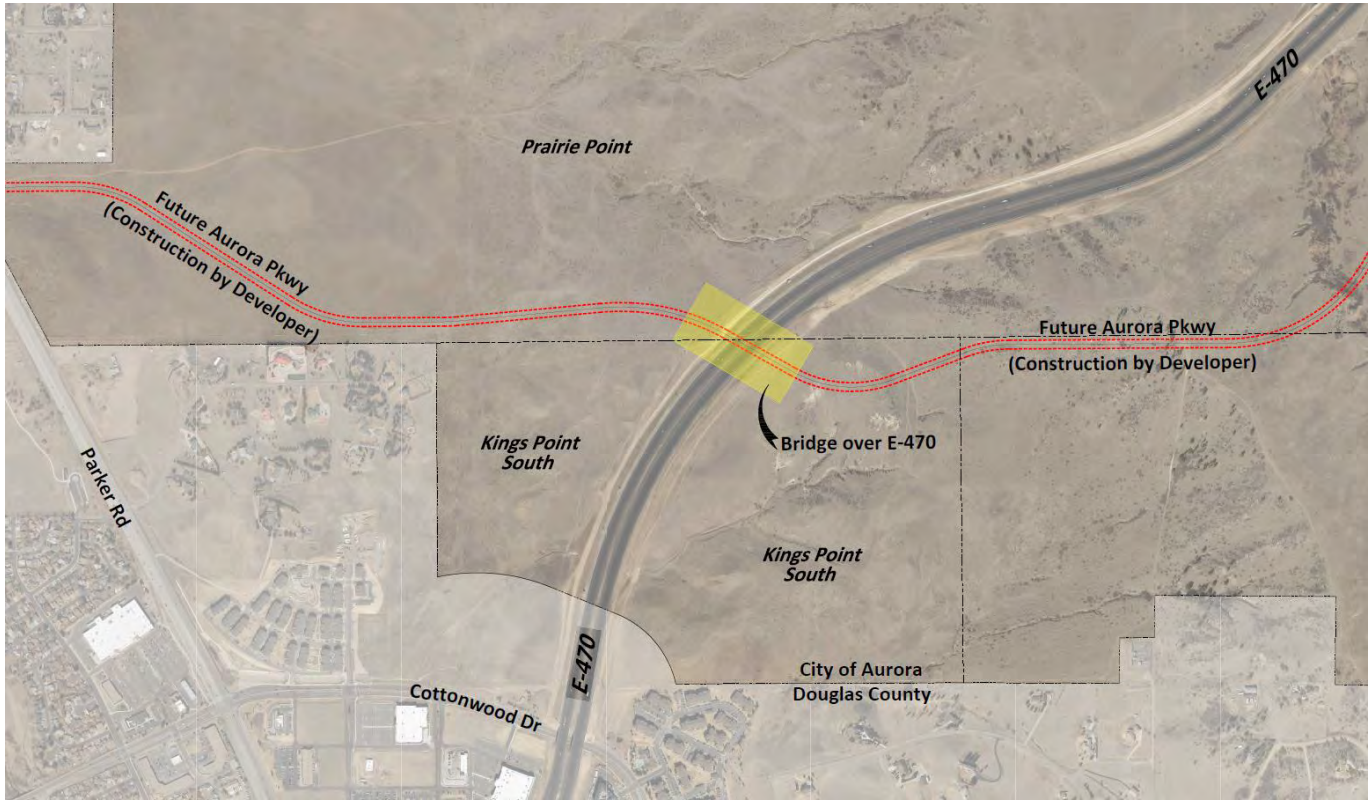
Status Update

- 100% plans submitted
- Anticipate final design approval Q1 2025

Aurora Parkway Bridge

Project Overview

- Design bridge over E-470 for future Aurora Parkway extension to Parker Road
- Funding Partners
  - Bridge Design: Aurora, SARIA
  - Roadway Design: Developers
- Current scope of services
  - 30% design final bridge
  - 100% design interim bridge
- Timeline
  - 30% Design – complete (interim and final)
  - Final Design – TBD – developer driven
  - Construction – TBD – developer driven



Aurora Parkway Bridge

Funding Update

Aurora Parkway Bridge	
$	Description
$700,000	Original Design (30% full bridge, 100% interim bridge)
$333,000	Remaining Design Funds
$390,000	Additional Design Funds Needed for Full Bridge Final Design
$800,000	Additional Funds Needed for CORE Construction
$250,000	E470 Construction Management Cost
$10,076,000	Construction - Interim Bridge
$14,966,000	Final Design and Construction - Full Bridge
$4,000,000	COA Impact Fee (maximum contribution)
$11,516,000	New SARIA IGA

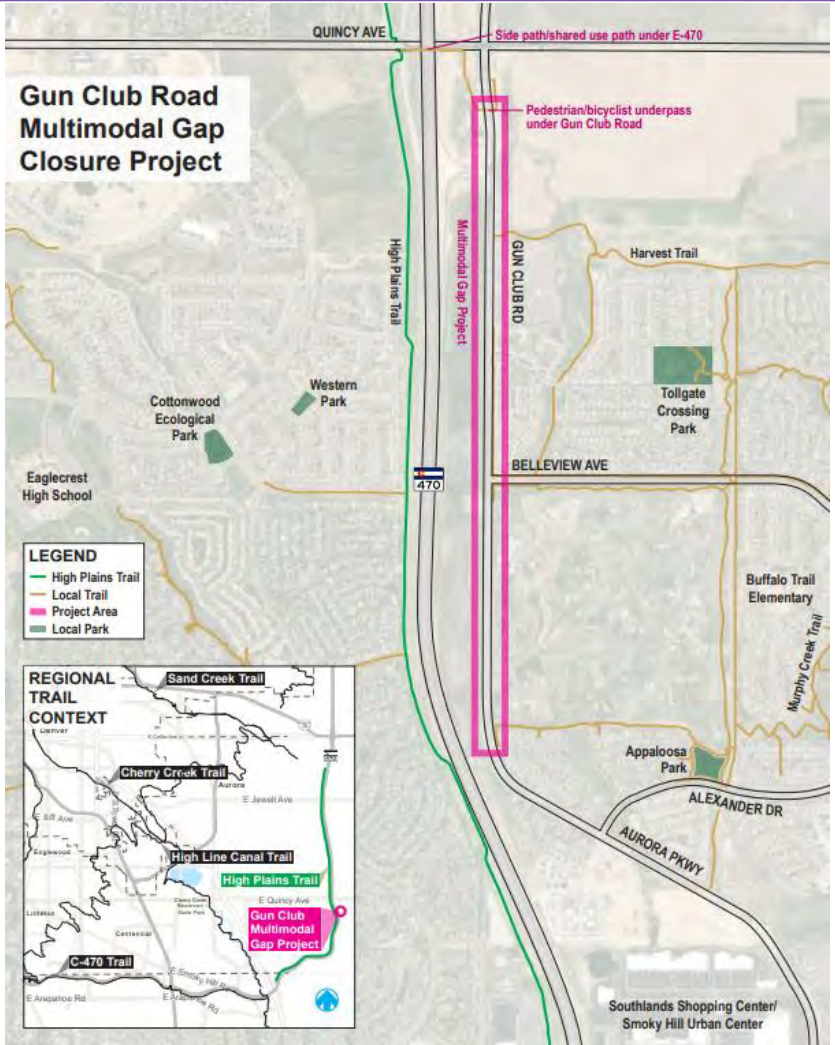
Status Update

- 30% plans complete
- Anticipate 18 months to complete final design in coordination with developers and trail designs

Gun Club Multimodal Improvements

Project Overview

- Design 4-lane roadway section (expandable to future 6-lane section) from Quincy Avenue to Aurora Parkway
- Funding Partners
  - Preliminary Design: SARIA, Arapahoe County
  - Final Design: Federal grant, Aurora, Arapahoe County
- Timeline
  - Preliminary Design – complete
  - Final Design - 2025-27
  - Construction - TBD



Gun Club Multimodal Improvements

Funding Update

Gun Club Multimodal Improvements	
$	Description
$4,600,000	Preliminary Design and Utility Relocation
$2,500,000	Final Design
$33,000,000	Estimated Construction Cost
$1,700,000	New SARIA IGA

Status Update

- Preliminary design complete
- Transmission line relocation ongoing
- Coordination with Arapahoe County and adjacent developer ongoing
- Anticipate final design 2025-2027



ARI Master Plan Number Three

Regional Improvements

Project	Estimated Cost (December 19, 2024)
Harvest Road - Alexander to Orchard	Complete
Smoky Hill and Powhaton Infrastructure Improvements	Complete
Quincy Avenue Improvements - Gun Club to Harvest	$ TBD
Gartrell Road Improvements - Bridge and Ramps	$11,300,000
Aurora Parkway Extension - half section bridge	$12,216,000
Arapahoe Road Lane Additions - Grandview to Liverpool	$ TBD
Gun Club Road Improvements - Quincy to Aurora Parkway	$40,100,000
Aurora Parkway Lane Additions	Complete
Quincy Avenue Lane Additions - Plains to E470	Complete
Quincy and E-470 Ramp Reconfiguration	Complete

Does Council support moving forward the Resolutions and Intergovernmental Agreements for the SARIA IGAs with the City of Aurora to the next available Regular Meeting?

Questions and Discussion

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE CITY OF AURORA
AND
THE SOUTH AURORA REGIONAL IMPROVEMENT AUTHORITY
REGARDING GARTRELL ROAD IMPROVEMENTS
(CONSTRUCTION)

THIS INTERGOVERNMENTAL AGREEMENT (the "Agreement") is made and entered into effective as of the last date it is executed (the "Effective Date"), by and between the CITY OF AURORA, a Colorado home rule municipal corporation (the "City"), and the SOUTH AURORA REGIONAL IMPROVEMENT AUTHORITY, a quasi-municipal corporation and political subdivision of the State of Colorado ("SARIA") (the City and SARIA may be collectively referred to herein as the "Parties" or individually as a "Party").

RECITALS

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

WHEREAS, the Parties previously entered into that certain Intergovernmental Agreement Regarding Gartrell Road Improvements dated August 5, 2019 and approved by Resolution Number R2019-60 (Initial Scoping And Preliminary Design) (the "Design IGA"), whereby SARIA contributed funding to support the initial scoping and design of the improvement of Gartrell Road between Dry Creek Road and Aurora Parkway, including the improvement and/or expansion of the Gartrell Road bridge at E-470 (as used herein, the "Gartrell Road Improvements"); and

WHEREAS, in order to further facilitate the timely scoping, design and completion of the Gartrell Road Improvements and as a supplement to the Design IGA without amending, supplanting or in any way altering the Design IGA, SARIA is willing to provide additional funding for, and the City is willing to oversee to completion, the final design approval and construction of the Gartrell Road Improvements (as used herein, the "Project") as further set forth herein; and

WHEREAS, SARIA anticipates issuing revenue bonds or other obligations (the "Bonds") in order to fund SARIA's contribution toward the Project, in whole or in part, as further set forth herein; and

WHEREAS, SARIA was established, in part, to support the planning, design, construction, installation, acquisition, relocation, redevelopment and financing of regional improvement projects to benefit the City of Aurora and SARIA's member districts, their constituents, and the public; and

WHEREAS, the Parties and their respective residents, constituents, taxpayers, and customers will jointly benefit from the mitigation of traffic congestion in the Project corridor and the greater region; and

WHEREAS, the Parties desire to enter into this Agreement in order to set forth their mutual understanding and agreement regarding completion of the Project.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto hereby covenant and agree as follows:

AGREEMENT

1. RECITALS. The foregoing recitals are hereby incorporated as though fully set forth herein.

2. PROJECT IMPLEMENTATION.

A. The Project. The "Project," as defined and used herein, shall be the completion of final design and construction of the Gartrell Road Improvements, including but not limited to expansion of the existing Gartrell Road bridge, and related improvements of Gartrell Road between Dry Creek Road and Aurora Parkway, all as generally depicted in the project overview attached hereto as **Exhibit A** and incorporated by reference herein.

B. Project Implementation and Funding. The Parties understand and agree that the City, in coordination with SARIA and any and all other applicable entities, as necessary, shall be primarily responsible for facilitating, overseeing, and completing the Project. SARIA's financial contribution toward the costs of the Project will be funded as provided in Section 3 of this Agreement.

C. Anticipated Completion of Project. The City will use reasonable efforts to complete the Project by December 31, 2026. No failure by the City to complete the Project by December 31, 2026, shall constitute a breach of this Agreement so long as the City pursues completion with reasonable efforts and due diligence.

D. Communication. The City shall keep accurate records of the progress of the Project and shall provide status reports to SARIA, or its designee, on a regular basis (at a minimum, quarterly), including progress updates, notice of any material problems related to the Project, and a record of expenses and payments made to any contractor(s). Said status reports shall include updates to the Project Costs (defined herein) expended and the remaining costs projected to be expended through Project completion and shall note any variances from the estimated Project Costs as well as any adjustments to the time schedule for Project completion.

3. CONTRIBUTIONS TO PROJECT COSTS.

A. General. The total Project Costs, including the design costs reimbursement and construction, are currently estimated to be approximately Ten Million Eight Hundred Thousand Dollars ($10,800,000) (the "Estimated Project Costs").

B. Allocated Shares of Estimated Costs. As further set forth herein, the Parties acknowledge that SARIA's contributions pursuant to the Design IGA and this Agreement are expected to be sufficient to fund the full completion of the Project as summarized below:

Entity	**Share of Estimated Cost**
SARIA (Previous Design IGA)	$500,000
SARIA (this Agreement)	$10,800,000
TOTAL (Project)	**$11,300,000**

C. SARIA Contribution. SARIA agrees to contribute funds toward the actual costs of the Project as provided in this Section 3 (the "Project Costs"). SARIA agrees to contribute to the City the amount of $10,800,000 for the express limited purpose of funding the Project Costs (the "SARIA Contribution"). This SARIA Contribution is a supplement to the contribution set forth in the Design IGA, and nothing in this Agreement in any way amends, supplants or otherwise alters the Design IGA or the provisions thereof. SARIA will transfer the SARIA Contribution as one lump sum to the City within 30 days of SARIA's receipt of a written request from the City to transfer the SARIA Contribution; provided, the City shall not request such transfer prior to the issuance by SARIA of the Bonds, and the City agrees it will not, in good faith, submit a request to transfer the SARIA Contribution until such time as the City has a reasonable expectation that it will begin to incur Project Costs, in any amount, within 90 days of the request. The SARIA Contribution may be transferred in any manner mutually agreeable to the Parties.

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D. Use of Contribution Funds and Accounting.

(i) The City expressly agrees the SARIA Contribution funds shall only be used for the limited purpose of funding actual Project Costs. The City shall maintain or cause to be maintained full and complete records of actual Project Costs incurred and funds committed and expended by the City for actual Project Costs in accordance with generally accepted accounting principles. SARIA shall have the right to audit the City's financial records related to the Project during the Project and up to three (3) years after completion of the Project.

(ii) The Parties agree the cost of City staff time directly related to and necessary for the implementation of the Project may be considered and included in Project Costs, and such costs will be specifically documented in the City's Project records;

provided, general administrative and overhead costs of the City not directly related to the Project shall not be considered and included in Project Costs.

E. Project Cost Overruns and Underruns.

(i) If the City becomes aware that Project Costs may exceed the Estimated Project Costs, the City will provide SARIA with written notice of the same as soon as is reasonably possible.

(ii) In the event the Project Costs do in fact exceed the Estimated Project Costs, SARIA shall in good faith endeavor to appropriate additional funds in excess of the SARIA Contribution in order to fund the total amount of the Project Costs above the Estimated Project Costs; provided, however, the Parties expressly understand and agree that nothing in this Agreement in any way obligates SARIA to budget, appropriate, transfer, pay or otherwise contribute to the Project an amount in excess of the SARIA Contribution set forth herein.

(iii) In the event the actual Project Costs are in fact less than the Estimated Project Costs upon final completion of the Project, SARIA shall be entitled to receive the entire difference between the total actual Project Costs and the Estimated Project Costs (the "Project Savings"), and, within 30 days of final completion of the Project, the City shall transfer the Project Savings to SARIA.

4. ANNUAL APPROPRIATIONS ONLY; NO OBLIGATION TO ISSUE BONDS. It is expressly understood and agreed that the Parties are political subdivisions of the State of Colorado, and any and all financial obligations described hereunder, including but not limited to the SARIA Contribution, are subject to annual appropriations of the respective Parties and do not establish debts or other multi-fiscal year obligations thereof. Further, SARIA's funding of the SARIA Contribution shall be expressly contingent upon SARIA's issuance of the Bonds, and nothing herein obligates SARIA to issue the Bonds or to issue any other bonds or enter into other financial obligations, at any time or in any amount, and nothing herein limits or otherwise affects the sole and absolute discretion and authority of the Board of Directors of SARIA to issue, approve, authorize or enter into any of the same. SARIA may, in its sole discretion, utilize proceeds from the Bonds and/or any other funds lawfully available to SARIA to fund the SARIA Contribution.

5. COMPLETION OF IMPROVEMENTS; OWNERSHIP AND MAINTENANCE. All improvements, facilities and appurtenances associated with the Project, if any, will be owned, operated and maintained by the City or by an identified third party. Nothing herein shall be construed as granting to any entity other than the City and SARIA any rights, property or otherwise, the Project, or any improvements, facilities and appurtenances associated with the same. Any and all designs, plans, drawings or other documents prepared by or for the City to complete the Project pursuant to this Agreement shall be considered the joint property of the Parties and shall be made available to SARIA at any time upon request.

6. CHARACTER OF SARIA ROLE. Except for the SARIA Contribution as set forth herein, the Parties expressly understand and agree that SARIA shall not have any duty, obligation, responsibility or liability related to the planning, design, construction, completion, ownership, operation or maintenance of the Project. SARIA shall not be liable for any claims, demands, losses, damages, expenses, injuries, or liabilities arising from the death or injury of any person or persons, including any claims of the City or other funding entities, or from any damage to or destruction of property, caused by or in connection with City's activities performed pursuant to this Agreement to complete the Project, or any negligent act or omission of the City, its officers, employees, or agents, or any other funding entities or the Project contractor(s) related thereto.

7. INSURANCE. The City shall require that any and all contractor(s) performing work for the Project obtain and maintain insurance in customary industry amounts satisfactory to the City.

8. BREACH AND ENFORCEMENT. It is specifically understood that, by executing this Agreement, subject to Section 4 hereof, each Party commits itself to perform pursuant to the terms and conditions contained herein and that the failure of any Party to fulfill any obligation set forth herein shall constitute a breach of this Agreement. The Parties agree that this Agreement may be enforced in law or in equity for specific performance, injunctive, or other appropriate relief, as may be available according to the laws of the State of Colorado.

9. TERM OF AGREEMENT AND TERMINATION. This Agreement shall be effective as of the Effective Date identified above and shall terminate upon the earlier of: (1) final payment of the SARIA Contribution to the City, completion and close out of the Project including all applicable warranty periods, final accounting of the Project Costs being provided by the City to SARIA, and payment or permitted withholding of any Project Savings as provided in Section 3(E)(iii) hereof; or (2) termination in the event of default pursuant to the below provisions.

In the event of termination for any reason, the City shall settle all accounts related to the Project and, subject to Section 3(E)(iii) hereof, remit to SARIA any portion of SARIA Contribution that has not been applied to Project Costs or that is recovered from or refunded by any Project contractor, as applicable.

10. MISCELLANEOUS.

A. Assignment. The Parties hereto may not assign this Agreement or parts hereof or its rights hereunder without the express written consent of all of the Parties. Any attempt to assign this Agreement in the absence of such written consent shall be null and void *ab initio*.

B. Time is of the Essence. The Parties acknowledge that time is of the essence in the performance of this Agreement.

C. No Partnership or Agency. Notwithstanding any language in this Agreement or any representation or warranty to the contrary, the Parties shall not be deemed or

constitute partners, joint venture participants, or agents of the other. Any actions taken by the Parties pursuant to this Agreement shall be deemed actions as an independent contractor of the others.

D. No Third-Party Beneficiaries. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement shall be strictly reserved to the Parties. It is the express intention of the Parties that any person or entity other than the Parties shall be deemed to be only an incidental beneficiary under this Agreement.

E. Governmental Immunity. Nothing in this Agreement or in any actions taken by the Parties or their respective elected officials, directors, officers, agents and employees pursuant to this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions of the Colorado Governmental Immunity Act, Sections 24-10-101, *et seq*., C.R.S., and any other applicable law.

F. No Personal Liability. No elected official, director, officer, agent or employee of the Parties shall be charged personally or held contractually liable under any term or provision of this Agreement, or because of any breach thereof or because of its or their execution, approval or attempted execution of this Agreement.

G. Notices. Any notices or other communications required or permitted by this Agreement or by law to be served on, given to, or delivered to any Party hereto by another Party shall be in writing and shall be deemed duly served, given, or delivered when personally delivered to the Party to whom it is addressed or, in lieu of such personal services, when received in the United States mail, first-class postage prepaid addressed to:

If to SARIA:

South Aurora Regional Improvement Authority
c/o Special District Management Services, Inc.
Attn: Manager
141 Union Boulevard
Lakewood, CO 80228

With a copy to:
South Aurora Regional Improvement Authority
c/o Spencer Fane LLP
Attn: Tom George
1700 Lincoln Street, Suite 2000
Denver, CO 80203

If to the City:

City of Aurora
Public Works Director
15151 E. Alameda Parkway, Suite 3200
Aurora, CO 80012

With a copy to:
City of Aurora
City Attorney's Office
15151 E. Alameda Parkway, Suite 5300
Aurora, CO 80012

Any Party may change its address for the purpose of this section by giving written notice of such change to the other Party in the manner provided in this section.

H. Headings. The headings and captions in this Agreement are intended solely for the convenience of reference and shall be given no effect in the construction or interpretation of this Agreement.

I. Controlling Law and Venue. This Agreement shall be construed in accordance with the laws of the State of Colorado. In the event of any dispute between the Parties, the exclusive venue for dispute resolution shall be the District Court for and in Arapahoe County, Colorado.

J. No Waiver. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other of the provisions of this Agreement, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided herein, nor shall the waiver of any default hereunder be deemed a waiver of any subsequent default hereunder.

K. Binding Contract. This Agreement shall inure to and be binding on the successors and permitted assigns of the Parties.

L. Entire Contract. Except for the Design IGA referenced herein, this Agreement constitutes the entire agreement between the Parties with regard to the Project and sets forth the rights, duties, and obligations of each to the other as of this date. Except for the Design IGA referenced herein, any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement with regard to the Project are of no force and effect.

M. Contract Modification. This Agreement may not be amended, altered, or otherwise changed except by a written agreement between the Parties.

N. Severability. The invalidity or unenforceability of any portion or previous version of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this

Agreement and, in such event, the Parties shall negotiate in good faith to replace such invalidated provision in order to carry out the intent of the Parties in entering into this Agreement.

O. Counterpart Execution. This Agreement may be executed in multiple counterparts; all counterparts so executed shall constitute one agreement binding upon all parties, notwithstanding that all parties are not signatories to the original or the same counterpart. Documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement and all matters related thereto, with such scanned and electronic signatures having the same legal effect as original signatures.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date first above written. 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.

[signature pages follow]

CITY OF AURORA, COLORADO

By: _____ Dated:_____
Mike Coffman, Mayor

Attested:

_____
Kadee Rodriguez, City Clerk

Approved as to Form:

_____
Michelle Gardner, Sr. Assistant City Attorney

SOUTH AURORA REGIONAL IMPROVEMENT AUTHORITY

By: _____

Name: _____

Its: _____

Date: _____

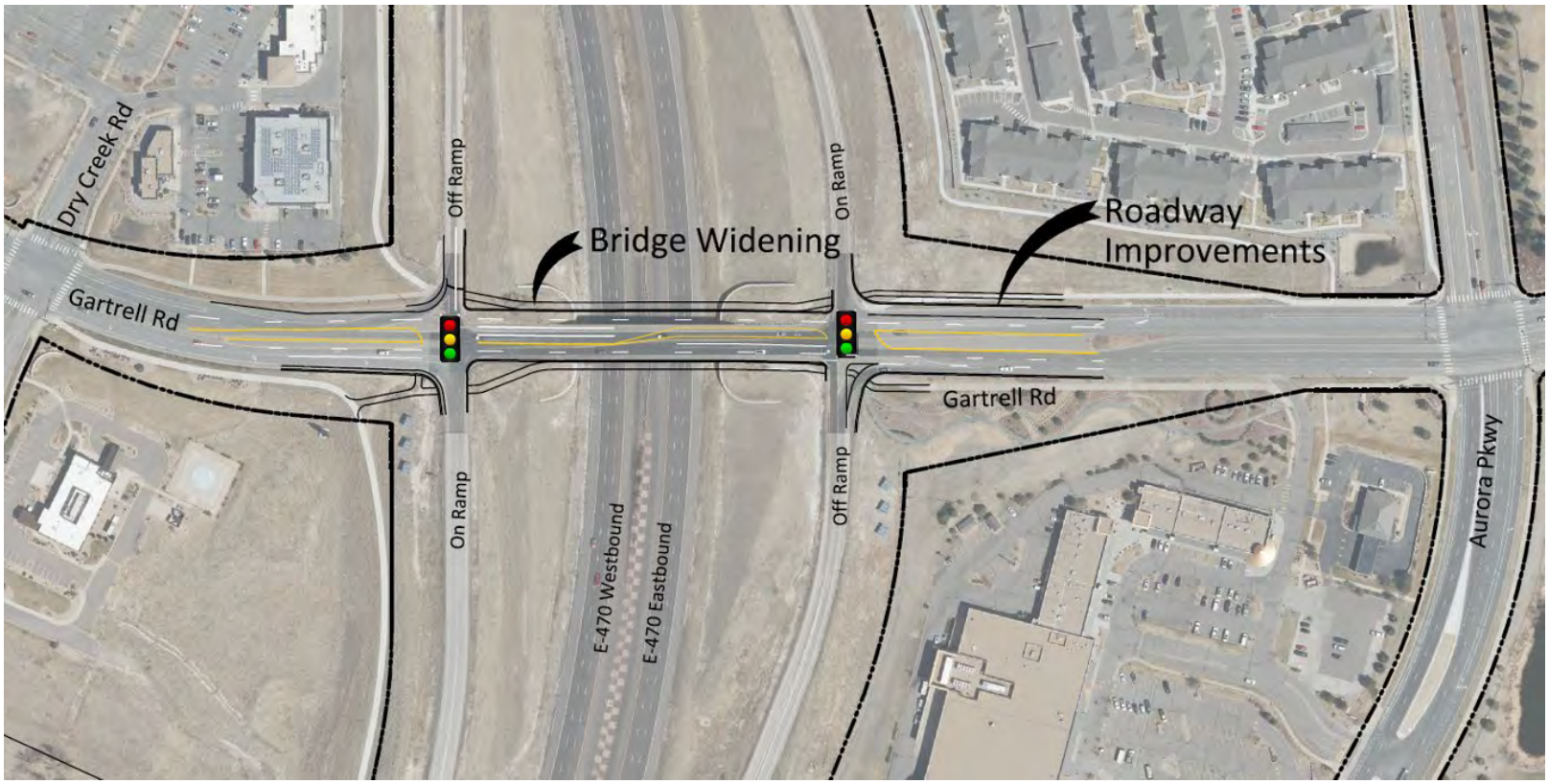
ATTEST:

By: _____

Name: _____

Its: _____

EXHIBIT A


Dry Creek Rd
Off Ramp
On Ramp
Bridge Widening
Roadway Improvements
Gartrell Rd
Gartrell Rd
On Ramp
E-470 Westbound
E-470 Eastbound
Off Ramp
Aurora Pkwy

RESOLUTION NO. R2025- _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF AURORA AND THE SOUTH AURORA REGIONAL IMPROVEMENT AUTHORITY REGARDING GARTRELL ROAD IMPROVEMENTS (CONSTRUCTION)

WHEREAS, the City of Aurora, Colorado ("City") and the South Aurora Regional Improvement Authority ("SARIA"), collectively "the Parties", as Colorado governmental entities, are constitutionally and statutorily empowered pursuant to Colo. Const., Article XIV, §18, and Sections 29-1-201, et seq., C.R.S., to cooperate or contract via intergovernmental agreement with one another to provide functions, services, or facilities authorized to each cooperating government; and

WHEREAS, the Parties previously entered into that certain Intergovernmental Agreement Regarding Gartrell Road Improvements dated August 5, 2019 and approved by Resolution Number R2019-60 (Initial Scoping And Preliminary Design) (the "Design IGA"), whereby SARIA contributed funding to support the initial scoping and design of the improvement of Gartrell Road between Dry Creek Road and Aurora Parkway, including the improvement and/or expansion of the Gartrell Road bridge at E-470 (as used herein, the "Gartrell Road Improvements"); and

WHEREAS, in order to further facilitate the timely scoping, design and completion of the Gartrell Road Improvements and as a supplement to the Design IGA without amending, supplanting or in any way altering the Design IGA, SARIA is willing to provide additional funding for, and the City is willing to oversee to completion, the final design approval and construction of the Gartrell Road Improvements (the "Project"); and

WHEREAS, SARIA anticipates issuing revenue bonds or other obligations (the "Bonds") in order to fund SARIA's contribution toward the Project, in whole or in part; and

WHEREAS, SARIA was established, in part, to support the planning, design, construction, installation, acquisition, relocation, redevelopment and financing of regional improvement projects to benefit the City of Aurora and SARIA's member districts, their constituents, and the public; and

WHEREAS, the Parties and their respective residents, constituents, taxpayers, and customers will jointly benefit from the mitigation of traffic congestion in the Project corridor and the greater region; and

WHEREAS, the Parties desire to enter into the Intergovernmental Agreement Between the City of Aurora and the South Aurora Regional Improvement Authority Regarding Gartrell Road

Improvements (Construction) in order to set forth their mutual understanding and agreement regarding completion of the Project; and

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

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

Section 1. The Intergovernmental Agreement Between the City of Aurora and the South Aurora Regional Improvement Authority Regarding Gartrell Road Improvements (Construction) is hereby approved.

Section 2. The Mayor and the City Clerk are hereby authorized to execute and deliver this 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 prior Resolutions or any parts that are inconsistent herewith are hereby rescinded.

RESOLVED AND PASSED this _____ day of _____, 2025.

_____
MIKE COFFMAN, Mayor

ATTEST:

_____
KADEE RODRIGUEZ, City Clerk

APPROVED AS TO LEGAL FORM:

PETER A. SCHULTE, CITY ATTORNEY

RLA
Michelle Gardner
_____
MICHELLE GARDNER, Sr. Assistant City Attorney

CITY OF AURORA
Council Agenda Commentary

Item Title: Intergovernmental Agreement (IGA) with South Aurora Regional Improvement Authority (SARIA) for the Gun Club Road Multimodal Improvements Project (Resolution)
Item Initiator: Megan Cox, Program Coordinator, Public Works
Staff Source/Legal Source: Cathleen Valencia, Manager of Project Delivery Services, Public Works / Michelle Gardner, Senior Assistant City Attorney
Outside Speaker: N/A
Council Goal: 2012: 3.2--Reduce travel time and reduce congestion and provide expanded multi-modal mobility choices

COUNCIL MEETING DATES:

Study Session: 3/10/2025

Regular Meeting: 3/24/2025

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.)*

- Agenda long title
- Waiver of reconsideration requested, and if so, why
- Sponsor name
- Staff source name, title, department / 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)

Cathleen Valencia, Manager of Project Delivery Services, 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 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: Transportation, Airports & Public Works

Policy Committee Date: 2/20/2025

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

☒ Recommends Approval

☐ Does Not Recommend Approval

☐ Forwarded Without Recommendation

☒ Minutes Not Available

☐ Minutes Attached

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

On April 17, 2017, City Council approved the South Aurora Regional Improvement Authority Establishing Agreement between the City and the Metro Districts.

On June 15, 2018, the South Aurora Regional Improvement Authority (SARIA) adopted the South Aurora Regional Improvement Authority Master Plan which authorized SARIA to contribute funding to support various regional improvements within the City of Aurora.

On September 17, 2018, City Council approved the First Amendment to the South Aurora Regional Improvement Authority Establishment Agreement. This agreement enabled SARIA to proceed with the bond issuance to fund the initial capital improvement projects of SARIA's Master Plan.

On August 5, 2019, City Council approved the Resolution of the City Council of the City of Aurora, Colorado, for the Intergovernmental Agreement between the City of Aurora and the South Aurora Regional Improvement Authority (SARIA) regarding Gartrell Road Improvements.

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

This item requests approval of the IGA between the City of Aurora and SARIA for a funding contribution to the Gun Club Road Multi-modal Improvement Project. The project is included in SARIA's Establishing Agreement as part of the approved project list.

Gun Club Multimodal Improvements will construct a 4-lane roadway section along Gun Club Road from Quincy Avenue to Aurora Parkway and provide multimodal connections. The following table provides a funding update on the project.

Gun Club Multimodal Improvements	
$	Description
$4,600,000	Preliminary Design and Utility Relocation
$2,500,000	Final Design
$33,000,000	Estimated Construction Cost
$1,700,000	New SARIA IGA

SARIA is funding a portion of construction for this project with this IGA. The City will work with SARIA on full construction funding. Final design is anticipated to be complete spring 2027.

The SARIA Board meets March 5th to discuss and vote on approval of this IGAs Public Works staff recommends this IGA with SARIA move forward to Study Session.

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.)

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. Workload will be absorbed into FTE positions in Transportation Project Delivery unit of Public Works Engineering.

QUESTIONS FOR COUNCIL

Does Council support moving forward the Resolution and the Intergovernmental Agreement between SARIA and City of Aurora for the Gun Club Road Multimodal Improvements project 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
March 10, 2025

SARIA IGAs for 3 Transportation Projects:

Gartrell Bridge Widening
Aurora Parkway Bridge
Gun Club Multimodal Improvements

Cathy Valencia, Transportation Project Delivery Manager, Public Works

Agenda

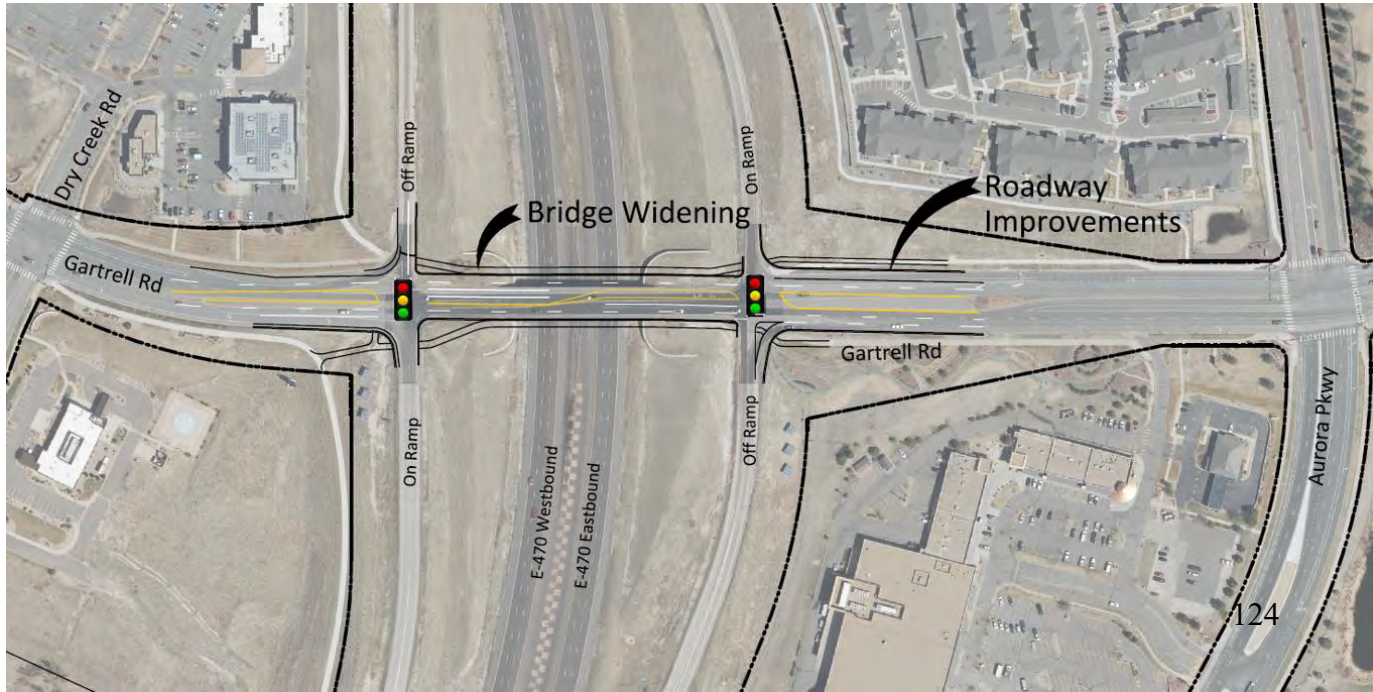
- SARIA Project Updates
  - Project Overview
  - Funding Update
  - Status Update



Gartrell Bridge Widening

Project Overview

- Design 5-lane roadway section over E-470
- Funding Partners
  - Bridge Design: Aurora, SARIA
  - Signal Design: Aurora
  - Temporary Signal Construction: E470
- Timeline
  - Project funded for 100% final design – address final comments
  - Temp traffic signals – operational
  - Construction – 2025-26



Gartrell Bridge Widening

Funding Update

Gartrell Bridge Widening	
$	Description
$950,000	Original Design
$500,000	SARIA share (previous IGA)
$450,000	SARIA design reimbursement
$250,000	E470 Construction Management Cost
$10,100,000	Estimated Construction Cost
$10,800,000	New SARIA IGA



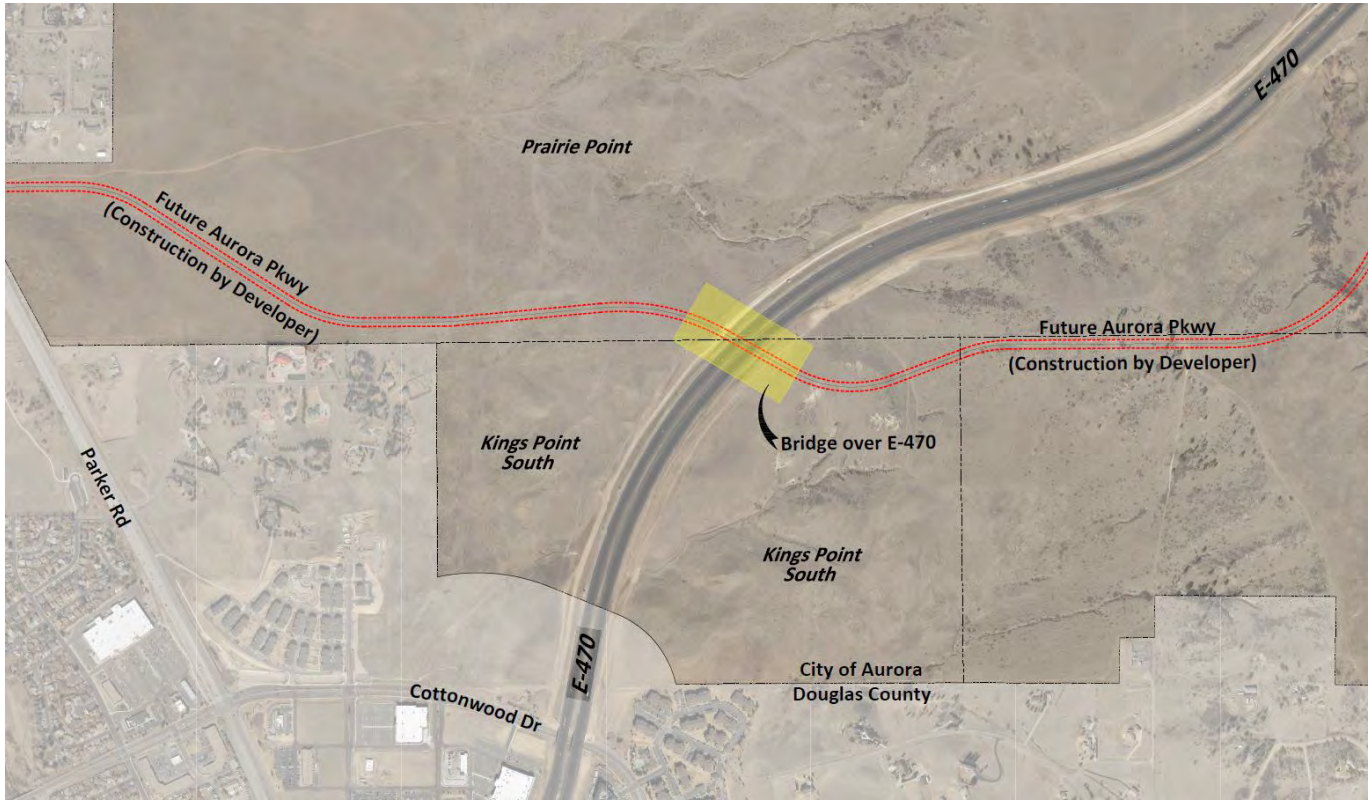
Status Update

- 100% plans submitted
- Anticipate final design approval Q1 2025

Aurora Parkway Bridge

Project Overview

- Design bridge over E-470 for future Aurora Parkway extension to Parker Road
- Funding Partners
  - Bridge Design: Aurora, SARIA
  - Roadway Design: Developers
- Current scope of services
  - 30% design final bridge
  - 100% design interim bridge
- Timeline
  - 30% Design – complete (interim and final)
  - Final Design – TBD – developer driven
  - Construction – TBD – developer driven



Aurora Parkway Bridge

Funding Update

Aurora Parkway Bridge	
$	Description
$700,000	Original Design (30% full bridge, 100% interim bridge)
$333,000	Remaining Design Funds
$390,000	Additional Design Funds Needed for Full Bridge Final Design
$800,000	Additional Funds Needed for CORE Construction
$250,000	E470 Construction Management Cost
$10,076,000	Construction - Interim Bridge
$14,966,000	Final Design and Construction - Full Bridge
$4,000,000	COA Impact Fee (maximum contribution)
$11,516,000	New SARIA IGA

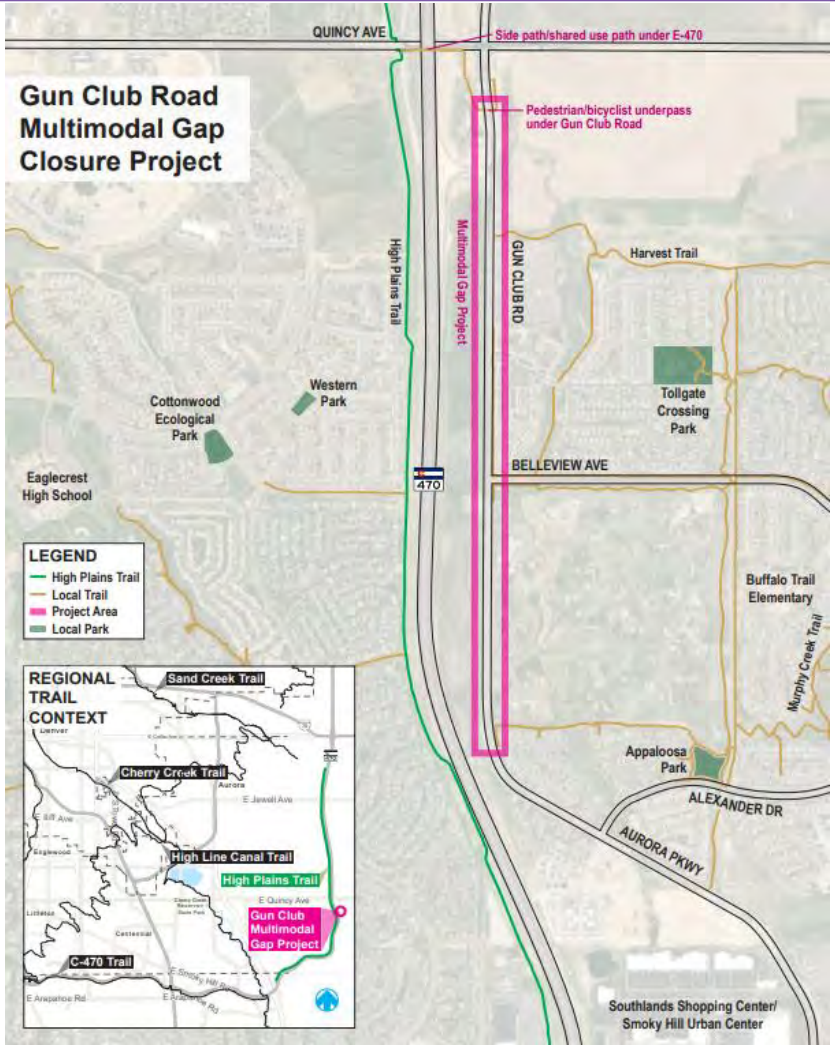
Status Update

- 30% plans complete
- Anticipate 18 months to complete final design in coordination with developers and trail designs

Gun Club Multimodal Improvements

Project Overview

- Design 4-lane roadway section (expandable to future 6-lane section) from Quincy Avenue to Aurora Parkway
- Funding Partners
  - Preliminary Design: SARIA, Arapahoe County
  - Final Design: Federal grant, Aurora, Arapahoe County
- Timeline
  - Preliminary Design – complete
  - Final Design - 2025-27
  - Construction - TBD



Gun Club Multimodal Improvements

Funding Update

Gun Club Multimodal Improvements	
$	Description
$4,600,000	Preliminary Design and Utility Relocation
$2,500,000	Final Design
$33,000,000	Estimated Construction Cost
$1,700,000	New SARIA IGA

Status Update

- Preliminary design complete
- Transmission line relocation ongoing
- Coordination with Arapahoe County and adjacent developer ongoing
- Anticipate final design 2025-2027



ARI Master Plan Number Three

Regional Improvements

Project	Estimated Cost (December 19, 2024)
Harvest Road - Alexander to Orchard	Complete
Smoky Hill and Powhaton Infrastructure Improvements	Complete
Quincy Avenue Improvements - Gun Club to Harvest	$ TBD
Gartrell Road Improvements - Bridge and Ramps	$11,300,000
Aurora Parkway Extension - half section bridge	$12,216,000
Arapahoe Road Lane Additions - Grandview to Liverpool	$ TBD
Gun Club Road Improvements - Quincy to Aurora Parkway	$40,100,000
Aurora Parkway Lane Additions	Complete
Quincy Avenue Lane Additions - Plains to E470	Complete
Quincy and E-470 Ramp Reconfiguration	Complete

Does Council support moving forward the Resolutions and Intergovernmental Agreements for the SARIA IGAs with the City of Aurora to the next available Regular Meeting?

Questions and Discussion

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE CITY OF AURORA
AND
THE SOUTH AURORA REGIONAL IMPROVEMENT AUTHORITY
REGARDING GUN CLUB ROAD MULTIMODAL IMPROVEMENTS – QUINCY TO AURORA PARKWAY
(FUNDING CONTRIBUTION)

THIS INTERGOVERNMENTAL AGREEMENT (the "Agreement") is made and entered into effective as of the last date it is executed (the "Effective Date"), by and between the CITY OF AURORA, a Colorado home rule municipal corporation (the "City"), and the SOUTH AURORA REGIONAL IMPROVEMENT AUTHORITY, a quasi-municipal corporation and political subdivision of the State of Colorado ("SARIA") (the City and SARIA may be collectively referred to herein as the "Parties" or individually as a "Party").

RECITALS

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

WHEREAS, the Parties previously entered into that certain Intergovernmental Agreement Regarding Gun Club Road Improvements along with Arapahoe County dated July 19, 2019 and approved by Resolution Number R2019-42 (the "Three Party IGA"), pursuant to which Three Party IGA SARIA and Arapahoe County each agreed to contribute certain funds to the City to fund the initial scoping, preliminary design and other initial components of the expansion of Gun Club Road from Quincy Avenue to Aurora Parkway in the City of Aurora and Arapahoe County (as used herein, the "Gun Club Road Multimodal Improvements");

WHEREAS, in order to continue to facilitate the timely completion of the Gun Club Road Multimodal Improvements and as a supplement to the Three Party IGA without amending, supplanting or in any way altering the Three Party IGA, SARIA is willing to contribute additional funds towards construction of the Gun Club Road Multimodal Improvements which includes widening the roadway section to four lanes, and operational and multimodal improvements for the Gun Club Road corridor between Quincy Avenue and Aurora Parkway (as used herein, the "Project") as further set forth herein; and

WHEREAS, contemporaneously with this Agreement, SARIA and the City intend to enter into that certain Intergovernmental Agreement Regarding Aurora Parkway Extension – Half Section Bridge Improvements (the "Aurora Parkway Bridge IGA") and that certain Intergovernmental Agreement between the City of Aurora and the South Aurora Regional Improvement Authority Regarding Gartrell Road Improvements (Construction) (the "Gartrell Road IGA"), whereby SARIA will contribute funds to the City to fund certain projects as more particularly described therein.

WHEREAS, SARIA anticipates issuing revenue bonds or other obligations in order to fund SARIA's contribution toward the Project as well as SARIA's contributions to the City pursuant to the Aurora Parkway Bridge IGA and Gartrell Road IGA (the "Bonds"); and

WHEREAS, SARIA was established, in part, to support the planning, designing, construction, installation, acquisition, relocation, redevelopment and financing of regional improvement projects to benefit the City of Aurora and SARIA's member districts, their constituents, and the public; and

WHEREAS, the Parties and their respective residents, constituents, taxpayers, and customers will jointly benefit from the mitigation of traffic congestion in the Project corridor and the greater region; and

WHEREAS, the Parties desire to enter into this Agreement in order to set forth their mutual understanding and agreement regarding completion of the Project.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto hereby covenant and agree as follows:

AGREEMENT

1. RECITALS. The foregoing recitals are hereby incorporated as though fully set forth herein.

2. PROJECT IMPLEMENTATION.

A. The Project. The "Project" is further described and depicted in **Exhibit A** and incorporated by reference herein.

B. Project Implementation and Funding. The Parties understand and agree that the City, in coordination with SARIA and any and all other applicable entities, as necessary, shall be primarily responsible for facilitating, overseeing, and completing the Project. SARIA's financial contribution toward the costs of the Project will be funded as provided in Section 3 of this Agreement. The Parties further acknowledge that additional funding will be necessary in order for the City to fully complete the Project. It is anticipated that additional funding may be provided by SARIA, the City, Arapahoe County, the Denver Regional Council of Governments, the Federal Highway Administration, or other entities. Nothing in this Agreement limits or otherwise impacts the City's ability to secure such additional funding.

C. Anticipated Completion of Project. The City will use reasonable efforts to complete the Project in a timely manner. No failure by the City to complete the Project shall constitute a breach of this Agreement so long as the City pursues completion with reasonable efforts and due diligence.

D. Communication. The City shall keep accurate records of the progress of the Project and shall provide status reports to SARIA, or its designees, on a regular basis (at a minimum, quarterly), including progress updates, notice of any material problems related to the Project, and a record of expenses and payments made to any contractor(s). Said status reports shall include updates to the Project Costs (defined herein) expended and the remaining costs projected to be expended through Project completion and shall note any variances from the estimated Project Costs as well as any adjustments to the time schedule for Project completion.

3. CONTRIBUTIONS TO PROJECT COSTS.

A. General. SARIA agrees to contribute funds toward the total actual costs of the Project as provided in this Section 3 (the "Project Costs"). The total Project Costs are currently estimated to be approximately Thirty-Three Million Dollars ($33,000,000) (the "Estimated Project Costs").

B. Allocated Shares of Estimated Project Costs. As further set forth herein, the Parties understand and agree that the total costs to complete the Project (the "Project Costs") are currently expected to be funded in the following allocations detailed below:

Entity	**Share of Estimated Project Costs**
Preliminary Design (previously executed IGA)	
SARIA (Three Party IGA)	$2,300,000
Arapahoe County (from Three Party IGA)	$2,300,000
Final Design (previously executed IGA)	
DRCOG Subtotal	$1,500,000
City of Aurora	$ 500,000
Arapahoe County	$ 500,000
Partial Construction Funding (this agreement)	$1,700,000 (estimated)

C. SARIA Contribution.

(i) The Parties acknowledge that SARIA is currently working toward the issuance of Bonds to fund, in whole or in part, its contribution set forth herein, as well as to fund its contributions set forth in the Aurora Parkway Bridge IGA and the Gartrell Road IGA. SARIA hereby agrees to contribute to the City for the express limited purpose of funding the Project Costs any remaining project funds from the Bonds available to SARIA after issuing the Bonds and fully funding SARIA's contributions set forth in the Aurora Parkway Bridge IGA and the Gartrell Road IGA (the "Initial SARIA Contribution"). As of the date of this Agreement, it is estimated that there will be approximately $1,700,000 in funds available for the Initial SARIA Contribution. In addition, SARIA agrees that in the event there are any funds returned to SARIA due to

project savings under either the Aurora Parkway Bridge IGA or the Gartrell Road IGA, SARIA will contribute all such funds to the City for the express limited purpose of funding the Project Costs ("Other Project Savings," and together with the Initial SARIA Contribution, the "SARIA Contribution").

(ii) SARIA will transfer the SARIA Contribution as one lump sum, being the sum of all SARIA Contribution funds available to SARIA at the time, to the City within 30 days of SARIA's receipt of a written request from the City to transfer the SARIA Contribution; provided, the City shall not request such transfer prior to the issuance by SARIA of the Bonds, and the City agrees it will not, in good faith, submit a request to transfer the SARIA Contribution until such time as the City has a reasonable expectation that it will begin to incur Project Costs, in any amount, within 90 days of the request. In the event Other Project Savings become available following the request and transfer of the foregoing initial lump sum at any time, SARIA will notify the City that Other Project Savings are available within 30 days of their availability, and SARIA will transfer such Other Project Savings to the City within 30 days of a request for such funds as an additional portion of the SARIA Contribution consistent with the forgoing sentence.

(iii) Any interest earned on funds associated with the SARIA Contribution at any time, whether while held by SARIA or the City, shall be considered part of the SARIA Contribution to be utilized consistent with this Agreement. The SARIA Contribution is a supplement to the contribution set forth in the Three Party IGA and previously provided by SARIA, and nothing in this Agreement in any way amends, supplants or otherwise alters the Three Party IGA or the provisions thereof. The SARIA Contribution may be transferred in any manner mutually agreeable to the Parties.

D. Use of Contribution Funds and Accounting.

(i) The City expressly agrees the SARIA Contribution funds shall only be used for the limited purpose of funding actual Project Costs. The City shall maintain or cause to be maintained full and complete records of actual Project Costs incurred and funds committed and expended by the City for actual Project Costs in accordance with generally accepted accounting principles. SARIA shall have the right to audit the City's financial records related to the Project during the Project and up to three (3) years after completion of the Project.

(ii) The Parties agree the cost of City staff time directly related to and necessary for the implementation of the Project may be considered and included in Project Costs, and such costs will be specifically documented in the City's Project records. General administrative and overhead costs of the City not directly related to the Project shall not be considered and included in Project Costs.

E. Project Cost Overruns and Underruns.

(i) If the City becomes aware that Project Costs may exceed the Estimated Project Costs, the City will provide SARIA with written notice of the same as soon as is reasonably possible.

(ii) In the event the Project Costs do in fact exceed the Estimated Project Costs, SARIA shall in good faith endeavor to appropriate additional funds in excess of its respective contributions in order to fund the total amount of the Project Costs above the Estimated Project Costs; provided, however, the Parties expressly understand and agree that nothing in this Agreement in any way obligates SARIA to budget, appropriate, transfer, pay or otherwise contribute to the Project an amount in excess of the contribution set forth herein.

(iii) In the event the actual Project Costs are in fact less than the Estimated Project Costs upon final completion of the Project, SARIA will be entitled to its pro rata share of the difference between the total actual Project Costs and the Estimated Project Costs (the "Project Savings") based on SARIA's contributions toward the Project, and, within 90 days of final completion of the Project, the City shall transfer to SARIA its share of the Project Savings, as applicable.

4. ANNUAL APPROPRIATIONS ONLY; NO OBLIGATION TO ISSUE BONDS. It is expressly understood and agreed that the Parties are political subdivisions of the State of Colorado, and any and all financial obligations described hereunder, including but not limited to the SARIA Contribution, are subject to annual appropriations of the respective Parties and do not establish debts or other multi-fiscal year obligations thereof. Further, SARIA's funding of the SARIA Contribution shall be expressly contingent upon SARIA's issuance of the Bonds, and nothing herein obligates SARIA to issue the Bonds or to issue any other bonds or enter into other financial obligations, at any time or in any amount, and nothing herein limits or otherwise affects the sole and absolute discretion and authority of the Board of Directors of SARIA to issue, approve, authorize or enter into any of the same. SARIA may, in its sole discretion, utilize proceeds from the Bonds and/or any other funds lawfully available to SARIA to fund the SARIA Contribution.

5. COMPLETION OF IMPROVEMENTS; OWNERSHIP AND MAINTENANCE. All improvements, facilities and appurtenances associated with the Project, if any, will be owned, operated and maintained by the City or by a third party. Nothing herein shall be construed as granting to any entity other than the City and SARIA any rights, property or otherwise, in or to the Project, or any improvements, facilities and appurtenances associated with the same. Any and all designs, plans, drawings or other documents prepared by or for the City to complete the Project pursuant to this Agreement, including but not limited to those deliverables set forth in Exhibit A, shall be considered the joint property of the Parties and shall be provided to SARIA.

6. LIMITED LIABILITY. Except for the SARIA Contribution, and as set forth herein, the Parties understand and agree that SARIA shall not have any duty, obligation, responsibility or liability related to the planning, design, construction, completion, ownership,

operation or maintenance of the Project pursuant to this Agreement. SARIA shall not be liable for any claims, demands, losses, damages, expenses, injuries, or liabilities arising from the death or injury of any person or persons, including any claims of the City or other funding entities, or from any damage to or destruction of property caused by or in connection with City's activities performed pursuant to this Agreement to complete the Project, or any negligent act or omission of the City, its officers, employees, or agents, or any other funding entities or the Project contractor(s) related thereto.

7. INSURANCE. The City shall require that any and all contractor(s) performing work for the Project obtain and maintain insurance in customary industry amounts satisfactory to the City. Further, the City shall require that such contractor's insurance coverage(s) name the SARIA as additional insureds with respect to the Project work.

8. BREACH AND ENFORCEMENT. It is specifically understood that, by executing this Agreement, subject to Section 4 hereof, each Party commits itself to perform pursuant to the terms and conditions contained herein and that the failure of any Party to fulfill any obligation set forth herein shall constitute a breach of this Agreement. The Parties agree that this Agreement may be enforced in law or in equity for specific performance, injunctive, or other appropriate relief, as may be available according to the laws of the State of Colorado.

9. TERM OF AGREEMENT AND TERMINATION. This Agreement shall be effective as of the Effective Date identified above and shall terminate upon the earlier of: (1) final payment of the SARIA Contribution to the City, completion and close out of the Project including all applicable warranty periods, final accounting of the Project Costs being provided by the City to SARIA, and payment or permitted withholding of any Project Savings as provided in Section 3(E)(iii) hereof; or (2) termination in the event of default pursuant to the below provisions.

In the event of termination for any reason, the City shall settle all accounts related to the Project and, subject to Section 3(E)(iii) hereof, remit to SARIA any portion of the SARIA Contribution that has not been applied to Project Costs as well as SARIA's pro rata shares of any monies recovered from or refunded by any Project contractor, as applicable.

10. MISCELLANEOUS.

A. Assignment. The Parties hereto may not assign this Agreement or parts hereof or its rights hereunder without the express written consent of the other Party. Any attempt to assign this Agreement in the absence of such written consent shall be null and void *ab initio*.

B. Time is of the Essence. The Parties acknowledge that time is of the essence in the performance of this Agreement.

C. No Partnership or Agency. Notwithstanding any language in this Agreement or any representation or warranty to the contrary, the Parties shall not be deemed or constitute partners, joint venture participants, or agents of the other. Any actions taken by the

Parties pursuant to this Agreement shall be deemed actions as an independent contractor of the others.

D. No Third-Party Beneficiaries. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement shall be strictly reserved to the Parties. It is the express intention of the Parties that any person or entity other than the Parties shall be deemed to be only an incidental beneficiary under this Agreement.

E. Governmental Immunity. Nothing in this Agreement or in any actions taken by the Parties or their respective elected officials, directors, officers, agents and employees pursuant to this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions of the Colorado Governmental Immunity Act, Sections 24-10-101, *et seq.*, C.R.S., and any other applicable law.

F. No Personal Liability. No elected official, director, officer, agent or employee of the Parties shall be charged personally or held contractually liable under any term or provision of this Agreement, or because of any breach thereof or because of its or their execution, approval or attempted execution of this Agreement.

G. Notices. Any notices or other communications required or permitted by this Agreement or by law to be served on, given to, or delivered to a Party hereto by the other Party shall be in writing and shall be deemed duly served, given, or delivered when personally delivered to the Party to whom it is addressed or, in lieu of such personal services, when received in the United States mail, first-class postage prepaid addressed to:

If to SARIA:

South Aurora Regional Improvement Authority
c/o Special District Management Services, Inc.
Attn: Manager
141 Union Boulevard
Lakewood, CO 80228

With a copy to:
South Aurora Regional Improvement Authority
c/o Spencer Fane LLP
Attn: Tom George
1700 Lincoln Street, Suite 2000
Denver, CO 80203

If to the City:

City of Aurora
Public Works Director

15151 E. Alameda Parkway, Suite 3200
Aurora, CO 80012

With a copy to:
City of Aurora
City Attorney's Office
15151 E. Alameda Parkway, Suite 5300
Aurora, CO 80012

Any Party may change its address for the purpose of this Section by giving written notice of such change to the other Party in the manner provided in this Section.

H. Headings. The headings and captions in this Agreement are intended solely for the convenience of reference and shall be given no effect in the construction or interpretation of this Agreement.

I. Controlling Law and Venue. This Agreement shall be construed in accordance with the laws of the State of Colorado. In the event of any dispute between the Parties, the exclusive venue for dispute resolution shall be the District Court for and in Arapahoe County, Colorado.

J. No Waiver. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other of the provisions of this Agreement, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided herein, nor shall the waiver of any default hereunder be deemed a waiver of any subsequent default hereunder.

K. Binding Contract. This Agreement shall inure to and be binding on the successors and permitted assigns of the Parties.

L. Entire Contract. Except for the Three Party IGA, the Aurora Parkway Bridge IGA, and the Gartrell Road IGA referenced herein, this Agreement constitutes the entire agreement between the Parties with regard to the Project and sets forth the rights, duties, and obligations of each to the other as of this date. Except for the Three Party IGA, the Aurora Parkway Bridge IGA, and the Gartrell Road IGA referenced herein, any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement with regard to the Project are of no force and effect.

M. Contract Modification. This Agreement may not be amended, altered, or otherwise changed except by a written agreement between the Parties.

N. Severability. The invalidity or unenforceability of any portion or previous version of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and, in such event, the Parties shall negotiate in good faith to replace such invalidated provision in order to carry out the intent of the Parties in entering into this Agreement.

O. Counterpart Execution. This Agreement may be executed in multiple counterparts; all counterparts so executed shall constitute one agreement binding upon all parties, notwithstanding that all parties are not signatories to the original or the same counterpart. Documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement and all matters related thereto, with such scanned and electronic signatures having the same legal effect as original signatures.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date first above written. 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.

[signature pages follow]

CITY OF AURORA, COLORADO

By: _____ Dated:
Mike Coffman, Mayor

Attested:

_____
Kadee Rodriguez, City Clerk

Approved as to Form:

_____
Michelle Gardner, Sr. Assistant City Attorney

SOUTH AURORA REGIONAL IMPROVEMENT AUTHORITY

By: _____

Name: _____

Its: _____

Date: _____

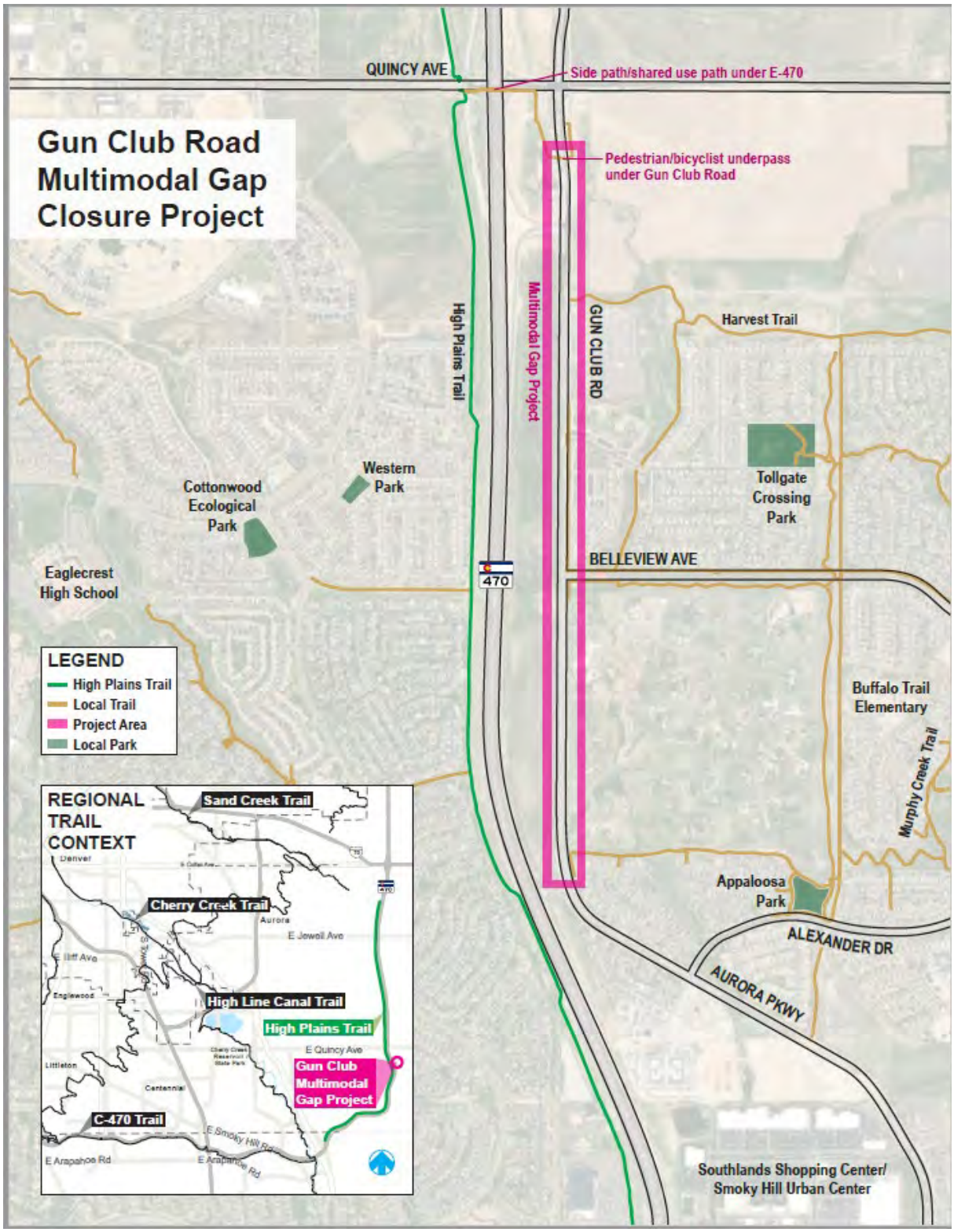
ATTEST:

By: _____

Name: _____

Its: _____

EXHIBIT A


Gun Club Road
Multimodal Gap
Closure Project
QUINCY AVE
Side path/shared use path under E-470
Pedestrian/bicyclist underpass
under Gun Club Road
High Plains Trail
Multimodal Gap Project
GUN CLUB RD
Harvest Trail
Tollgate
Crossing
Park
Western
Park
Cottonwood
Ecological
Park
Eaglecrest
High School
470
BELLEVIEW AVE
Buffalo Trail
Elementary
Murphy Creek Trail
Appaloosa
Park
ALEXANDER DR
AURORA PKWY
Southlands Shopping Center/
Smoky Hill Urban Center
LEGEND
High Plains Trail
Local Trail
Project Area
Local Park
REGIONAL
TRAIL
CONTEXT
Sand Creek Trail
Cherry Creek Trail
High Line Canal Trail
High Plains Trail
Gun Club
Multimodal
Gap Project
C-470 Trail
Denver
Aurora
Englewood
Littleton
Centennial
E Jewell Ave
E Quincy Ave
E Smoky Hill Rd
E Arapahoe Rd

RESOLUTION NO. R2025- _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF AURORA AND THE SOUTH AURORA REGIONAL IMPROVEMENT AUTHORITY REGARDING GUN CLUB ROAD MULTIMODAL IMPROVEMENTS – QUINCY TO AURORA PARKWAY
(FUNDING CONTRIBUTION)

WHEREAS, the City of Aurora, Colorado ("City") and the South Aurora Regional Improvement Authority ("SARIA"), collectively "the Parties", as Colorado governmental entities, are constitutionally and statutorily empowered pursuant to Colo. Const., Article XIV, §18, and Sections 29-1-201, et seq., C.R.S., to cooperate or contract via intergovernmental agreement with one another to provide functions, services, or facilities authorized to each cooperating government; and

WHEREAS, the Parties previously entered into that certain Intergovernmental Agreement Regarding Gun Club Road Improvements along with Arapahoe County dated July 19, 2019 and approved by Resolution Number R2019-42 (the "Three Party IGA"), pursuant to which Three Party IGA SARIA and Arapahoe County each agreed to contribute certain funds to the City to fund the initial scoping, preliminary design and other initial components of the expansion of Gun Club Road from Quincy Avenue to Aurora Parkway in the City of Aurora and Arapahoe County (as used herein, the "Gun Club Road Multimodal Improvements"); and

WHEREAS, in order to continue to facilitate the timely completion of the Gun Club Road Multimodal Improvements and as a supplement to the Three Party IGA without amending, supplanting or in any way altering the Three Party IGA, SARIA is willing to contribute additional funds towards construction of the Gun Club Road Multimodal Improvements which includes widening the roadway section to four lanes, and operational and multimodal improvements for the Gun Club Road corridor between Quincy Avenue and Aurora Parkway (the "Project"); and

WHEREAS, SARIA anticipates issuing revenue bonds or other obligations in order to fund SARIA's contribution toward the Project (the "Bonds"); and

WHEREAS, SARIA was established, in part, to support the planning, design, construction, installation, acquisition, relocation, redevelopment and financing of regional improvement projects to benefit the City of Aurora and SARIA's member districts, their constituents, and the public; and

WHEREAS, the Parties and their respective residents, constituents, taxpayers, and customers will jointly benefit from the mitigation of traffic congestion in the Project corridor and the greater region; and

WHEREAS, the Parties desire to enter into the Intergovernmental Agreement Between the City of Aurora and the South Aurora Regional Improvement Authority Regarding Gun Club Road Multimodal Improvements – Quincy to Aurora Parkway (Funding Contribution) in order to set forth their mutual understanding and agreement regarding completion of the Project; and

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

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

Section 1. The Intergovernmental Agreement Between the City of Aurora and the South Aurora Regional Improvement Authority Regarding Gun Club Road Multimodal Improvements – Quincy to Aurora Parkway (Funding Contribution) is hereby approved.

Section 2. The Mayor and the City Clerk are hereby authorized to execute and deliver this 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 prior Resolutions or any parts that are inconsistent herewith are hereby rescinded.

RESOLVED AND PASSED this _____ day of _____, 2025.

_____
MIKE COFFMAN, Mayor

ATTEST:

_____
KADEE RODRIGUEZ, City Clerk

APPROVED AS TO LEGAL FORM:

PETER A. SCHULTE, CITY ATTORNEY

Michelle Gardner RLA
_____
MICHELLE GARDNER, Sr. Assistant City Attorney

CITY OF AURORA
Council Agenda Commentary

Item Title: Intergovernmental Agreement (IGA) between the City of Aurora and Aurora Public Schools for Joint Facility Access (Resolution)
Item Initiator: Wynter Stieger, Manager of Recreation Services, Parks, Recreation and Open Space
Staff Source/Legal Source: Wynter Stieger, Manager of Recreation Services, Parks, Recreation and Open Space / Tim Joyce, 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

COUNCIL MEETING DATES:

Study Session: 3/10/2025

Regular Meeting: 3/24/2025

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)

Wynter Stieger, Manager of Recreation Services, Parks, Recreation and Open Space / Tim Joyce, Assistant City Attorney

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

☐ Approve Item and Move Forward to Study Session

☐ Approve Item as Proposed at Study Session

☒ Approve Item and Move Forward to Regular Meeting

☐ Approve Item as Proposed at Regular Meeting

☐ Information Only

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

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: N/A

Policy Committee Date: N/A

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

☐ Recommends Approval ☐ Does Not Recommend Approval

☐ Forwarded Without Recommendation ☐ Minutes Not Available

☐ Minutes Attached

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

The City of Aurora and the Adams-Arapahoe Joint School District 28J have a long relationship to provide access to each other's facilities to support delivery of each others recreational and school district sports programs. This agreement updates the 2015 Joint Facility Access agreement between the two parties.

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

The City of Aurora and the Adams-Arapahoe Joint School District 28J have a long relationship to provide access to each other's facilities to support delivery of recreational and school district sports programs. This agreement updates the 2015 Joint Facility Access agreement between the two parties. The City will have access to district school spaces (gymnasiums, cafeterias, playfields, outdoor running tracks and other school spaces). The Adams-Arapahoe Joint School District 28J to parks for District cross-county track events, tennis courts, and golf courses. The agreement outlines the shared use of City and Districts gymnasiums, rooms, sports fields, courts, and golf courses with the intention of supporting joint use and access. The intent is to better serve our Aurora and District community and students. The City of Aurora shall reimburse the District with yearly sum of $50,000. This amount remains unchanged since the previous agreement dated in 2015. The term of the agreement is 5 years with the option to renew for two (2) successive periods of 5 years.

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.)

Rec Fund revenues can be negatively impacted if PROS does not have an agreement of use of space in schools.

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 $50,000 annual payment to the DISTRICT remains unchanged from previous agreements. The $50,000 is currently included in the City's 2025 Recreation Fund 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.)

None

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.)

No change

QUESTIONS FOR COUNCIL

Do City Council policy committee members support moving the resolution to City Council Study Session?

LEGAL COMMENTS

Governmental entities 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. Const. Art. 14, § 18(2)(a) and Colo. Rev. Stat. § 29-1-203(1)). City Council may, by resolution, enter into agreements with other governmental units or special districts for the joint use of buildings, equipment or facilities, and for furnishing or receiving commodities or services. (City Charter, art. X. sec. 10-12). The Mayor must sign all intergovernmental agreements to which the City is a party. (Aurora, Colo. Code § 2-31(b)(2)). (TJoyce)

INTERGOVERNMENTAL AGREEMENT

Aurora Public Schools/City of Aurora

Joint Access to Aurora Public School Facilities
And
City of Aurora Parks, Recreation and Open Space Facilities

Facility Use Agreement

FACILITY RENTAL AGREEMENT

THIS AGREEMENT entered into this January 1, 2025, by and between ADAMS-ARAPAHOE JOINT SCHOOL DISTRICT 28J, (hereinafter referred to as "DISTRICT"), and THE CITY OF AURORA (hereinafter referred to as "CITY").

WHEREAS, it is the desire of both the DISTRICT and the CITY to enter into a Facility Rental Agreement to provide both the CITY and the DISTRICT the beneficial use of certain physical facilities by each; and

WHEREAS, the DISTRICT has by 22-32-122 Colorado Revised Statutes, 1997 the authority to contract with the CITY for the performance of any service activity or undertaking which the DISTRICT may be authorized to provide, so long as the contract sets forth the purposes, powers, rights, obligations and responsibilities, financial or otherwise, of the parties and provides that the service, activity or undertaking be of comparable quality and meets the same requirements and standards as would be necessary by the DISTRICT; and

WHEREAS, pursuant to CITY Charter Section 10-12, City Council is authorized to enter into agreements with other governmental units or facilities. Additionally, Colorado Revised Statute 29-1-203 provides that governments may cooperate or contract with one another to provide any function, service, or facility, service or facility lawfully authorized to each of the cooperating or contracting units with the approval of its legislative body or other authority having power to approve.

WHEREAS, it is the desire of the parties to comply with said statutory authority and limitations, all as more particularly set forth herein; and

IT IS AGREED AS FOLLOWS:

I. FACILITIES

1.1 The DISTRICT shall provide the following described portions of the physical facilities as are intended to be available for use by CITY.

a. Elementary and middle schools (grades K-8): gymnasium, cafeteria (no kitchen), playfields, outdoor running track (where available).

b. High schools (grades 9-12): cafeteria (no kitchen), outdoor running track, and tennis courts available with approval of site administrator.

c. Rental of APS Public Stadium will be governed by separate agreement with the exception of a once a year CITY track meet pre-arranged with the District Athletic Director. The CITY shall pay for labor and other fees, e.g. field lights and special field preparation, but shall not be charged for facility rental.

d. Rental of school auditorium/theatre facilities will be in accordance with individual school policy.

e. The following DISTRICT facilities are not available for use as described in this

procedure, unless they are under the DISTRICT supervision of the regular classroom teacher normally assigned to the facility, or an individual approved by the building principal:

1. Business Education Facilities;
2. Photo Labs;
3. Industrial Arts areas;
4. Science Labs;
5. Home Economics facilities and
6. Computer Labs.

f. Use of school kitchens is excluded, except by special arrangement with school administrator and the DISTRICT Nutrition Service Department.

g. Any other school facility not specified above is not available for use unless by mutual agreement by both parties.

1.2 Playfields mentioned in 1.1 above will be scheduled in accordance with CITY Athletic Fields Reservation Policy and the DISTRICT's Community Use of School Buildings and Grounds (ICFB/RFC-R).

1.3 The CITY shall provide the following described portions of the physical facilities as are intended to be available for use by the DISTRICT at a 2nd priority to CITY programs and services, and CITY recognized Independent Youth Sports Organizations.

a. CITY parks and playfields within CITY parks, tennis courts, picnic shelters and sand volleyball courts, recreation center gymnasiums.

b. Designated CITY sports complexes shall be available for DISTRICT use, e.g. Aurora Sports Park. Available facilities must be pre-arranged with CITY Sports Superintendent or designee. DISTICT shall pay for labor and other fees, e.g. portable toilets, trash roll-offs, field lights, additional maintenance, additional cleaning fees and special field preparation, but shall not be charged for facility rental.

1.4 Other facility use arrangements:

a. CITY agrees to provide use of its designated park areas or developed courses for DISTRICT cross-country track meets.

b. CITY tennis courts for practices and matches on a space available basis provided that at least one court is released for public use. Exception: pre-scheduled and pre-posted league/district play.

c. DISTRICT use of CITY-owned golf courses will be governed in accordance with CITY PROS/Golf Division policy.

USE OF FACILITIES

1.5 It is the intent of this Agreement to share use of the above listed physical facilities. It is recognized and understood that each facility must operate to serve and benefit their respective purposes. The use of the facilities shall be in accordance with schedules of use prepared and approved by the parties hereto.

1.6 At all times not itemized on an official building/facility use form and until the schedules are modified by all the parties, the CITY shall have primary and exclusive use of the facilities constructed and located on its property and the DISTRICT shall have primary and exclusive use of the facilities constructed and located on its property.

1.7 At the time of the execution of this Agreement, it is anticipated that the DISTRICT will be operating and scheduling its educational programs on a "traditional" August-June educational schedule, with the potential of "summer school" at selected locations in June and July. In the event the DISTRICT should change its educational schedule, it is recognized and agreed that facility use will have to be modified to meet the DISTRICT'S needs and the DISTRICT shall have the power to do so.

1.8 The general and specific schedules may be modified and/or updated by the parties at any time. The parties agree to cooperate, one with the other, to meet the required needs of each in connection with the use of the facilities. A detailed building/facility use form shall be submitted in writing to the respective parties on a regular basis and shall be the official schedule. Once submitted and approved, the schedule may only be modified by either party for unforeseen exigent circumstances. When possible, a notice shall be given in writing to the affected party at least fourteen (14) days prior to rescheduling. The parties fully agree to cooperate in making a good faith attempt to meet the needs of the other in connection with the use of facilities. It is understood and agreed that from time to time, scheduling conflicts do occur and in such cases the needs of the property owner shall control.

1.9 In the event that either party may have a grievance or would like to address some concerns in connection with the agreement, respective staff shall immediately meet with the appropriate administrator(s) to discuss and resolve the pertinent issues.

1.10 During the periods of use of the facilities by each party, each party agrees to pay the cost of any repairs or damage to the facilities required as a result of the use of individuals associated with it. The real property owner shall cover the cost of normal utilities. Ordinary wear and tear of the facilities and improvements shall be repaired and paid for by the respective party owning the real property.

1.11 Expeditious notification of any significant maintenance or repairs to the facilities that could result in a schedule interruption shall be given to the affected party.

1.12 Storage space will be coordinated with the building facility administrator and cannot be guaranteed.

1.13 The DISTRICT agrees to make available tennis nets, basketball goals/backboards, volleyball standards and scoreboards (where available) for CITY use at no charge. The CITY agrees to make available similar equipment, at no charge, in the facilities listed in paragraph 1.3 a. and b. above. Each party understands that items such as racquets, bases, balls, and bats are not included and are the responsibility of the party directing the event/activity.

1.14 Joint Use Agreement regarding Rangeview High School Turf Field. The DISTRICT shall have exclusive use of the FIELD from 12:01 A.M. to 6:00 P.M. on the days which school is in session and other times as it arranges through proper notice. If the CITY is interested in using this facility, a request will be made to the DISTRICT according to section 1.8.

1.15 The District shall permit the City to distribute recreation program flyers four (4) times a year on a quarterly basis through the elementary and middle schools. Flyers shall be bundled by the CITY in groups of thirty (30) to accommodate general class size. Execution of this action will be done through the City of Aurora Sports Superintendent or designee.

1.16 All schools including charter schools that would like to request use of a facility or field must complete a City of Aurora Facility/Field Use Permit through the APS District Facilities Rental Office. The District shall request the usage through the office of the City of Aurora Sports Superintendent.

II. REIMBURSEMENT

2.1 The CITY shall reimburse the DISTRICT a yearly sum of $50,000 based on the calendar year of July 1 through June 30. Payments shall be quarterly TBD) due in September, December, March and June of the calendar year, and are payable upon receipt of invoice from the DISTRICT.

2.2 The DISTRICT shall reimburse the CITY for any applicable charges, in accordance with existing policies/procedures such as use of CITY golf courses.

2.3 The CITY shall reimburse the DISTRICT for all associated labor costs above the annual sum due to but not limited to overtime for holidays and weekends, unless DISTRICT staff is already scheduled to work or there is a need, apart from the city's use, to hire additional seasonal workers. These labor costs will be discussed between parties in advance of any reservation taking place.

2.4 Each party shall coordinate equipment usage with the other's facility administrator.

2.5 (Reserved)

2.6 Both parties hereto shall provide in their annual budget funds that are required to maintain this Agreement. However, both parties agree that this Agreement is subject to and conditional upon annual appropriations.

III. TERM OF AGREEMENT

3.1 The initial term of the Agreement shall extend for a period of five (5) years, and shall thereafter have the option to be renewed for two (2) successive periods of five (5) years for a total of fifteen (15) years, subject to annual budgetary appropriations by the City Council for the City, and the sole determination that the District facilities are available for this use.

3.2 Termination Clause: Either party may terminate this Agreement at any time and without prior notice in the event of a breach of the Agreement by the other party. In addition, either party may terminate this agreement upon (ninety) 90 days' notice.

IV. INSURANCE

4.1 Insurance. The parties recognize that facilities owned by one party and utilized by employees of the other party, may result in claims of injury, loss or damage. This section is intended to address the respective responsibilities of the parties in such a case.

The DISTRICT and the CITY shall procure and maintain during the term of this Agreement and any extension hereof, the following insurance coverages:

1. Worker's Compensation and employee's liability insurance to cover obligations imposed by applicable laws covering all employees acting within scope and course of their employment.
2. Commercial general liability insurance with minimum limits of $ 424,000 per person and $1,195, 000 per occurrence. The policy shall cover all premises and operations by or on behalf of the parties arising from claims for personal injury (including bodily injury and death) and property damage (including loss of use). Coverage will include: Products and Completed Operations and Contractual Liability.
3. Commercial auto liability insurance covering liability arising out of the operation of any vehicle (including owned, non-owned and hired vehicles) with minimum limits of $424,000 per person per accident and $1,195,000 person combined single limit for all claims and claimants.
4. Property Insurance. The DISTRICT and the CITY will provide direct physical damage insurance on an "all risk" basis providing replacement cost coverage on their respective building/contents being utilized under this agreement.

The DISTRICT and the CITY will have Certificates of Insurance issued, evidencing the above-required coverages. The parties agree that they will provide each other with 30 days' notice of material change or cancellation as a condition of this Agreement.

4.2. Indemnification. The parties recognize that the use of facilities or real property owned by one of the parties hereto by employees or agents of the other party may result in claims or demands asserted against one or both of the parties hereto on account of loss, injury or damage, including without limitation, claims arising from personal injury, sickness, disease, death, bodily injury, property loss or damage, workers' compensation claims or any other loss of any kind whatsoever (including reasonable attorney fees and costs of defense), all of which are herein referred to as "claims". The CITY agrees to be responsible, subject to the limitations set forth in the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 through 24-10-120, for claims from an act or omission of its public employees occurring during the employee's duties and within the scope of his or her employment, unless the act or omission is willful and wanton or where sovereign immunity bars the action against the CITY. The DISTRICT agrees to be responsible, subject to the limitations set forth in the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 through 24-10-120, for claims from an act or omission of its public employees occurring during the employee's duties and within the scope of his or her employment, unless the act or omission is willful and wanton or where sovereign immunity bars the action against the DISTRICT. Both the CITY and the DISTRICT are political subdivisions of the State of Colorado subject to the provisions of the Colorado Constitution. As such, neither the DISTRICT nor the CITY shall be obligated to indemnify the other Party, its elected and appointed officials, officers, employees, and agents from and against any and all third-party claims, demands, suits, damages, losses, and expenses, including reasonable defense fees which arise out of or result from the other Party's own negligence or willful or reckless misconduct. Each Party agrees to provide the other Party with written notice within 30 days of the knowledge of any claim or controversy giving rise to a claim for indemnification. In the event of an action filed against either Party, the Parties may elect to represent themselves.

4.3 Governmental Immunity. Liability of the DISTRICT and CITY is at all times herein strictly limited and controlled by the provisions of the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.* as now or hereafter amended. Nothing in this Agreement shall be construed as a waiver of the protections of said Act.

V. MISCELLANEOUS

5.1 Appropriate event/activity supervision must be provided in accordance with the respective organization's standards/guidelines.

5.2 Each party's use of facilities shall be limited to the areas and facilities referred to in the FACILITY RENTAL AGREEMENT. Any use by the parties of additional areas will have to be agreed upon by the parties. Such use shall be requested in writing and submitted to the designated representative of each party.

5.3 The DISTRICT grants the CITY jurisdiction over the DISTRICT'S property to enforce the CITY's municipal ordinances. Additionally, the CITY agrees to enforce and uphold the DISTRICT's mandatory prohibition of drugs, alcohol, firearms and tobacco policy on any DISTRICT property and in any DISTRICT facility used by the CITY as defined herein.

5.4 Notice. Any notice required or desired to be given under the terms of this Agreement shall be mailed by certified mail, postage prepaid, return receipt requested, to the party at the address set forth below:

City:
Director, Parks, Recreation, and Open Space
15151 E. Alameda Parkway
Aurora, CO 80012
303-739-7010

School District:
Michael Giles Jr, Superintendent of Schools
Educational Services Center 1
15701 E. 1st Ave., Suite 206
Aurora, CO 80011

5.5 Modification. The terms of this Agreement may be modified at any time by the mutual consent and written agreement of the respective parties.

5.6 Entire Agreement - Binding Effect. This Agreement constitutes the entire agreement of the parties hereto. All of the agreements, terms, conditions, and covenants set forth in this Agreement shall insure to the benefit of and be binding upon the successors and assigns of the parties.

5.7 Counterparts. This Agreement may be executed in several counterparts and each such counterpart shall be deemed an original.

5.8 Severability. If any provision of this Agreement is determined to be invalid or illegal, such provision shall be deemed automatically amended to conform to the law or if such amendment is not possible, such provision shall have no effect. In either event the other provisions of this Agreement shall remain applicable to the parties and be given full effect.

5.9 Dispute Resolution. Any dispute between the parties regarding interpretation, application or enforcement of this Agreement will be subject to expedited arbitration under the auspices of, and in accordance with the procedures of the American Arbitration Association. Such Arbitration shall take place at an appropriate facility within the City at a time and place to be reasonably agreed upon by the parties. The laws of the state of Colorado will govern the Contract. Each party will pay its own costs and attorney fees in any such arbitration.

ADAMS-ARAPAHOE JOINT DISTRICT 28J

Michael Giles Jr, Superintendent of Schools

DATE: 1/22/25

CITY OF AURORA

Mike Coffman, Mayor

DATE: _____

ATTEST:

Kadee Rodriguez, City Clerk

APPROVED AS TO FORM:

School Attorney

Tim Joyce

Tim Joyce, Assistant City Attorney

RESOLUTION NO. R2025- ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF AURORA, COLORADO, ACTING BY AND THROUGH THE PARKS, RECREATION AND OPEN SPACE DEPARTMENT, AND THE ADAMS-ARAPAHOE JOINT SCHOOL DISTRICT 28J FOR JOINT FACILITY ACCESS

WHEREAS, the City of Aurora, Colorado, by and through its Parks, Recreation, and Open Space Department ("City") and Adams-Arapahoe Joint School District ("District") desire to provide each other with the beneficial use of certain physical facilities; and

WHEREAS, the District has by Colorado Revised Statutes § 22-32-122, the authority to contract with the City for the performance of any service activity or undertaking which the District may be authorized to provide, so long as the contract sets forth the purposes, powers, rights, obligations and responsibilities, financial or otherwise, of the parties and provides that the service, activity or undertaking be of comparable quality and meets the same requirements and standards as would be necessary by the District; and

WHEREAS, governmental units 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. Const. Art. 14, § 18(2)(a) and Colo. Rev. Stat. § 29-1-203(1)). City Council is authorized 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. (City Charter, art. X, sec. 10-12); and

WHEREAS, it is the desire of both the City and the District to cooperate with each other and enter into this attached Intergovernmental Agreement for joint facility access.

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

Section 1. The Intergovernmental Agreement between the City of Aurora, Colorado, acting by and through its Parks, Recreation, and Open Space Department, and Adams-Arapahoe Joint School District 28J regarding joint facility access 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:

_____
TIM JOYCE, Assistant City Attorney

CITY OF AURORA
Council Agenda Commentary

Item Title: Integrated Water Master Plan 2 (Resolution)
Item Initiator: Sarah Young, Assistant General Manager of Planning and Engineering, Aurora Water
Staff Source/Legal Source: Sarah Young, Assistant General Manager of Planning and Engineering, Aurora Water/ Brian Rulla, Assistant City Attorney
Outside Speaker: N/A
Council Goal: 2012: 3.0--Ensure excellent infrastructure that is well maintained and operated.

COUNCIL MEETING DATES:

Study Session: 3/10/2025

Regular Meeting: 3/24/2025

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

Item requires a Public Hearing: ☐ Yes ☒ No

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

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

Sponsor: Alison Coombs, Council Member / Françoise Bergan, Council Member
Sarah Young, Assistant General Manager of Planning and Engineering, Aurora Water / Brian Rulla, Assistant City Attorney
Estimated time: 10 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: Water Policy

Policy Committee Date: 1/15/2025

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 July 17, 2024, staff presented the outcome and results upon the completion of the second Integrated Water Master Plan to the Water Policy Committee as an informational item.

On January 15, 2025, the Water Policy Committee supported moving the Integrated Water Master Plan 2 Resolution forward to Study Session.

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

A water master plan is a long-term strategy that outlines how to meet the water supply needs of both current and future customers. Aurora Water takes a proactive, integrated master planning approach. The various disciplines within the utility coordinate planning efforts to ensure alignment, consistent assumptions, and optimal capital utilization. Aurora Water completed its first Integrated Water Master Plan (IWMP) in 2017. Scenario-based master planning requires periodic updates to ensure planning efforts are based on the best available information. The Integrated Water Master Plan 2 (IWMP2), underway over the past three years, includes changes to growth boundaries, new conservation ordinances, recent localized studies, and updated climate information to produce an updated 20-year capital improvement plan.

The planning process required development of "Target" and "Minimum" level of service (LOS) goals. Target level of service goals defined the desired state, whereas minimum level of service goals provided flexibility to adapt resource constraints while ensuring appropriate service levels. The water system's ability to meet these goals was then evaluated to identify and prioritize capital improvement needs.

The key LOS goals highlighted in this resolution include: (1) maintaining emergency water reserves sufficient to meet one (1) year of critical demands in water shortage emergencies; (2) defining watering restrictions and their frequency to reduce negative economic and quality of life impacts to Aurora residents; and (3) continuing Aurora Water's compliance with all water quality rules and regulations. The full list of Water Resources, Source of Supply, Treatment, and Transmission and Distribution System level of service goals are provided in Tables 1-4, respectively.

The proposed resolution will allow Aurora Water to utilize the IWMP2 as a guidance document for meeting LOS goals and implementing the associated capital improvement plan. The capital improvement projects and associated timing from the IWMP2 will also be included in the annual budget appropriation process. Standard procedure is to update the water master plan every five to seven years. It is anticipated to bring forth a new resolution if LOS goals are modified through a future master plan update.

Table 1 LOS Goals for the Water Resources System Evaluation

Water Resources Criteria	Target LOS	Minimum LOS
Meet indoor demands	100% of the time	100% of the time
Maintain emergency reserve	100% of the time	100% of the time
Meet WISE 10-year block delivery volumes	5,000 acre-feet per year (AFY) on average	5,000 AFY on average
Stage 1 watering restriction frequency	No more than 2 in 10 years	No more than 3 in 10 years
Stage 1 watering restriction duration	1 year	2 consecutive years
Stage 2 watering restriction frequency	1 in 10 years	2 in 10 years
Stage 2 watering restriction duration	1 year	1 year*
Stage 3 watering restriction frequency	1 in 100 years	1 in 20 years
Stage 3 watering restriction duration	1 year	1 year*
Treated water TDS	400 milligrams per liter (mg/L)	480 mg/L

*Note: Longer watering restrictions (up to two consecutive years of Stage 2 or Stage 3) may be experienced in the event of a major facility outage.

Table 2 LOS Goals for the SOS System Evaluation

Level of Service Goal	Target LOS	Minimum LOS
Demand met during a 1- to 24-month outage of critical water supply infrastructure	Stage 1 (100% indoor + 66% outdoor)	Stage 3 (110% of indoor)
Frequency of meeting WISE 10-year block contract terms	100% of the time	100% of the time
Stage 1 watering restriction frequency	No more than 2 in 10 years	No more than 3 in 10 years
Stage 1 watering restriction duration	1 year	2 consecutive years
Stage 2 watering restriction frequency	1 in 10 years	2 in 10 years
Stage 2 watering restriction duration	1 year	1 year*
Stage 3 watering restriction frequency	1 in 100 years	1 in 20 years
Stage 3 watering restriction duration	1 year	1 year*
Treated water TDS	400 mg/L	480 mg/L
Water availability stage to be met with one WPF offline in the summer for a period of 2 weeks	Normal	Stage 1
Frequency of meeting indoor demands with two WPFs offline in the winter for a period of 2 weeks	100% of the time without use of interconnections	100% of the time without use of interconnections

*Note: Longer watering restrictions (up to two consecutive years of Stage 2 or Stage 3) may be experienced in the event of a major facility outage.

Table 3 Goals for the Treatment System Evaluation

LOS	Target LOS		Minimum LOS	
Maximum finished water TDS concentration under the following water availability stages: • Normal (3 days/week outdoor watering) • Stage 1 (2 days/week outdoor watering) • Stage 2 (1 day/week outdoor watering) • Stage 3 (no outdoor watering)	400 mg/L 480 mg/L 480 mg/L 480 mg/L		480 mg/L 500 mg/L 500 mg/L 500 mg/L	
Meet all regulatory compliance requirements and Partnership for Safe Water and internal water quality goals	100% of the time		100% of the time	
Individual and combined filter effluent turbidity	Less than 0.10 nephelometric turbidity units (NTU) more than 99.9% of the time		Less than 0.10 NTU more than 95% of the time	
Taste and odor	No verifiable customer complaints			
CT inactivation • Griswold and Wemlinger WPFs • Binney WPF	*Giardia* 1-log 0.5-log	Viruses 3-log 2-log	*Giardia* 1-log 0.5-log	Viruses 3-log 2-log
Finished water alkalinity concentration range	50-220 mg/L as calcium carbonate ($CaCO_3$)		40-220 mg/L as $CaCO_3$	
Maximum finished water hardness concentration	180 mg/L		200 mg/L	
Maximum chlorine dioxide concentration entering the distribution system	0.3 mg/L		0.3 mg/L	
Maximum chlorite concentration entering the distribution system	0.7 mg/L		0.7 mg/L	
Free ammonia concentration leaving WPFs	0.05 – 0.1 milligrams as nitrogen per liter (mg-N/L)		>0.01 mg-N/L	
Maximum manganese concentration leaving WPFs	20 micrograms per liter (µg/L)		50 µg/L	

LOS	Target LOS	Minimum LOS
Maximum perfluorooctanoic acid (PFOA) and perfluorooctane sulfonic acid (PFOS) leaving WPFs	3 nanograms per liter (ng/L)	3 ng/L
Maximum perfluorononanoic acid (PFNA), perfluorohexane sulfonate (PFHxS), and GenX chemicals (HFPO-DA) leaving WPFs	7.5 ng/L	7.5 ng/L
PFAS Health Index leaving WPFs (perfluorobutane sulfonate [PFBS], PFNA, PFHxS, and hexafluoropropylene oxide dimer acid and its ammonium salt GenX)	0.75 (unitless)	0.75 (unitless)
Maximum total phosphorus in reservoirs	n/a	25 µg/L
Maximum total nitrogen in reservoirs[1]	n/a	426 µg/L
Maximum total chlorophyll a in reservoirs[1]	5 µg/L	8 µg/L
Total chlorine concentration leaving WPFs	2.0 – 2.25 mg/L	>1.5 mg/L
Total chlorine concentrations in the distribution system	At least 0.5 mg/L in at least 99.5% of monthly samples and never greater than 4.0 mg/L	At least 0.4 mg/L in at least 98% of monthly samples and never greater than 4.0 mg/L
LRAA for TTHMs	Not to exceed 64 µg/L	Not to exceed 64 µg/L
Maximum HAAs concentration	Not to exceed 48 µg/L	Not to exceed 48 µg/L

Level of Service Goal	Target LOS		Minimum LOS	
Demands met with one WPF offline in the summer	Normal (100% of indoor and 100% of outdoor demands)		Stage 1 (100% of indoor and 66% of outdoor or 80% of total demands)	
Demands met with two WPFs offline in the winter	Normal (100% of indoor demands)		Normal (100% of indoor demands)	
Total chlorine concentrations in the distribution system	At least 0.5 mg/L in at least 99.5% of monthly samples		At least 0.4 mg/L in at least 98% of monthly samples	
Minimum acceptable pressure: • During normal operations • During an unplanned pump station or major transmission pipeline outage	50 pounds per square inch (psi) 40 psi		40 psi 30 psi except near tanks	
Maximum acceptable pressure at customer delivery points	120 psi		135 psi	
Maximum allowable pressure fluctuation over a 24-hour period	10 psi		30 psi but never below the minimum acceptable pressure of 30 psi	
Maximum velocity and headloss in distribution piping	Max Velocity	Max Headloss	Max Velocity	Max Headloss
• 6-inch diameter	2.5 feet per second (fps)	5 feet (ft) /1,000 ft	2.5 fps	5 ft/1,000 ft
• 8 to 12-inch diameter	3 fps	5 ft/1,000 ft	3 fps	5 ft/1,000 ft
• 16 to 20-inch diameter	4.5 fps	5 ft/1,000 ft	4.5 fps	5 ft/1,000 ft
• 24-inch diameter and greater	4.5 fps	2 ft/1,000 ft	4.5 fps	2 ft/1,000 ft
Fire flow requirements • Residential • Commercial • Industrial	1,500 gallons per minute (gpm) 2,500 gpm 4,000 gpm		1,500 gpm 2,500 gpm 4,000 gpm	
Maximum number of single family equivalent (SFE) dwelling units that trigger the need for fire flows to be met with one critical pipeline out of service	250 SFE		750 SFE	
Maximum allowed customer outages due to pump station failure	Zero		Zero	
Operational storage should not utilize emergency storage volume	Always		Always	
Emergency storage equal to 50% of maximum day demands plus the highest fire flow requirement per zone	All zones		All zones	
Storage volumes should not consider nonfunctional storage	Always		Always	
Finished water pH range	8.0-8.2 standard units (s.u.)		7.8-8.5 s.u.	

LOS	Target LOS	Minimum LOS
[1]Median of samples taken at multiple depths in the mixed layer of the water column with allowable exceedance frequency of 1 in 5 years. Based on CDPHE's proposed Regulation 31, effective December 31, 2027.		

Table 4 Goals for the T&D System Evaluation

FISCAL IMPACT

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

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

REVENUE IMPACT

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

N/A

BUDGETED EXPENDITURE IMPACT

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

N/A

NON-BUDGETED EXPENDITURE IMPACT

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

N/A

WORKLOAD IMPACT

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

N/A

QUESTIONS FOR COUNCIL

Does Council support moving the APPROVAL OF A RESOLUTION for City Council's approval and adoption of Aurora Water's Integrated Water Master Plan Two as a Guidance Document for Aurora Water's long-term capital improvement planning forward to the next 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, may be in the form of resolutions or motions. (Section 5-1, Aurora City Charter)(Best)

RESOLUTION NO. R2025- ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL'S APPROVAL AND ADOPTION OF AURORA WATER'S INTERGRATED WATER MASTER PLAN TWO AS A GUIDANCE DOCUMENT FOR AURORA WATER'S LONG TERM CAPITAL IMPROVEMENT PLANNING

WHEREAS, the City of Aurora, acting by and through its Utility Enterprise ("Aurora Water") has developed Aurora Water's updated Integrated Water Master Plan, referred to as the "Integrated Water Master Plan 2" or "IWMP2"; and

WHEREAS, the Integrated Water Master Plan 2 used a holistic and integrated approach to establish level of service goals and to ensure Aurora Water's ability to meet those level of service goals; and

WHEREAS, the Integrated Water Master Plan 2 used planning criteria across each of Aurora Water's technical disciplines of water resources, source of supply, treatment, potable distribution and transmission, and non-potable transmission and distribution to develop a twenty (20) year capital improvement plan, capital improvement plan prioritization toolkit, and buildout roadmap; and

WHEREAS, the key level of service goals set forth in the Integrated Water Master Plan 2 include, but are not limited to, the following: (1) maintaining emergency water reserves sufficient to meet one (1) year of critical demands in water shortage emergencies; (2) defining watering restrictions and their frequency to reduce negative economic and quality of life impacts to Aurora residents; and (3) continuing Aurora Water's compliance with all water quality rules and regulations; and

WHEREAS, the Integrated Water Master Plan 2 identified and highlighted the importance of several water supply projects necessary for Aurora Water to continue to meet its level of service goals including, but not limited to, the following: (1) the permitting and construction of Wild Horse Reservoir or equivalent storage; (2) diligent completion of projects needed to increase Aurora Water's Prairie Water System capacity such as completion of Prairie Water System Riverbank wells; (3) completion of Rampart Pipeline Improvement projects necessary to realize the full capacity of Aurora Water's Rampart Delivery Systems; and (4) completion of the Wemlinger Blend Pipeline to allow for blending of water sources to meet water quality goals; and

WHEREAS, the Integrated Water Master Plan 2 also included level of service goals for treatment and distribution systems, including but not limited to meeting or exceeding all drinking water standards and maintenance of all industry standard system pressures during all operating conditions; and

WHEREAS, the Integrated Water Master Plan 2 sets forth details associated with Aurora Water's level of service goals as well as details regarding the long-term plans designed to consistently meet those goals.

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

Section 1. The Aurora Water Integrated Water Master Plan 2 or IWMP2 is hereby adopted and approved by the Aurora City Council as a guidance document for Aurora Water's long term Capital Improvement Planning.

Section 2. City Council hereby directs Aurora Water and legal counsel to take steps necessary to effectuate the level of service goals and pursue water supply project activities as set forth in the Integrated Water Master Plan 2 to the extent reasonably feasible.

Section 3. Understanding that the Integrated Water Master Plan 2 is a guidance document, and that conditions, opportunities, and situations may require changes in implementation of it, City Council authorizes and directs the General Manager of Aurora Water to make such changes as may be required.

Section 4. The City Manager, the General Manager of Aurora Water, or their designee(s) are hereby authorized to execute agreements, amendments, or any other documents directly related to the Integrated Water Master Plan 2 and necessary to further the intent of this resolution.

Section 5. 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

Ian J Best RLA
_____
By: IAN BEST, Assistant City Attorney

CITY OF AURORA
Council Agenda Commentary

Item Title: Designation of 13th Avenue Station Area as a Blighted Area
Item Initiator: Jennifer Orozco, Project Manager, Planning and Business Development
Staff Source/Legal Source: Jennifer Orozco, Project Manager, Planning and Business Development / Brian Rulla, Assistant City Attorney
Outside Speaker: N/A
Council Goal: 2012: 5.2--Plan for the development and redevelopment of strategic areas, station areas and urban centers

COUNCIL MEETING DATES:

Study Session: N/A

Regular Meeting: 3/10/2025

2nd Regular Meeting (if applicable): 3/24/2025

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)

A PUBLIC HEARING AND CONSIDERATION OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, DECLARING THE 13TH AVENUE STATION AREA AS A BLIGHTED AREA APPROPRIATE FOR AN URBAN RENEWAL AREA
Sponsor: Angela Lawson, Council Member
Jennifer Orozco, Project Manager, Planning and Business Development / Brian Rulla, Assistant City Attorney

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

☐ Approve Item and Move Forward to Study Session
☐ Approve Item as Proposed at Study Session
☐ Approve Item and Move Forward to Regular Meeting
☒ Approve Item as Proposed at Regular Meeting
☐ Information Only
☐ Approve Item with Waiver of Reconsideration
Reason for waiver is described in the Item Details field above.

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: N/A

Policy Committee Date: N/A

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

☐ Recommends Approval ☐ Does Not Recommend Approval

☐ Forwarded Without Recommendation ☐ Minutes Not Available

☐ Minutes Attached

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

On September 16, 2019, Council approved ordinance 2019-56 declaring the 13th Avenue/Colfax Station study area as a blighted area and appropriate for an urban renewal area. Due to the elapsed time since the 2019 approval, an updated conditions survery was commissioned in late 2024 to confirm the continued presence of blight factors in the study area.

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

Staff retained a consultant, Matrix Environmental, to review the pervious 2019 conditions study, conduct a site visit, and to issue the following Property Conditions Assessment / Blight Study (attached), dated September 2024.

Colorado's Urban Renewal Law (C.R.S. 31-25-101 to 116) defines eleven factors, four of which must be identified within a defined area before an Urban Renewal Project or Plan can be established and adopted. In the East Colfax/ 13th Avenue Station area, the consultant identified the continued presence of the following six blighting factors within the area:

- Predominance of defective or inadequate street layout;
- Faulty lot layout in relation to size, adequacy, accessibility, or usefulness;
- Unsanitary or unsafe conditions;
- Unusual topography or inadequate public improvements or utilities;
- Environmental contamination of buildings or property; and
- The existence of health, safety, or welfare factors requiring high levels of municipal services or substantial physical underutilization or vacancy of sites, buildings, or other improvements.

The report includes the detailed findings and the following conclusion: "It is the conclusion of this Conditions Assessment that six blight factors identified within the Study Area exhibited significant levels of blight. Those six factors exceed the minimum required number under Colorado Urban Renewal Law to consider the Study Area a 'blighted area.'"

This blight designation will allow staff to proceed with negotiations with the taxing jurisdictions and finalizing the urban renewal plan and accompanying intergovernmental agreements.

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.)

Declaration of blight is a prerequisite for the eventual adoption of an urban renewal plan and establishment of Tax Increment Financing (TIF) areas. An urban renewal plan and TIF areas are proposed in this area as a means of providing revenue to support the construction of public infrastructure: the extension of Dillon Way and a bridge over Tollgate Creek.

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.)

The workload impact is absorbable with current staff.

QUESTIONS FOR COUNCIL

Does Council agree with the findings contained in the Property Conditions Assessment and wish to declare the 13th Avenue Station a blighted area within the meaning of the Urban Renewal Law and thus appropriate for urban renewal projects?

LEGAL COMMENTS

An authority shall not actually undertake an urban renewal project for an urban renewal area unless based on evidence presented at a public hearing the governing body, by resolution, has determined such area to be a slum, blighted area, or a combination thereof and designated such area as appropriate for an urban renewal project. (C.R.S. Section 31-25-107). (Allen)

ORDINANCE No. 2025 -__

A BILL

FOR AN ORDINANCE AND A PUBLIC HEARING OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, DECLARING THE 13TH AVENUE STATION AREA AS A BLIGHTED AREA APPROPRIATE FOR AN URBAN RENEWAL AREA

WHEREAS, the Colorado Urban Renewal Law, Part 1 of Article 25 of Title 31 (the "Act") provides for urban renewal of slums and blighted areas; and

WHEREAS, the Aurora Urban Renewal Authority (the "Authority") has been duly organized and is validly existing as a Colorado urban renewal authority in the City of Aurora, Colorado ("City"), under Part 1 of Article 25 of Title 31, C.R.S. and has undertaken to eliminate and prevent blight within the City; and

WHEREAS, pursuant to Section 31-25-107(1), C.R.S., the Authority shall not undertake an urban renewal project for an urban renewal area within the City unless, based on evidence presented at a public hearing, the City Council of the City ("Council"), by ordinance, has determined such area to be a blighted area and designated such area as appropriate for an urban renewal project; and

WHEREAS, pursuant to Section 31-25-107(3), C.R.S., once an area is determined to be a blighted area and, as a result, is designated as appropriate for urban renewal, Council shall hold a public hearing on the adoption of an urban renewal plan for the redevelopment of such area; and

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

Section 1. Council has caused the appropriate notice of the public hearing to be published in a newspaper of general circulation.

Section 2. Council hereby legislatively finds and determines based upon the blight study of the 13th Avenue Station Area and other evidence presented to the City Council that the following factors of blight are present throughout the 13th Avenue Station Area:

(1) Predominance of defective or inadequate street layout;

(2) Faulty lot layout in relation to size, adequacy, accessibility, or usefulness;

(3) Unsanitary or unsafe conditions;

(4) Unusual topography or inadequate public improvements or utilities;

(5) Environmental contamination of buildings or property;

(6) The existence of health, safety, or welfare factors requiring high levels of municipal services.

Section 3. Council hereby finds and determines the 13th Avenue Station Area, in its present condition and use and by reason of the presence of the above-mentioned factors, substantially impairs or arrests the sound growth of the City, retards the provision of housing accommodations, constitutes an economic or social liability, and is a menace to the public health, safety, morals, or welfare and, as such, constitutes a blighted area within the meaning of Section 31-25-103(2), C.R.S. and without regard to the economic performance of the property included within the Area.

Section 4. Council hereby designates the 13th Avenue Station Area as an area appropriate for an urban renewal project.

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.

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.

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: _____

RACHEL ALLEN, Deputy City Attorney

Property Conditions Assessment (Blight Study)

East Colfax 13th Ave Station

Aurora, Colorado

September 2024







Prepared for:

Aurora Urban Renewal Authority (AURA)

Prepared by:

Matrix ENVIRONMENTAL

No document content on this page

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Section 1: Project Overview

EXECUTIVE SUMMARY

The Aurora Urban Renewal Authority (AURA) and the City of Aurora have requested that Matrix Design Group, Inc. (Matrix) complete a Property Conditions Assessment (also known as a "Conditions Assessment" or "Blight Study") for the East Colfax 13th Avenue Station RTD Light Rail Corridor located along Toll Gate Creek. The Study Areas is generally bounded by East 17th Ave to the north, Potomac Street to the west, Sable Boulevard to the east and Aurora Meadows apartment complex to the south. This Assessment is an examination and analysis of physical conditions identified within a defined geographic area to determine if the area qualifies as "blighted" within the meaning of Colorado Urban Renewal Law under the 2023 Colorado Revised Statute (CRS Title 31, Article 25, Part 1 (*CRS § 31-25-101 et seq*).

The area assessed as part of this Conditions Assessment is composed of approximately 108.5 acres of land. The Conditions Assessment Survey Area (also identified as the "Study Area") includes five parcels of land within Adams County and 18 parcels of land within Arapahoe County. The Study Area is developed, with an RTD bus depot metro facility, bus and light rail platforms, a Park-n-Ride asphalt lot, commercial operations, Interstate 225, Toll Gate Creek and portions of vacant native land. A detailed map of the Study Area boundary for the current Conditions Assessment is included in *Figure 1.1*.

For the Study Area to qualify as a blighted area, the presence of at least **four** factors of blight (out of a possible eleven) must be identified. These factors are indicators of substantially impaired or arrested growth of the municipality, retardation of the provision of housing accommodations, economic or social liability, and can be considered a menace to the public health, safety, morals, or welfare of the area (*CRS § 31-25-103 (2)).*

This assessment identified conditions within the Study Area to qualify a total of **six** blight factors including the following:

- Predominance of defective or inadequate street layout
- Faulty lot layout in relation to size, adequacy, accessibility, or usefulness
- Unsanitary or unsafe conditions
- Unusual topography or inadequate public improvements or utilities
- Environmental contamination of buildings or property
- The existence of health, safety, or welfare factors requiring high levels of municipal services or substantial physical underutilization or vacancy of sites, buildings, or other improvements.

Based on this Conditions Assessment prepared in accordance with the Colorado Urban Renewal statute, the E. Colfax 13th Ave Station survey area qualifies as a **blighted area**.

Figure 1.1 – Study Area Boundary



Methodology

The Conditions Assessment includes data collection for conditions of blight (see Sections 2 and 3 for what constitutes conditions of blight) which was accomplished through several means. For those blight conditions that could be identified by visual observation, Matrix conducted a field survey on August 22, 2024. For those blight conditions that are not observable in the field (such as traffic data, crime statistics, etc.), blight condition data was obtained through research of numerous sources.

The defined geographic area (the East Colfax RTD Light Rail Corridor survey area) examined in this Conditions Assessment lies entirely within the City of Aurora's municipal boundaries includes 5 parcels of land listed by the Adams County Assessor and 19 Parcels of land listed by the Arapahoe County Assessor. In addition to the parceled land, areas of unparcelled land are present within the Study Area boundary, mainly along ill-defined roadways and Toll Gate Creek.

Previous Blight Studies

In February 2001, the *Fitzsimons Boundary Area Blight Survey* was prepared by Clarion Associates, LLC. This Conditions Assessment included some of the northern portion of the current Study Area as well as several acres of land along Colfax Avenue and Peoria Street (west of the current Study Area). The 2001 Blight Survey identified ten factors of blight and concluded that the area "in its present condition and use substantially impairs or arrests the sound growth of the municipality, retards the provision of housing accommodations, or constitutes an economic or social liability, and is a menace to the public health, safety, morals, or welfare". Because of the age of the 2001 historic Blight Survey, significant development of the area in the past 23 years, and incompatible size of the 2001 Survey Area and the current Study Area, the 2001 Conditions Assessment does not corroborate or validate the historical findings of the current Blight Survey.

In June 2019, an *East Colfax RTD Light Rail Corridor Blight Study* was prepared by Matrix. This Conditions Assessment included the current study area with along with a single additional parcel of land in Adams County parcel number 0182131306013. The 2019 Blight Survey identified six factors of blight and concluded that the area "in its present condition, exhibits a sufficient level of blight to be considered a "blighted area". Matrix notes that the 2019 Blight Survey area is representative of the current survey area as significant changes in development have not occurred since then. When compared, the findings in the 2019 report corroborate and validate the historical findings of the current Blight Survey.

In 2023, The *Toll Gate Creek Conditions Survey* was completed for the Toll Gate Creek survey area located east of the Fitzsimons Health Sciences Area. Seven factors of blight were identified in the 2023 Conditions Survey and the site qualified as a blighted area. This Conditions Assessment included several acres of land adjacent to the north of the current study area as well as Adams County parcel

number 0182131306013. The 2023 Conditions Survey does not corroborate or validate the historical findings of the current Conditions Assessment based on different location.

Section 2: Colorado Urban Renewal Statutes

In *CRS 31-25 (§ 31-25-101 et seq.),* the legislature has declared that an area of blight "constitutes a serious and growing menace, injurious to the public health, safety, morals, and welfare of the residents of the state in general and municipalities thereof; that the existence of such areas contributes substantially to the spread of disease and crime, constitutes an economic and social liability, substantially impairs or arrests the sound growth of municipalities, retards the provision of housing accommodations, aggravates traffic problems and impairs or arrests the elimination of traffic hazards and the improvement of traffic facilities; and that the prevention and elimination of slums and blight is a matter of public policy and statewide concern…."

Under the Urban Renewal Law, the term "blighted area" describes an area with an array of issues, including health and social deficiencies, and physical deterioration *CRS § 31-25-103(2)*. Before remedial action can be taken, however, the Urban Renewal Law requires a finding by the appropriate governing body that an area such as the Study Area constitutes a blighted area. *CRS § 31-25-107(1).*

For purposes of the Survey, the definition of a blighted area is articulated in the Colorado Urban Renewal statute as follows:

"*Blighted area*" means an area that, in its present condition and use and, by reason of the presence of at least **four** of the following factors, substantially impairs or arrests the sound growth of the municipality, retards the provision of housing accommodations, or constitutes an economic or social liability, and is a menace to the public health, safety, morals, or welfare:

a. Slum, deteriorated, or deteriorating structures;
b. Predominance of defective or inadequate street layout;
c. Faulty lot layout in relation to size, adequacy, accessibility, or usefulness;
d. Unsanitary or unsafe conditions;
e. Deterioration of site or other improvements;
f. Unusual topography or inadequate public improvements or utilities;
g. Defective or unusual conditions of title rendering the title non-marketable;
h. The existence of conditions that endanger life or property by fire or other causes;
i. Buildings that are unsafe or unhealthy for persons to live or work in because of building code violations, dilapidation, deterioration, defective design, physical construction, or faulty or inadequate facilities;

j. Environmental contamination of buildings or property; or
k. (actually k.5. in the statute) The existence of health, safety, or welfare factors requiring high levels of municipal services or substantial physical underutilization or vacancy of sites, buildings, or other improvements; or
l. if there is no objection by the property owner or owners and the tenant or tenants of such owner or owners, if any, to the inclusion of such property in an urban renewal area, 'blighted area' also means an area that, in its present condition and use and, by reason of the presence of any **one** of the factors specified in paragraphs (a) to (k.5) of this subsection (2), substantially impairs or arrests the sound growth of the municipality, retards the provision of housing accommodations, or constitutes an economic or social liability, and is a menace to the public health, safety, morals, or welfare. For purposes of this paragraph (l), the fact that an owner of an interest in such property does not object to the inclusion of such property in the urban renewal area does not mean that the owner has waived any rights of such owner in connection with laws governing condemnation.

The statute also states a separate requirement for the number of blight factors that must be present if private property is to be acquired by eminent domain. *CRS § 31-25-105 .5(5)*, paragraph (a.) states, "'Blighted area' shall have the same meaning as set forth in section 31-25-103 (2); except that, for purposes of this section only, 'blighted area' means an area that, in its present condition and use and, by reason of the presence of at least **five** of the factors specified in section 31-25-103 (2)(a) to (2)(l)…"

In any case where the acquisition of property by eminent domain by an authority displaces individuals, families, or business concerns, the authority shall make reasonable efforts to relocate such individuals, families, or business concerns within the urban renewal area, where such relocation is consistent with the uses provided in the urban renewal plan, or in areas within reasonable proximity of, or comparable to, the original location of such individuals, families, or business concerns.

Thus, the state statutes require, depending on the circumstances, that a minimum of **one** (if no objections by owner or tenant), **four** (standard number of blight factors required), or **five** (acquisition by eminent domain) blight factors be present for an area to be considered a "blighted area."

Several principles have been developed by Colorado courts to guide the determination of whether an area constitutes a blighted area under the Urban Renewal Law. First, the absence of widespread violation of building and health codes does not, by itself, preclude a finding of blight. According to the courts, "the definition of 'blighted area' contained in [the Urban Renewal Law] is broad and encompasses not only those areas containing properties so dilapidated as to justify

condemnation as nuisances, but also envisions the prevention of deterioration." *CRS § 31-25-103.*

Second, the presence of one well-maintained building does not defeat a determination that an area constitutes a blighted area. Normally, a determination of blight is based upon an area "taken as a whole," and not on a building-by-building, parcel-by-parcel, or block-by-block basis. *CRS § 31-25-103.*

This report makes a recommendation as to whether the Study Area qualifies as a blighted area based on the number of blight factors identified during the Assessment. As discussed in the following sections, **six** of the eleven factors of blight have been identified within the Study Area indicating that the East Colfax 13th Avenue Station Light Rail Corridor qualifies as a blighted area in all scenarios.

Section 3: Conditions Indicative of the Presence of Blight

As discussed in Section 3, the Colorado Urban Renewal statute provides a list of 11 factors that, through their presence, may allow an area to be declared as blighted. This section elaborates on those 11 factors by describing some of the conditions that might be found within a Study Area that would indicate the presence of those factors.

a. *Slum, Deteriorated, or Deteriorating Structures:*

During the field reconnaissance of the Study Area, the general condition and level of deterioration of buildings within the Study Area are evaluated. This examination is limited to a visual inspection of the building's exterior condition and is not a detailed engineering or architectural analysis, nor does it include the building's interior. The intent is to document obvious indications of disrepair and deterioration to the exterior of a structure found within the Study Area. Some of the exterior elements observed for signs of deterioration include:

- Primary elements (exterior walls, visible foundation, roof)
- Secondary elements (fascia/soffits, gutters/downspouts, windows/doors, façade finishes, loading docks, etc.)
- Ancillary structures (detached garages, storage buildings, etc.)

b. Predominance of Defective or Inadequate Street Layout:

The presence of this factor is determined through a combination of both field observation as well as an analysis of the existing transportation network and vehicular and pedestrian circulation patterns in the Study Area by persons with expertise in transportation planning and/or traffic engineering. These conditions include:

- Inadequate street or alley widths, cross-sections, or geometries
- Poor provisions or unsafe conditions for the flow of vehicular traffic
- Poor provisions or unsafe conditions for the flow of pedestrians
- Insufficient roadway capacity leading to unusual congestion of traffic
- Inadequate emergency vehicle access
- Poor vehicular/pedestrian access to buildings or sites
- Poor internal vehicular/pedestrian circulation
- Excessive curb cuts/driveways in commercial area

These conditions can affect the adequacy or performance of the transportation system within the Study Area, creating a street layout that is defective or inadequate.

c. Faulty Lot Layout in Relation to Size, Adequacy, Accessibility, or Usefulness:

This factor requires an analysis of the parcels within the Study Area as to their potential and usefulness as developable sites. Conditions indicative of the presence of this factor include:

- Lots that are long, narrow, or irregularly shaped
- Lots with limited or no access
- Lots that are inadequate in size
- Lots with configurations that result in stagnant, misused, or unused land
- Lots with billboards that have active leases, making redevelopment more difficult

This analysis considers the shape, orientation, and size of undeveloped parcels within the Study Area and if these attributes would negatively impact the potential for development of the parcel. This evaluation is performed both through observation in the field and through an analysis of parcel boundary maps of the Study Area.

d. Unsanitary or Unsafe Conditions:

Conditions observed within the Study Area that qualify under this blight factor include:

- Floodplains or flood prone areas
- Inadequate storm drainage systems/evidence of standing water
- Poor fire protection facilities
- Fire-prone areas or structures
- Above average incidences of public safety responses
- Inadequate sanitation or water systems
- Existence of contaminants or hazardous conditions or materials
- High or unusual crime statistics
- Open trash dumpsters
- Severely cracked, sloped, or uneven surfaces for pedestrians
- Illegal dumping
- Vagrants/vandalism/graffiti/criminal activity
- Open ditches, holes, or trenches in pedestrian areas

These represent situations in which the safety of individuals, especially pedestrians and children, may be compromised due to environmental and physical conditions considered to be unsanitary or unsafe.

e. Deterioration of Site or Other Improvements:

The conditions that apply to this blight factor reflect the deterioration of various improvements made on a site other than building structures. These conditions may represent a lack of general maintenance at a site, the physical degradation of

specific improvements, or an improvement that was poorly planned or constructed. Overall, the presence of these conditions can reduce a site's usefulness and desirability and negatively affect nearby properties.

- Neglected properties or evidence of general site maintenance problems
- Deteriorated signage or lighting
- Deteriorated fences, walls, or gates
- Deterioration of on-site parking surfaces, curb & gutter, or sidewalks
- Poorly maintained landscaping or overgrown vegetation
- Poor parking lot/driveway layout
- Unpaved parking lot on commercial properties

f. Unusual Topography or Inadequate Public Improvements or Utilities:

The focus of this factor is on the presence of unusual topographical conditions that could make development prohibitive, such as steep slopes or poor load- bearing soils, as well as deficiencies in the public infrastructure system within the Study Area that could include:

- Steep slopes / rock outcroppings / poor load-bearing soils
- Deteriorated public infrastructure (street/alley pavement, curb, gutter, sidewalks, street lighting, storm drainage systems)
- Lack of public infrastructure (same as above)
- Presence of overhead utilities or billboards
- Inadequate fire protection facilities/hydrants
- Inadequate sanitation or water systems

g. Defective or Unusual Conditions of Title Rendering the Title Non-Marketable:

Certain properties can be considered non-marketable making redevelopment overly difficult if they have overly restrictive or prohibitive clauses in their deeds or titles, or if they involve an unusually complex or highly divided ownership arrangement. Examples of conditions considered non-marketable include:

- Properties with covenants or other limiting clauses that significantly impair their ability to redevelop
- Properties with disputed or defective title
- Multiplicity of ownership making assemblages of land difficult or impossible

h. Existence of Conditions that Endanger Life or Property by Fire or Other Causes:

A finding of blight within this factor can result from the presence of the following conditions, which include both the deterioration of physical improvements that can lead to dangerous situations as well as the inability for emergency personnel or equipment to provide services to a site:

- Sites inaccessible to fire and emergency vehicles
- Fire-prone areas or structures
- Blocked/poorly maintained fire and emergency access routes/frontages
- Insufficient fire and emergency vehicle turning radii
- Properties not in compliance with fire codes or environmental regulations

i. Buildings that are Unsafe or Unhealthy for Persons to Live or Work In because of Building Code Violations, Dilapidation, Deterioration, Defective Design, Physical Construction, or Faulty or Inadequate Facilities:

Some of the conditions that can contribute to this blight factor include:

- Buildings or properties not in compliance with fire codes, building codes, or environmental regulations
- Buildings with deteriorated elements that create unsafe conditions
- Buildings with inadequate or improperly installed utility components

j. Environmental Contamination of Buildings or Property:

This factor represents the presence of contamination in the soils, water sources, or other locations within the Study Area and may include:

- Presence of hazardous substances, liquids, or gases
- Presence of Environmental Land Use Controls
- Regulatory Oversight or Corrective Actions
- Presence of Recognized Environmental Conditions

k.5 Existence of Health, Safety, or Welfare Factors Requiring High Levels of Municipal Services or Substantial Physical Underutilization or Vacancy of Sites, Buildings, or Other Improvements:

The physical conditions that may contribute to this blight factor include:

- Sites with a high incidence of fire, police, or emergency responses
- Sites adjacent to streets/alleys with a high incidence of traffic accidents
- Sites with a high incidence of code enforcement responses
- An undeveloped parcel in a generally urbanized area
- Vacant, empty, or unused buildings
- A parcel with a disproportionately small percentage of its total land area developed

Section 4: Study Area Location, Definition, and Description

This Conditions Assessment focuses on the East Colfax RTD 13th Avenue Station Study Area. The Study Area includes both parceled land and unparcelled land. The unparcelled land mainly includes roadways, right of ways, land along Toll Gate Creek and Toll Gate Creek itself. A map outlining each parcel is included in Figure 4.1. The following table includes a list of the parceled properties located within the Study Area boundary, with addresses, parcel numbers, and legal descriptions recorded by the County Assessor Geographic Information System (GIS) databases:

Parcel No.	Address	Legal Description
182131320007 (Adams County)	1600 Potomac St	SUB:GUTHEIL GARDENS DESC: BEG AT A PT ON W LN BLK 6 WHICH PT IS 260 FT N OF S LN SW4 SEC 31/3/66 TH E 383/9 FT TO A PT ON WLY ROW LN S H NO 72 TH ALG SD ROW LN N 04D 08M W 149/6 FT TH N 18D 44M W 79/5 FT TH N 17D 04M W 177/9 FT TH N 17D 58M W 518 FT M/L TO PT ON N LN LOT 3 BLK 5 TH W 140 FT M/L TO PT ON W LN SD BLK 5 TH S ALG W LN BLKS 5 AND 6 891/6 FT M/L TO POB EXC PARC
182131320008 (Adams County)	1520 N Fitzsimons Pkwy	SUB:GUTHEIL GARDENS DESC: PT OF BLKS 5 AND 6 DESC AS FOLS BEG AT PT 260 FT N AND 30 FT E OF SW COR SW4 SEC 31/3/66 SD PT ALSO ON E ROW LN POTOMAC ST TH E 383/90 FT TO PT ON WLY ROW LN INTERSTATE 225 TH N 04D 08M W ALG SD ROW 149/60 FT TH N 18D 44M W 79/50 FT TH N 17D 40M W 177/90 FT TH N 17D 58M W 68/31 FT TH W 276/12 FT TO PT ON E ROW LN POTOMAC ST TH S 460 FT TO POB EXC PARC TO RTD FOR FASTRACKS (REC NO 2016000061404) BLKS 5 AND 6
182131320009 (Adams County)	13721 E Colfax Ave	SUB:GUTHEIL GARDENS BLK:6 DESC: BEG AT PT ON N LN E COLFAX AVE AND W LN BLK 6 WHICH PT IS 110 FT N OF S LN SW4 SEC 31 TH E ALG N LN E COLFAX AVE 180 FT TH N 150 FT TH W 180 FT TO PT ON W LN SD BLK 6 TH S 150 FT TO POB BLK 6
18213132005 (Adams County)	13771 E Colfax Avenue	SUB:GUTHEIL GARDENS BLK:6 DESC: BEG AT A PT ON N LN E COLFAX AVE WHICH PT IS 110 FT N OF S LN SW4 SEC 31/3/66 AND 180 FT E OF W LN BLK 6 TH E 50 FT TH N 150 FT TH W 50 FT TH S 150 FT TO POB EXC PARC TO RTD FOR FASTRACKS (REC NO 2013000071792) (2013 - ENTIRE PARCEL TO REGIONAL TRANSPORTATION DISTRICT (RTD - EXEMPT) PER DEED IN RECEPTION NO 2013000071792. PRORATED FOR 226 DAYS FOR 2013 AND FULL

Parcel No.	Address	Legal Description
		EXEMPTION FOR 2014.)
18213132010 (Adams County)	13791 E Colfax Ave	SUB:GUTHEIL GARDENS DESC: PT OF BLK 6 DESC AS FOLS BEG AT A PT ON N LN E COLFAX AVE WHICH PT IS 110 FT N OF S LN OF SW4 SEC 31/3/66 AND 230 FT E OF W LN SD BLK 6 TH N 89D 28M E ALG N LN E COLFAX AVE 164/7 FT M/L TO A PT ON WLY ROW LN HIWAY 72 TH N 04D 08M W 150/4 FT M/L TO A PT WHICH IS 150 FT M/L N OF SD N LN OF E COLFAX AVE TH S 89D 28M W 153/9 FT M/L TO A PT 230 FT E OF W LN BLK 6 TH S 0D 27 E 150 FT TO POB EXC PARC TO RTD FOR FASTRACKS (REC NO 2013000071792) (2013 - ENTIRE PARCEL TO REGIONAL TRANSPORTATION DISTRICT (RTD - EXEMPT) PER DEED IN RECEPTION NO 2013000071792. PRORATED FOR 226 DAYS FOR 2013 AND FULL EXEMPTION FOR 2014.)
1975-06-2-00-018 (Arapahoe County)	13750 E Colfax Ave	That Part Of The Nw 1/4 Of Sec 6-4-66 Desc As Beg 40 Ft S & 195 Ft E Of The Nw Cor Of Sd Nw 1/4 Th S 150 Ft Th E 145.69 Ft Th Nw 150.79 Ft To A Pt On The S Row Line Of E Colfax Ave Th W 129.88 Ft To Beg Sec 6-4-66
1975-06-2-00-019 (Arapahoe County)	0 E Colfax Avenue	That Part Of The Nw 1/4 Of Sec 6-4-66 Desc As Beg 347.2 Ft Se Of The Nw Cor Of Sd Sec At A Pt On The S Row Line Of E Colfax Ave Th S 150 Ft Th W 4.31 Ft Th Nw 150.79 Ft To Sd S Row Line Th E 20.12 Ft To Beg Sec 6-4-66
1975-06-2-00-025 (Arapahoe County)	No Address	That Part Of The Nw 1/4 Of Sec 6-4-66 Desc As Beg 70 Ft S & 425 Ft E Of The Nw Cor Of Sd Nw 1/4 Th S 370 Ft Th W 80 Ft Th N 370 Ft Th E 80 Ft To Beg Sec 6-4-66
1975-06-2-00-020 (Arapahoe County)	14100 E Colfax Ave	That Part Of The Nw 1/4 Of Sec 6-4-66 Desc As Beg At The Ne Cor Of Lot 1 Blk 1 H&H Sub Amended At A Pt On The S Row Line Of E Colfax Ave Th E 279.5 Ft M/L Th S 1395.5 Ft To A Pt On The N Row Line Of E 13Th Ave Th W 2.63 Ft Th Alg Curve To Left 147.93 Ft Th Sw 120 Ft Th Alg Curve To Left 242.32 Ft Th Nw 120 Ft Th Alg Curve To Left 3.51 Ft Th N 35.92 Ft Th W 100 Ft To A Pt On The E Row Line Of Int
1975-06-2-04-001 (Arapahoe County)	No Address	Lot 1 Blk 1 H & H Sub Amended
1975-06-2-00-021 (Arapahoe County)	0 E Colfax Avenue	That Part Of The Nw 1/4 Of Sec 6-4-66 Desc As Beg 827.66 Ft W Of The Se Cor Of Sd Nw 1/4 At The Sw Cor Of Blk 4 Mobile Home Estates Subdivision Th W 334.53 Ft Th Nw 441.86 Ft Th

Parcel No.	Address	Legal Description
		N 906.41 Ft To A Pt On The S Row Line Of E 13Th Ave Th E 11.7 Ft Th Alg Curve Rt 69.56 Ft Th Se 120 Ft Th Alg Curve To Left 295.86 Ft Th Ne 120 Ft Th Alg Curve Rt 121.16 Ft Th S 1150.17 Ft To Beg Sec 6-4-66
1975-06-3-14-005 (Arapahoe County)	No Address	Tract C Tollgate Commercial Sub 1st Flg
1975-06-3-14-012 (Arapahoe County)	No Address	That Part Of Lot 3 Tollgate Commercial Subdivision Filing No. 1 Desc As Beg At The Sw Cor Of Sd Lot Th Nw 575.1 Ft Th Se 187.93 Ft Th Alg Curve To Left 341.59 Ft Th Se 63.2 Ft & 63.32 Ft To A Pt On The S Line Of Sd Lot Th Sw 89.2 Ft To Beg Tollgate Commercial Subdivision Filing No. 1
1975-06-3-14-013 (Arapahoe County)	No Address	Lot 3 Tollgate Commercial Subdivision Filing No. 1 Ex That Part Desc As Beg At The Sw Cor Of Sd Lot Th Nw 575.1 Ft Th Se 187.93 Ft Th Alg Curve To Left 341.59 Ft Th Se 63.2 Ft & 63.32 Ft To A Pt On The S Line Of Sd Lot Th Sw 89.2 Ft To Beg Tollgate Commercial Subdivision Filing No. 1
1975-06-3-14-004 (Arapahoe County)	No address	Lot 4 Tollgate Commercial Sub 1st Flg
1975-06-3-14-015 (Arapahoe County)	No address	Lot 2 Tollgate Commercial Subdivision Filing No. 1 Ex That Part Desc As Beg At The Nw Cor Of Sd Lot Th Ne 89.2 Ft Th Se 98.35 Ft & 51.99 Ft Th Alg Curve Rt 163.39 Ft To A Pt On The S Line Of Sd Lot Th Sw 78.04 Ft Th Nw 313.32 Ft To Beg Tollgate Commercial Subdivision Filing No. 1
1975-06-3-14-014 (Arapahoe County)	No Address	That Part Of Lot 2 Tollgate Commercial Subdivision Filing No. 1 Desc As Beg At The Nw Cor Of Sd Lot Th Ne 89.2 Ft Th Se 98.35 Ft & 51.99 Ft Th Alg Curve Rt 163.39 Ft To A Pt On The S Line Of Sd Lot Th Sw 78.04 Ft Th Nw 313.32 Ft To Beg Tollgate Commercial Subdivision Filing No. 1
1975-06-3-14-016 (Arapahoe County)	No Address	That Part Of Lot 1 Tollgate Commercial Subdivision Filing No. 1 Desc As Comm At The Sw Cor Of Sd Lot Th Alg Curve Rt 16.12 Ft To The Pob Th Alg Curve Rt 160.33 Ft Th Nw 403.88 Ft Th Ne 78.04 Ft Th Alg Curve Rt 43.52 Ft Th Sw 51.99 Ft & 204.62 Ft Th Alg Curve To Left 263.04 Ft To Beg Tollgate Commercial Subdivision Filing No. 1
1975-06-3-14-	No Address	Lot 1 Tollgate Commercial Subdivision Filing

Parcel No.	Address	Legal Description
017 (Arapahoe County)		No. 1 Ex That Part Desc As Comm At The Sw Cor Of Sd Lot Th Alg Curve Rt 16.12 Ft To The Pob Th Alg Curve Rt 160.33 Ft Th Nw 403.88 Ft Th Ne 78.04 Ft Th Alg Curve Rt 43.52 Ft Th Sw 51.99 Ft & 204.62 Ft Th Alg Curve To Left 263.04 Ft To Beg & Ex That Part Desc As Beg At The Se Cor Of Sd Lot Th W 45.89 Ft & 18.93 Ft Th N 67.78 Ft Th Se 27.39 Ft & 66.4 Ft T
1975-06-3-03-026 (Arapahoe County)	No Address	That Part Of Lot 2 Desc As Beg At Se Cor Of Sd Lot Th N 44.76 Ft Th Sw 23.16 Ft To A Pt On Nely Row Line Of Dillon Way Th Se 26.11 Ft To Beg Blk 1 Casa Grande
1975-06-3-03-028 (Arapahoe County)	No Address	Tri Tract Lying In Sw Cor Of Lot 2 Blk 1 Casa Grande Desc As 62.13 Ft X 70 Ft X 25 Ft M/L Blk 1 Casa Grande
1975-06-3-14-010 (Arapahoe County)	No Address	That Part Of Lot 1 Tollgate Commercial Sub 1st Flg Desc As Beg 45.89 Ft W Of The Se Cor Of Sd Lot Th W 18.93 Ft Th N 67.78 Ft Th Se 27.39 Ft Th S 47.99 Ft To Beg Tollgate Commercial Sub 1st Flg
1975-06-3-14-011 (Arapahoe County)	No Address	That Part Of Lot 1 Tollgate Commercial Sub 1st Flg Desc As Beg At The Se Cor Of Sd Lot Th W 45.89 Ft Th N 47.99 Ft Th Se 66.4 Ft To Beg Tollgate Commercial Sub 1st Flg
1975-06-3-03-006* (Arapahoe County)	1030 Cimarron Circle	Lot 1 Blk 1 Tollgate Apartments

**The site area includes a portion of parcel 1975-06-3-03-006 along the eastern boundary see Figure 4.1 for complete parcel map.*

Figure 4.1: Adams County Parcel Map



Parcels highlighted in green are within Adams County. Yellow highlighted parcels are within Arapahoe County

Parcel information was collected from their respective County Assessor online GIS portals. Parcel boundaries are estimated and should not be considered legal boundaries. For more information visit the County Assessor's offices website.

Section 5: Survey Findings

The overall findings of the East Colfax 13th Avenue RTD Light Rail Corridor Conditions Assessment are presented below in a format that mirrors the list of factors and conditions of blight discussed in Section 3.

a. Slum, Deteriorated, or Deteriorating Structures

Slum, deteriorated, or deteriorating structures refers to current buildings that exist within the Study Area. Although a small amount of deterioration was identified in buildings within the Study Area, the amount of deterioration and the number of properties exhibiting deterioration does not rise to the level of a condition of blight for the Study Area as a whole.

No finding of Deterioration of Site or Other Improvements has been made.

b. Predominance of Defective or Inadequate Street Layout

Based on the size of the Study Area, configuration of the streets, layout of the parcels within the Study Area, the position of Toll Gate Creek corridor, and the presence of the RTD light railway; defective or inadequate traffic circulation (both vehicular and pedestrian) throughout the Study Area is an issue. A breakdown of defective or inadequate street layout is outlined below:

- *Northern portion of the Study Area (Adams County parcels).* 17th Avenue, constructed in 2010-2011, is the preferred (shortest) route for pedestrian access to the Colfax corridor business district. Toll Gate Creek, I-225, grade-separated 17th Place, and the RTD light rail limit pedestrian access to the Fitzsimons campus and to major retail and transportation corridors along Colfax Avenue.



**Evidence of Lack of sidewalk at northwestern portion of site west of self-storage building.*

Although the roadway is adequate for the current vehicular traffic volume, there are some issues regarding pedestrian traffic including no sidewalks along 17th Avenue and no sidewalks along the eastern

side of Fitzsimons Parkway. Pedestrian traffic is therefore required to cross the high-speed light rail tracks at 17th Avenue, then cross a major thoroughfare, Fitzsimons Parkway, at a signaled intersection. Although adequate pedestrian protections are in place (light rail crossing signage and gates- and signal-protected crossings), evidence of pedestrian traffic along the east side of Fitzsimons Parkway (no sidewalks) was observed.

- *Southern portion of the Study Area (Arapahoe County parcels)* Defective and inadequate street layout is present within the southern portion of the Study Area, with several Arapahoe County parcels inaccessible by streets or sidewalks, and other parcels accessed by streets that were not designed for additional load. East 13th Avenue, for example, is the only route of vehicular traffic access to the RTD Park and Ride for the 13th Avenue Light Rail Station. Furthermore, under current fire/life safety standards, the site cannot be redeveloped with dense Transit-oriented development (TOD) as specified by the zoning guidelines. This same problem impedes development on the vacant property south of the creek.

  Aurora Meadows, a large apartment complex, bounds the study area to the south. Dillon Way is the only established road that accesses this area and does not have any sidewalks, ending in a cul-de-sac resulting in a single access point. Sidewalks are also not present along Dillon Way creating additional pedestrian traffic along the roadway.

  Within the southern portion of the Study Area are several parcels of land that do not have any means of vehicular access. Development of these parcels will require construction of roadways, likely by extending Dillon Way to the north. The additional traffic from new development would also likely require upgrades to Dillon Way north of 6th Avenue.

  Figure 5.1 details the access issues for pedestrians and *Figure 5.2* outlines the pedestrian crossing at 17th Avenue and Fitzsimons Parkway.

Figure 5.1: Pedestrian Access Issues



Figure 5.2: Fitzsimons and 17th Avenue Parkway Pedestrian Crossing



Blight Factor: Predominance of Defective or Inadequate Street Layout is present.

c. Faulty Lot Layout in Relation to Size, Adequacy, Accessibility, or Usefulness

Faulty street layout often produces faulty lots, particularly when vehicular access is impacted. Other causes of faulty lot layout can include the presence of natural features (such as creeks) or manmade features (such as the presence of highways, rail roads, etc). Commercial properties that lack access or visibility are at a significant disadvantage compared to those with adequate access/visibility and are, in many cases undervalued.

In addition to visibility and access constraints, the size and shape of a property can impact a parcel's utilization. Irregularly shaped parcels, inadequately shaped parcels, or parcels with natural or man-made obstacles can lead to undeveloped or inaccessible areas within the parcel itself, while small parcels may have little development value.

The Study Area has several parcels of land (both in the northern portion of the Study Area and the southern portion of the Study Area) that can be considered

inaccessible, odd-sized or shaped, and generally inadequate for development. The following Table identifies parcels within the Study Area that are considered faulty in relation to size, adequacy, accessibility, or usefulness.

Parcel No.	Faulty Lot Layout
0182131320005 (Adams County)	*Usefulness, size*. The size and location of this parcel (between two larger parcels) would make redevelopment difficult.
1975-06-2-00-019 (Arapahoe County)	*Usefulness, size*. The size and location of this parcel (between two larger parcels) would make redevelopment difficult. In addition, the elevated RTD light rail goes through this property.
1975-06-2-00-025 (Arapahoe County)	*Usefulness, size*. This parcel, owned by RTD, is crossed by an elevated portion of the RTD light rail tracks. The northern portion of the property is not accessible to Colfax Avenue and will likely remain undeveloped.
1975-06-2-00-021 (Arapahoe County)	*Usefulness, partial access limitations.* This parcel, owned by RTD, is the location of the 13th Avenue Park and Ride and Light Rail Station. Less than half of the parcel is developed. The western half of the property (approximately 6 acres) remains inaccessible and undevelopable. The southern portion of the parcel, although it could be accessed through the southern portion of the parking area, is undeveloped. Because this is a "commercial" property, its visibility to main thoroughfares is important. Its limited accessibility and layout makes this parcel difficult to find and not readily accessible to any major thoroughfares. Any future development in the area immediately surrounding the RTD Station would be at a competitive disadvantage relative to other transportation-oriented development areas.

Parcel No.	Faulty Lot Layout
1975-06-3-14-005 1975-06-3-03-028 1975-06-3-14-010 1975-06-3-14-011 1975-06-3-14-008 (Arapahoe County)	*Usefulness, size, accessibility.* These small parcels are not accessible and are too small for development. These parcels would be more useful if incorporated into adjacent parcels.
1975-06-3-03-026 (Arapahoe County)	*Usefulness, size.* The size and location of this parcel (between two larger parcels) limits the beneficial uses for redevelopment activities.
1975-06-3-14-013 1975-06-3-14-004 1975-06-3-14-015 1975-06-3-14-017 (Arapahoe County)	*Inaccessible.* Currently there are no roadways or other means available for vehicular access. These parcels would require the extension of Dillon Way for accessibility prior to development.

Blight Factor: Faulty Lot Layout is present.

d. Unsanitary or Unsafe Conditions

Many factors can contribute to unsanitary or unsafe conditions including insufficient infrastructure improvements (e.g. inadequate lighting or a lack of sidewalks or other pedestrian protections), high crime, homelessness, a lack of public safety protection (e.g., undermanned or overworked police forces or a lack of readily available fire protection equipment) and unsafe physical conditions (natural or man-made).

During the field survey, Matrix observed numerous conditions at and near the Study Area that could be considered unsanitary and/or unsafe. The following



**Evidence of graffiti, homeless encampments and debris.*



**Evidence of graffiti, homeless encampments and debris.*



**Evidence of homeless encampments.*

sections discuss unsanitary/unsafe conditions observed within or near the Study Area boundary.

Homelessness: Evidence of homelessness including campfire pits, tents, a mud hut, mattresses, shopping carts, debris, and personal items were observed nestled under an overpass next to the I-225S in the southern portion of the Study Area.

Evidence of homelessness including a tent hidden in the brush was also observed along Toll Gate Creek near the northern portion of the study area.

The presence of homeless camps can lead to unsanitary and/or unsafe conditions in the area.

Light Rail Tracks: Although the RTD light rail system is a significant asset for the area, it also presents a pedestrian safety concern. The presence of the RTD light Rail system in densely developed residential areas may be a safety concern to pedestrians or children living in the area. The RTD light rail tracks run from north to south throughout the Study Area and have limited pedestrian crossings. Although the tracks are protected by grade separation, fencing, and signage in many areas, any transit- adjacent development must be carefully designed, taking into account the high voltage equipment and pedestrian safety.

Illegal Dumping: A significant amount of illegal dumping was identified along the banks of Toll Gate Creek at Dillon Way in the southern portion of the Study Area. Illegal dumping can be considered unsanitary or unsafe.

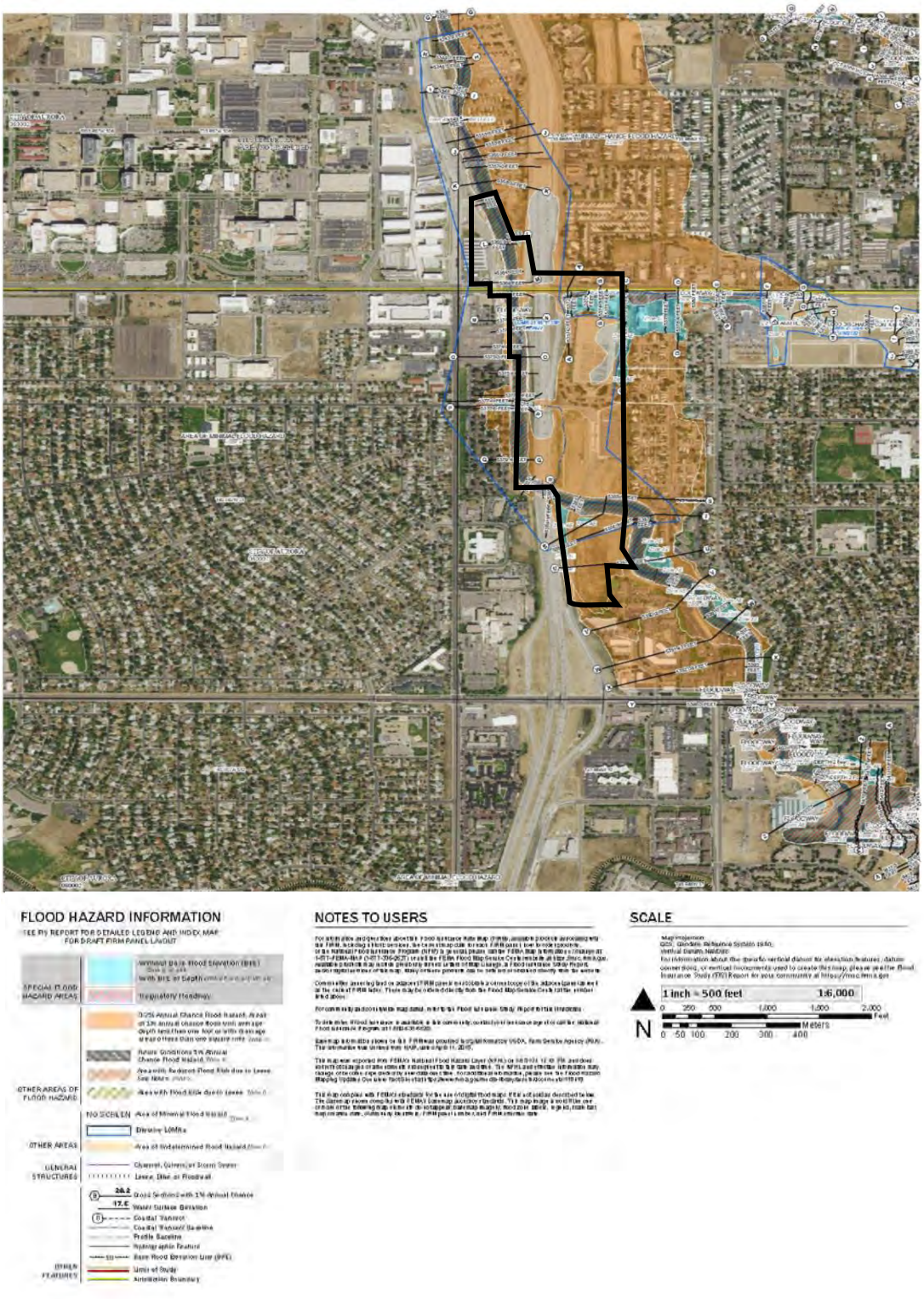


**Evidence of illegal trash dumping.*

Lack of Sidewalks: The east side of Fitzsimons Parkway does not have a sidewalk or protections for pedestrian traffic on the northern portion of the study area. Evidence of significant pedestrian traffic walking along the east side of the street was observed in the form of a well-worn path through the grass. A lack of sidewalks creates an unsafe condition for pedestrian traffic at the Study Area.

Floodplains: The presence of Toll Gate Creek and associated flood plains can be unsafe for many reasons. Flash flooding can be an imminent source of danger for pedestrians or children playing along the creek and structures located within the 100- or 500-year flood area may also be at risk. Matrix reviewed the Federal Emergency Management Agency (FEMA) floodplain database and applicable Letters of Map Revisions (LOMR)s for Toll Gate Creek at the Study Area and estimates that approximately 30% of the Study Area is located within the Regulatory floodway designated as Zone AE and more than 97% of the Study Area is designated as Zone X (Shaded) with at least a 0.2% annual chance for flood hazard. Figure 5.3 shows the FEMA Floodplain designations for the area.

Figure 5.3: FEMA Floodplain Map



***Crime*:** The Aurora police department participates in the Federal Bureau of Investigation (FBI) Uniform Crime Reporting System (UCR) database and voluntarily reports Violent Crime (murder, rape, aggravated assault, and robbery) and Property Crime (burglary, larceny, and motor vehicle theft).

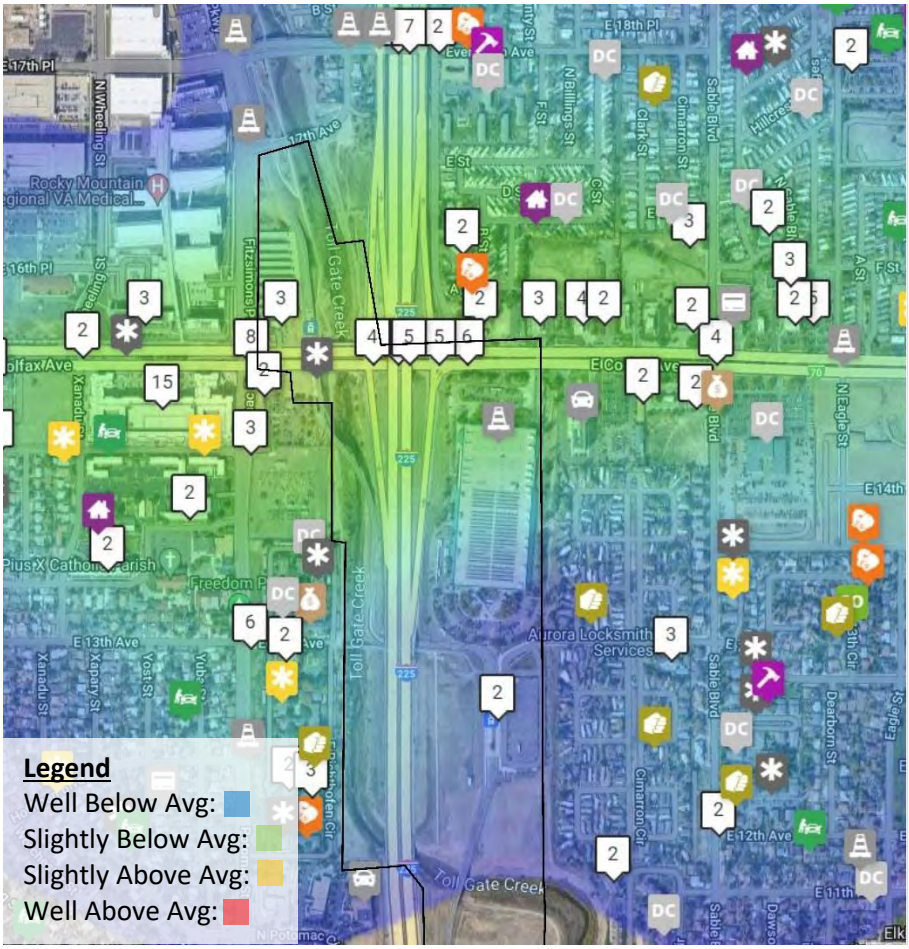
Matrix reviewed annual crime data for the Aurora area along Colfax Avenue including the Study Area. As indicated in *Figure 5.4: Crime Density Map*, the area with higher annual crime is located along the East Colfax Avenue corridor that transects the northern portion of the Study Area.



**Evidence of graffiti and tagging.*

Evidence of graffiti (tagging) and other indicators of criminal activity can also point to higher crime and unsafe conditions. During the site reconnaissance, instances of tagging were observed on the overpass, walls, on public utility boxes, and on fencing.

Figure 5.4: Crime Density Map



Blight Factor: Unsanitary or Unsafe Conditions is present.

e. Deterioration of Site or Other Improvements

Deterioration of site or other improvements refers to current land conditions, site improvements (infrastructure), or support structures (fencing, landscaping, parking, etc.) that have been damaged or neglected. Many parcels within the Study Area do not have any site improvements and contain native vegetation. Those parcels within the Study Area that do have site improvements were assessed in the field and although some instances of site deterioration of fences and asphalt were identified in localized areas, the number of properties exhibiting identifiable deterioration does not rise to the level of a condition of blight for the Study Area as a whole.

No finding of Deterioration of Site or Other Improvements has been made.

f. Unusual Topography or Inadequate Public Improvements or Utilities

As discussed in several sections above, many of the parcels in the Study Area, especially those south of Colfax Avenue, lack adequate infrastructure (streets, sidewalks, utilities, drainage improvements, etc.) necessary for development. For example, the expansion of Dillon Way in the southern portion of the Study Area would be required to access many parcels in Arapahoe County, and utility corridors to these parcels would also be required prior to development.



**Evidence of lack of accessibility.*

In addition, a significant portion of the Study Area is impacted by Toll Gate Creek and its associated floodplain. The presence of the creek presents several logistical challenges to development by limiting the amount of developable space to provide public improvements and providing accessibility barriers.

Blight Factor: Unusual Topography or Inadequate Public Improvements or Utilities is present

g. Defective or Unusual Conditions of Title Rendering the Title Non-Marketable

Conditions within the Study Area are not expected to render the Title Non-marketable.

This blight factor is not considered to be present in the Study Area.

h. Existence of Conditions that Endanger Life or Property by Fire or Other Causes

This blight factor may be present when site and/or building maintenance or use contributes to conditions that may physically expose site users to potentially dangerous conditions. The factor may also include increased threats from fire or other causes due to site conditions. Although Matrix identified an area with signs of fire activity, the extent of this area did not threaten life or property and no other conditions indicating danger to life or property by fire or other causes were identified as part of this assessment.

This blight factor is not considered to be present in the Study Area.

i. Buildings that are Unsafe or Unhealthy for Persons to Live or Work in Because of Building Code Violations, Dilapidation, Deterioration, Defective Design, Physical Construction, or Faulty or Inadequate Facilities

This blight factor is typically related to deterioration of buildings and site or other improvements (blight factors a. and e.) and is said to be present when conditions exist that could be considered dangerous to the extent that habitation and/or daily use is unsafe or unhealthy. Buildings, facilities, or other primary improvements that would potentially pose a danger to the extent required for this factor of blight were not identified during the onsite assessment.

This blight factor is not considered to present in the Study Area.

j. Environmental Contamination of Buildings or Property

Environmental conditions include the presence or likely presence of contamination in the soils, water sources, or other locations within the Study Area. Matrix contracted Environmental Risk Information Services (ERIS) to complete a database search for potential historical environmental conditions. The ERIS report identified the following areas of environmental concern:

- *Asbestos in Soil:* Prior to construction of the RTD light rail tracks, asbestos containing materials (ACM) were identified within urban infill at the current 13th Avenue RTD Station (Arapahoe County Parcel No. 1975-06-2-00-021). Hudspeth & Associates (Hudspeth) was contracted to complete an abatement of the identified Transite in August 2013. Remediation included clearance of surficial ACM in a gridded area and clearance by a CDPHE-certified asbestos building inspector (CABI). The remediation did not include removal or investigation of potential subsurface ACM, even though the report noted that some of the ACM in the area appeared to have been brought to the ground surface by burrowing prairie dogs. Matrix notes that Transite materials are considered non-friable. Furthermore, the identified area is limited to a single parcel of land at the site areas. However, ACM's may still be present below the ground surface within the Study Area boundary, thus an environmental condition is present.
- Multiple spill events within the study area boundaries were reported to Colorado Department of Public Health and Environment (CDPHE). A February 1990 gasoline spill of approximately 30 gallons was reported to CDPHE at 14100 East Colfax Avenue. In September 1994 an estimated 60 gallons of diesel was released at 14100 East Colfax Avenue. An April 2004 oil spill was also reported to the CDPHE with an unknown quantity at 14100 East Colfax Avenue.

- An Environmental Baseline Survey for Fitzsimons Army Medical Center completed in May 1996 identified a landfill (Landfill No. 4) located along Toll Gate Creek in the northern portion of the Study Area. Groundwater contamination from this landfill has historically been detected at concentrations exceeding regulatory levels. Landfill No. 4 has been remediated and has received closure from the CDPHE.
- Several leaking underground storage tank (LUST) sites were identified along the Colfax corridor upgradient to and within an eighth of a mile from the Study Area boundary. Petroleum-contaminated groundwater from these potential source areas have the potential to impact the Study Area.

Blight Factor: Environmental Contamination of Buildings or Property exists.

k.5 The existence of health, safety, or welfare factors requiring high levels of municipal services or substantial physical underutilization or vacancy of sites, buildings, or other improvements

Vacancy and underutilization are present within the Study Area. As outlined in previous sections, a majority of the Study Area consists of vacant, undeveloped parcels with no public services present.

Because of the lack of development, vacancies, and underutilization and the significant amount of infrastructure upgrades that would be required for development, especially along a major transportation corridor the study area meets the criteria for the presence of substantial physical underutilization.

Blight Factor: Substantial Underutilization or vacancy of sites, buildings, or other improvements is present.

Section 6: Conditions Assessment Summary and Conclusion

Within the entire Study Area, **six** of the eleven blight factors were identified as being present. The blight factors identified within the Study Area include:

- b. Predominance of defective or inadequate street layout
- c. Faulty lot layout in relation to size, adequacy, accessibility, or usefulness
- d. Unsanitary or unsafe conditions
- f. Unusual topography or inadequate public improvements or utilities
- j. Environmental contamination of buildings or property
- k.5. The existence of health, safety, or welfare factors requiring high levels of municipal services or substantial physical underutilization or vacancy of sites, buildings, or other improvements.

As discussed in Section 2, in order for an area to meet the definition of blight, a certain number of the eleven blight factors identified in the Colorado Urban Renewal Law must be found within the Study Area. Four of the eleven factors is the required minimum, unless eminent domain is to be used, then the required minimum is five of the eleven factors.

It is the conclusion of this Conditions Assessment that **six** blight factors identified within the Study Area exhibited significant levels of blight. Those six factors exceed the minimum required number under Colorado Urban Renewal Law to consider the Study Area a “blighted area”.

CITY OF AURORA
Council Agenda Commentary

Item Title: Eminent Domain to Acquire Real Property for the SC10 SC11 Sanitary Sewer Upgrades Project
Item Initiator: Hector Reynoso, Manager of Real Property Services, Public Works
Staff Source/Legal Source: Hector Reynoso, Manager of Real Property Services, Public Works / Michelle Gardner, Senior Assistant City Attorney
Outside Speaker: N/A
Council Goal: 2012: 3.0--Ensure excellent infrastructure that is well maintained and operated.

COUNCIL MEETING DATES:

Study Session: N/A

Regular Meeting: 3/10/2025

2nd Regular Meeting (if applicable): 3/24/2025

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)

AN ORDINANCE AUTHORIZING THE CITY OF AURORA, COLORADO, TO EXERCISE THE POWER OF EMINENT DOMAIN FOR AQUISITION OF CERTAIN PROPERTIES FOR AURORA WATER'S SC10 AND SC11 SANITARY SEWER UPGRADES PROJECT
Hector Reynoso, Manager of Real Property Services, 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 as Proposed at Study Session

☐ Approve Item and Move Forward to Regular Meeting

☒ Approve Item as Proposed at Regular Meeting

☐ Information Only

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

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: N/A

Policy Committee Date: N/A

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

☐ Recommends Approval ☐ Does Not Recommend Approval

☐ Forwarded Without Recommendation ☐ Minutes Not Available

☐ Minutes Attached

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

N/A

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

The City of Aurora ("Aurora") is advancing with construction under the Aurora Water SC10 & SC11 Sanitary Sewer Upgrades Project ("Project") as depicted on the attached map, **Exhibit A**. The purpose of the Project is to upgrade and rehabilitate existing sanitary sewer in the City and to replace aging infrastructure and increase flow capacity for future flows into the system. The Project spans both Arapahoe and Adams Counties. To safely construct these sanitary sewer upgrades, stage equipment, and access work areas, acquisition of property interests from property owners are necessary.

In 2024, the Project land acquisition plans were approved and Aurora's Real Property Services Division ("RPS") has issued the requisite Notice of Intent to Acquires ("NOIA"), made offers and initiated negotiations with all effected property owners in accordance with C.R.S. Title 38, Article 1 (Section 38- 1-101 et seq.). C.R.S. Title 38, Article 1 sets forth the uniform policy for fair and equitable treatment of property owners during the acquisition of real property interests and includes a provision of residential/business relocation assistance, if necessary. Appraisal reports have been completed by an independent state certified appraiser and are being used as the basis for the fair market value offering to the property owner(s) of the specific land interests to be acquired. Aurora has also paid for landowner's independent appraisals, in accordance with C.R.S. 38-1-121.

The Project requires the acquisition of property rights from 22 property owners in Arapahoe and Adams Counties as depicted on the attached legal descriptions in **Exhibit B.** In January 2024, Aurora initiated negotiations with all property owners to acquire parcels of land consisting of permanent easement (PE), temporary construction easement (TCE), and construction occupancy area (COA) acquisitions. There are a total of 30 parcels needed and presently Aurora has closed on 28 of the 30 parcels necessary for the Project.

The City initiated negotiations in January 2024. The construction contract allowed for 8-months of acquisitions, the contractor has mobilized as of October 07, 2024, and is actively completing work. Additionally, the contractor has notified the City of a potential "Delay of Work" claim if they are not able to start selected segments of the project alignment April 01, 2025.

To avoid incurring additional construction costs due to acquisition delays, City staff requests that Council authorize an ordinance allowing the use of eminent domain, if it becomes necessary to meet the Project's shedule. Aurora will employ Hamre, Rodriguez, Ostrander and Prescott ("HROP" Law) to file any court action against parcels No 29 and 33 specifically, such as filing petitions for immediate possession. The authorization of the use of eminent domain by ordinance and court action from Council will allow Aurora to obtain possession of the property interests needed and will ensure that property acquisitions do not delay the Project's schedule. The exercise of eminent domain is always used as a last resort when negotiations between the condemning authority and the property owner regarding valuation of the property interest to be taken have reached an impasse. Attached **Exhibit C** is an overview of the required eminent domain process.

City staff will continue using best efforts to amicably acquire the real property interests needed by further negotiating with the property owners. City staff recommends the passage of an ordinance authorizing the use of eminent domain for the acquisition of the necessary land interests to avoid delays in the Project schedule and to avoid potential damages claimed by its contractor.

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 will come from the Capital Improvement Program, Wastewater Fund.

The estimated cost for the Permanent & Temporary Easements = $70,000.00
Estimated Maximum Legal Fees = $294,000.00

Grand Total $364,000.00

Org: 52461 (Misc Sewer Repl-SS)

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 approve the ordinance authorizing the use of eminent domain, pursuant to Aurora City Code Section 12-12, in order to acquire the necessary property interests for the construction of the Aurora Water SC10-SC11 Sanitary Sewer Upgrades Project?

LEGAL COMMENTS

Council has the legal authority and power to act by ordinance to use eminent domain. (Section 10-10 of the Aurora Charter, Article XX Sections 1 and 6 of the State Constitution, C.R.S. Section 38-1-101 C.R.S., et seq., and C.R.S. Section 38-6-101, et seq.) (M. Gardner)

ORDINANCE NO. 2025-___

AN ORDINANCE AUTHORIZING THE CITY OF AURORA, COLORADO, TO EXERCISE THE POWER OF EMINENT DOMAIN FOR ACQUISITION OF CERTAIN PROPERTIES FOR AURORA WATER'S SC10 AND SC11 SANITARY SEWER UPGRADES PROJECT

WHEREAS, the City of Aurora is a Colorado municipal corporation and home rule city ("City") of the Counties of Adams, Arapahoe, and Douglas of the State of Colorado and it has the legal authority and power of eminent domain per Article XX Sections I and 6 of the State Constitution, Section 10-10 of the City's Home Rule Charter, C.R.S. 38-1-101 et seq., and C.R.S. 38-6-101 et seq.; and

WHEREAS, the City requires to upgrade and rehabilitate existing sanitary sewer in the City and replace aging infrastructure and increase flow capacity for future flows into the system in both Arapahoe and Adams Counties (the "Project") necessitating acquisition of real property; and

WHEREAS, the City has determined it is necessary to acquire certain properties identified in this Ordinance for the construction of the Project, and that acquisition of these properties serves the public purpose by providing sanitary sewer service; and

WHEREAS, the City has determined a fee simple absolute interest or easement interest in certain properties (individually and collectively referred to as the "interests") is necessary for the Project and the properties and its or their purported owners are described in Exhibit A and Exhibit B ("Properties").

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

Section 1. That the City Council hereby finds and determines that it is in the interest of the health, safety, and general welfare of the public, and serves a necessary public purpose, to acquire interests in the Properties described in Exhibit A and Exhibit B for the construction of the Project and hereby declares a public need and necessity for the same.

Section 2. The Real Property Services Division, through its staff, agents, or consultants is authorized to engage in good faith negotiations for acquisition of interests in the Properties, as a precondition to initiating proceedings in eminent domain. Eminent domain will only be used if good faith negotiations are unsuccessful. If the interests in the Properties cannot be obtained voluntarily, the City is authorized to commence condemnation proceedings to acquire the Properties and prosecute the proceedings to their conclusion.

Section 3. The City Council hereby authorizes itself to exercise the power of eminent domain for the purpose of acquiring interests in the Properties. The City is authorized to exercise the power of eminent domain pursuant to Section 10-10 of the City Charter in the manner provided by Article I of Title 38, Colorado Revised Statutes. The City is authorized to employ all necessary persons for this purpose, including special

condemnation counsel, if necessary, and appraisers, surveyors, engineers, and other experts.

Section 4. The City Council has determined there is an immediate public need and necessity to acquire the Properties in order to allow the City of Aurora to proceed with the Project. To ensure timely possession of or title to the Properties, it may be necessary for the City to obtain immediate possession of the Properties.

Section 5. That the City Council hereby authorizes the expenditure of that amount of money which is determined by an appropriate tribunal to constitute just compensation necessary for the acquisition of the interests in the Properties. The City Council hereby authorizes the City's Director of Finance to pay all awards, legal expense, court costs, and any other expenses of eminent domain lawfully found to be just compensation, as determined by a court of competent jurisdiction.

Section 6. The City or its staff, designee, agents, or representatives shall have the authority to amend the legal descriptions of and the interests sought in the Properties or to add additional properties as deemed necessary in the course of acquiring the Properties for the Project, and any such amendments shall be included in the definition of the Properties contained herein.

Section 7. That, nothing contained in this ordinance shall be construed as precluding or preventing negotiations by the City Attorney, or duly authorized representatives, from purchasing interests in the Properties at private sale, nor shall anything herein be construed as preventing the City of Aurora, upon the acquisition of said interests in the Properties, from terminating the eminent domain proceedings.

Section 8. That, pursuant to Section 5-5 of the Charter of the City of Aurora, Colorado, the second publication of this ordinance shall be by reference, utilizing the ordinance title. Copies of this ordinance are available at the office of the City Clerk.

INTRODUCED, READ, AND ORDERED PUBLISHED this _____ day of _____, 2025.

PASSED AND ORDERED PUBLISHED this ____ day of _____, 2025.

_____
MIKE COFFMAN, Mayor

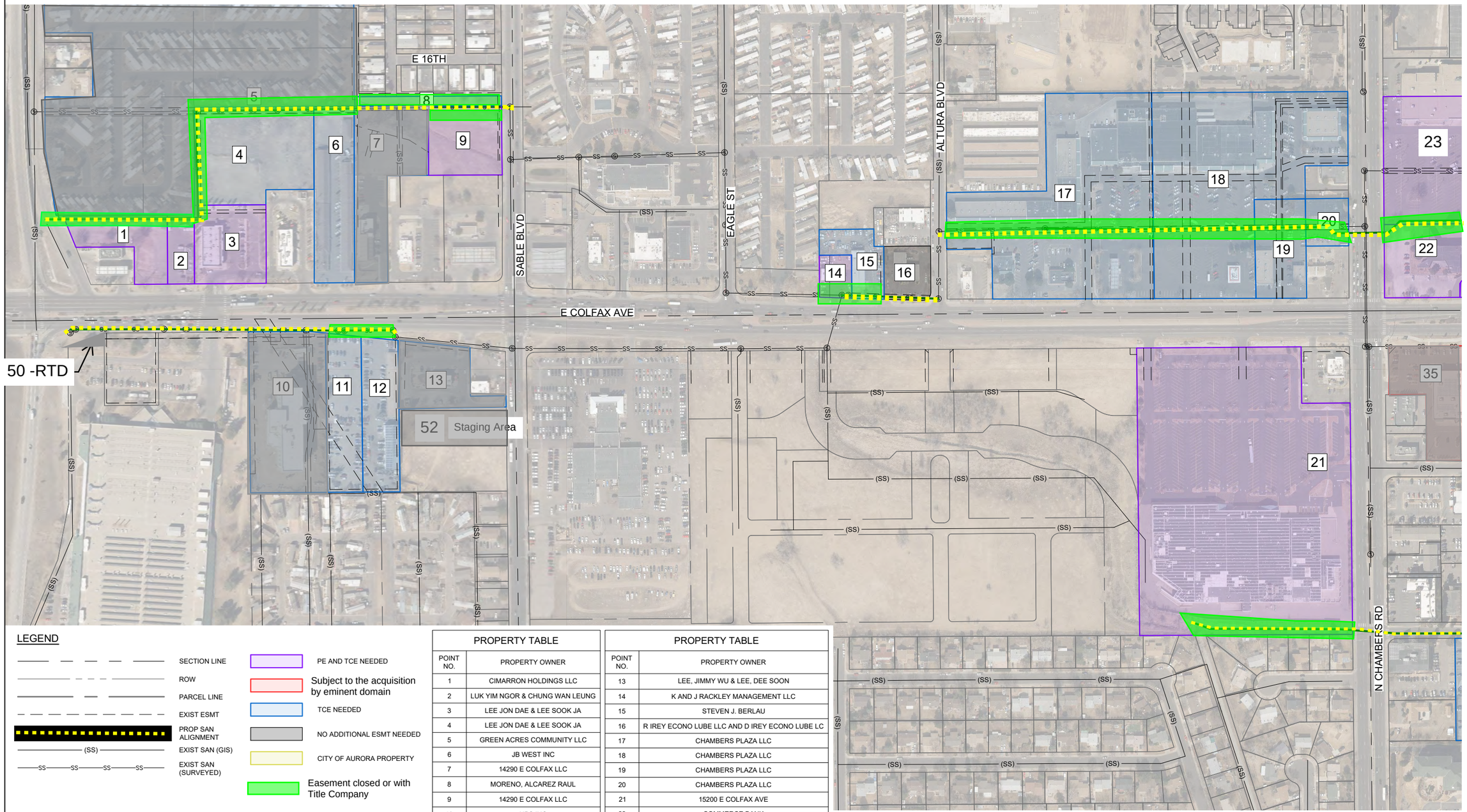
ATTEST:

_____
KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

PETER A. SCHULTE, City Attorney

RLA
Michelle Gardner
MICHELLE GARDNER, Sr. Assistant City Attorney



LEGEND

- SECTION LINE
- ROW
- PARCEL LINE
- EXIST ESMT
- PROP SAN ALIGNMENT
- (SS) EXIST SAN (GIS)
- SS SS SS SS EXIST SAN (SURVEYED)

- PE AND TCE NEEDED
- Subject to the acquisition by eminent domain
- TCE NEEDED
- NO ADDITIONAL ESMT NEEDED
- CITY OF AURORA PROPERTY
- Easement closed or with Title Company

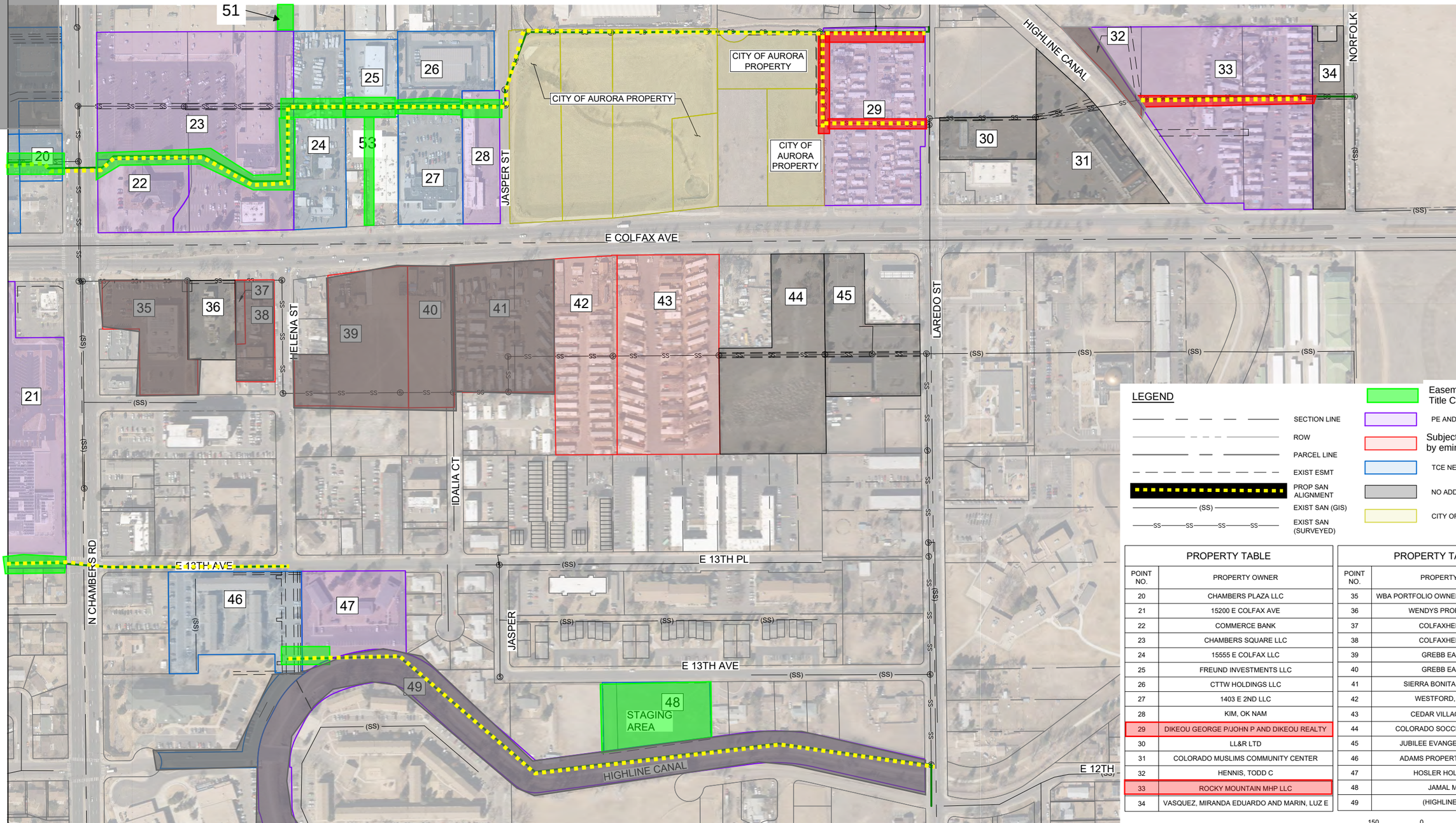
PROPERTY TABLE	
POINT NO.	PROPERTY OWNER
1	CIMARRON HOLDINGS LLC
2	LUK YIM NGOR & CHUNG WAN LEUNG
3	LEE JON DAE & LEE SOOK JA
4	LEE JON DAE & LEE SOOK JA
5	GREEN ACRES COMMUNITY LLC
6	JB WEST INC
7	14290 E COLFAX LLC
8	MORENO, ALCAREZ RAUL
9	14290 E COLFAX LLC
10	NPS INC
11	14290 E COLFAX LLC
12	14290 E COLFAX LLC

PROPERTY TABLE	
POINT NO.	PROPERTY OWNER
13	LEE, JIMMY WU & LEE, DEE SOON
14	K AND J RACKLEY MANAGEMENT LLC
15	STEVEN J. BERLAU
16	R IREY ECONO LUBE LLC AND D IREY ECONO LUBE LC
17	CHAMBERS PLAZA LLC
18	CHAMBERS PLAZA LLC
19	CHAMBERS PLAZA LLC
20	CHAMBERS PLAZA LLC
21	15200 E COLFAX AVE
22	COMMERCE BANK
35	WBA PORTFOLIO OWNER FUND V GALAXY LLC

DATE 01/23/2023

Exhibit A

FIGURE SC 10&11 EASEMENT EXHIBIT



LEGEND

- SECTION LINE
- ROW
- PARCEL LINE
- EXIST ESMT
- PROP SAN ALIGNMENT
- (SS) EXIST SAN (GIS)
- SS SS SS SS EXIST SAN (SURVEYED)

- Easement closed or with Title Company
- PE AND TCE NEEDED
- Subject to the acquisition by eminent domain
- TCE NEEDED
- NO ADDITIONAL ESMT NEEDED
- CITY OF AURORA PROPERTY

PROPERTY TABLE	
POINT NO.	PROPERTY OWNER
20	CHAMBERS PLAZA LLC
21	15200 E COLFAX AVE
22	COMMERCE BANK
23	CHAMBERS SQUARE LLC
24	15555 E COLFAX LLC
25	FREUND INVESTMENTS LLC
26	CTTW HOLDINGS LLC
27	1403 E 2ND LLC
28	KIM, OK NAM
29	DIKEOU GEORGE P/JOHN P AND DIKEOU REALTY
30	LL&R LTD
31	COLORADO MUSLIMS COMMUNITY CENTER
32	HENNIS, TODD C
33	ROCKY MOUNTAIN MHP LLC
34	VASQUEZ, MIRANDA EDUARDO AND MARIN, LUZ E

PROPERTY TABLE	
POINT NO.	PROPERTY OWNER
35	WBA PORTFOLIO OWNER FUND V GALAXY LLC
36	WENDYS PROPERTIES LLC
37	COLFAXHELENA LLC
38	COLFAXHELENA LLC
39	GREBB EAST 2 LLC
40	GREBB EAST 2 LLC
41	SIERRA BONITA ESTATES LLC
42	WESTFORD, HARVEY D
43	CEDAR VILLAGE MHC LLC
44	COLORADO SOCCER FOUNDATION
45	JUBILEE EVANGELICAL CHURCH
46	ADAMS PROPERTY GROUP LLLP
47	HOSLER HOLDINGS LLC
48	JAMAL MAALIKI
49	(HIGHLINE CANAL)

150 0 150 300
SCALE IN FEET

HDR

DATE 01/23/2023

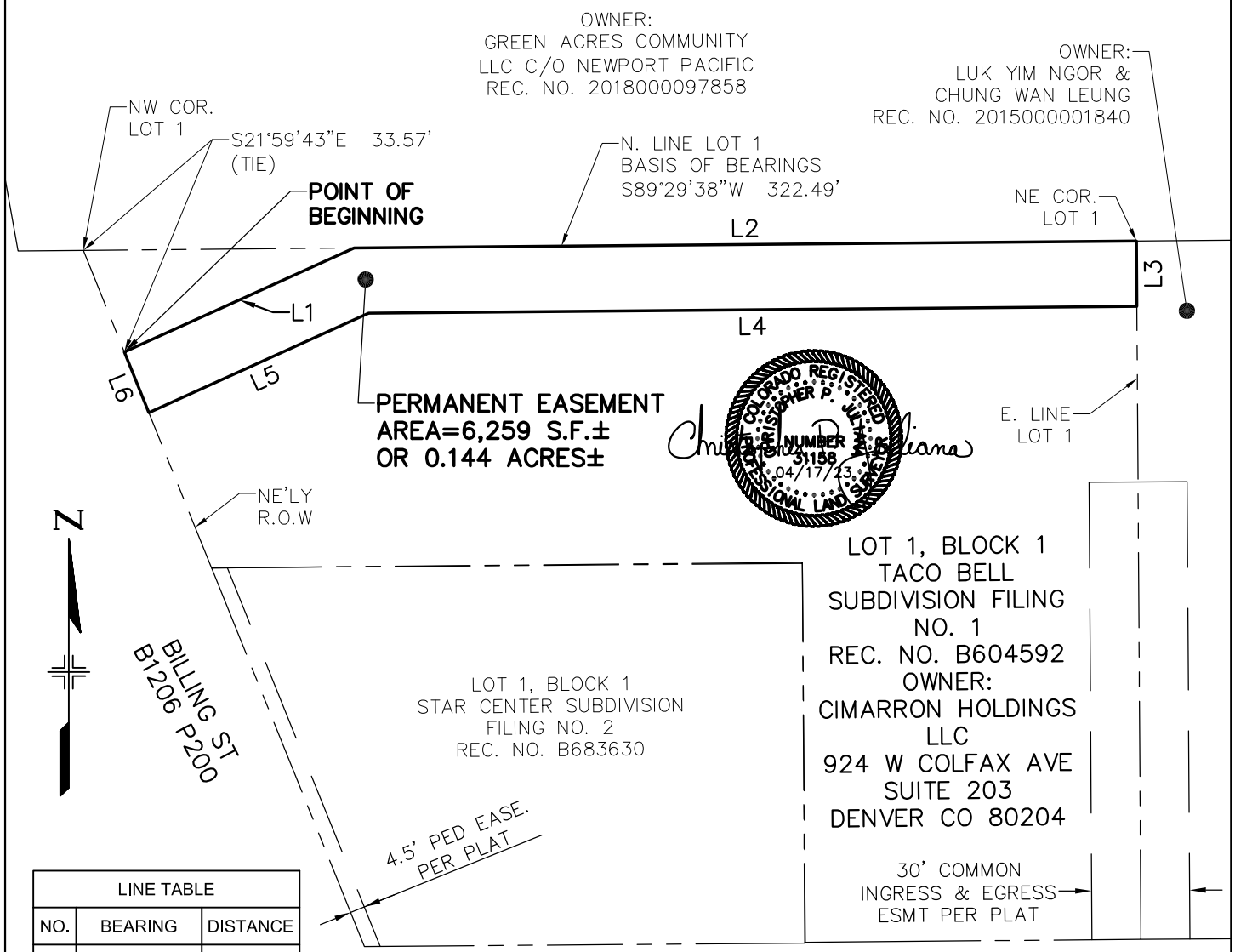
Exhibit A

FIGURE SC 10&11 EASEMENT EXHIBIT

all good RNM 4-21-23

ILLUSTRATION FOR

EXHIBIT A



LINE TABLE		
NO.	BEARING	DISTANCE
L1	N65°38'52"E	77.25'
L2	N89°29'38"E	239.54'
L3	S00°22'13"E	20.00'
L4	S89°29'38"W	235.27'
L5	S65°38'52"W	73.85'
L6	N21°59'43"W	20.02'

BEARINGS ARE BASED ON THE NORTH LINE OF LOT 1, BLOCK 1, TACO BELL SUBDIVISION, BEING S89°29'38"W.

THE ABOVE DESCRIBED PARCEL CONTAINS 6,259 SQUARE FEET (0.144 ACRES) MORE OR LESS.

This drawing does not represent a monumented survey. It is intended only to depict the attached legal description.

CITY OF AURORA, COLORADO

DRAWN BY:	SCALE:	R.O.W. FILE NUMBER
JB	1" = 50'	
CHECKED BY:	DATE:	JOB NUMBER:
JN	04-17-23	R13320

A PERMANENT EASEMENT SITUATED IN THE SW 1/4 OF SECTION 31, T3S, R66W OF THE 6th P.M., CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO

all good RNM 4-21-23

EXHIBIT "A"

LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, ALSO BEING A PORTION OF LOT 1, BLOCK 1, TACO BELL SUBDIVISION FILING NO. 1 FILED AT RECEPTION NO. B604592 IN THE ADAMS COUNTY CLERK AND RECORDER'S OFFICE, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

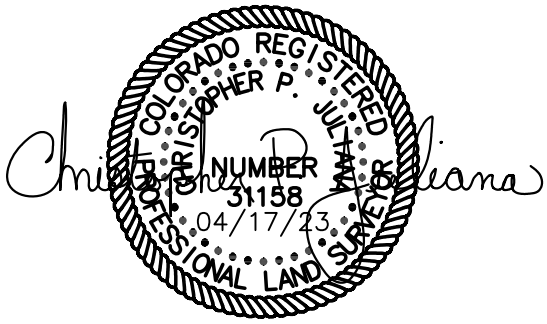
BASIS OF BEARING OF THIS DESCRIPTION IS ALONG THE NORTH LINE OF SAID LOT, ASSUMED TO BEAR S89°29'38"W A DISTANCE OF 322.49 FEET FROM THE NORTHEAST CORNER OF SAID LOT TO THE NORTHWEST CORNER OF SAID LOT;

BEGINNING AT A POINT ON THE NORTHEASTERLY RIGHT-OF-WAY OF BILLINGS STREET, SAID POINT BEARS S21°59'43"E A DISTANCE OF 33.57 FEET FROM SAID NORTHWEST CORNER;

THENCE N65°38'52"E A DISTANCE OF 77.25 FEET TO SAID NORTH LINE OF LOT 1; THENCE N89°29'38"E ALONG SAID NORTH LINE A DISTANCE OF 239.54 FEET TO SAID NORTHEAST CORNER OF LOT 1; THENCE S00°22'13"E ALONG THE EAST LINE OF SAID LOT 1 A DISTANCE OF 20.00 FEET; THENCE S89°29'38"W A DISTANCE OF 235.27 FEET; THENCE S65°38'52"W A DISTANCE OF 73.85 FEET TO SAID NORTHEASTERLY RIGHT-OF-WAY OF BILLINGS STREET; THENCE N21°59'43"W ALONG SAID NORTHEASTERLY RIGHT-OF-WAY A DISTANCE OF 20.02 FEET TO THE POINT OF BEGINNING, WHENCE SAID NORTHEAST CORNER BEARS N83°44'40"E A DISTANCE OF 311.76 FEET.

SAID PARCEL CONTAINS 6,259 SQUARE FEET OR 0.144 ACRES, MORE OR LESS.
ALL LINEAL DISTANCES ARE REPRESENTED IN U.S. SURVEY FEET.

I, THE UNDERSIGNED, A REGISTERED LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THIS EXHIBIT WAS PREPARED BY ME OR UNDER MY SUPERVISION AND IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE.



Parcel Map Check Report

Client:	**Prepared by:**
COA	Precision Survey & Mapping
HDR	

Date: 4/5/2023 9:43:02 AM

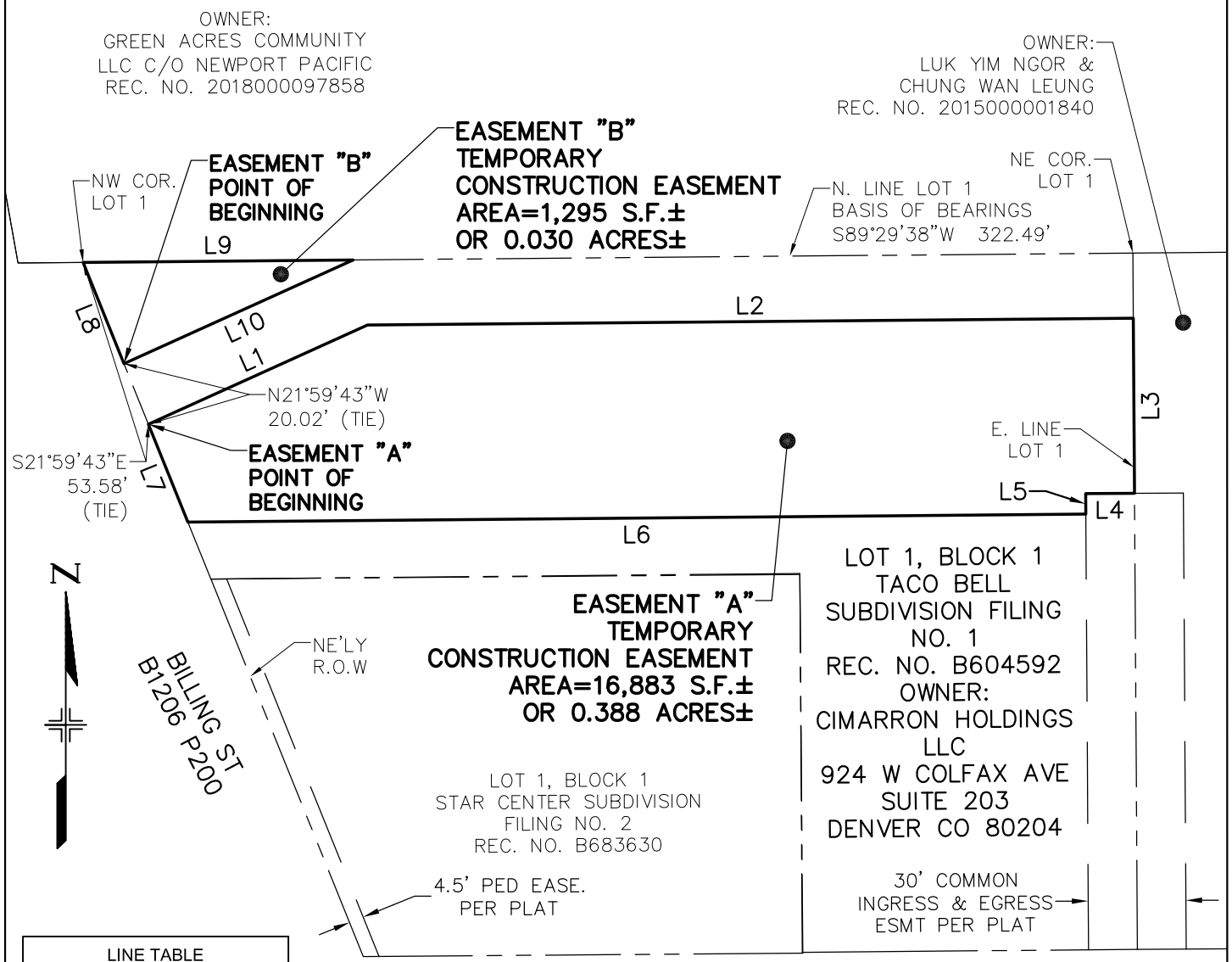
Parcel Name: TACO BELL PERM1 - PSM_Boundary : 1
Description:
Process segment order counterclockwise: False
Enable mapcheck across chord: False

North:1,695,475.389'	East:3,190,001.686'
Segment# 1: Line	
Course: N65°38'52"E	Length: 77.252'
North: 1,695,507.243'	East: 3,190,072.065'
Segment# 2: Line	
Course: N89°29'38"E	Length: 239.537'
North: 1,695,509.359'	East: 3,190,311.593'
Segment# 3: Line	
Course: S0°22'13"E	Length: 20.000'
North: 1,695,489.360'	East: 3,190,311.722'
Segment# 4: Line	
Course: S89°29'38"W	Length: 235.266'
North: 1,695,487.281'	East: 3,190,076.465'
Segment# 5: Line	
Course: S65°38'52"W	Length: 73.852'
North: 1,695,456.829'	East: 3,190,009.184'
Segment# 6: Line	
Course: N21°59'43"W	Length: 20.017'
North: 1,695,475.389'	East: 3,190,001.687'
Perimeter: 665.925'	Area: 6,259.08Sq.Ft.
Error Closure: 0.001	Course: N74°01'42"E
Error North : 0.0002	East: 0.0006

Precision 1: 665,924.000

ILLUSTRATION FOR

EXHIBIT A



LINE TABLE		
NO.	BEARING	DISTANCE
L1	N65°38'52"E	73.85'
L2	N89°29'38"E	235.27'
L3	S00°22'13"E	53.75'
L4	S89°37'47"W	15.00'
L5	S00°22'13"E	6.29'

NO.	BEARING	DISTANCE
L6	S89°29'38"W	275.80'
L7	N21°59'43"W	32.39'
L8	N21°59'43"W	33.57'
L9	N89°29'38"E	82.95'
L10	S65°38'52"W	77.25'

E COLFAX AVE
B186 P379

SW1/4 SEC. 31,
T3S, R66W, 6TH P.M.
ADAMS COUNTY

COLORADO REGISTERED
CHRISTOPHER P. JULIANO
NUMBER
31158
01/15/24
PROFESSIONAL LAND SURVEYOR

50 0 25 50

1 inch = 50 ft.

BEARINGS ARE BASED ON THE NORTH LINE OF LOT 1, BLOCK 1, TACO BELL SUBDIVISION, BEING S89°29'38"W.

THE ABOVE DESCRIBED PARCELS CONTAINS 18,178 SQUARE FEET (0.417 ACRES) MORE OR LESS.

This drawing does not represent a monumented survey. It is intended only to depict the attached legal description.

CITY OF AURORA, COLORADO

DRAWN BY:	SCALE:	R.O.W. FILE NUMBER
JB	1" = 50'	
CHECKED BY:	DATE:	JOB NUMBER:
JN	01-15-24	R13320

A TEMPORARY CONSTRUCTION EASEMENT SITUATED IN THE SW 1/4 OF SECTION 31, T3S, R66W OF THE 6th P.M., CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO

EXHIBIT "A"

LEGAL DESCRIPTION:

TWO PARCELS OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, ALSO BEING A PORTION OF LOT 1, BLOCK 1, TACO BELL SUBDIVISION FILING NO. 1, FILED AT RECEPTION NO. B604592 IN THE ADAMS COUNTY CLERK AND RECORDER'S OFFICE, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARING OF THIS DESCRIPTION IS ALONG THE NORTH LINE OF SAID LOT, ASSUMED TO BEAR S89°29'38"W A DISTANCE OF 322.49 FEET FROM THE NORTHEAST CORNER OF SAID LOT TO THE NORTHWEST CORNER OF SAID LOT;

EASEMENT "A"
BEGINNING AT A POINT ON THE NORTHEASTERLY RIGHT-OF-WAY OF BILLINGS STREET, SAID POINT BEARS S21°59'43"E A DISTANCE OF 53.58 FEET FROM SAID NORTHWEST CORNER;

THENCE N65°38'52"E A DISTANCE OF 73.85 FEET; THENCE N89°29'38"E A DISTANCE OF 235.27 FEET TO THE EAST LINE OF SAID LOT 1; THENCE S00°22'13"E ALONG SAID EAST LINE A DISTANCE OF 53.75 FEET; THENCE S89°37'47"W A DISTANCE OF 15.00 FEET ; THENCE S00°22'13"E A DISTANCE OF 6.29 FEET; THENCE S89°29'38"W A DISTANCE OF 275.80 FEET TO SAID NORTHEASTERLY RIGHT-OF-WAY OF BILLINGS STREET; THENCE N21°59'43"W ALONG SAID NORTHEASTERLY RIGHT-OF-WAY A DISTANCE OF 32.39 FEET TO THE POINT OF BEGINNING, WHENCE SAID NORTHEAST CORNER OF LOT 1 BEARS N80°08'45"E A DISTANCE OF 306.94 FEET.

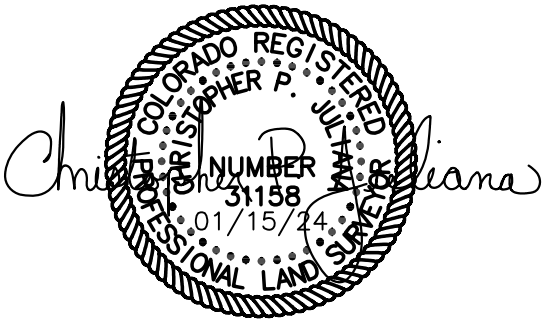
SAID PARCEL CONTAINS 16,883 SQUARE FEET OR 0.388 ACRES, MORE OR LESS.
ALL LINEAL DISTANCES ARE REPRESENTED IN U.S. SURVEY FEET.

EASEMENT "B"
BEGINNING AT A POINT ON THE NORTHEASTERLY RIGHT-OF-WAY OF BILLINGS STREET, SAID POINT BEARS N21°59'43"W A DISTANCE OF 20.02 FEET FROM SAID EASEMENT "B" POINT OF BEGINNING;

THENCE N21°59'43"W ALONG SAID NORTHEASTERLY RIGHT-OF-WAY A DISTANCE OF 33.57 FEET TO SAID NORTHWEST CORNER OF LOT 1; THENCE N89°29'38"E ALONG SAID NORTH LINE OF LOT 1 A DISTANCE OF 82.95 FEET; THENCE S65°38'52"W A DISTANCE OF 77.25 FEET TO THE POINT OF BEGINNING, WHENCE SAID NORTHEAST CORNER OF LOT 1 BEARS N83°44'40"E A DISTANCE OF 311.76 FEET.

SAID PARCEL CONTAINS 1,295 SQUARE FEET OR 0.030 ACRES, MORE OR LESS.
ALL LINEAL DISTANCES ARE REPRESENTED IN U.S. SURVEY FEET.

I, THE UNDERSIGNED, A REGISTERED LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THIS EXHIBIT WAS PREPARED BY ME OR UNDER MY SUPERVISION AND IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE.

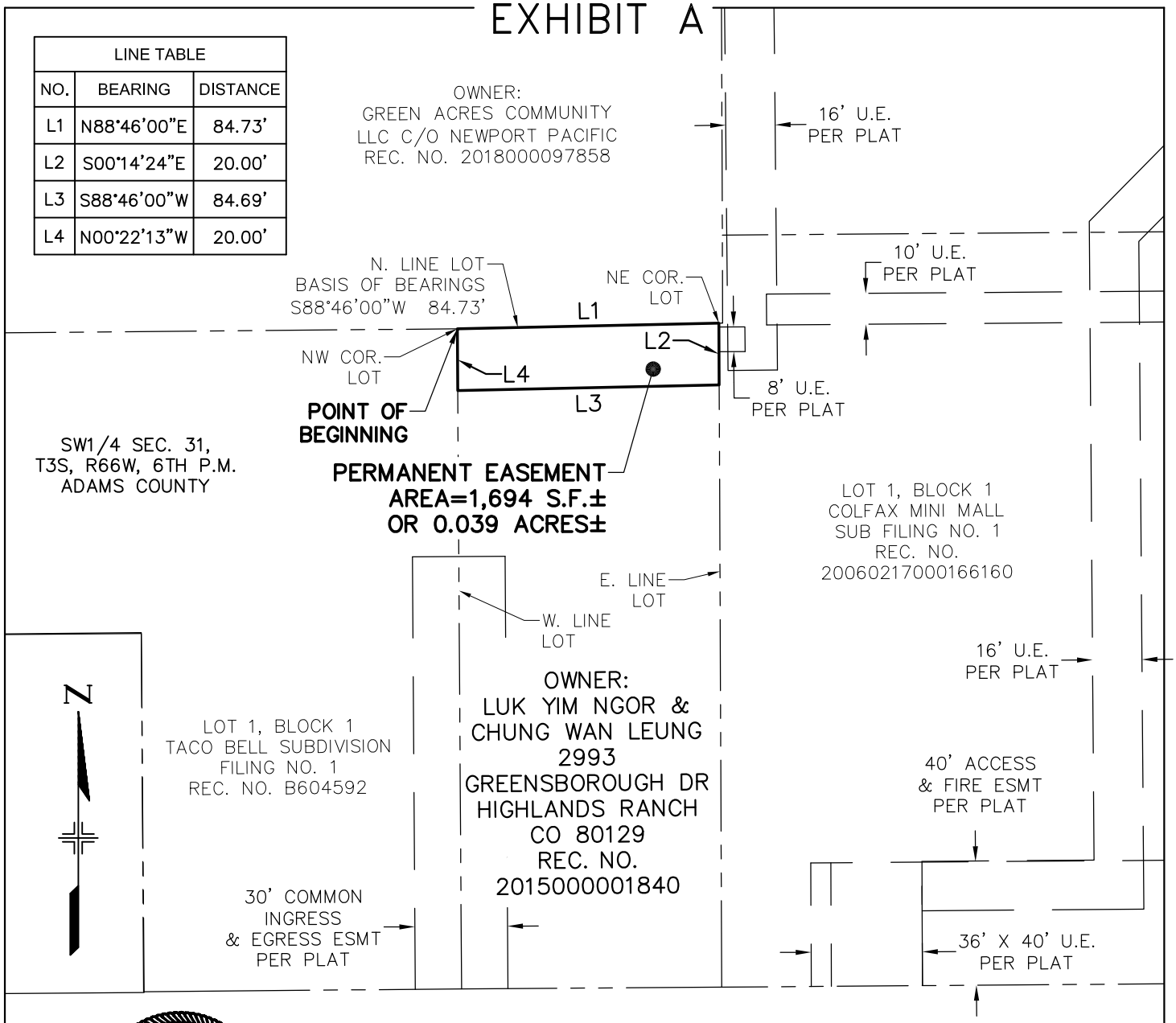


all good 4-21-23

ILLUSTRATION FOR

EXHIBIT A

LINE TABLE		
NO.	BEARING	DISTANCE
L1	N88°46'00"E	84.73'
L2	S00°14'24"E	20.00'
L3	S88°46'00"W	84.69'
L4	N00°22'13"W	20.00'



COLORADO REGISTERED
CHRISTOPHER P. LUTZ
NUMBER
31158
04/17/23
PROFESSIONAL LAND SURVEYOR

BEARINGS ARE BASED ON THE NORTH LINE OF THE LOT DESCRIBED AT REC. NO. 2015000001840, BEING S88°46'00"W

THE ABOVE DESCRIBED PARCEL CONTAINS 1,694 SQUARE FEET (0.039 ACRES) MORE OR LESS.

This drawing does not represent a monumented survey. It is intended only to depict the attached legal description.

CITY OF AURORA, COLORADO

DRAWN BY:	SCALE:	R.O.W. FILE NUMBER
JB	1" = 50'	
CHECKED BY:	DATE:	JOB NUMBER:
JN	04-17-23	R13320

A PERMANENT EASEMENT SITUATED IN THE SW 1/4 OF SECTION 31, T3S, R66W OF THE 6th P.M., CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO

all good 4-21-23

EXHIBIT "A"

LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, ALSO BEING A PORTION OF THE LOT DESCRIBED AT RECEPTION NO. 2015000001840, FILED IN THE ADAMS COUNTY CLERK AND RECORDER'S OFFICE, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

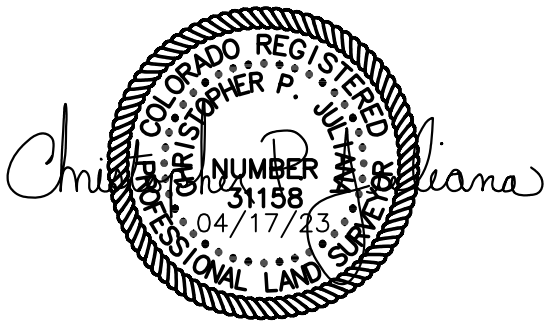
BASIS OF BEARING OF THIS DESCRIPTION IS ALONG THE NORTH LINE OF SAID LOT, ASSUMED TO BEAR S88°46'00"W A DISTANCE OF 84.73 FEET FROM THE NORTHEAST CORNER OF SAID LOT TO THE NORTHWEST CORNER OF SAID LOT;

BEGINNING AT SAID NORTHWEST CORNER;

THENCE N88°46'00"E ALONG SAID NORTH LINE A DISTANCE OF 84.73 FEET TO SAID NORTHEAST CORNER; THENCE S00°14'24"E ALONG THE EAST LINE OF SAID LOT A DISTANCE OF 20.00 FEET; THENCE S88°46'00"W A DISTANCE OF 84.69 FEET TO THE WEST LINE OF SAID LOT; THENCE N00°22'13"W ALONG SAID WEST LINE A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 1,694 SQUARE FEET OR 0.039 ACRES, MORE OR LESS.
ALL LINEAL DISTANCES ARE REPRESENTED IN U.S. SURVEY FEET.

I, THE UNDERSIGNED, A REGISTERED LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THIS EXHIBIT WAS PREPARED BY ME OR UNDER MY SUPERVISION AND IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE.



Parcel Map Check Report

Client:	**Prepared by:**
COA	Precision Survey & Mapping
HDR	

Date: 4/5/2023 9:09:52 AM

Parcel Name: Luk Chung Perm - PSM_Boundary : 1
Description:
Process segment order counterclockwise: False
Enable mapcheck across chord: False

North:1,695,509.362'	East:3,190,311.599'
Segment# 1: Line	
Course: N88°46'00"E	Length: 84.734'
North: 1,695,511.186'	East: 3,190,396.314'
Segment# 2: Line	
Course: S0°14'24"E	Length: 20.003'
North: 1,695,491.183'	East: 3,190,396.397'
Segment# 3: Line	
Course: S88°46'00"W	Length: 84.688'
North: 1,695,489.360'	East: 3,190,311.729'
Segment# 4: Line	
Course: N0°22'13"W	Length: 20.002'
North: 1,695,509.362'	East: 3,190,311.600'
Perimeter: 209.427'	Area: 1,694.22Sq.Ft.
Error Closure: 0.001	Course: S63°52'45"E
Error North : -0.0003	East: 0.0005

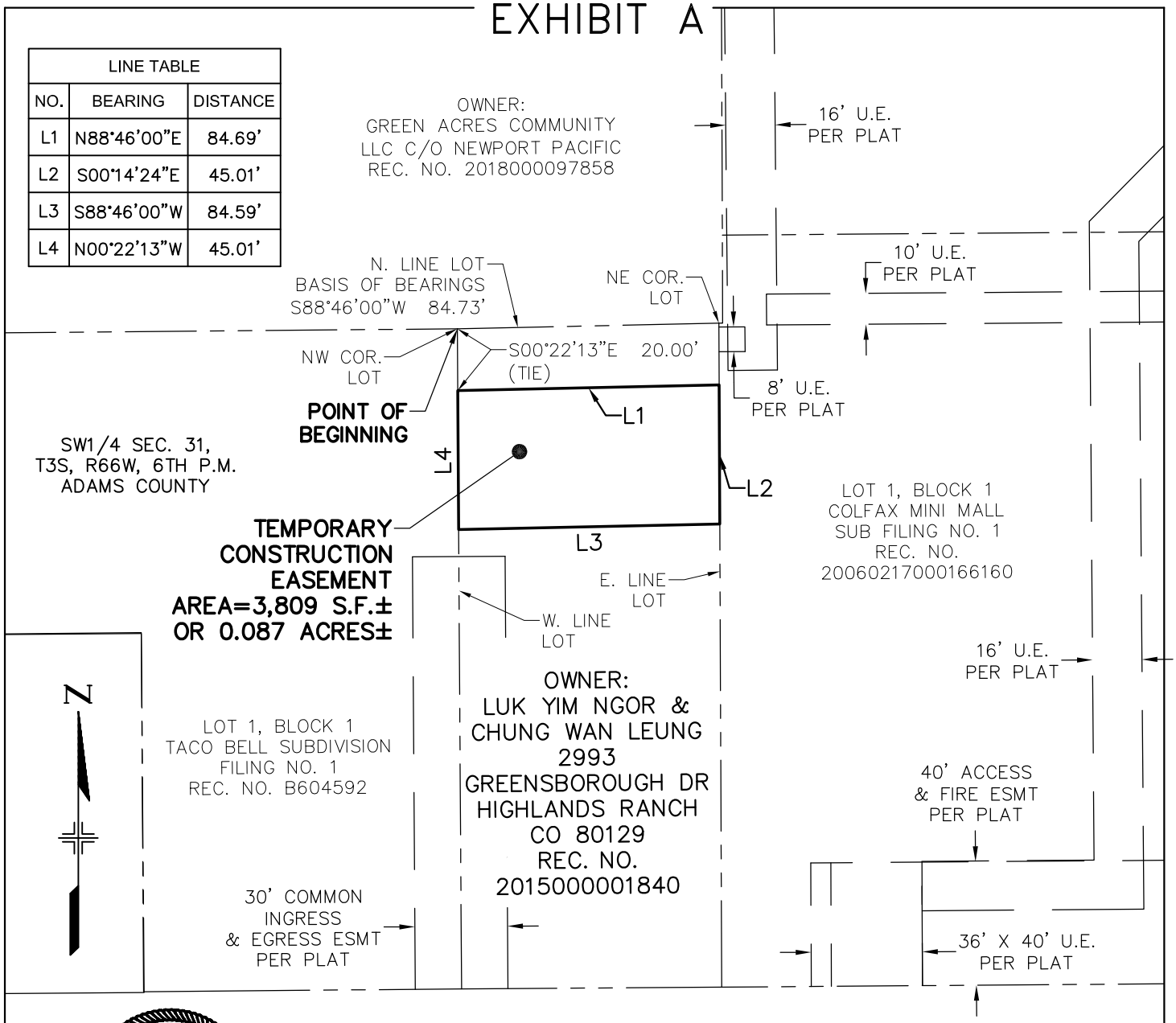
Precision 1: 209,427.000

all good 4-21-23

ILLUSTRATION FOR

EXHIBIT A

LINE TABLE		
NO.	BEARING	DISTANCE
L1	N88°46'00"E	84.69'
L2	S00°14'24"E	45.01'
L3	S88°46'00"W	84.59'
L4	N00°22'13"W	45.01'



COLORADO REGISTERED
CHRISTOPHER P. VILLELLA
NUMBER
31158
04/17/23
PROFESSIONAL LAND SURVEYOR

E COLFAX AVE
B186 P379

50 0 25 50

1 inch = 50 ft.

BEARINGS ARE BASED ON THE NORTH LINE OF THE LOT DESCRIBED AT REC. NO. 2015000001840, BEING S88°46'00"W

THE ABOVE DESCRIBED PARCEL CONTAINS 3,809 SQUARE FEET (0.087 ACRES) MORE OR LESS.

This drawing does not represent a monumented survey. It is intended only to depict the attached legal description.

CITY OF AURORA, COLORADO

DRAWN BY:	SCALE:	R.O.W. FILE NUMBER
JB	1" = 50'	
CHECKED BY:	DATE:	JOB NUMBER:
JN	04-17-23	R13320

A TEMPORARY CONSTRUCTION EASEMENT SITUATED IN THE SW 1/4 OF SECTION 31, T3S, R66W OF THE 6th P.M., CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO

all good 4-21-23

EXHIBIT "A"

LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, ALSO BEING A PORTION OF THE LOT DESCRIBED AT RECEPTION NO. 2015000001840, FILED IN THE ADAMS COUNTY CLERK AND RECORDER'S OFFICE, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

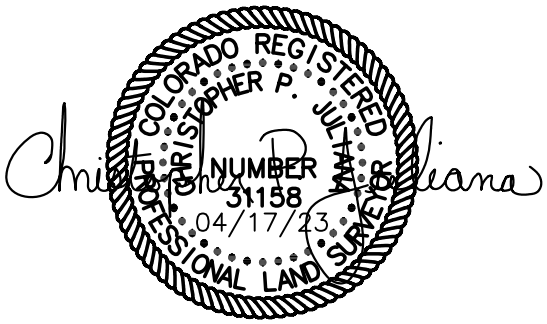
BASIS OF BEARING OF THIS DESCRIPTION IS ALONG THE NORTH LINE OF SAID LOT, ASSUMED TO BEAR S88°46'00"W A DISTANCE OF 84.73 FEET FROM THE NORTHEAST CORNER OF SAID LOT TO THE NORTHWEST CORNER OF SAID LOT;

BEGINNING AT A POINT ON THE WEST LINE OF SAID LOT, SAID POINT BEARING S00°22'13"E A DISTANCE OF 20.00 FEET FROM SAID NORTHWEST CORNER;

THENCE N89°46'00"E A DISTANCE OF 84.69 FEET TO THE EAST LINE OF SAID LOT;
THENCE S00°14'24"E ALONG THE EAST LINE OF SAID LOT A DISTANCE OF 45.01 FEET;
THENCE S88°46'00"W A DISTANCE OF 84.59 FEET TO THE WEST LINE OF SAID LOT;
THENCE N00°22'13"W ALONG SAID WEST LINE A DISTANCE OF 45.01 FEET TO THE POINT OF BEGINNING, WHENCE SAID NORTHEAST CORNER OF SAID LOT BEARS N75°31'545"E A DISTANCE OF 87.36 FEET;

SAID PARCEL CONTAINS 3,809 SQUARE FEET OR 0.087 ACRES, MORE OR LESS.
ALL LINEAL DISTANCES ARE REPRESENTED IN U.S. SURVEY FEET.

I, THE UNDERSIGNED, A REGISTERED LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THIS EXHIBIT WAS PREPARED BY ME OR UNDER MY SUPERVISION AND IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE.



Parcel Map Check Report

Client:	**Prepared by:**
COA	Precision Survey & Mapping
HDR	

Date: 4/5/2023 9:33:01 AM

Parcel Name: LUK CHUNG TEMP - PSM_Boundary : 1
Description:
Process segment order counterclockwise: False
Enable mapcheck across chord: False

North:1,695,489.360'	East:3,190,311.728'

Segment# 1: Line

Course: N88°46'00"E	Length: 84.688'
North: 1,695,491.183'	East: 3,190,396.397'

Segment# 2: Line

Course: S0°14'24"E	Length: 45.007'
North: 1,695,446.176'	East: 3,190,396.585'

Segment# 3: Line

Course: S88°46'00"W	Length: 84.586'
North: 1,695,444.356'	East: 3,190,312.019'

Segment# 4: Line

Course: N0°22'13"W	Length: 45.005'
North: 1,695,489.360'	East: 3,190,311.728'

Perimeter: 259.286'	Area: 3,808.67Sq.Ft.
Error Closure: 0.000	Course: S44°38'03"W
Error North : -0.0003	East: -0.0003

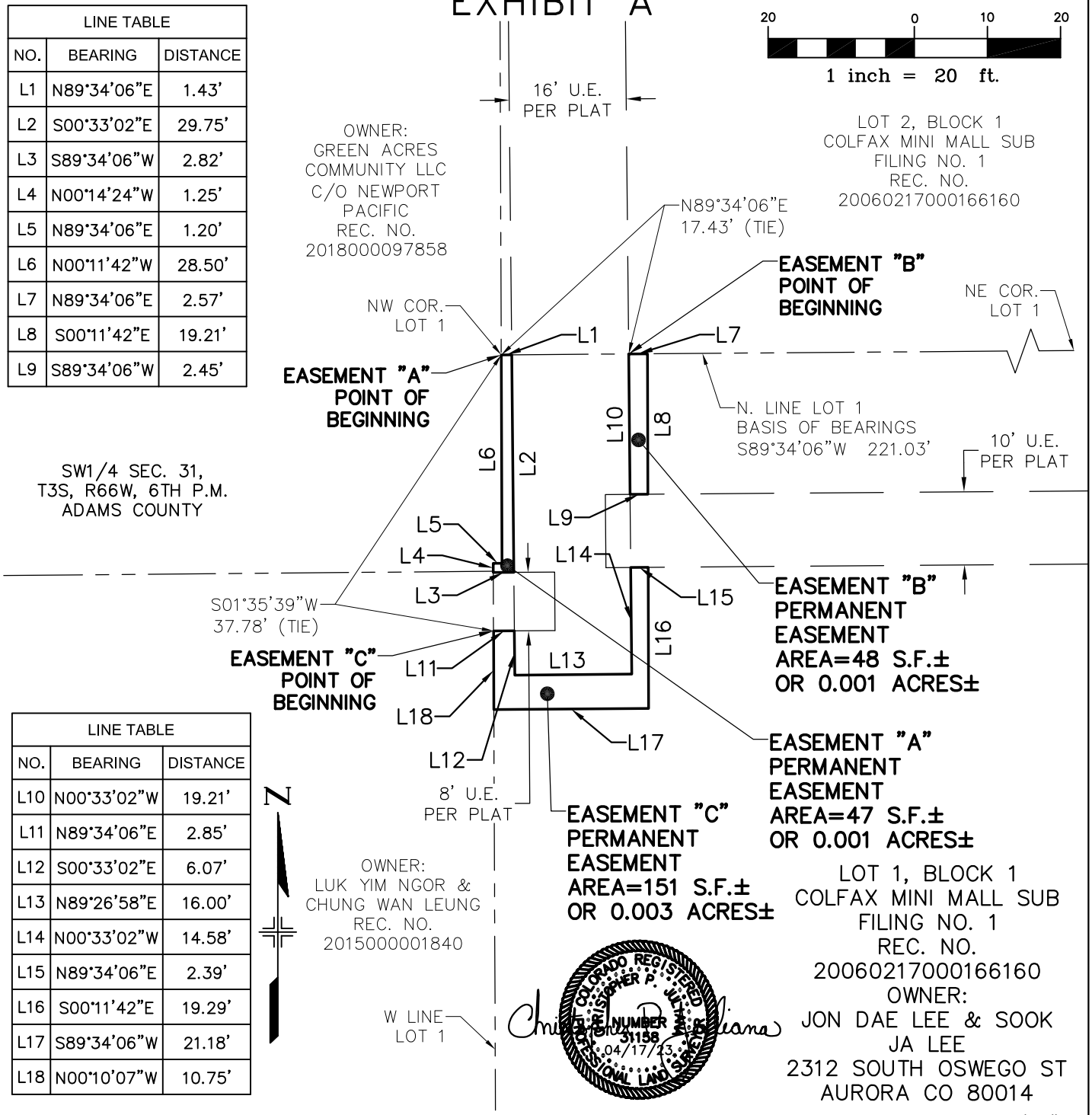
Precision 1: 259,286,000.000

all good 4-21-23

ILLUSTRATION FOR

EXHIBIT A

LINE TABLE		
NO.	BEARING	DISTANCE
L1	N89°34'06"E	1.43'
L2	S00°33'02"E	29.75'
L3	S89°34'06"W	2.82'
L4	N00°14'24"W	1.25'
L5	N89°34'06"E	1.20'
L6	N00°11'42"W	28.50'
L7	N89°34'06"E	2.57'
L8	S00°11'42"E	19.21'
L9	S89°34'06"W	2.45'



LINE TABLE		
NO.	BEARING	DISTANCE
L10	N00°33'02"W	19.21'
L11	N89°34'06"E	2.85'
L12	S00°33'02"E	6.07'
L13	N89°26'58"E	16.00'
L14	N00°33'02"W	14.58'
L15	N89°34'06"E	2.39'
L16	S00°11'42"E	19.29'
L17	S89°34'06"W	21.18'
L18	N00°10'07"W	10.75'

BEARINGS ARE BASED ON THE NORTH LINE OF LOT 1, BLOCK 1, COLFAX MINI MALL SUBDIVISION, BEING S89°34'06"W

THE ABOVE DESCRIBED PARCELS CONTAINS 246 SQUARE FEET (0.005 ACRES) MORE OR LESS.

This drawing does not represent a monumented survey. It is intended only to depict the attached legal description.

CITY OF AURORA, COLORADO

DRAWN BY:	SCALE:	R.O.W. FILE NUMBER
JB	1" = 20'	
CHECKED BY:	DATE:	JOB NUMBER:
JN	04-17-23	R13320

A PERMANENT EASEMENT SITUATED IN THE SW 1/4 OF SECTION 31, T3S, R66W OF THE 6th P.M., CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO

all good 4-21-23

EXHIBIT "A"

LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, ALSO BEING A PORTION OF LOT 1, BLOCK 1, COLFAX MINI MALL SUBDIVISION, FILING NO. 1, DESCRIBED AT RECEPTION NO. 20060217000166160, FILED IN THE ADAMS COUNTY CLERK AND RECORDER'S OFFICE, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARING OF THIS DESCRIPTION IS ALONG THE NORTH LINE OF SAID LOT 1, ASSUMED TO BEAR S89°34'06"W A DISTANCE OF 221.03 FEET FROM THE NORTHEAST CORNER OF SAID LOT 1 TO THE NORTHWEST CORNER OF SAID LOT 1;

EASEMENT "A"
BEGINNING AT SAID NORTHWEST CORNER;

THENCE N89°34'06"E ALONG SAID NORTH LINE A DISTANCE OF 1.43 FEET; THENCE S00°33'02"E A DISTANCE OF 29.75 FEET; THENCE S89°34'06"W A DISTANCE OF 2.82 FEET TO THE WEST LINE OF SAID LOT 1; THENCE ALONG SAID WEST LINE THE FOLLOWING THREE (3) COURSES: 1.) THENCE N00°14'24"W A DISTANCE OF 1.25 FEET; 2.) THENCE N89°34'06"E A DISTANCE OF 1.20 FEET; 3.) THENCE N00°11'42"W A DISTANCE OF 28.50 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 47 SQUARE FEET OR 0.001 ACRES, MORE OR LESS.
ALL LINEAL DISTANCES ARE REPRESENTED IN U.S. SURVEY FEET.

EASEMENT "B"
BEGINNING AT A POINT ON SAID NORTH LINE, SAID POINT BEARS N89°34'06"E A DISTANCE OF 17.43 FEET FROM SAID NORTHWEST CORNER;

THENCE N89°34'06"E ALONG SAID NORTH LINE A DISTANCE OF 2.57 FEET; THENCE S00°11'42"E A DISTANCE OF 19.21 FEET; THENCE S89°34'06"W A DISTANCE OF 2.45 FEET; THENCE N00°33'02"W A DISTANCE OF 19.21 FEET TO THE POINT OF BEGINNING, WHENCE SAID NORTHEAST CORNER BEARS N89°34'06"E A DISTANCE OF 203.60 FEET.

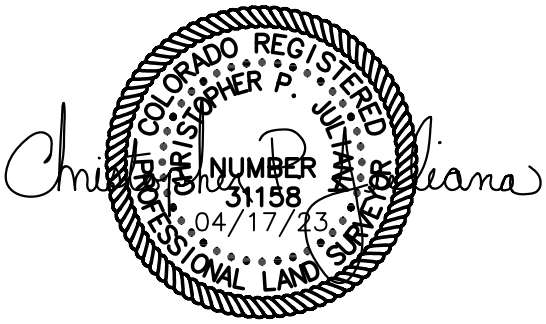
SAID PARCEL CONTAINS 48 SQUARE FEET OR 0.001 ACRES, MORE OR LESS.
ALL LINEAL DISTANCES ARE REPRESENTED IN U.S. SURVEY FEET.

EASEMENT "C"
BEGINNING AT A POINT ON SAID WEST LINE, SAID POINT BEARS S01°35'39"W A DISTANCE OF 37.78 FEET FROM SAID NORTHWEST CORNER;

THENCE N89°34'06"E A DISTANCE OF 2.85 FEET; THENCE S00°33'02"E A DISTANCE OF 6.07 FEET; THENCE N89°26'58"E A DISTANCE OF 16.00 FEET; THENCE N00°33'02"W A DISTANCE OF 14.58 FEET; THENCE N89°34'06"E A DISTANCE OF 2.39 FEET; THENCE S00°11'42"E A DISTANCE OF 19.29 FEET; THENCE S89°34'06"W A DISTANCE OF 21.18 FEET; THENCE N00°10'07"W A DISTANCE OF 10.75 FEET TO THE POINT OF BEGINNING, WHENCE SAID NORTHEAST CORNER BEARS N79°55'57"E A DISTANCE OF 225.55 FEET.

SAID PARCEL CONTAINS 151 SQUARE FEET OR 0.003 ACRES, MORE OR LESS.
ALL LINEAL DISTANCES ARE REPRESENTED IN U.S. SURVEY FEET.

I, THE UNDERSIGNED, A REGISTERED LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THIS EXHIBIT WAS PREPARED BY ME OR UNDER MY SUPERVISION AND IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE.



Parcel Map Check Report

Client:	**Prepared by:**
COA	Precision Survey & Mapping
HDR	

Date: 4/7/2023 12:47:51 PM

Parcel Name: COLFAX MINI MALL LOT 1 PERM - PSM_Boundary : 1
Description:
Process segment order counterclockwise: False
Enable mapcheck across chord: False

North:1,695,539.698'	East:3,190,397.416'
Segment# 1: Line	
Course: N89°34'06"E	Length: 1.433'
North: 1,695,539.708'	East: 3,190,398.849'
Segment# 2: Line	
Course: S0°33'02"E	Length: 29.753'
North: 1,695,509.957'	East: 3,190,399.135'
Segment# 3: Line	
Course: S89°34'06"W	Length: 2.817'
North: 1,695,509.936'	East: 3,190,396.318'
Segment# 4: Line	
Course: N0°14'24"W	Length: 1.250'
North: 1,695,511.186'	East: 3,190,396.313'
Segment# 5: Line	
Course: N89°34'06"E	Length: 1.200'
North: 1,695,511.195'	East: 3,190,397.513'
Segment# 6: Line	
Course: N0°11'42"W	Length: 28.503'
North: 1,695,539.697'	East: 3,190,397.416'
Perimeter: 64.956'	Area: 46.88Sq.Ft.
Error Closure: 0.000	Course: S61°19'36"W
Error North : -0.0002	East: -0.0003

Precision 1: 64,956,000.000

Parcel Name: COLFAX MINI MALL LOT 1 PERM - PSM_Boundary : 2
Description:
Process segment order counterclockwise: False
Enable mapcheck across chord: False

North:1,695,539.829'	East:3,190,414.849'
Segment# 1: Line	
Course: N89°34'06"E	Length: 2.567'
North: 1,695,539.848'	East: 3,190,417.416'
Segment# 2: Line	
Course: S0°11'42"E	Length: 19.210'
North: 1,695,520.638'	East: 3,190,417.481'
Segment# 3: Line	
Course: S89°34'06"W	Length: 2.448'
North: 1,695,520.620'	East: 3,190,415.033'
Segment# 4: Line	
Course: N0°33'02"W	Length: 19.210'
North: 1,695,539.829'	East: 3,190,414.849'
Perimeter: 43.435'	Area: 48.17Sq.Ft.
Error Closure: 0.000	Course: N60°07'27"W
Error North : 0.0001	East: -0.0002

Precision 1: 43,435,000.000

Parcel Name: COLFAX MINI MALL LOT 1 PERM - PSM_Boundary : 3
Description:
Process segment order counterclockwise: False
Enable mapcheck across chord: False

North:1,695,501.936'	East:3,190,396.365'
Segment# 1: Line	
Course: N89°34'06"E	Length: 2.847'
North: 1,695,501.957'	East: 3,190,399.212'
Segment# 2: Line	
Course: S0°33'02"E	Length: 6.072'
North: 1,695,495.885'	East: 3,190,399.271'
Segment# 3: Line	
Course: N89°26'58"E	Length: 16.000'
North: 1,695,496.039'	East: 3,190,415.270'

Segment# 4: Line
Course: N0°33'02"W
North: 1,695,510.620'
Length: 14.582'
East: 3,190,415.130'

Segment# 5: Line
Course: N89°34'06"E
North: 1,695,510.638'
Length: 2.386'
East: 3,190,417.516'

Segment# 6: Line
Course: S0°11'42"E
North: 1,695,491.346'
Length: 19.293'
East: 3,190,417.581'

Segment# 7: Line
Course: S89°34'06"W
North: 1,695,491.186'
Length: 21.184'
East: 3,190,396.398'

Segment# 8: Line
Course: N0°10'07"W
North: 1,695,501.936'
Length: 10.750'
East: 3,190,396.366'

Perimeter: 93.115'
Error Closure: 0.001
Error North : 0.0002
Area: 150.97Sq.Ft.
Course: N76°04'17"E
East: 0.0010

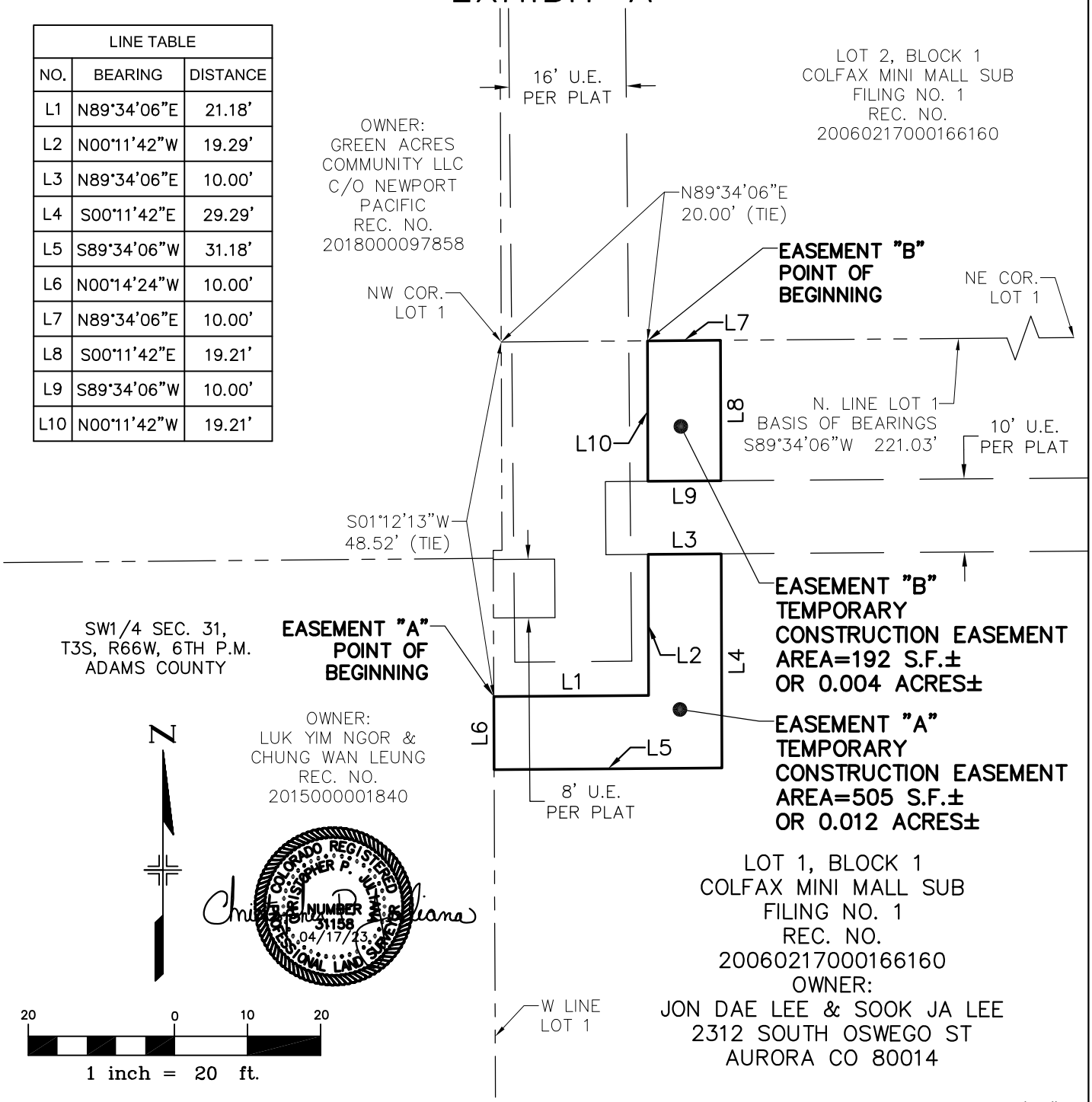
Precision 1: 93,114.000

all good 4-21-23

ILLUSTRATION FOR

EXHIBIT A

LINE TABLE		
NO.	BEARING	DISTANCE
L1	N89°34'06"E	21.18'
L2	N00°11'42"W	19.29'
L3	N89°34'06"E	10.00'
L4	S00°11'42"E	29.29'
L5	S89°34'06"W	31.18'
L6	N00°14'24"W	10.00'
L7	N89°34'06"E	10.00'
L8	S00°11'42"E	19.21'
L9	S89°34'06"W	10.00'
L10	N00°11'42"W	19.21'



BEARINGS ARE BASED ON THE NORTH LINE OF LOT 1, BLOCK 1, COLFAX MINI MALL SUBDIVISION, BEING S89°34'06"W

THE ABOVE DESCRIBED PARCELS CONTAINS 697 SQUARE FEET (0.016 ACRES) MORE OR LESS.

This drawing does not represent a monumented survey. It is intended only to depict the attached legal description.

CITY OF AURORA, COLORADO

DRAWN BY:	SCALE:	R.O.W. FILE NUMBER
JB	1" = 20'	
CHECKED BY:	DATE:	JOB NUMBER:
JN	04-17-23	R13320

A TEMPORARY CONSTRUCTION EASEMENT SITUATED IN THE SW 1/4 OF SECTION 31, T3S, R66W OF THE 6th P.M., CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO

all good 4-21-23

EXHIBIT "A"

LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, ALSO BEING A PORTION OF LOT 1, BLOCK 1, COLFAX MINI MALL SUBDIVISION, FILING NO. 1, DESCRIBED AT RECEPTION NO. 20060217000166160, FILED IN THE ADAMS COUNTY CLERK AND RECORDER'S OFFICE, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARING OF THIS DESCRIPTION IS ALONG THE NORTH LINE OF SAID LOT 1, ASSUMED TO BEAR S89°34'06"W A DISTANCE OF 221.03 FEET FROM THE NORTHEAST CORNER OF SAID LOT 1 TO THE NORTHWEST CORNER OF SAID LOT 1;

EASEMENT "A"
BEGINNING AT A POINT ON THE WEST LINE OF SAID LOT 1, SAID POINT BEARS S01°12'13"W A DISTANCE OF 48.52 FEET FROM SAID NORTHWEST CORNER;

THENCE N89°34'06"E A DISTANCE OF 21.18 FEET; THENCE N00°11'42"W A DISTANCE OF 19.29 FEET; THENCE N89°34'06"E A DISTANCE OF 10.00 FEET; THENCE S00°11'42"E A DISTANCE OF 29.29 FEET; THENCE S89°34'06"W A DISTANCE OF 31.18 FEET TO SAID WEST LINE; THENCE N00°14'24"W ALONG SAID WEST LINE A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING, WHENCE SAID NORTHEAST CORNER BEARS N77°15'58"E A DISTANCE OF 227.64 FEET.

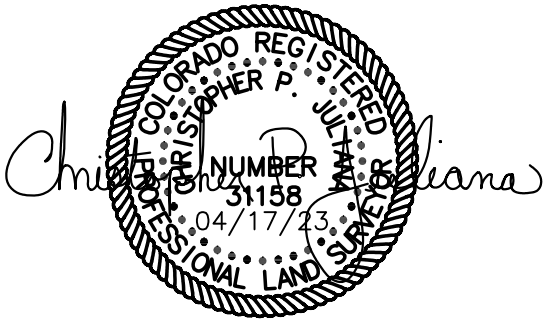
SAID PARCEL CONTAINS 505 SQUARE FEET OR 0.012 ACRES, MORE OR LESS.
ALL LINEAL DISTANCES ARE REPRESENTED IN U.S. SURVEY FEET.

EASEMENT "B"
BEGINNING AT A POINT ON SAID NORTH LINE, SAID POINT BEARS N89°34'06"E A DISTANCE OF 20.00 FEET FROM SAID NORTHWEST CORNER;

THENCE N89°34'06"E ALONG SAID NORTH LINE A DISTANCE OF 10.00 FEET; THENCE S00°11'42"E A DISTANCE OF 19.21 FEET; THENCE S89°34'06"W A DISTANCE OF 10.00 FEET; THENCE N00°11'42"W A DISTANCE OF 19.21 FEET TO THE POINT OF BEGINNING, WHENCE SAID NORTHEAST CORNER BEARS N89°34'06"E A DISTANCE OF 201.03 FEET.

SAID PARCEL CONTAINS 192 SQUARE FEET OR 0.004 ACRES, MORE OR LESS.
ALL LINEAL DISTANCES ARE REPRESENTED IN U.S. SURVEY FEET.

I, THE UNDERSIGNED, A REGISTERED LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THIS EXHIBIT WAS PREPARED BY ME OR UNDER MY SUPERVISION AND IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE.



Parcel Map Check Report

Client:	**Prepared by:**
COA	Precision Survey & Mapping
HDR	

Date: 4/7/2023 12:48:10 PM

Parcel Name: COLFAX MINI MALL LOT 1 TEMP - PSM_Boundary : 1
Description:
Process segment order counterclockwise: False
Enable mapcheck across chord: False

North:1,695,539.848'	East:3,190,417.416'
Segment# 1: Line	
Course: N89°34'06"E	Length: 10.000'
North: 1,695,539.924'	East: 3,190,427.416'
Segment# 2: Line	
Course: S0°11'42"E	Length: 19.210'
North: 1,695,520.714'	East: 3,190,427.481'
Segment# 3: Line	
Course: S89°34'06"W	Length: 10.000'
North: 1,695,520.638'	East: 3,190,417.481'
Segment# 4: Line	
Course: N0°11'42"W	Length: 19.210'
North: 1,695,539.848'	East: 3,190,417.416'
Perimeter: 58.420'	Area: 192.10Sq.Ft.
Error Closure: 0.000	Course: N0°00'00"E
Error North : 0.0000	East: 0.0000

Precision 1: 58,420,000.000

Parcel Name: COLFAX MINI MALL LOT 1 TEMP - PSM_Boundary : 2
Description:
Process segment order counterclockwise: False
Enable mapcheck across chord: False

North:1,695,491.186' East:3,190,396.397'

Segment# 1: Line
Course: N89°34'06"E Length: 21.184'
North: 1,695,491.345' East: 3,190,417.581'

Segment# 2: Line
Course: N0°11'42"W Length: 19.293'
North: 1,695,510.638' East: 3,190,417.515'

Segment# 3: Line
Course: N89°34'06"E Length: 10.000'
North: 1,695,510.713' East: 3,190,427.515'

Segment# 4: Line
Course: S0°11'42"E Length: 29.293'
North: 1,695,481.421' East: 3,190,427.614'

Segment# 5: Line
Course: S89°34'06"W Length: 31.177'
North: 1,695,481.186' East: 3,190,396.438'

Segment# 6: Line
Course: N0°14'24"W Length: 10.000'
North: 1,695,491.186' East: 3,190,396.396'

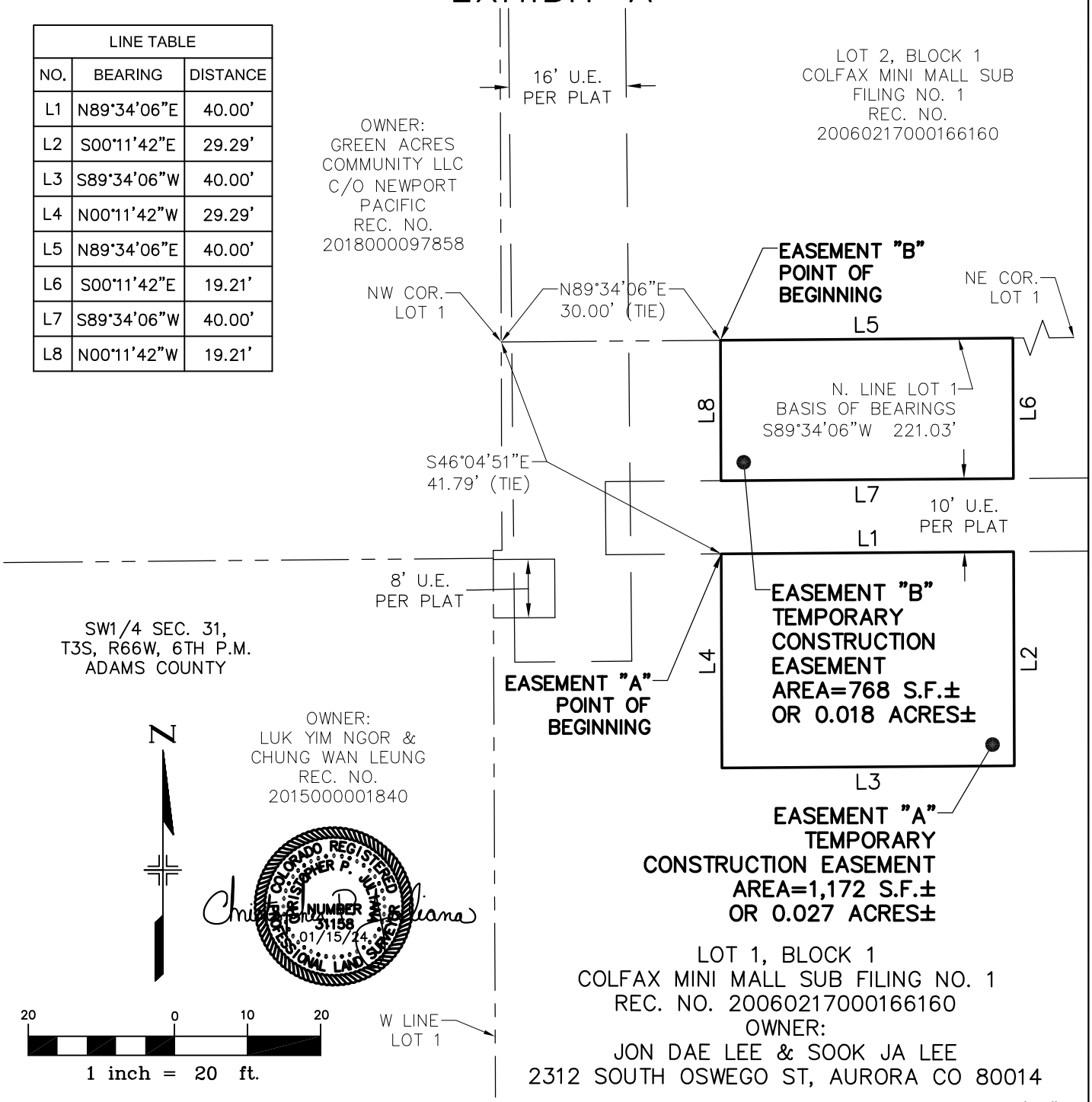
Perimeter: 120.948' Area: 504.74Sq.Ft.
Error Closure: 0.001 Course: N88°27'46"W
Error North : 0.0000 East: -0.0009

Precision 1: 120,947.000

ILLUSTRATION FOR

EXHIBIT A

LINE TABLE		
NO.	BEARING	DISTANCE
L1	N89°34'06"E	40.00'
L2	S00°11'42"E	29.29'
L3	S89°34'06"W	40.00'
L4	N00°11'42"W	29.29'
L5	N89°34'06"E	40.00'
L6	S00°11'42"E	19.21'
L7	S89°34'06"W	40.00'
L8	N00°11'42"W	19.21'



BEARINGS ARE BASED ON THE NORTH LINE OF LOT 1, BLOCK 1, COLFAX MINI MALL SUBDIVISION, BEING S89°34'06"W

THE ABOVE DESCRIBED PARCELS CONTAIN 1,940 SQUARE FEET (0.045 ACRES) MORE OR LESS.

This drawing does not represent a monumented survey. It is intended only to depict the attached legal description.

CITY OF AURORA, COLORADO

DRAWN BY:	SCALE:	R.O.W. FILE NUMBER
JB	1" = 20'	
CHECKED BY:	DATE:	JOB NUMBER:
JN	01-15-24	R13320

A TEMPORARY CONSTRUCTION EASEMENT SITUATED IN THE SW 1/4 OF SECTION 31, T3S, R66W OF THE 6th P.M., CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO

EXHIBIT "A"

LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, ALSO BEING A PORTION OF LOT 1, BLOCK 1, COLFAX MINI MALL SUBDIVISION, FILING NO. 1, DESCRIBED AT RECEPTION NO. 20060217000166160, FILED IN THE ADAMS COUNTY CLERK AND RECORDER'S OFFICE, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARING OF THIS DESCRIPTION IS ALONG THE NORTH LINE OF SAID LOT 1, ASSUMED TO BEAR S89°34'06"W A DISTANCE OF 221.03 FEET FROM THE NORTHEAST CORNER OF SAID LOT 1 TO THE NORTHWEST CORNER OF SAID LOT 1;

EASEMENT "A"
BEGINNING AT A POINT WHICH BEARS S46°04'51"E A DISTANCE OF 41.79 FEET FROM SAID NORTHWEST CORNER;

THENCE N89°34'06"E A DISTANCE OF 40.00 FEET; THENCE S00°11'42"E A DISTANCE OF 29.29 FEET; THENCE S89°34'06"W A DISTANCE OF 40.00 FEET; THENCE N00°11'42"W A DISTANCE OF 29.29 FEET TO THE POINT OF BEGINNING, WHENCE SAID NORTHEAST CORNER BEARS N80°52'49"E A DISTANCE OF 193.37 FEET.

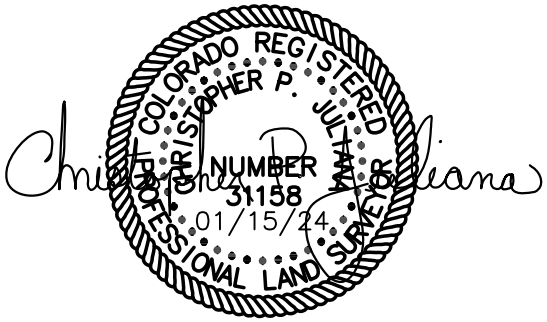
SAID PARCEL CONTAINS 1,172 SQUARE FEET OR 0.027 ACRES, MORE OR LESS.
ALL LINEAL DISTANCES ARE REPRESENTED IN U.S. SURVEY FEET.

EASEMENT "B"
BEGINNING AT A POINT ON SAID NORTH LINE, SAID POINT BEARS N89°34'06"E A DISTANCE OF 30.00 FEET FROM SAID NORTHWEST CORNER;

THENCE N89°34'06"E ALONG SAID NORTH LINE A DISTANCE OF 40.00 FEET; THENCE S00°11'42"E A DISTANCE OF 19.21 FEET; THENCE S89°34'06"W A DISTANCE OF 40.00 FEET; THENCE N00°11'42"W A DISTANCE OF 19.21 FEET TO THE POINT OF BEGINNING, WHENCE SAID NORTHEAST CORNER BEARS N89°34'06"E A DISTANCE OF 191.03 FEET.

SAID PARCEL CONTAINS 768 SQUARE FEET OR 0.018 ACRES, MORE OR LESS.
ALL LINEAL DISTANCES ARE REPRESENTED IN U.S. SURVEY FEET.

I, THE UNDERSIGNED, A REGISTERED LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THIS EXHIBIT WAS PREPARED BY ME OR UNDER MY SUPERVISION AND IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE.



Parcel Map Check Report

Client:
Client
Client Company
Address 1
Date: 2/19/2024 7:08:32 AM

Prepared by:
Preparer
Your Company Name
123 Main Street

Parcel Name: COLFAX MINI MALL A - PSM_Boundary : 1
Description:
Process segment order counterclockwise: False
Enable mapcheck across chord: False

North:1,695,481.420'	East:3,190,427.615'
Segment# 1: Line	
Course: N0°11'42"W	Length: 29.293'
North: 1,695,510.713'	East: 3,190,427.515'
Segment# 2: Line	
Course: N89°34'06"E	Length: 40.000'
North: 1,695,511.015'	East: 3,190,467.514'
Segment# 3: Line	
Course: S0°11'42"E	Length: 29.293'
North: 1,695,481.722'	East: 3,190,467.614'
Segment# 4: Line	
Course: S89°34'06"W	Length: 40.000'
North: 1,695,481.420'	East: 3,190,427.615'
Perimeter: 138.586'	Area: 1,171.72Sq.Ft.
Error Closure: 0.000	Course: N0°00'00"E
Error North : 0.0000	East: 0.0000

Precision 1: 138,586,000.000

Parcel Name: COLFAX MINI MALL B - PSM_Boundary : 1
Description:
Process segment order counterclockwise: False
Enable mapcheck across chord: False

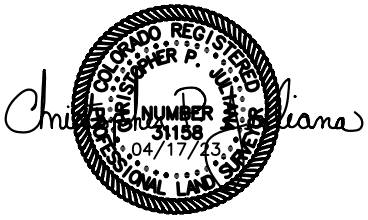
North:1,695,520.714'	East:3,190,427.481'
Segment# 1: Line	
Course: N0°11'42"W	Length: 19.210'
North: 1,695,539.924'	East: 3,190,427.416'
Segment# 2: Line	
Course: N89°34'06"E	Length: 40.000'
North: 1,695,540.225'	East: 3,190,467.415'
Segment# 3: Line	
Course: S0°11'42"E	Length: 19.210'
North: 1,695,521.015'	East: 3,190,467.480'
Segment# 4: Line	
Course: S89°34'06"W	Length: 40.000'
North: 1,695,520.714'	East: 3,190,427.481'
Perimeter: 118.420'	Area: 768.40Sq.Ft.
Error Closure: 0.000	Course: N0°00'00"E
Error North : 0.0000	East: 0.0000

Precision 1: 118,420,000.000

all good 4-21-23

ILLUSTRATION FOR

EXHIBIT A



OWNER:
GREEN ACRES COMMUNITY
LLC C/O NEWPORT PACIFIC
REC. NO. 2018000097858

70 0 35 70

1 inch = 70 ft.

NW COR. LOT 2

S38°34'53"E 25.46' (TIE)

N. LINE LOT 2 BASIS OF BEARINGS S89°38'43"W 370.61'

NE COR. LOT 2

EASEMENT "B" POINT OF BEGINNING

L4

S00°16'25"E 65.19' (TIE)

EASEMENT "A" POINT OF BEGINNING

23' FIRE, LAND ACCESS, & U.E. PER PLAT

16' U.E. PER PLAT

20' U.E. PER PLAT

20' SEWER ESMT B760 P288

40' PHILLIPS PETROLEUM COMPANY ESMT PER PLAT

16' U.E. PER PLAT

W. LINE LOT 2

L3 L1 L7 L5

EASEMENT "B" PERMANENT EASEMENT AREA=968 S.F.± OR 0.022 ACRES±

EASEMENT "A" PERMANENT EASEMENT AREA=171 S.F.± OR 0.004 ACRES±

LOT 2, BLOCK 1
COLFAX MINI MALL SUB
FILING NO. 1
REC. NO. 20060217000166160
OWNER:
JON DAE LEE & SOOK JA LEE
2312 SOUTH OSWEGO ST
AURORA CO 80014

PORTION OF LOT 3, BLOCK 7 GUTHEIL GARDENS

OWNER:
JBWEST INC
REC.NO.
2020000019288

SW1/4 SEC. 31, T3S, R66W 6TH P.M. ADAMS COUNTY

SW COR. LOT 2

S. LINE LOT 2

L2

L6

16' U.E. PER PLAT

LOT 1, BLOCK 1 COLFAX MINI MALL SUB FILING NO. 1 REC. NO. 20060217000166160

LINE TABLE		
NO.	BEARING	DISTANCE
L1	S00°33'02"E	238.22'
L2	S89°34'06"W	1.44'
L3	N00°12'17"W	238.22'
L4	N89°38'43"E	4.27'
L5	S00°12'17"E	283.39'
L6	S89°34'06"W	2.56'
L7	N00°33'02"W	283.39'

BEARINGS ARE BASED ON THE NORTH LINE OF LOT 2, BLOCK 1, COLFAX MINI MALL SUBDIVISION, BEING S89°38'43"W

THE ABOVE DESCRIBED PARCELS CONTAINS 1,139 SQUARE FEET (0.026 ACRES) MORE OR LESS.

This drawing does not represent a monumented survey. It is intended only to depict the attached legal description.

CITY OF AURORA, COLORADO

DRAWN BY:	SCALE:	R.O.W. FILE NUMBER
JB	1" = 70'	
CHECKED BY:	DATE:	JOB NUMBER:
JN	04-17-23	R13320

A PERMANENT EASEMENT SITUATED IN THE SW 1/4 OF SECTION 31, T3S, R66W OF THE 6th P.M., CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO

all good 4-21-23

EXHIBIT "A"

LEGAL DESCRIPTION:

TWO PARCELS OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, ALSO BEING A PORTION OF LOT 2, BLOCK 1, COLFAX MINI MALL SUBDIVISION, FILING NO. 1, DESCRIBED AT RECEPTION NO. 20060217000166160, FILED IN THE ADAMS COUNTY CLERK AND RECORDER'S OFFICE, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARING OF THIS DESCRIPTION IS ALONG THE NORTH LINE OF SAID LOT 2, ASSUMED TO BEAR S89°38'43"W A DISTANCE OF 370.61 FEET FROM THE NORTHEAST CORNER OF SAID LOT 2 TO THE NORTHWEST CORNER OF SAID LOT 2;

EASEMENT "A"
BEGINNING AT A POINT WHICH BEARS S00°16'25"E A DISTANCE OF 65.19 FEET FROM SAID NORTHWEST CORNER;

THENCE S00°33'02"E A DISTANCE OF 238.22 FEET TO THE SOUTH LINE OF SAID LOT 2; THENCE S89°34'06"W ALONG SAID SOUTH LINE A DISTANCE OF 1.44 FEET TO THE SOUTHWEST CORNER OF SAID LOT 2; THENCE N00°12'17"W ALONG THE WEST LINE OF SAID LOT 2 A DISTANCE OF 238.22 FEET TO THE POINT OF BEGINNING, WHENCE SAID NORTHEAST CORNER BEARS N79°40'15"E A DISTANCE OF 376.39 FEET.

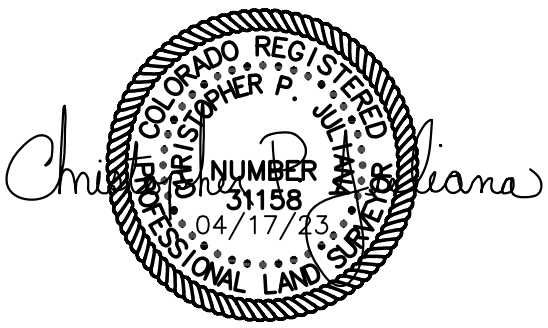
SAID PARCEL CONTAINS 171 SQUARE FEET OR 0.004 ACRES, MORE OR LESS.
ALL LINEAL DISTANCES ARE REPRESENTED IN U.S. SURVEY FEET.

EASEMENT "B"
BEGINNING AT A POINT WHICH BEARS S38°34'53"W A DISTANCE OF 25.46 FEET FROM SAID NORTHWEST CORNER;

THENCE N89°38'43"E A DISTANCE OF 4.27 FEET; THENCE S00°12'17"E A DISTANCE OF 283.39 FEET TO THE SOUTH LINE OF SAID LOT 2; THENCE S89°34'06"W ALONG SAID SOUTH LINE A DISTANCE OF 2.56 FEET; THENCE N00°33'02"W A DISTANCE OF 283.39 FEET TO THE POINT OF BEGINNING, WHENCE SAID NORTHEAST CORNER BEARS N86°25'10"E A DISTANCE OF 355.42 FEET.

SAID PARCEL CONTAINS 968 SQUARE FEET OR 0.022 ACRES, MORE OR LESS.
ALL LINEAL DISTANCES ARE REPRESENTED IN U.S. SURVEY FEET.

I, THE UNDERSIGNED, A REGISTERED LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THIS EXHIBIT WAS PREPARED BY ME OR UNDER MY SUPERVISION AND IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE.



Parcel Map Check Report

Client:
COA
HDR

Prepared by:
Precision Survey & Mapping

Date: 4/11/2023 3:00:50 PM

Parcel Name: COLFAX MINI MALL LOT 2 PERM A - PSM_Boundary : 1
Description:
Process segment order counterclockwise: False
Enable mapcheck across chord: False

North:1,695,777.919'	East:3,190,396.560'
Segment# 1: Line	
Course: S0°33'02"E	Length: 238.221'
North: 1,695,539.709'	East: 3,190,398.849'
Segment# 2: Line	
Course: S89°34'06"W	Length: 1.438'
North: 1,695,539.698'	East: 3,190,397.412'
Segment# 3: Line	
Course: N0°12'17"W	Length: 238.223'
North: 1,695,777.919'	East: 3,190,396.560'
Perimeter: 477.882'	Area: 171.27Sq.Ft.
Error Closure: 0.001	Course: N10°05'00"W
Error North : 0.0006	East: -0.0001

Precision 1: 477,882.000

Parcel Name: COLFAX MINI MALL LOT 2 PERM B - PSM_Boundary : 1
Description:
Process segment order counterclockwise: False
Enable mapcheck across chord: False

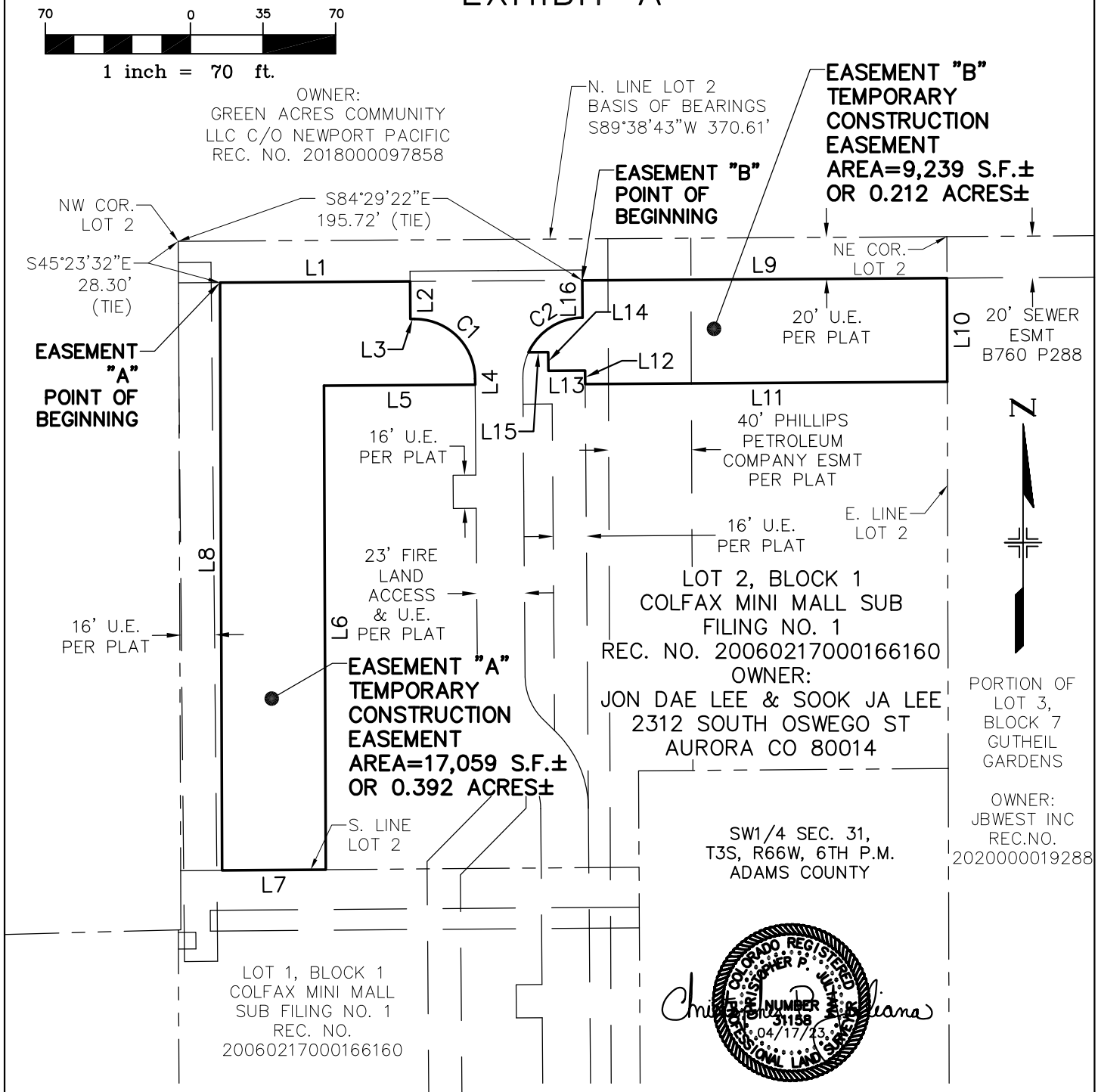
North:1,695,823.210'	East:3,190,412.126'
Segment# 1: Line	
Course: N89°38'43"E	Length: 4.273'
North: 1,695,823.236'	East: 3,190,416.399'
Segment# 2: Line	
Course: S0°12'17"E	Length: 283.390'
North: 1,695,539.848'	East: 3,190,417.411'
Segment# 3: Line	
Course: S89°34'06"W	Length: 2.562'
North: 1,695,539.829'	East: 3,190,414.850'
Segment# 4: Line	
Course: N0°33'02"W	Length: 283.394'
North: 1,695,823.210'	East: 3,190,412.126'
Perimeter: 573.619'	Area: 968.49Sq.Ft.
Error Closure: 0.000	Course: S75°27'31"E
Error North : -0.0001	East: 0.0005

Precision 1: 573,619,000.000

all good 4-21-23

ILLUSTRATION FOR

EXHIBIT A



BEARINGS ARE BASED ON THE NORTH LINE OF LOT 2, BLOCK 1, COLFAX MINI MALL SUBDIVISION, BEING S89°38'43"W

THE ABOVE DESCRIBED PARCELS CONTAINS 26,298 SQUARE FEET (0.604 ACRES) MORE OR LESS.

This drawing does not represent a monumented survey. It is intended only to depict the attached legal description.

CITY OF AURORA, COLORADO

DRAWN BY:	SCALE:	R.O.W. FILE NUMBER
JB	1" = 70'	
CHECKED BY:	DATE:	JOB NUMBER:
JN	04-17-23	R13320

A TEMPORARY CONSTRUCTION EASEMENT SITUATED IN THE SW 1/4 OF SECTION 31, T3S, R66W OF THE 6th P.M., CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO

LINE & CURVE TABLES FOR

EXHIBIT A

all good 4-21-23

LINE TABLE		
NO.	BEARING	DISTANCE
L1	N89°38'43"E	91.67'
L2	S00°25'54"E	18.10'
L3	N89°34'06"E	2.00'
L4	S00°25'54"E	2.94'
L5	S89°38'43"W	72.92'
L6	S00°13'14"E	233.32'
L7	S89°34'06"W	50.01'
L8	N00°12'17"W	283.39'
L9	N89°38'43"E	175.85'
L10	S00°09'21"E	50.00'
L11	S89°38'43"W	174.57'
L12	N00°25'54"W	6.51'
L13	S89°34'06"W	17.71'
L14	N00°25'54"W	9.00'
L15	S89°34'06"W	9.50'
L16	N00°25'54"W	17.99'

CURVE TABLE					
NO.	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	45.55'	29.00'	90°00'00"	S45°25'54"E	41.01'
C2	32.63'	29.00'	64°28'00"	N57°20'06"E	30.94'

COLORADO REGISTERED
CHRISTOPHER P. JULIANA
P.E. NUMBER 31158
04/17/23
PROFESSIONAL LAND SURVEYOR

CITY OF AURORA, COLORADO

DRAWN BY:	SCALE:	R.O.W. FILE NUMBER
JB	1" = 70'	
CHECKED BY:	DATE:	JOB NUMBER:
JN	04-17-23	R13320

A TEMPORARY CONSTRUCTION EASEMENT SITUATED IN THE SW 1/4 OF SECTION 31, T3S, R66W OF THE 6th P.M., CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO

all good 4-21-23

EXHIBIT "A"

LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, ALSO BEING A PORTION OF LOT 2, BLOCK 1, COLFAX MINI MALL SUBDIVISION, FILING NO. 1, DESCRIBED AT RECEPTION NO. 20060217000166160, FILED IN THE ADAMS COUNTY CLERK AND RECORDER'S OFFICE, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARING OF THIS DESCRIPTION IS ALONG THE NORTH LINE OF SAID LOT 2, ASSUMED TO BEAR S89°38'43"W A DISTANCE OF 370.61 FEET FROM THE NORTHEAST CORNER OF SAID LOT 2 TO THE NORTHWEST CORNER OF SAID LOT 2;

EASEMENT "A"
BEGINNING AT A POINT WHICH BEARS S45°23'32"E A DISTANCE OF 28.30 FEET FROM SAID NORTHWEST CORNER;

THENCE N89°38'43"E A DISTANCE OF 91.67 FEET; THENCE S00°25'54"E A DISTANCE OF 18.10 FEET; THENCE N89°34'06"E A DISTANCE OF 2.00 FEET; THENCE ALONG A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 29.00 FEET, DELTA ANGLE 90°00'00", ARC LENGTH 45.55 FEET, AND A CHORD WHICH BEARS S45°25'54"E A DISTANCE OF 41.01 FEET; THENCE S00°25'54"E A DISTANCE OF 2.94 FEET; THENCE S89°38'43"W A DISTANCE OF 72.92 FEET; THENCE S00°13'14"E A DISTANCE OF 233.32 FEET TO THE SOUTH LINE OF SAID LOT 2; THENCE S89°34'06"W ALONG SAID SOUTH LINE A DISTANCE OF 50.01 FEET; THENCE N00°12'17"W A DISTANCE OF 283.39 FEET TO THE POINT OF BEGINNING, WHENCE SAID NORTHEAST CORNER OF LOT 2 BEARS N86°22'49"E A DISTANCE OF 351.15 FEET.

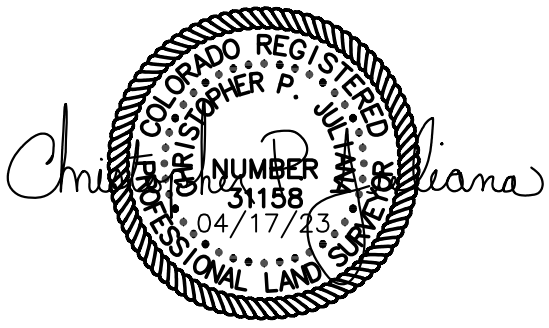
SAID PARCEL CONTAINS 17,059 SQUARE FEET OR 0.392 ACRES, MORE OR LESS.
ALL LINEAL DISTANCES ARE REPRESENTED IN U.S. SURVEY FEET.

EASEMENT "B"
BEGINNING AT A POINT WHICH BEARS S84°29'22"E A DISTANCE OF 195.72 FEET FROM SAID NORTHWEST CORNER;

THENCE N89°38'43"E A DISTANCE OF 175.85 FEET TO THE EAST LINE OF SAID LOT 2; THENCE S00°09'21"E ALONG SAID EAST LINE A DISTANCE OF 50.00 FEET; THENCE S89°38'43"W A DISTANCE OF 174.57 FEET; THENCE N00°25'54"W A DISTANCE OF 6.51 FEET; THENCE S89°34'06"W A DISTANCE OF 17.71 FEET; THENCE N00°25'54"W A DISTANCE OF 9.00 FEET; THENCE S89°34'06"W A DISTANCE OF 9.50 FEET; THENCE ALONG A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 29.00 FEET, DELTA ANGLE 64°28'00", ARC LENGTH 32.63 FEET, AND A CHORD WHICH BEARS N57°20'06"E A DISTANCE OF 30.94 FEET; THENCE N00°25'54"W A DISTANCE OF 17.99 FEET TO THE POINT OF BEGINNING, WHENCE SAID NORTHEAST CORNER OF LOT 2 BEARS N83°09'33"E A DISTANCE OF 177.05 FEET.

SAID PARCEL CONTAINS 9,239 SQUARE FEET OR 0.212 ACRES, MORE OR LESS.
ALL LINEAL DISTANCES ARE REPRESENTED IN U.S. SURVEY FEET.

I, THE UNDERSIGNED, A REGISTERED LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THIS EXHIBIT WAS PREPARED BY ME OR UNDER MY SUPERVISION AND IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE.



Parcel Map Check Report

Client:
COA
HDR

Prepared by:
Precision Survey & Mapping

Date: 4/11/2023 3:01:01 PM

Parcel Name: COLFAX MINI MALL LOT 2 TEMP A - PSM_Boundary : 1
Description:
Process segment order counterclockwise: False
Enable mapcheck across chord: False

North:1,695,823.236' East:3,190,416.399'

Segment# 1: Line
Course: N89°38'43"E Length: 91.666'
North: 1,695,823.804' East: 3,190,508.063'

Segment# 2: Line
Course: S0°25'54"E Length: 18.101'
North: 1,695,805.703' East: 3,190,508.199'

Segment# 3: Line
Course: N89°34'06"E Length: 2.000'
North: 1,695,805.718' East: 3,190,510.199'

Segment# 4: Curve
Length: 45.553' Radius: 29.000'
Delta: 90°00'00" Tangent: 29.000'
Chord: 41.012' Course: S45°25'54"E
Course In: S0°25'54"E Course Out: N89°34'06"E
RP North: 1,695,776.719' East: 3,190,510.418'
End North: 1,695,776.938' East: 3,190,539.417'

Segment# 5: Line
Course: S0°25'54"E Length: 2.941'
North: 1,695,773.997' East: 3,190,539.439'

Segment# 6: Line
Course: S89°38'43"W Length: 72.924'
North: 1,695,773.545' East: 3,190,466.516'

Segment# 7: Line
Course: S0°13'14"E Length: 233.322'
North: 1,695,540.225' East: 3,190,467.415'

Segment# 8: Line
Course: S89°34'06"W Length: 50.005'
North: 1,695,539.848' East: 3,190,417.411'

Segment# 9: Line
Course: N0°12'17"W Length: 283.390'
North: 1,695,823.237' East: 3,190,416.398'

Perimeter: 799.903' Area: 17,058.76Sq.Ft.
Error Closure: 0.000 Course: N50°02'18"W
Error North : 0.0002 East: -0.0002

Precision 1: 799,902,000.000

Parcel Name: COLFAX MINI MALL LOT 2 TEMP B - PSM_Boundary : 1
Description:
Process segment order counterclockwise: False
Enable mapcheck across chord: False

North:1,695,824.318' East:3,190,591.062'

Segment# 1: Line
Course: N89°38'43"E Length: 175.848'
North: 1,695,825.406' East: 3,190,766.907'

Segment# 2: Line
Course: S0°09'21"E Length: 50.000'
North: 1,695,775.406' East: 3,190,767.043'

Segment# 3: Line
Course: S89°38'43"W Length: 174.567'
North: 1,695,774.326' East: 3,190,592.479'

Segment# 4: Line
Course: N0°25'54"W Length: 6.512'
North: 1,695,780.838' East: 3,190,592.430'

Segment# 5: Line
Course: S89°34'06"W Length: 17.710'
North: 1,695,780.704' East: 3,190,574.720'

Segment# 6: Line
Course: N0°25'54"W Length: 9.000'
North: 1,695,789.704' East: 3,190,574.652'

Segment# 7: Line
Course: S89°34'06"W Length: 9.498'
North: 1,695,789.632' East: 3,190,565.155'

Segment# 8: Curve
Length: 32.630' Radius: 29.000'
Delta: 64°28'00" Tangent: 18.286'
Chord: 30.935' Course: N57°20'06"E
Course In: S64°53'54"E Course Out: N0°25'54"W
RP North: 1,695,777.330' East: 3,190,591.416'
End North: 1,695,806.329' East: 3,190,591.197'

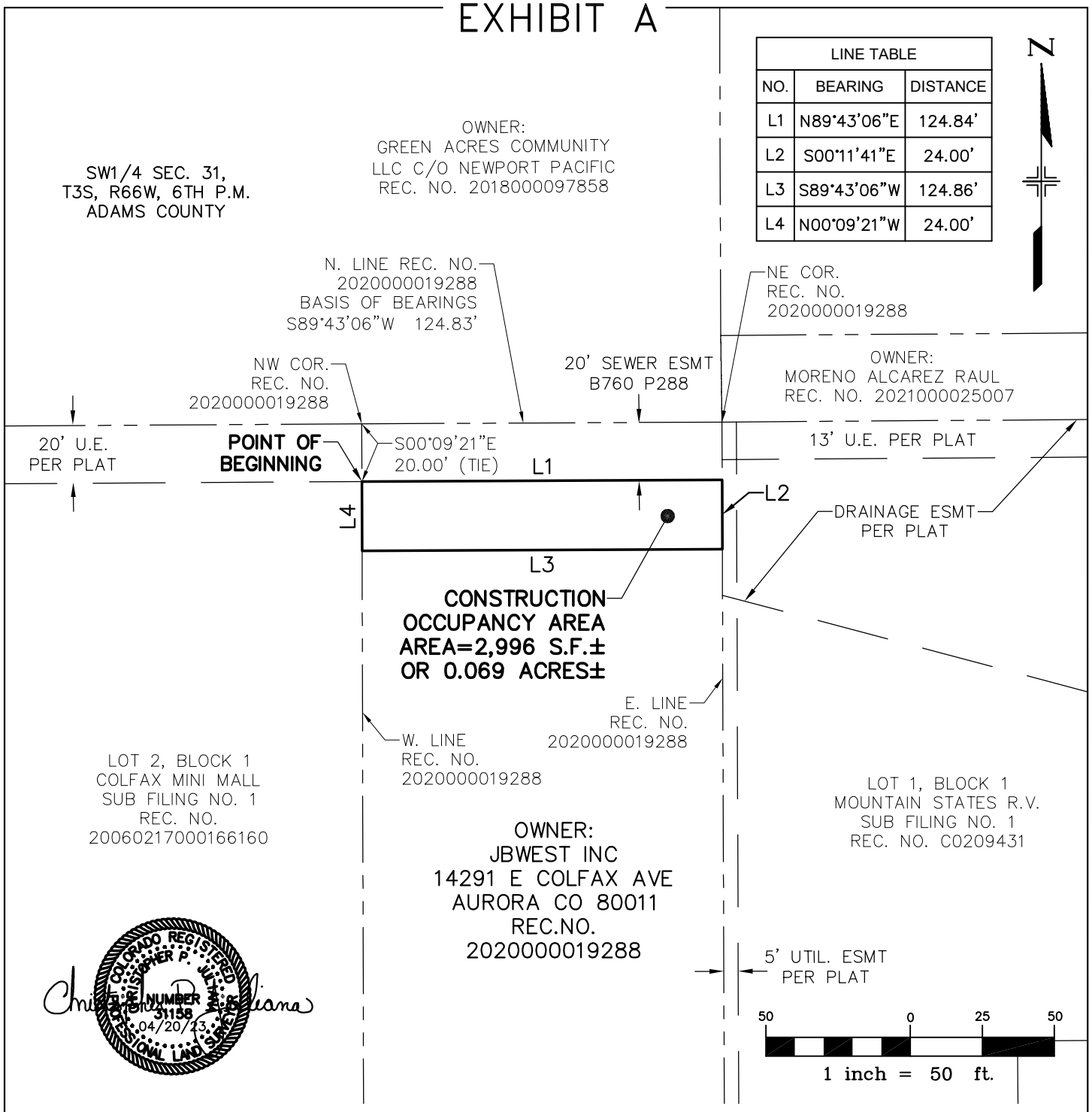
Segment# 9: Line
Course: N0°25'54"W Length: 17.989'
North: 1,695,824.317' East: 3,190,591.062'

Perimeter: 493.754' Area: 9,239.21Sq.Ft.
Error Closure: 0.000 Course: S1°01'09"W
Error North : -0.0002 East: 0.0000

Precision 1: 493,754,000.000

ILLUSTRATION FOR

EXHIBIT A



BEARINGS ARE BASED ON THE NORTH LINE OF THE LOT DESCRIBED AT REC. NO. 2020000019288, BEING S89°43'06"W

THE ABOVE DESCRIBED PARCEL CONTAINS 2,996 SQUARE FEET (0.069 ACRES) MORE OR LESS.

This drawing does not represent a monumented survey. It is intended only to depict the attached legal description.

CITY OF AURORA, COLORADO

DRAWN BY:	SCALE:	R.O.W. FILE NUMBER
JB	1" = 50'	
CHECKED BY:	DATE:	JOB NUMBER:
JN	04-20-23	R13320

A CONSTRUCTION OCCUPANCY AREA SITUATED IN THE SW 1/4 OF SECTION 31, T3S, R66W OF THE 6th P.M., CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO

EXHIBIT "A"

LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, ALSO BEING A PORTION OF LOT 3, BLOCK 7, GUTHEIL GARDENS DESCRIBED AT RECEPTION NO. 2020000019288, FILED IN THE ADAMS COUNTY CLERK AND RECORDER'S OFFICE, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

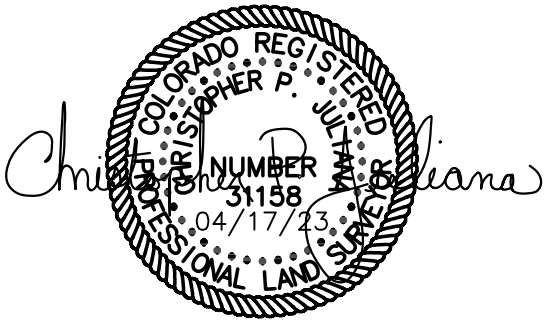
BASIS OF BEARING OF THIS DESCRIPTION IS ALONG THE NORTH LINE OF SAID REC. NO., ASSUMED TO BEAR S89°43'06"W A DISTANCE OF 124.83 FEET FROM THE NORTHEAST CORNER OF SAID REC. NO. TO THE NORTHWEST CORNER OF SAID REC. NO.;

BEGINNING AT A POINT ON THE WEST LINE OF SAID REC. NO., SAID POINT BEARS S00°09'21"E A DISTANCE OF 20.00 FEET FROM SAID NORTHWEST CORNER;

THENCE N89°43'06"E A DISTANCE OF 124.84 FEET; THENCE S00°11'41"E ALONG THE EAST LINE OF SAID REC. NO. A DISTANCE OF 24.00 FEET; THENCE S89°43'06"W A DISTANCE OF 124.86 FEET TO THE WEST LINE OF SAID REC. NO.; THENCE N00°09'21"W ALONG SAID WEST LINE A DISTANCE OF 24.00 FEET TO THE POINT OF BEGINNING, WHENCE SAID NORTH EAST CORNER BEARS N80°37'09"E A DISTANCE OF 126.47.

SAID PARCEL CONTAINS 2,996 SQUARE FEET OR 0.069 ACRES, MORE OR LESS.
ALL LINEAL DISTANCES ARE REPRESENTED IN U.S. SURVEY FEET.

I, THE UNDERSIGNED, A REGISTERED LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THIS EXHIBIT WAS PREPARED BY ME OR UNDER MY SUPERVISION AND IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE.



Parcel Map Check Report

Client:	**Prepared by:**
COA	Precision Survey & Mapping
HDR	

Date: 4/7/2023 7:49:00 AM

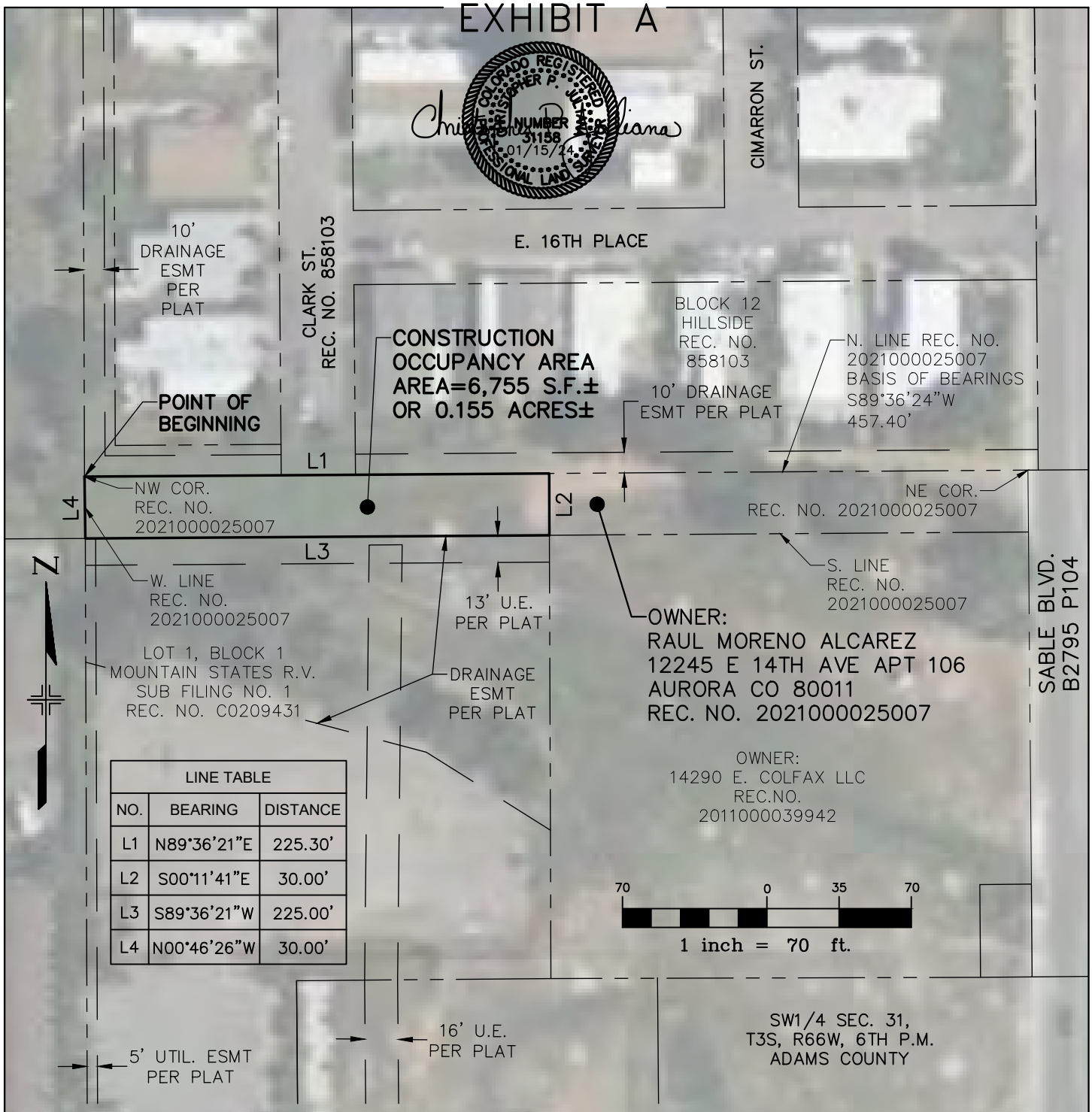
Parcel Name: JBWEST INC - PSM_Boundary : 1
Description:
Process segment order counterclockwise: False
Enable mapcheck across chord: False

North:1,695,825.406'	East:3,190,766.906'
Segment# 1: Line	
Course: N89°43'06"E	Length: 124.845'
North: 1,695,826.020'	East: 3,190,891.750'
Segment# 2: Line	
Course: S0°11'41"E	Length: 24.000'
North: 1,695,802.020'	East: 3,190,891.831'
Segment# 3: Line	
Course: S89°43'06"W	Length: 124.861'
North: 1,695,801.406'	East: 3,190,766.972'
Segment# 4: Line	
Course: N0°09'21"W	Length: 24.000'
North: 1,695,825.406'	East: 3,190,766.907'
Perimeter: 297.706'	Area: 2,996.47Sq.Ft.
Error Closure: 0.000	Course: S84°19'16"E
Error North : 0.0000	East: 0.0003

Precision 1: 297,706,000.000

ILLUSTRATION FOR

EXHIBIT A



LINE TABLE		
NO.	BEARING	DISTANCE
L1	N89°36'21"E	225.30'
L2	S00°11'41"E	30.00'
L3	S89°36'21"W	225.00'
L4	N00°46'26"W	30.00'

BEARINGS ARE BASED ON THE NORTH LINE OF THE LOT DESCRIBED AT REC. NO. 2021000025007, BEING S89°36'24"W

THE ABOVE DESCRIBED PARCEL CONTAINS 6,755 SQUARE FEET (0.155 ACRES) MORE OR LESS.

This drawing does not represent a monumented survey. It is intended only to depict the attached legal description.

CITY OF AURORA, COLORADO

DRAWN BY:	SCALE:	R.O.W. FILE NUMBER
JB	1" = 70'	
CHECKED BY:	DATE:	JOB NUMBER:
JN	01-15-24	R13320

A PARCEL OF LAND SITUATED IN THE SW 1/4 OF SECTION 31, T3S, R66W OF THE 6th P.M., CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO

EXHIBIT "A"

LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO, ALSO BEING A PORTION OF THE LANDS DESCRIBED AT RECEPTION NO. 2021000025007, FILED IN THE ADAMS COUNTY CLERK AND RECORDER'S OFFICE, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

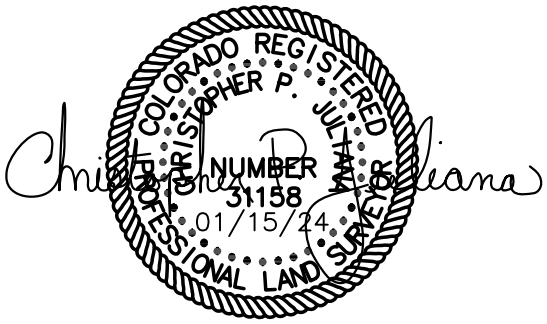
BASIS OF BEARING OF THIS DESCRIPTION IS ALONG THE NORTH LINE OF SAID REC. NO., ASSUMED TO BEAR S89°36'24"W A DISTANCE OF 457.40 FEET FROM THE NORTHEAST CORNER OF SAID REC. NO. TO THE NORTHWEST CORNER OF SAID LOT;

BEGINNING AT SAID NORTHWEST CORNER;

THENCE N89°36'21"E ALONG SAID NORTH LINE A DISTANCE OF 225.30 FEET; THENCE S00°11'41"E A DISTANCE OF 30.00 FEET TO THE SOUTH LINE OF SAID REC. NO.; THENCE S89°36'21"W ALONG SAID SOUTH LINE A DISTANCE OF 225.00 FEET TO THE WEST LINE OF SAID REC. NO.; THENCE N00°46'26"W ALONG SAID WEST LINE A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 6,755 SQUARE FEET OR 0.155 ACRES, MORE OR LESS.
ALL LINEAL DISTANCES ARE REPRESENTED IN U.S. SURVEY FEET.

I, THE UNDERSIGNED, A REGISTERED LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THIS EXHIBIT WAS PREPARED BY ME OR UNDER MY SUPERVISION AND IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE.



Parcel Map Check Report

Client:	**Prepared by:**
Client	Preparer
Client Company	Your Company Name
Address 1	123 Main Street
Date: 2/19/2024 7:27:52 AM	

Parcel Name: ALCAREZ - PSM_Boundary : 1
Description:
Process segment order counterclockwise: False
Enable mapcheck across chord: False

North:1,695,846.020'	East:3,190,891.682'

Segment# 1: Line

Course: N0°46'26"W	Length: 30.001'
North: 1,695,876.018'	East: 3,190,891.277'

Segment# 2: Line

Course: N89°36'21"E	Length: 225.303'
North: 1,695,877.568'	East: 3,191,116.574'

Segment# 3: Line

Course: S0°11'41"E	Length: 30.000'
North: 1,695,847.568'	East: 3,191,116.676'

Segment# 4: Line

Course: S89°36'21"W	Length: 225.000'
North: 1,695,846.020'	East: 3,190,891.681'

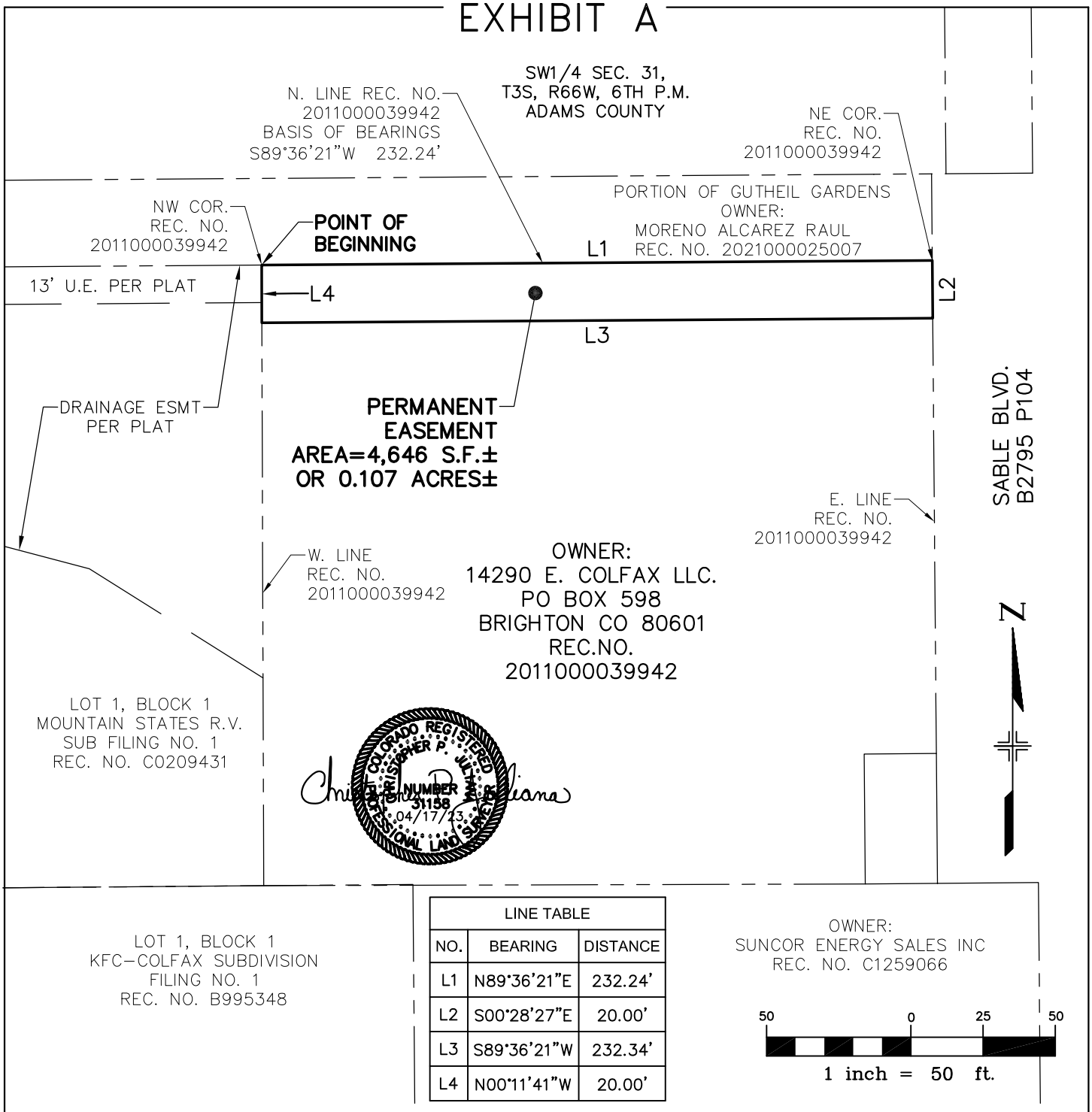
Perimeter: 510.304'	Area: 6,754.55Sq.Ft.
Error Closure: 0.001	Course: N26°28'20"W
Error North : 0.0005	East: -0.0003

Precision 1: 510,304.000

all good RNM 4-21-23

ILLUSTRATION FOR

EXHIBIT A



LINE TABLE		
NO.	BEARING	DISTANCE
L1	N89°36'21"E	232.24'
L2	S00°28'27"E	20.00'
L3	S89°36'21"W	232.34'
L4	N00°11'41"W	20.00'

BEARINGS ARE BASED ON THE NORTH LINE OF THE LOT DESCRIBED AT REC. NO. 2011000039942, BEING S89°36'21"W

THE ABOVE DESCRIBED PARCEL CONTAINS 4,646 SQUARE FEET (0.107 ACRES) MORE OR LESS.

This drawing does not represent a monumented survey. It is intended only to depict the attached legal description.

CITY OF AURORA, COLORADO

DRAWN BY:	SCALE:	R.O.W. FILE NUMBER
JB	1" = 50'	
CHECKED BY:	DATE:	JOB NUMBER:
JN	04-17-23	R13320

A PERMANENT EASEMENT SITUATED IN THE SW 1/4 OF SECTION 31, T3S, R66W OF THE 6th P.M., CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO

all good RNM 4-21-23

EXHIBIT "A"

LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, ALSO BEING A PORTION OF THE LANDS DESCRIBED AT RECEPTION NO. 2011000039942, FILED IN THE ADAMS COUNTY CLERK AND RECORDER'S OFFICE, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

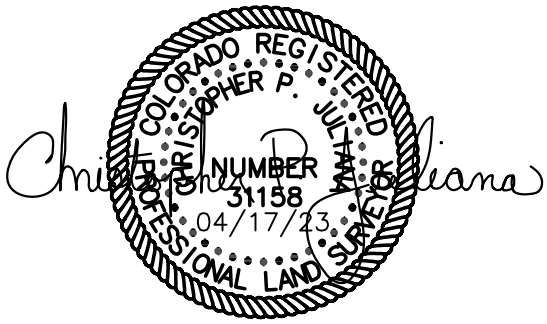
BASIS OF BEARING OF THIS DESCRIPTION IS ALONG THE NORTH LINE OF SAID REC. NO., ASSUMED TO BEAR S89°36'21"W A DISTANCE OF 232.24 FEET FROM THE NORTHEAST CORNER OF SAID LOT TO THE NORTHWEST CORNER OF SAID REC. NO.;

BEGINNING AT SAID NORTHWEST CORNER;

THENCE N89°36'21"E ALONG SAID NORTH LINE A DISTANCE OF 232.24 FEET TO SAID NORTHEAST CORNER; THENCE S00°28'27"E ALONG THE EAST LINE OF SAID REC. NO. A DISTANCE OF 20.00 FEET; THENCE S89°36'21"W A DISTANCE OF 232.34 FEET TO THE WEST LINE OF SAID REC. NO.; THENCE N00°11'41"W ALONG SAID WEST LINE A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 4,646 SQUARE FEET OR 0.107 ACRES, MORE OR LESS.
ALL LINEAL DISTANCES ARE REPRESENTED IN U.S. SURVEY FEET.

I, THE UNDERSIGNED, A REGISTERED LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THIS EXHIBIT WAS PREPARED BY ME OR UNDER MY SUPERVISION AND IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE.



Parcel Map Check Report

Client:	**Prepared by:**
COA	Precision Survey & Mapping
HDR	

Date: 4/5/2023 10:20:51 AM

Parcel Name: 14290 E COLFAX LLC PERM - PSM_Boundary : 1
Description:
Process segment order counterclockwise: False
Enable mapcheck across chord: False

North:1,695,847.568'	East:3,191,116.676'

Segment# 1: Line

Course: N89°36'21"E	Length: 232.243'
North: 1,695,849.165'	East: 3,191,348.914'

Segment# 2: Line

Course: S0°28'27"E	Length: 20.000'
North: 1,695,829.166'	East: 3,191,349.079'

Segment# 3: Line

Course: S89°36'21"W	Length: 232.341'
North: 1,695,827.568'	East: 3,191,116.744'

Segment# 4: Line

Course: N0°11'41"W	Length: 20.000'
North: 1,695,847.568'	East: 3,191,116.676'

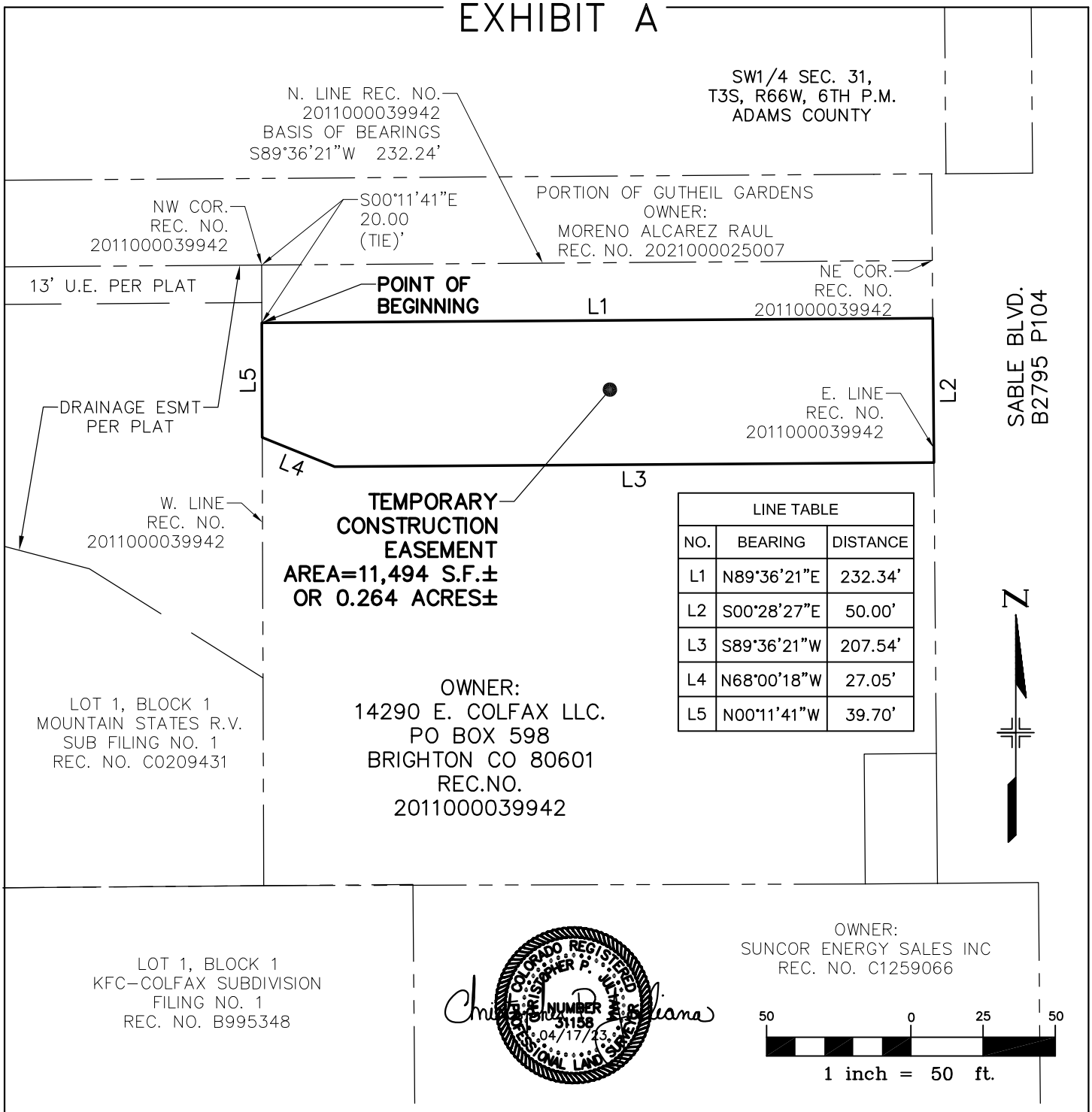
Perimeter: 504.584'	Area: 4,645.84Sq.Ft.
Error Closure: 0.000	Course: S77°01'35"W
Error North : -0.0001	East: -0.0005

Precision 1: 504,584,000.000

all good RNM 4-21-23

ILLUSTRATION FOR

EXHIBIT A



LINE TABLE		
NO.	BEARING	DISTANCE
L1	N89°36'21"E	232.34'
L2	S00°28'27"E	50.00'
L3	S89°36'21"W	207.54'
L4	N68°00'18"W	27.05'
L5	N00°11'41"W	39.70'

BEARINGS ARE BASED ON THE NORTH LINE OF THE LOT DESCRIBED AT REC. NO. 2011000039942, BEING S89°36'21"W

THE ABOVE DESCRIBED PARCEL CONTAINS 11,494 SQUARE FEET (0.264 ACRES) MORE OR LESS.

This drawing does not represent a monumented survey. It is intended only to depict the attached legal description.

CITY OF AURORA, COLORADO

DRAWN BY:	SCALE:	R.O.W. FILE NUMBER
JB	1" = 50'	
CHECKED BY:	DATE:	JOB NUMBER:
JN	04–17–23	R13320

A TEMPORARY CONSTRUCTION EASEMENT SITUATED IN THE SW 1/4 OF SECTION 31, T3S, R66W OF THE 6th P.M., CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO

all good RNM 4-21-23

EXHIBIT "A"

LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, ALSO BEING A PORTION OF THE LANDS DESCRIBED AT RECEPTION NO. 2011000039942, FILED IN THE ADAMS COUNTY CLERK AND RECORDER'S OFFICE, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

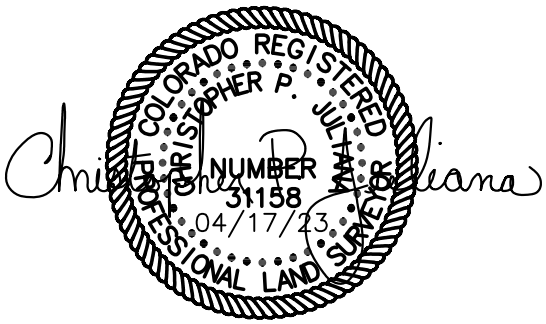
BASIS OF BEARING OF THIS DESCRIPTION IS ALONG THE NORTH LINE OF SAID REC. NO., ASSUMED TO BEAR S89°36'21"W A DISTANCE OF 232.24 FEET FROM THE NORTHEAST CORNER OF SAID LOT TO THE NORTHWEST CORNER OF SAID REC. NO.;

BEGINNING AT A POINT ON THE WEST LINE OF SAID REC. NO., SAID POINT BEARS S00°11'41"E A DISTANCE OF 20.00 FEET FROM SAID NORTHWEST CORNER;

THENCE N89°36'21"E A DISTANCE OF 232.34 FEET TO THE EAST LINE OF SAID REC. NO.; THENCE S00°28'27"E ALONG SAID EAST LINE A DISTANCE OF 50.00 FEET; THENCE S89°36'21"W A DISTANCE OF 207.54 FEET; THENCE N68°00'18"W A DISTANCE OF 27.05 FEET TO THE WEST LINE OF SAID REC. NO.; THENCE N00°11'41"W ALONG SAID WEST LINE A DISTANCE OF 39.70 FEET TO THE POINT OF BEGINNING, WHENCE SAID NORTHEAST CORNER BEARS N84°41'07"E A DISTANCE OF 233.17 FEET.

SAID PARCEL CONTAINS 11,494 SQUARE FEET OR 0.264 ACRES, MORE OR LESS.
ALL LINEAL DISTANCES ARE REPRESENTED IN U.S. SURVEY FEET.

I, THE UNDERSIGNED, A REGISTERED LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THIS EXHIBIT WAS PREPARED BY ME OR UNDER MY SUPERVISION AND IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE.



Parcel Map Check Report

Client:	**Prepared by:**
COA	Precision Survey & Mapping
HDR	

Date: 4/10/2023 7:13:11 AM

Parcel Name: 14290 E COLFAX LLC TEMP - PSM_Boundary : 1
Description:
Process segment order counterclockwise: False
Enable mapcheck across chord: False

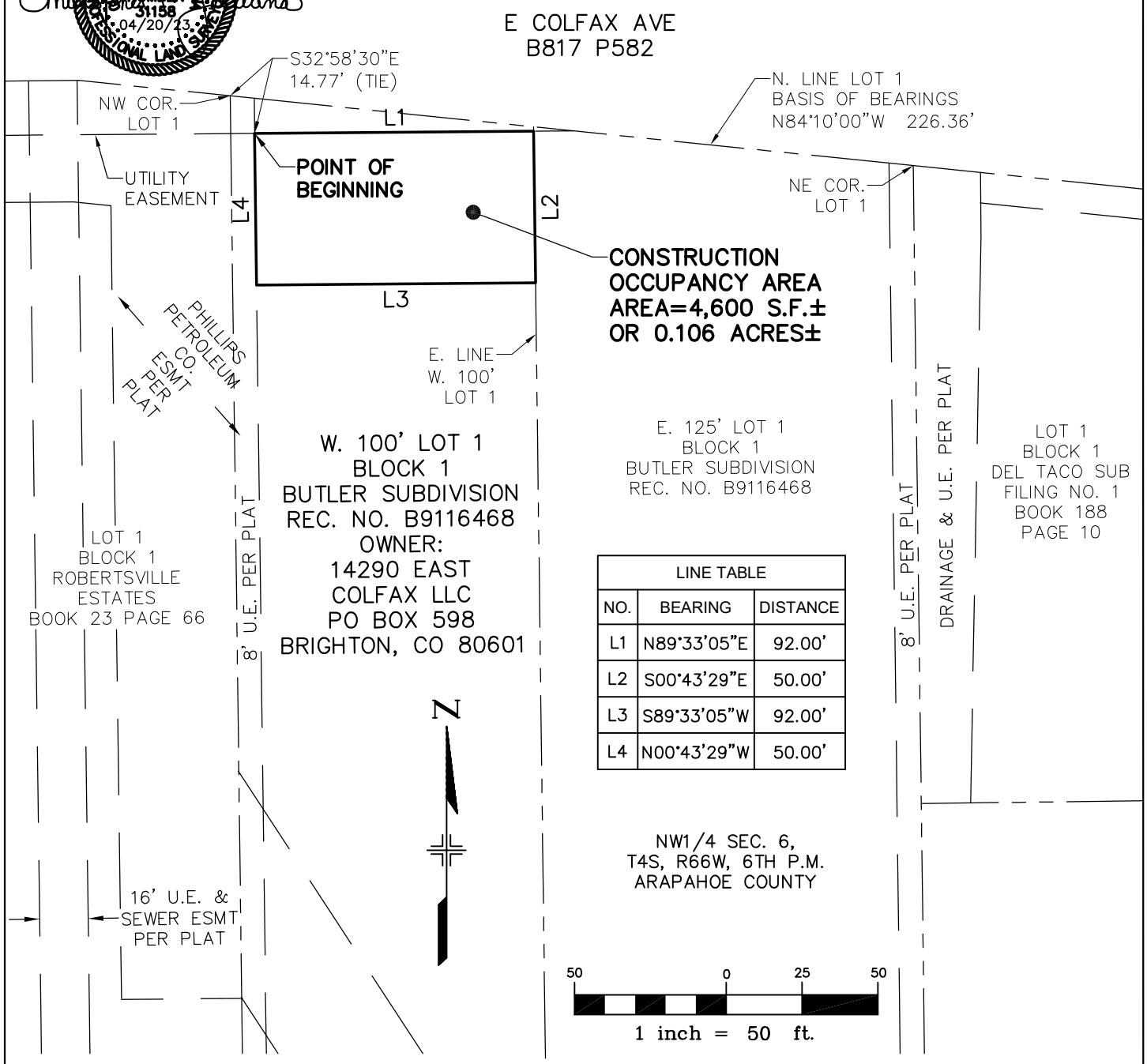
North:1,695,827.568'	East:3,191,116.744'
Segment# 1: Line	
Course: N89°36'21"E	Length: 232.341'
North: 1,695,829.166'	East: 3,191,349.080'
Segment# 2: Line	
Course: S0°28'27"E	Length: 50.000'
North: 1,695,779.168'	East: 3,191,349.494'
Segment# 3: Line	
Course: S89°36'21"W	Length: 207.538'
North: 1,695,777.740'	East: 3,191,141.961'
Segment# 4: Line	
Course: N68°00'18"W	Length: 27.049'
North: 1,695,787.871'	East: 3,191,116.880'
Segment# 5: Line	
Course: N0°11'41"W	Length: 39.697'
North: 1,695,827.567'	East: 3,191,116.745'
Perimeter: 556.626'	Area: 11,494.10Sq.Ft.
Error Closure: 0.001	Course: S71°15'39"E
Error North : -0.0003	East: 0.0010

Precision 1: 556,625.000

ILLUSTRATION FOR

EXHIBIT A

COLORADO REGISTERED
CHRISTOPHER P. JULIANO
NUMBER 31158
04/20/23
PROFESSIONAL LAND SURVEYOR



LINE TABLE		
NO.	BEARING	DISTANCE
L1	N89°33'05"E	92.00'
L2	S00°43'29"E	50.00'
L3	S89°33'05"W	92.00'
L4	N00°43'29"W	50.00'

BEARINGS ARE BASED ON THE NORTH LINE OF LOT 1 BLOCK 1 BUTLER SUBDIVISION, BEING N84°10'00"W

THE ABOVE DESCRIBED PARCEL CONTAINS 4,600 SQUARE FEET (0.106 ACRES) MORE OR LESS.

This drawing does not represent a monumented survey. It is intended only to depict the attached legal description.

CITY OF AURORA, COLORADO

DRAWN BY:	SCALE:	R.O.W. FILE NUMBER
JB	1" = 50'	
CHECKED BY:	DATE:	JOB NUMBER:
JN	04-20-23	R13320

A CONSTRUCTION OCCUPANCY AREA SITUATED IN THE NW 1/4 OF SECTION 6, T4S, R66W OF THE 6th P.M., CITY OF AURORA, COUNTY OF ARAPAHOE, STATE OF COLORADO

EXHIBIT "A"

LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 4 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ARAPAHOE, STATE OF COLORADO, ALSO BEING A PORTION OF THE WEST 100 FEET OF LOT 1 BLOCK 1 BUTLER SUBDIVISION, FILED AT RECEPTION NO. B9116468 IN THE ARAPAHOE COUNTY CLERK AND RECORDER'S OFFICE, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

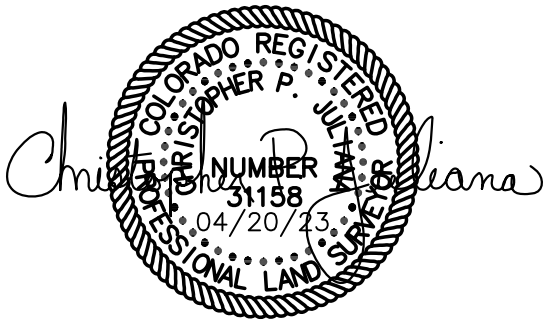
BASIS OF BEARING OF THIS DESCRIPTION IS ALONG THE NORTH LINE OF SAID LOT 1, ASSUMED TO BEAR N84°10'00"W A DISTANCE OF 226.36 FEET FROM THE NORTHEAST CORNER OF SAID LOT 1 TO THE NORTHWEST CORNER OF SAID LOT 1;

BEGINNING AT A POINT WHICH BEARS S32°58'30"E A DISTANCE OF 14.77 FEET FROM SAID NORTHWEST CORNER;

THENCE N89°33'05"E A DISTANCE OF 92.00 FEET TO THE EAST LINE OF SAID WEST 100 FEET OF LOT 1; THENCE S00°43'29"E ALONG SAID EAST LINE A DISTANCE OF 50.00 FEET; THENCE S89°33'05"W A DISTANCE OF 92.00 FEET; THENCE N00°43'29"W A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING, WHENCE SAID NORTHEAST CORNER BEARS S87°12'03"E A DISTANCE OF 217.41 FEET.

SAID PARCEL CONTAINS 4,600 SQUARE FEET OR 0.106 ACRES, MORE OR LESS.
ALL LINEAL DISTANCES ARE REPRESENTED IN U.S. SURVEY FEET.

I, THE UNDERSIGNED, A REGISTERED LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THIS EXHIBIT WAS PREPARED BY ME OR UNDER MY SUPERVISION AND IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE.



Parcel Map Check Report

Client:	**Prepared by:**
COA	Precision Survey & Mapping
HDR	

Date: 4/11/2023 3:49:55 PM

Parcel Name: BUTLER WEST - PSM_Boundary : 1
Description:
Process segment order counterclockwise: False
Enable mapcheck across chord: False

North:1,695,131.383'	East:3,190,811.055'

Segment# 1: Line

Course: N89°33'05"E	Length: 91.998'
North: 1,695,132.103'	East: 3,190,903.051'

Segment# 2: Line

Course: S0°43'29"E	Length: 50.001'
North: 1,695,082.106'	East: 3,190,903.683'

Segment# 3: Line

Course: S89°33'05"W	Length: 91.998'
North: 1,695,081.386'	East: 3,190,811.688'

Segment# 4: Line

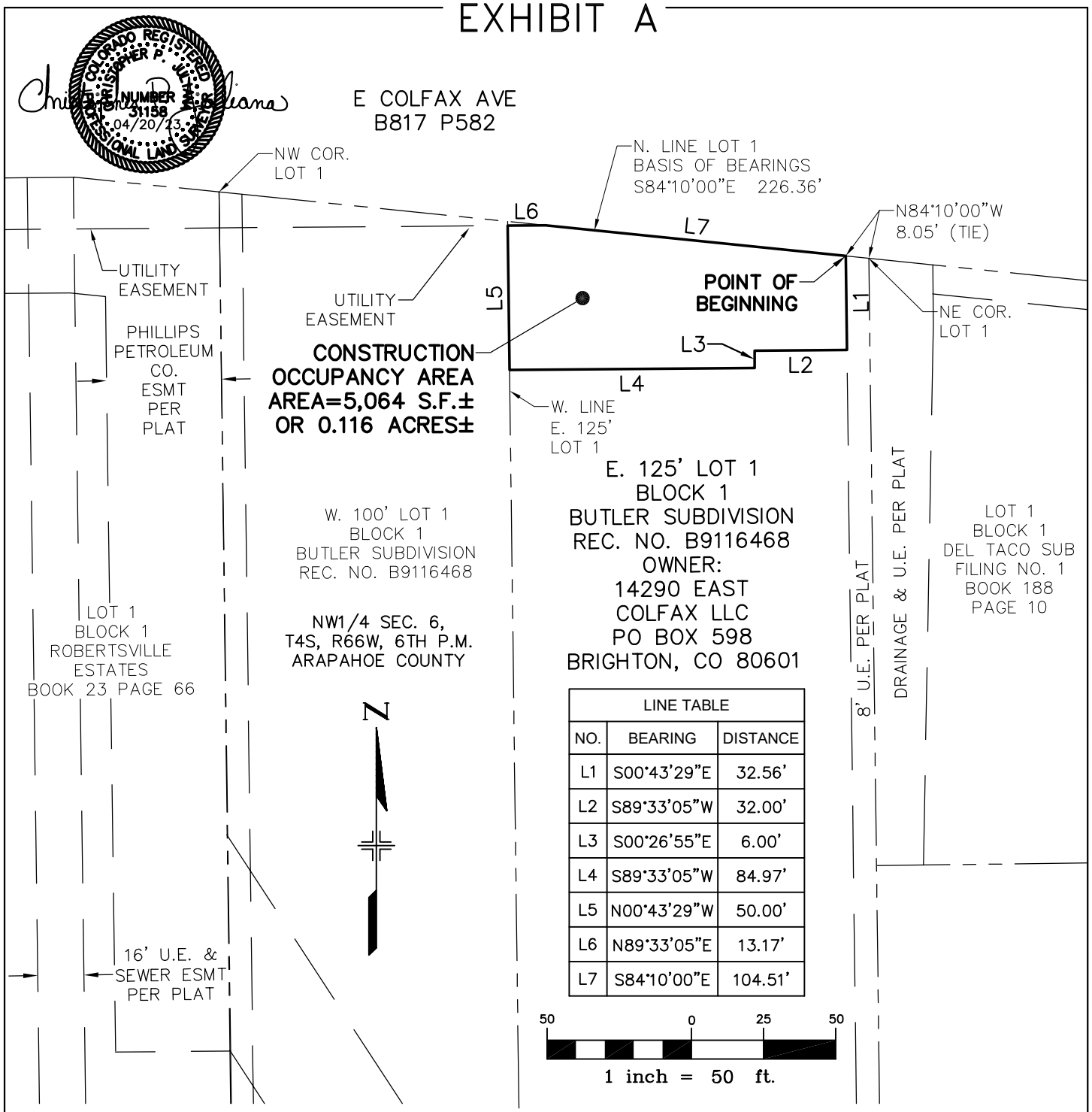
Course: N0°43'29"W	Length: 50.001'
North: 1,695,131.383'	East: 3,190,811.055'

Perimeter: 283.998'	Area: 4,599.91Sq.Ft.
Error Closure: 0.000	Course: N0°00'00"E
Error North : 0.0000	East: 0.0000

Precision 1: 283,998,000.000

ILLUSTRATION FOR

EXHIBIT A



LINE TABLE		
NO.	BEARING	DISTANCE
L1	S00°43'29"E	32.56'
L2	S89°33'05"W	32.00'
L3	S00°26'55"E	6.00'
L4	S89°33'05"W	84.97'
L5	N00°43'29"W	50.00'
L6	N89°33'05"E	13.17'
L7	S84°10'00"E	104.51'

BEARINGS ARE BASED ON THE NORTH LINE OF LOT 1 BLOCK 1 BUTLER SUBDIVISION, BEING S84°10'00"E

THE ABOVE DESCRIBED PARCEL CONTAINS 5,064 SQUARE FEET (0.116 ACRES) MORE OR LESS.

This drawing does not represent a monumented survey. It is intended only to depict the attached legal description.

CITY OF AURORA, COLORADO

DRAWN BY:	SCALE:	R.O.W. FILE NUMBER
JB	1" = 50'	
CHECKED BY:	DATE:	JOB NUMBER:
JN	04-20-23	R13320

A CONSTRUCTION OCCUPANCY AREA SITUATED IN THE NW 1/4 OF SECTION 6, T4S, R66W OF THE 6th P.M., CITY OF AURORA, COUNTY OF ARAPAHOE, STATE OF COLORADO

EXHIBIT "A"

LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 4 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ARAPAHOE, STATE OF COLORADO, ALSO BEING A PORTION OF THE EAST 125 FEET OF LOT 1 BLOCK 1 BUTLER SUBDIVISION, FILED AT RECEPTION NO. B9116468 IN THE ARAPAHOE COUNTY CLERK AND RECORDER'S OFFICE, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

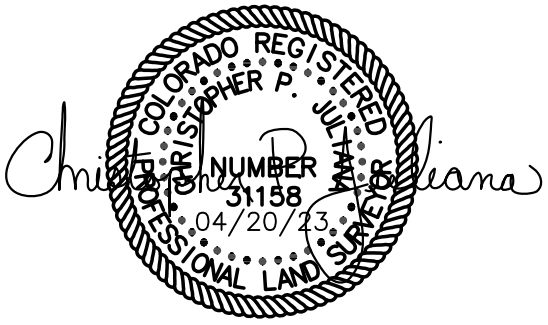
BASIS OF BEARING OF THIS DESCRIPTION IS ALONG THE NORTH LINE OF SAID LOT 1, ASSUMED TO BEAR S84°10'00"E A DISTANCE OF 226.36 FEET FROM THE NORTHEAST CORNER OF SAID LOT 1 TO THE NORTHWEST CORNER OF SAID LOT 1;

BEGINNING AT A POINT WHICH BEARS N84°10'00"W A DISTANCE OF 8.05 FEET FROM SAID NORTHEAST CORNER;

THENCE S00°43'29"E A DISTANCE OF 32.56 FEET; THENCE S89°33'05"W A DISTANCE OF 32.00 FEET; THENCE S00°26'55"E A DISTANCE OF 6.00 FEET; THENCE S89°33'05"W A DISTANCE OF 84.97 FEET TO THE WEST LINE OF SAID EAST 125 FEET OF LOT 1; THENCE N00°43'29"W ALONG SAID WEST LINE A DISTANCE OF 50.00 FEET; THENCE N89°33'05"E A DISTANCE OF 13.17 FEET TO SAID NORTH LINE; THENCE S84°10'00"E ALONG SAID NORTH LINE A DISTANCE OF 104.51 FEET TO THE POINT OF BEGINNING, WHENCE SAID NORTHEAST CORNER BEARS N84°10'00"W A DISTANCE OF 218.31 FEET.

SAID PARCEL CONTAINS 5,064 SQUARE FEET OR 0.116 ACRES, MORE OR LESS.
ALL LINEAL DISTANCES ARE REPRESENTED IN U.S. SURVEY FEET.

I, THE UNDERSIGNED, A REGISTERED LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THIS EXHIBIT WAS PREPARED BY ME OR UNDER MY SUPERVISION AND IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE.



Parcel Map Check Report

Client:	**Prepared by:**
COA	Precision Survey & Mapping
HDR	

Date: 4/11/2023 3:50:20 PM

Parcel Name: BUTLER EAST - PSM_Boundary : 1
Description:
Process segment order counterclockwise: False
Enable mapcheck across chord: False

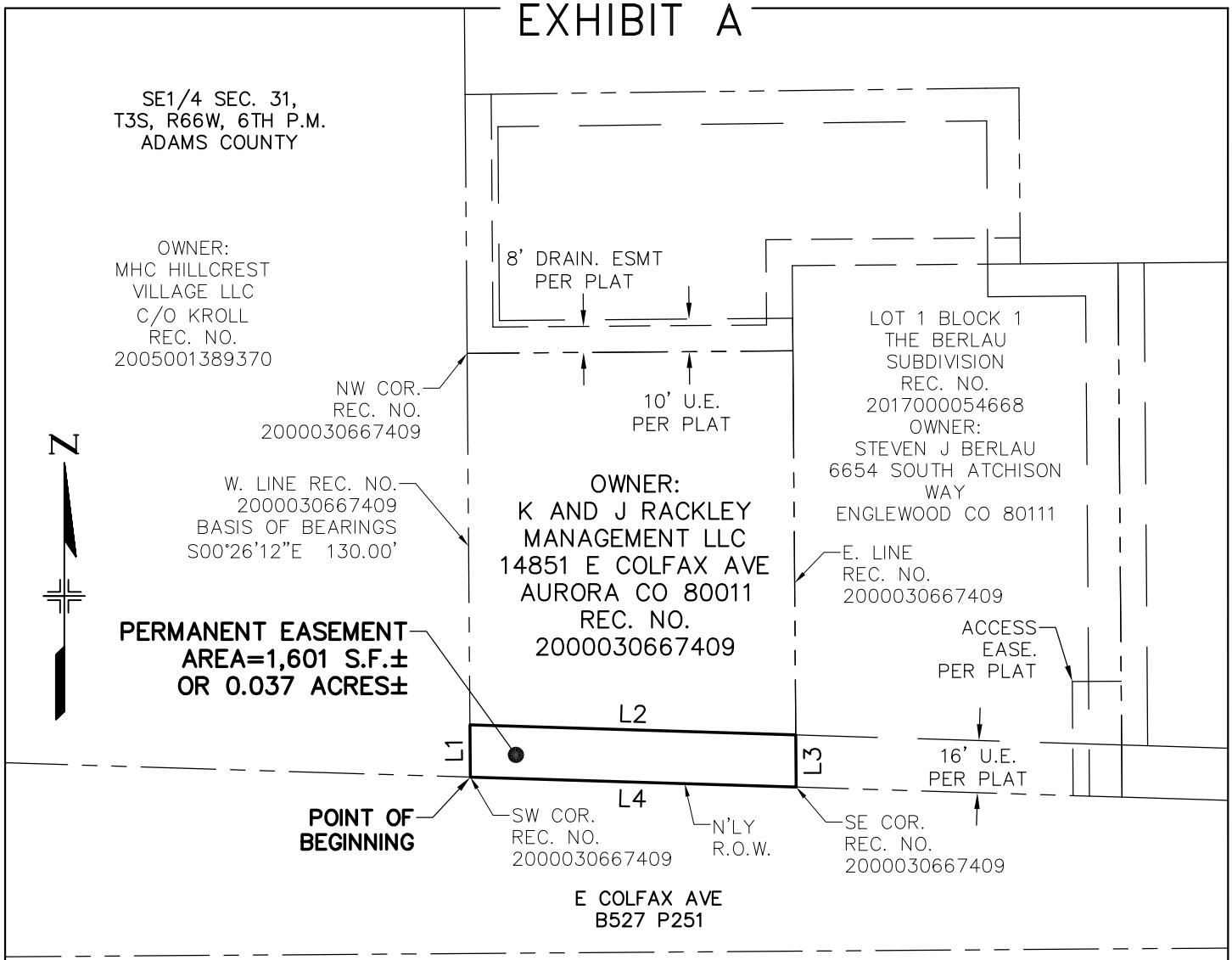
North:1,695,121.574'	East:3,191,020.193'
Segment# 1: Line	
Course: S0°43'29"E	Length: 32.555'
North: 1,695,089.022'	East: 3,191,020.605'
Segment# 2: Line	
Course: S89°33'05"W	Length: 32.000'
North: 1,695,088.771'	East: 3,190,988.606'
Segment# 3: Line	
Course: S0°26'55"E	Length: 6.000'
North: 1,695,082.772'	East: 3,190,988.653'
Segment# 4: Line	
Course: S89°33'05"W	Length: 84.973'
North: 1,695,082.106'	East: 3,190,903.683'
Segment# 5: Line	
Course: N0°43'29"W	Length: 50.001'
North: 1,695,132.103'	East: 3,190,903.050'
Segment# 6: Line	
Course: N89°33'05"E	Length: 13.173'
North: 1,695,132.206'	East: 3,190,916.223'
Segment# 7: Line	
Course: S84°09'41"E	Length: 104.512'
North: 1,695,121.575'	East: 3,191,020.193'
Perimeter: 323.213'	Area: 5,063.81Sq.Ft.
Error Closure: 0.001	Course: N58°51'16"W
Error North : 0.0004	East: -0.0007

Precision 1: 323,214.000

all good RNM 4-21-23

ILLUSTRATION FOR

EXHIBIT A



LINE TABLE		
NO.	BEARING	DISTANCE
L1	N00°26'12"W	16.01'
L2	S88°14'19"E	100.07'
L3	S00°26'14"E	16.01'
L4	N88°14'19"W	100.07'

COLORADO REGISTERED
CHRISTOPHER P. WILLIAMS
NUMBER
31158
04/17/23
PROFESSIONAL LAND SURVEYOR

NE1/4 SEC. 6,
T4S, R66W, 6TH P.M.
ARAPAHOE COUNTY

50 0 25 50

1 inch = 50 ft.

BEARINGS ARE BASED ON THE WEST LINE OF THE LOT DESCRIBED AT REC. NO. 2000030667409 BEING S00°26'12"E

THE ABOVE DESCRIBED PARCEL CONTAINS 1,601 SQUARE FEET (0.037 ACRES) MORE OR LESS.

This drawing does not represent a monumented survey. It is intended only to depict the attached legal description.

CITY OF AURORA, COLORADO

DRAWN BY:	SCALE:	R.O.W. FILE NUMBER
JB	1" = 50'	
CHECKED BY:	DATE:	JOB NUMBER:
JN	04-17-23	R13320

A PERMANENT EASEMENT SITUATED IN THE SE 1/4 OF SECTION 31, T3S, R66W OF THE 6th P.M., CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO

all good RNM 4-21-23

EXHIBIT "A"

LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, ALSO BEING A PORTION OF THE LANDS DESCRIBED AT RECEPTION NO. 2000030667409, FILED IN THE ADAMS COUNTY CLERK AND RECORDER'S OFFICE, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

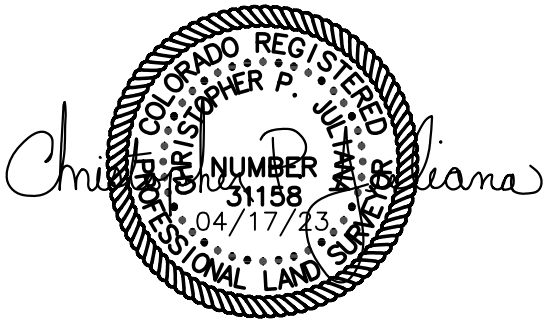
BASIS OF BEARING OF THIS DESCRIPTION IS ALONG THE WEST LINE OF SAID REC. NO., ASSUMED TO BEAR S00°26'12"E A DISTANCE OF 130.00 FEET FROM THE NORTHWEST CORNER OF SAID LOT TO THE SOUTHWEST CORNER OF SAID REC. NO.;

BEGINNING AT SAID SOUTHWEST CORNER;

THENCE N00°26'12"W ALONG SAID WEST LINE A DISTANCE OF 16.01 FEET; THENCE S88°14'19"E A DISTANCE OF 100.07 FEET TO THE EAST LINE OF SAID REC. NO.; THENCE S00°26'14"E ALONG SAID EAST LINE A DISTANCE OF 16.01 FEET TO THE SOUTHEAST CORNER OF SAID REC. NO.; THENCE N88°14'19"W ALONG THE NORTHERLY RIGHT-OF-WAY OF COLFAX AVENUE A DISTANCE OF 100.07 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 1,601 SQUARE FEET OR 0.037 ACRES, MORE OR LESS.
ALL LINEAL DISTANCES ARE REPRESENTED IN U.S. SURVEY FEET.

I, THE UNDERSIGNED, A REGISTERED LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THIS EXHIBIT WAS PREPARED BY ME OR UNDER MY SUPERVISION AND IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE.



Parcel Map Check Report

Client:	**Prepared by:**
COA	Precision Survey & Mapping
HDR	

Date: 4/10/2023 7:39:15 AM

Parcel Name: ALTURA TRACT 2 PERM - PSM_Boundary : 1
Description:
Process segment order counterclockwise: False
Enable mapcheck across chord: False

North:1,695,254.626'	East:3,192,334.653'

Segment# 1: Line

Course: N0°26'12"W	Length: 16.012'
North: 1,695,270.638'	East: 3,192,334.531'

Segment# 2: Line

Course: S88°14'19"E	Length: 100.070'
North: 1,695,267.562'	East: 3,192,434.554'

Segment# 3: Line

Course: S0°26'14"E	Length: 16.012'
North: 1,695,251.551'	East: 3,192,434.676'

Segment# 4: Line

Course: N88°14'19"W	Length: 100.070'
North: 1,695,254.626'	East: 3,192,334.653'

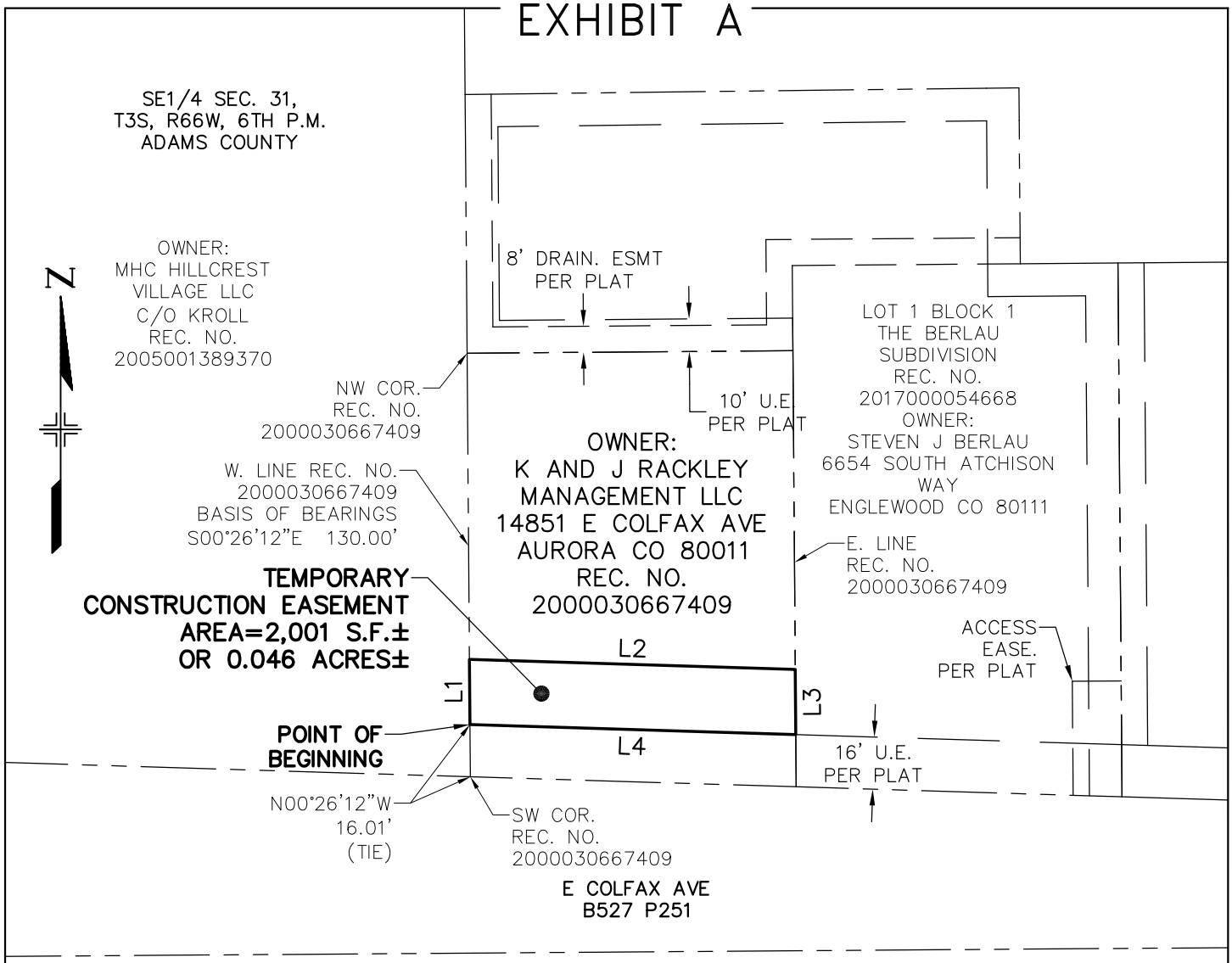
Perimeter: 232.163'	Area: 1,601.12Sq.Ft.
Error Closure: 0.000	Course: N89°33'47"E
Error North : 0.0000	East: 0.0002

Precision 1: 232,164,000.000

all good RNM 4-21-23

ILLUSTRATION FOR

EXHIBIT A



LINE TABLE		
NO.	BEARING	DISTANCE
L1	N00°26'12"W	20.01'
L2	S88°14'19"E	100.07'
L3	S00°26'14"E	20.01'
L4	N88°14'19"W	100.07'

COLORADO REGISTERED
CHRISTOPHER P. JULIANO
PROFESSIONAL LAND SURVEYOR
NUMBER
31158
04/17/23

NE1/4 SEC. 6,
T4S, R66W, 6TH P.M.
ARAPAHOE COUNTY

50 0 25 50

1 inch = 50 ft.

BEARINGS ARE BASED ON THE WEST LINE OF THE LOT DESCRIBED AT REC. NO. 2000030667409 BEING S00°26'12"E

THE ABOVE DESCRIBED PARCEL CONTAINS 2,001 SQUARE FEET (0.046 ACRES) MORE OR LESS.

This drawing does not represent a monumented survey. It is intended only to depict the attached legal description.

CITY OF AURORA, COLORADO

DRAWN BY:	SCALE:	R.O.W. FILE NUMBER
JB	1" = 50'	
CHECKED BY:	DATE:	JOB NUMBER:
JN	04-17-23	R13320

A TEMPORARY CONSTRUCTION EASEMENT SITUATED IN THE SE 1/4 OF SECTION 31, T3S, R66W OF THE 6th P.M., CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO

all good RNM 4-21-23

EXHIBIT "A"

LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, ALSO BEING A PORTION OF THE LANDS DESCRIBED AT RECEPTION NO. 2000030667409, FILED IN THE ADAMS COUNTY CLERK AND RECORDER'S OFFICE, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

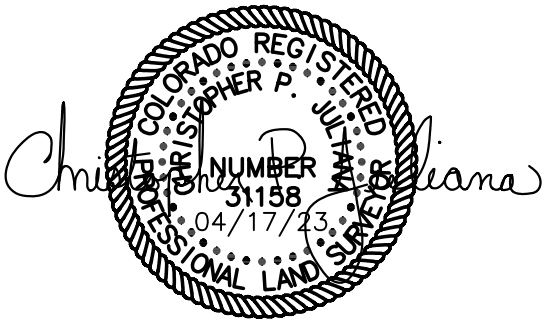
BASIS OF BEARING OF THIS DESCRIPTION IS ALONG THE WEST LINE OF SAID REC. NO., ASSUMED TO BEAR S00°26'12"E A DISTANCE OF 130.00 FEET FROM THE NORTHWEST CORNER OF SAID REC. NO. TO THE SOUTHWEST CORNER OF SAID LOT;

BEGINNING AT A POINT ON SAID WEST LINE, SAID POINT BEARS N00°26'12"W A DISTANCE OF 16.01 FROM SAID SOUTHWEST CORNER;

THENCE N00°26'12"W ALONG SAID WEST LINE A DISTANCE OF 20.01 FEET; THENCE S88°14'19"E A DISTANCE OF 100.07 FEET TO THE EAST LINE OF SAID REC. NO.; THENCE S00°26'14"E ALONG SAID EAST LINE A DISTANCE OF 20.01 FEET; THENCE N88°14'19"W A DISTANCE OF 100.07 FEET TO THE POINT OF BEGINNING, WHENCE SAID NORTHWEST CORNER BEARS N00°26'12"W A DISTANCE OF 113.99 FEET.

SAID PARCEL CONTAINS 2,001 SQUARE FEET OR 0.046 ACRES, MORE OR LESS.
ALL LINEAL DISTANCES ARE REPRESENTED IN U.S. SURVEY FEET.

I, THE UNDERSIGNED, A REGISTERED LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THIS EXHIBIT WAS PREPARED BY ME OR UNDER MY SUPERVISION AND IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE.



Parcel Map Check Report

Client:	**Prepared by:**
COA	Precision Survey & Mapping
HDR	

Date: 4/10/2023 7:39:26 AM

Parcel Name: ALTURA TRACT 2 TEMP - PSM_Boundary : 1
Description:
Process segment order counterclockwise: False
Enable mapcheck across chord: False

North:1,695,270.638'	East:3,192,334.531'

Segment# 1: Line

Course: N0°26'12"W	Length: 20.015'
North: 1,695,290.652'	East: 3,192,334.379'

Segment# 2: Line

Course: S88°14'19"E	Length: 100.070'
North: 1,695,287.576'	East: 3,192,434.401'

Segment# 3: Line

Course: S0°26'14"E	Length: 20.015'
North: 1,695,267.562'	East: 3,192,434.554'

Segment# 4: Line

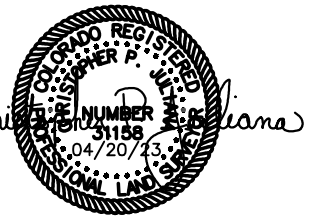
Course: N88°14'19"W	Length: 100.070'
North: 1,695,270.638'	East: 3,192,334.531'

Perimeter: 240.169'	Area: 2,001.39Sq.Ft.
Error Closure: 0.000	Course: N89°33'47"E
Error North : 0.0000	East: 0.0002

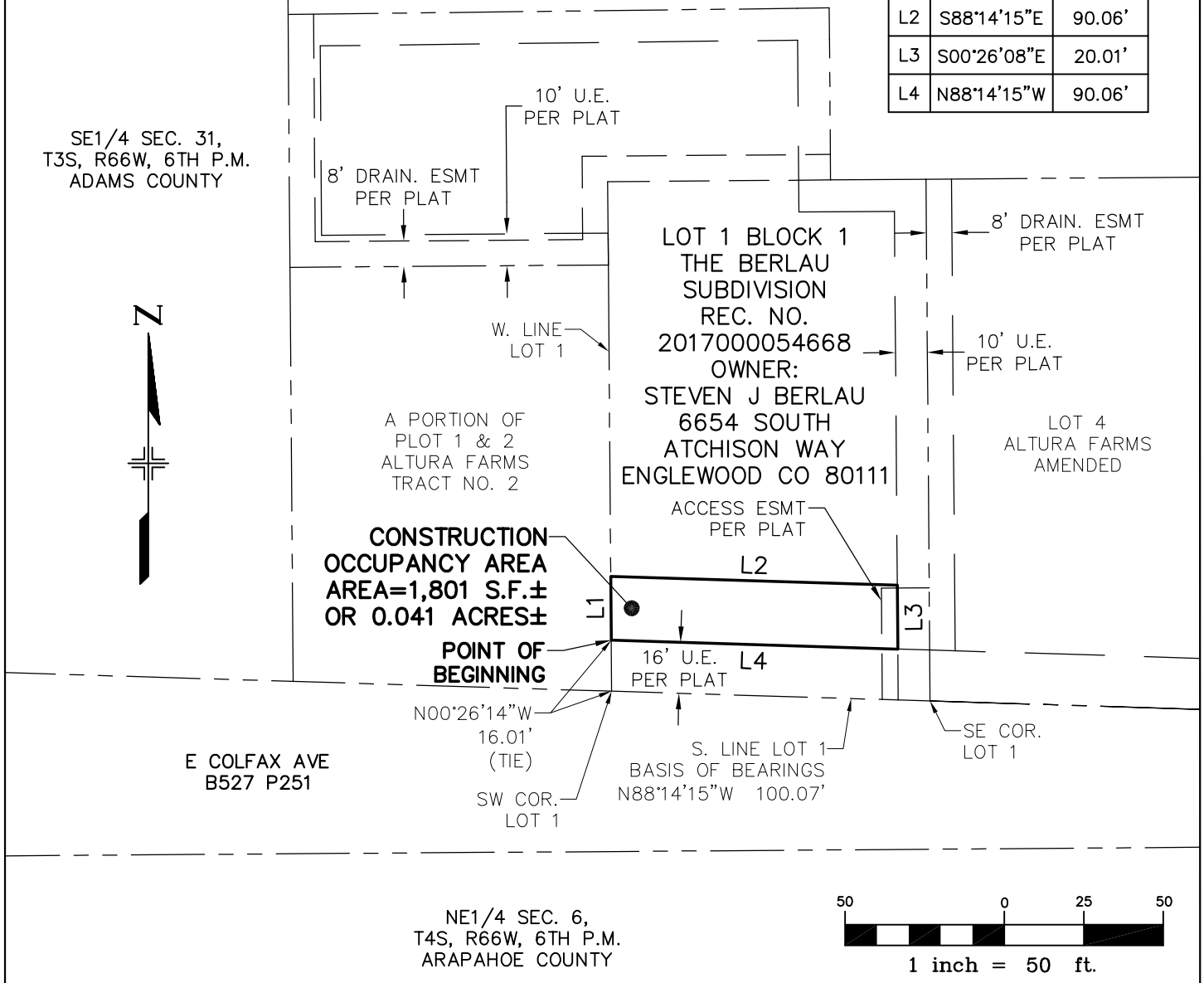
Precision 1: 240,170,000.000

ILLUSTRATION FOR

EXHIBIT A



LINE TABLE		
NO.	BEARING	DISTANCE
L1	N00°26'14"W	20.01'
L2	S88°14'15"E	90.06'
L3	S00°26'08"E	20.01'
L4	N88°14'15"W	90.06'



BEARINGS ARE BASED ON THE WEST LINE OF LOT 1 BLOCK 1 BERLAU SUBDIVISION BEING S00°26'14"E.

THE ABOVE DESCRIBED PARCEL CONTAINS 1,801 SQUARE FEET (0.041 ACRES) MORE OR LESS.

This drawing does not represent a monumented survey. It is intended only to depict the attached legal description.

CITY OF AURORA, COLORADO

DRAWN BY:	SCALE:	R.O.W. FILE NUMBER
JB	1" = 50'	
CHECKED BY:	DATE:	JOB NUMBER:
JN	04-20-23	R13320

A CONSTRUCTION OCCUPANCY AREA SITUATED IN THE SE 1/4 OF SECTION 31, T3S, R66W OF THE 6th P.M., CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO

EXHIBIT "A"

LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, ALSO BEING A PORTION OF LOT 1, BLOCK 1 BERLAU SUBDIVISION FILED AT RECEPTION NO. 2017000054668 IN THE ADAMS COUNTY CLERK AND RECORDER'S OFFICE, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

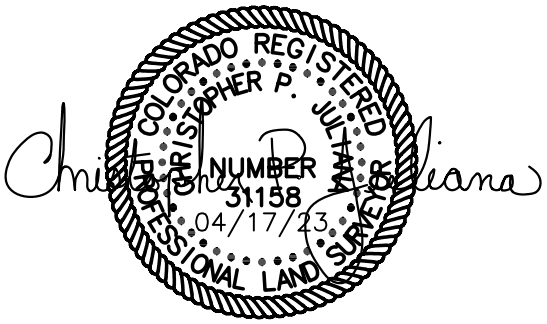
BASIS OF BEARING OF THIS DESCRIPTION IS ALONG THE SOUTH LINE OF SAID LOT 1, ASSUMED TO BEAR N88°14'15"W A DISTANCE OF 100.07 FEET FROM THE SOUTHEAST CORNER OF SAID LOT 1 TO THE SOUTHWEST CORNER OF SAID LOT 1;

BEGINNING AT A POINT ON THE WEST LINE OF SAID LOT 1, SAID POINT BEARS N00°26'14"W A DISTANCE OF 16.01 FEET FROM SAID SOUTHWEST CORNER;

THENCE N00°26'14"W ALONG SAID WEST LINE A DISTANCE OF 20.01 FEET; THENCE S88°14'15"E A DISTANCE OF 90.06 FEET; THENCE S00°26'08"E A DISTANCE OF 20.01 FEET; THENCE N88°14'15"W A DISTANCE OF 90.06 FEET TO THE POINT OF BEGINNING, WHENCE SAID SOUTHEAST CORNER BEARS S79°12'29"E A DISTANCE OF 101.95 FEET.

SAID PARCEL CONTAINS 1,801 SQUARE FEET OR 0.041 ACRES, MORE OR LESS.
ALL LINEAL DISTANCES ARE REPRESENTED IN U.S. SURVEY FEET.

I, THE UNDERSIGNED, A REGISTERED LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THIS EXHIBIT WAS PREPARED BY ME OR UNDER MY SUPERVISION AND IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE.



Parcel Map Check Report

Client:	**Prepared by:**
COA	Precision Survey & Mapping
HDR	

Date: 4/10/2023 7:33:55 AM

Parcel Name: BERLAU - PSM_Boundary : 1
Description:
Process segment order counterclockwise: False
Enable mapcheck across chord: False

North:1,695,267.562'	East:3,192,434.554'

Segment# 1: Line

Course: N0°26'14"W	Length: 20.015'
North: 1,695,287.576'	East: 3,192,434.401'

Segment# 2: Line

Course: S88°14'15"E	Length: 90.064'
North: 1,695,284.806'	East: 3,192,524.422'

Segment# 3: Line

Course: S0°26'08"E	Length: 20.015'
North: 1,695,264.792'	East: 3,192,524.574'

Segment# 4: Line

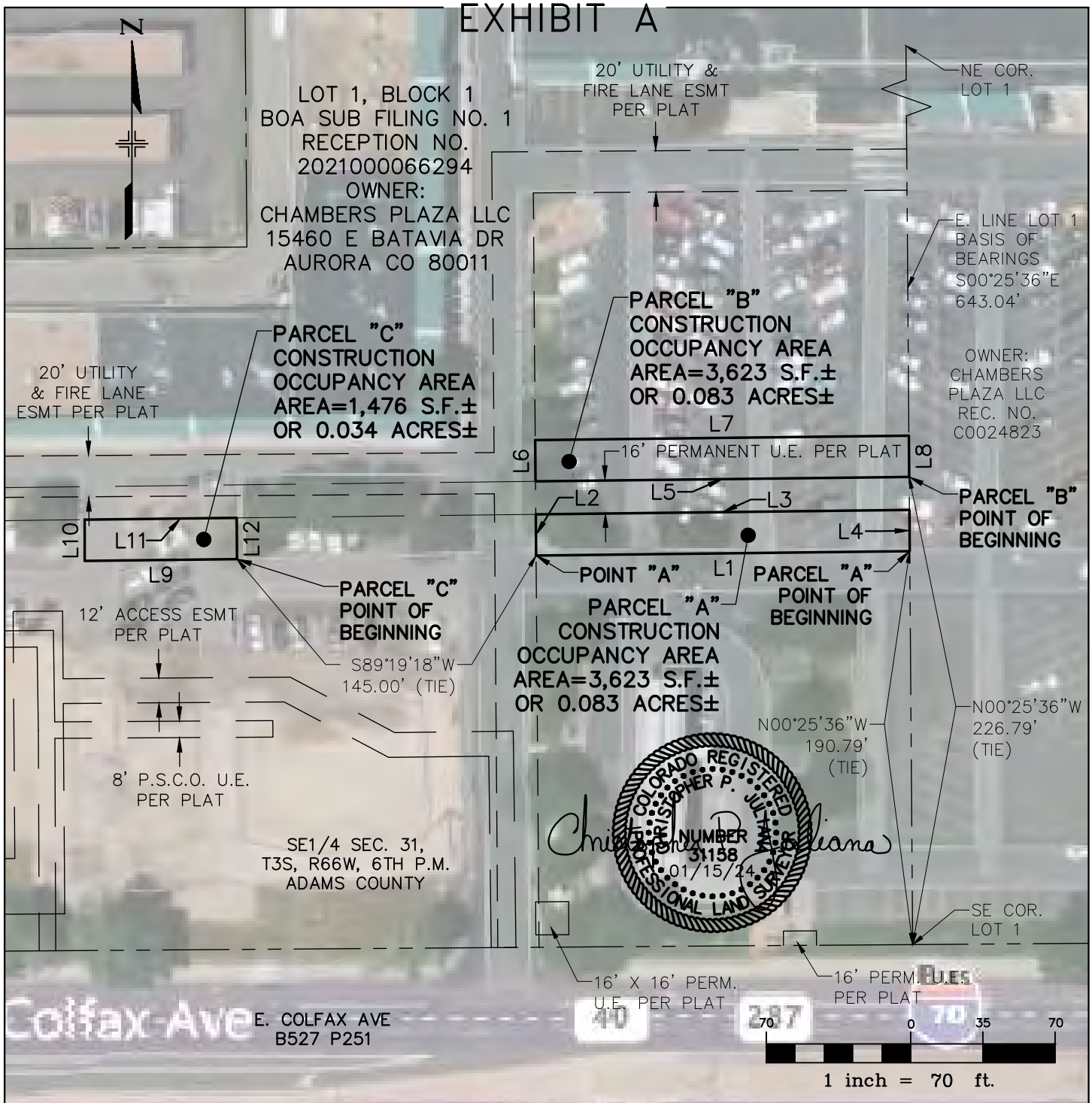
Course: N88°14'15"W	Length: 90.063'
North: 1,695,267.562'	East: 3,192,434.554'

Perimeter: 220.156'	Area: 1,801.27Sq.Ft.
Error Closure: 0.000	Course: S85°10'48"E
Error North : 0.0000	East: 0.0004

Precision 1: 220,157,000.000

ILLUSTRATION FOR

EXHIBIT A



BEARINGS ARE BASED ON THE EAST LINE LOT 1 BLOCK 1 BOA SUBDIVISION, BEING S00°25'36"E

THE ABOVE DESCRIBED PARCELS CONTAIN 8,722 SQUARE FEET (0.200 ACRES) MORE OR LESS.

This drawing does not represent a monumented survey. It is intended only to depict the attached legal description.

CITY OF AURORA, COLORADO

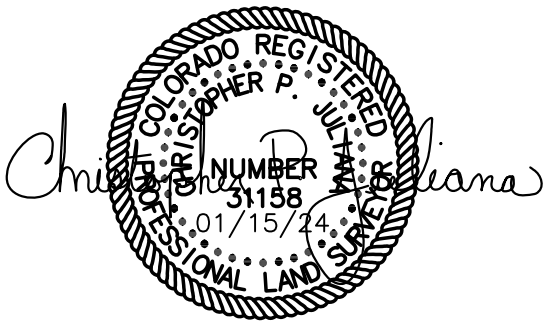
DRAWN BY:	SCALE:	R.O.W. FILE NUMBER
JB	1" = 70'	
CHECKED BY:	DATE:	JOB NUMBER:
JN	01-15-24	R13320

THREE PARCELS OF LAND SITUATED IN THE SE 1/4 OF SECTION 31, T3S, R66W OF THE 6th P.M., CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO

LINE TABLE FOR

EXHIBIT A

LINE TABLE		
NO.	BEARING	DISTANCE
L1	S89°19'18"W	181.15'
L2	N00°25'55"W	20.00'
L3	N89°19'18"E	181.16'
L4	S00°25'36"E	20.00'
L5	S89°19'18"W	181.16'
L6	N00°25'55"W	20.00'
L7	N89°19'18"E	181.16'
L8	S00°25'36"E	20.00'
L9	S89°19'18"W	73.87'
L10	N00°00'00"E	20.00'
L11	N89°19'18"E	73.71'
L12	S00°25'55"E	20.00'



CITY OF AURORA, COLORADO		
DRAWN BY: JB	SCALE: 1" = 70'	R.O.W. FILE NUMBER
CHECKED BY: JN	DATE: 01-15-24	JOB NUMBER: R13320

THREE PARCELS OF LAND SITUATED IN THE SE 1/4 OF SECTION 31, T3S, R66W OF THE 6th P.M., CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO

EXHIBIT "A"

LEGAL DESCRIPTION:

THREE PARCELS OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO, ALSO BEING A PORTION OF LOT 1, BLOCK 1, BOA SUBDIVISION FILING NO. 1, FILED AT RECEPTION NO. 2021000066294 IN THE ADAMS COUNTY CLERK AND RECORDER'S OFFICE, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARING OF THIS DESCRIPTION IS ALONG THE EAST LINE OF SAID LOT 1, ASSUMED TO BEAR S00°25'36"E A DISTANCE OF 643.04 FEET FROM THE NORTHEAST CORNER OF SAID LOT 1 TO THE SOUTHEAST CORNER OF SAID LOT 1;

PARCEL "A"
BEGINNING AT A POINT ON SAID EAST LINE, SAID POINT BEARS N00°25'36"W A DISTANCE OF 190.79 FEET FROM SAID SOUTHEAST CORNER;

THENCE S89°19'18"W A DISTANCE OF 181.15 FEET TO POINT "A"; THENCE N00°25'55"W A DISTANCE OF 20.00 FEET; THENCE N89°19'18"E A DISTANCE OF 181.16 FEET; THENCE S00°25'36"E A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING, WHENCE SAID NORTHEAST CORNER BEARS N00°25'36"W A DISTANCE OF 452.25 FEET.

SAID PARCEL CONTAINS 3,623 SQUARE FEET OR 0.083 ACRES, MORE OR LESS.
ALL LINEAL DISTANCES ARE REPRESENTED IN U.S. SURVEY FEET.

PARCEL "B"
BEGINNING AT A POINT ON SAID EAST LINE, SAID POINT BEARS N00°25'36"W A DISTANCE OF 226.79 FEET FROM SAID SOUTHEAST CORNER;

THENCE S89°19'18"W A DISTANCE OF 181.16 FEET; THENCE N00°25'55"W A DISTANCE OF 20.00 FEET; THENCE N89°19'18"E A DISTANCE OF 181.16 FEET; THENCE S00°25'36"E A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING, WHENCE SAID NORTHEAST CORNER BEARS N00°25'36"W A DISTANCE OF 416.25 FEET.

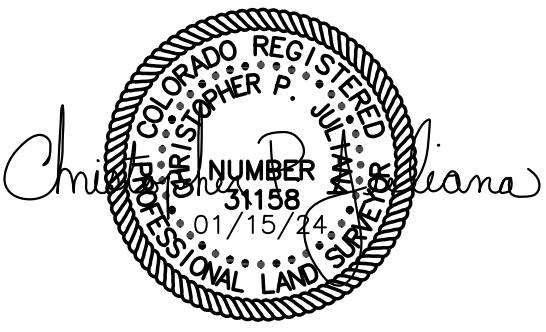
SAID PARCEL CONTAINS 3,623 SQUARE FEET OR 0.083 ACRES, MORE OR LESS.
ALL LINEAL DISTANCES ARE REPRESENTED IN U.S. SURVEY FEET.

PARCEL "C"
BEGINNING AT A POINT WHICH BEARS S89°19'18"W A DISTANCE OF 145.00 FEET FROM SAID POINT "A";

THENCE S89°19'18"W A DISTANCE OF 73.87 FEET; THENCE N00°00'00"E A DISTANCE OF 20.00 FEET; THENCE N89°19'18"E A DISTANCE OF 73.71 FEET; THENCE S00°25'55"E A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING, WHENCE SAID NORTHEAST CORNER BEARS N35°17'07"E A DISTANCE OF 558.76 FEET.

SAID PARCEL CONTAINS 1,476 SQUARE FEET OR 0.034 ACRES, MORE OR LESS.
ALL LINEAL DISTANCES ARE REPRESENTED IN U.S. SURVEY FEET.

I, THE UNDERSIGNED, A REGISTERED LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THIS EXHIBIT WAS PREPARED BY ME OR UNDER MY SUPERVISION AND IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE.



Parcel Map Check Report

Client:	**Prepared by:**
Client	Preparer
Client Company	Your Company Name
Address 1	123 Main Street
Date: 2/19/2024 7:53:07 AM	

Parcel Name: BOA SUB A - PSM_Boundary : 1
Description:
Process segment order counterclockwise: False
Enable mapcheck across chord: False

North:1,695,436.556'	East:3,193,177.507'
Segment# 1: Line	
Course: N0°25'55"W	Length: 20.000'
North: 1,695,456.555'	East: 3,193,177.357'
Segment# 2: Line	
Course: N89°19'18"E	Length: 181.156'
North: 1,695,458.700'	East: 3,193,358.500'
Segment# 3: Line	
Course: S0°25'36"E	Length: 20.000'
North: 1,695,438.700'	East: 3,193,358.649'
Segment# 4: Line	
Course: S89°19'18"W	Length: 181.155'
North: 1,695,436.556'	East: 3,193,177.506'
Perimeter: 402.311'	Area: 3,623.11Sq.Ft.
Error Closure: 0.001	Course: S89°51'59"W
Error North : 0.0000	East: -0.0008

Precision 1: 402,311.000

Parcel Name: BOA SUB B - PSM_Boundary : 1
Description:
Process segment order counterclockwise: False
Enable mapcheck across chord: False

North:1,695,472.555'	East:3,193,177.236'
Segment# 1: Line	
Course: N0°25'55"W	Length: 20.000'
North: 1,695,492.555'	East: 3,193,177.085'
Segment# 2: Line	
Course: N89°19'18"E	Length: 181.160'
North: 1,695,494.699'	East: 3,193,358.232'
Segment# 3: Line	
Course: S0°25'36"E	Length: 20.000'
North: 1,695,474.700'	East: 3,193,358.381'
Segment# 4: Line	
Course: S89°19'18"W	Length: 181.158'
North: 1,695,472.555'	East: 3,193,177.236'
Perimeter: 402.318'	Area: 3,623.18Sq.Ft.
Error Closure: 0.000	Course: N86°24'56"E
Error North : 0.0000	East: 0.0002

Precision 1: 402,318,000.000

Parcel Name: BOA SUB C - PSM_Boundary : 1
Description:
Process segment order counterclockwise: False
Enable mapcheck across chord: False

North:1,695,433.965'	East:3,192,958.657'

Segment# 1: Line

Course: N0°00'00"E	Length: 20.001'
North: 1,695,453.966'	East: 3,192,958.657'

Segment# 2: Line

Course: N89°19'18"E	Length: 73.715'
North: 1,695,454.838'	East: 3,193,032.367'

Segment# 3: Line

Course: S0°25'55"E	Length: 20.000'
North: 1,695,434.839'	East: 3,193,032.517'

Segment# 4: Line

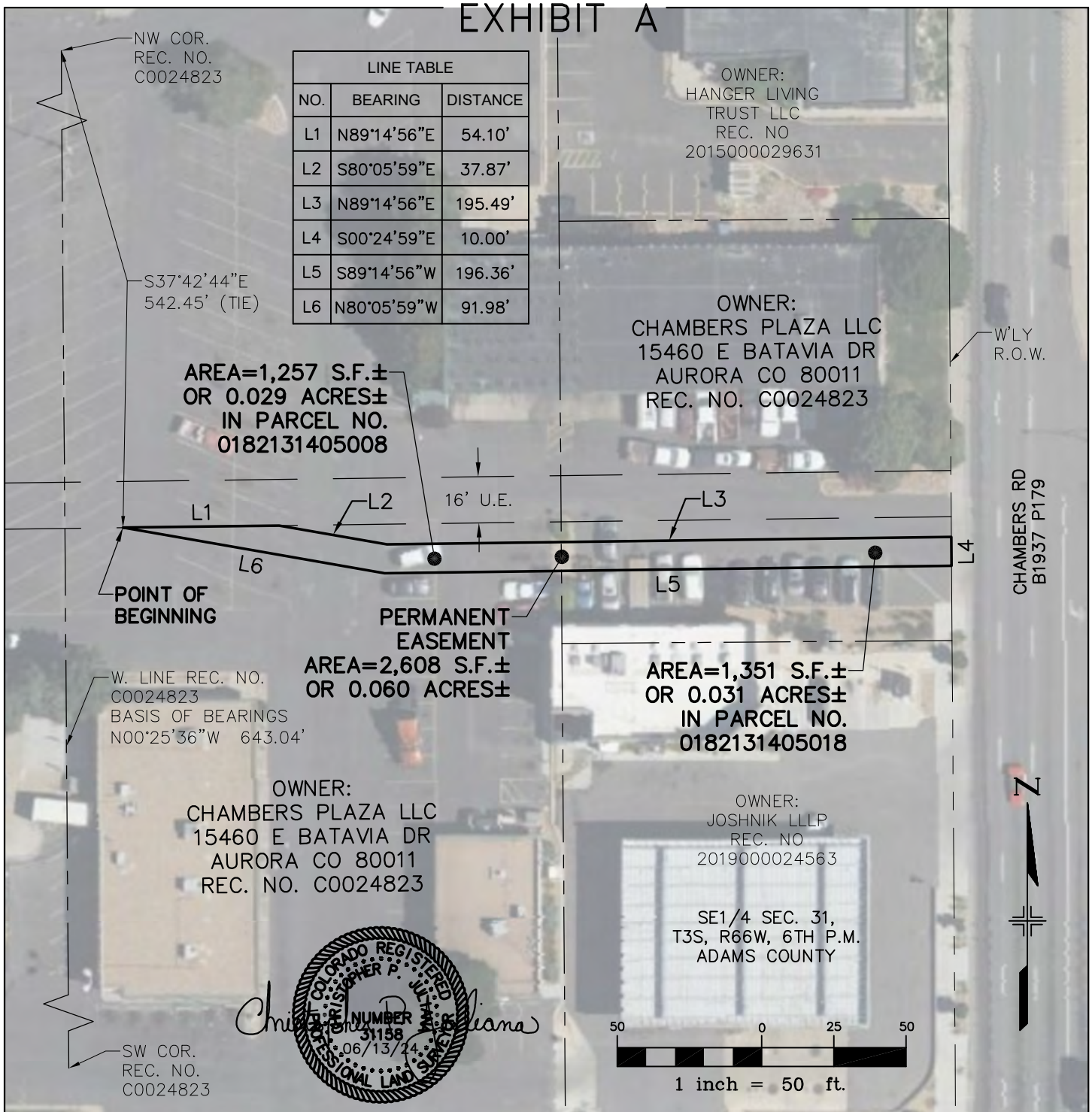
Course: S89°19'18"W	Length: 73.866'
North: 1,695,433.965'	East: 3,192,958.657'

Perimeter: 187.582'	Area: 1,475.81Sq.Ft.
Error Closure: 0.000	Course: S44°16'03"W
Error North : -0.0002	East: -0.0002

Precision 1: 187,582,000.000

ILLUSTRATION FOR

EXHIBIT A



LINE TABLE		
NO.	BEARING	DISTANCE
L1	N89°14'56"E	54.10'
L2	S80°05'59"E	37.87'
L3	N89°14'56"E	195.49'
L4	S00°24'59"E	10.00'
L5	S89°14'56"W	196.36'
L6	N80°05'59"W	91.98'

BEARINGS ARE BASED ON THE WEST LINE OF RECEPTION NO. C0024823, BEING N00°25'36"W

THE ABOVE DESCRIBED PARCEL CONTAINS 2,608 SQUARE FEET (0.060 ACRES) MORE OR LESS.

This drawing does not represent a monumented survey. It is intended only to depict the attached legal description.

CITY OF AURORA, COLORADO

DRAWN BY:	SCALE:	R.O.W. FILE NUMBER
JB	1" = 50'	
CHECKED BY:	DATE:	JOB NUMBER:
JN	04-20-23	R13320

A PERMANENT EASEMENT SITUATED IN THE SE 1/4 OF SECTION 31, T3S, R66W OF THE 6th P.M., CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO

EXHIBIT "A"

LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO, ALSO BEING A PORTION OF RECEPTION NO. C0024823 FILED IN THE ADAMS COUNTY CLERK AND RECORDER'S OFFICE, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

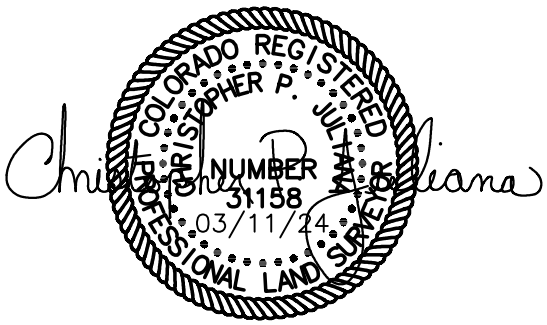
BASIS OF BEARING OF THIS DESCRIPTION IS ALONG THE WEST LINE OF SAID REC. NO., ASSUMED TO BEAR N00°25'36"W A DISTANCE OF 643.04 FEET FROM THE SOUTHWEST CORNER OF SAID REC. NO. TO THE NORTHWEST CORNER OF SAID REC. NO.;

BEGINNING AT A POINT WHICH BEARS S37°42'44"E A DISTANCE OF 542.45 FEET FROM SAID NORTHWEST CORNER;

THENCE N89°14'56"E A DISTANCE OF 54.10 FEET; THENCE S80°05'59"E A DISTANCE OF 37.87 FEET; THENCE N89°14'56"E A DISTANCE OF 195.49 FEET TO THE WESTERLY RIGHT-OF-WAY OF CHAMBERS ROAD; THENCE S00°24'59"E ALONG SAID WESTERLY RIGHT-OF-WAY A DISTANCE OF 10.00 FEET; THENCE S89°14'56"W A DISTANCE OF 196.36 FEET; THENCE N80°05'59"W A DISTANCE OF 91.98 FEET TO THE POINT OF BEGINNING, WHENCE SAID SOUTHWEST CORNER BEARS S56°48'44"W A DISTANCE OF 390.77 FEET.

SAID PARCEL CONTAINS 2,608 SQUARE FEET OR 0.060 ACRES, MORE OR LESS.
ALL LINEAL DISTANCES ARE REPRESENTED IN U.S. SURVEY FEET.

I, THE UNDERSIGNED, A REGISTERED LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THIS EXHIBIT WAS PREPARED BY ME OR UNDER MY SUPERVISION AND IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE.



Parcel Map Check Report

Client:	**Prepared by:**
Client	Preparer
Client Company	Your Company Name
Address 1	123 Main Street

Date: 3/11/2024 8:01:52 AM

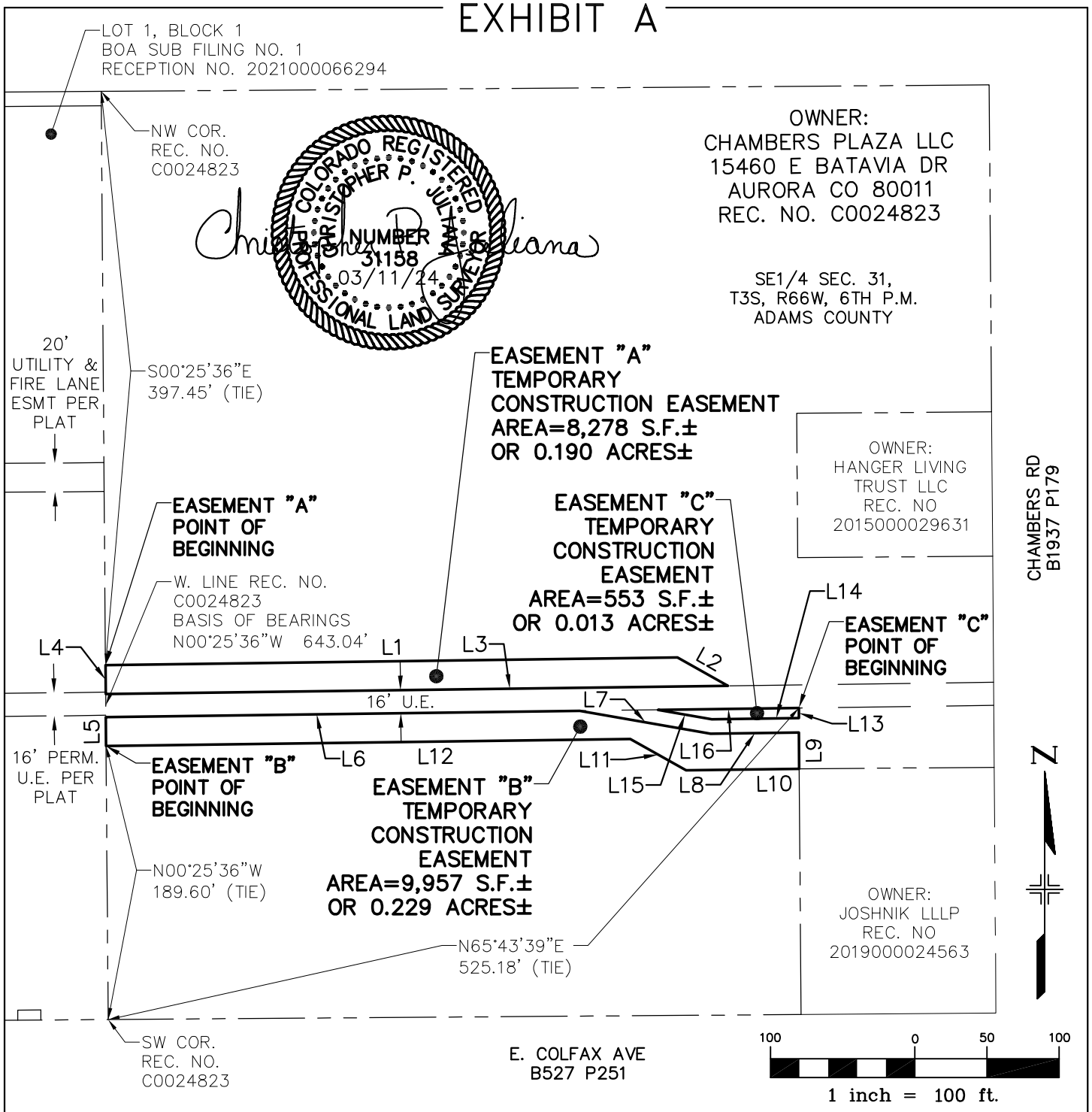
Parcel Name: CHAMBERS PE - PSM_Boundary : 1
Description:
Process segment order counterclockwise: False
Enable mapcheck across chord: False

North:1,695,438.706'	East:3,193,780.993'
Segment# 1: Line	
Course: N89°14'56"E	Length: 195.488'
North: 1,695,441.269'	East: 3,193,976.464'
Segment# 2: Line	
Course: S0°24'59"E	Length: 10.000'
North: 1,695,431.269'	East: 3,193,976.537'
Segment# 3: Line	
Course: S89°14'56"W	Length: 196.362'
North: 1,695,428.695'	East: 3,193,780.192'
Segment# 4: Line	
Course: N80°05'59"W	Length: 91.975'
North: 1,695,444.509'	East: 3,193,689.586'
Segment# 5: Line	
Course: N89°14'56"E	Length: 54.103'
North: 1,695,445.218'	East: 3,193,743.685'
Segment# 6: Line	
Course: S80°05'59"E	Length: 37.872'
North: 1,695,438.706'	East: 3,193,780.993'
Perimeter: 585.800'	Area: 2,608.48Sq.Ft.
Error Closure: 0.000	Course: N51°17'28"W
Error North : 0.0002	East: -0.0002

Precision 1: 585,800,000.000

ILLUSTRATION FOR

EXHIBIT A



BEARINGS ARE BASED ON THE WEST LINE OF RECEPTION NO. C0024823, BEING N00°25'36"W

THE ABOVE DESCRIBED PARCELS CONTAIN 18,788 SQUARE FEET (0.432 ACRES) MORE OR LESS

This drawing does not represent a monumented survey. It is intended only to depict the attached legal description.

CITY OF AURORA, COLORADO

DRAWN BY:	SCALE:	R.O.W. FILE NUMBER
JB	1" = 100'	
CHECKED BY:	DATE:	JOB NUMBER:
JN	03-11-24	R13320

A TEMPORARY CONSTRUCTION EASEMENT SITUATED IN THE SE 1/4 OF SECTION 31, T3S, R66W OF THE 6th P.M., CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO

LINE TABLE FOR

EXHIBIT A

LINE TABLE		
NO.	BEARING	DISTANCE
L1	N89°14'56"E	396.55'
L2	S60°45'04"E	40.00'
L3	S89°14'56"W	431.30'
L4	N00°25'36"W	20.00'
L5	N00°25'36"W	20.00'
L6	N89°14'56"E	328.61'
L7	S80°05'59"E	91.98'
L8	N89°14'56"E	61.25'
L9	S00°25'08"E	25.12'
L10	S89°14'56"W	78.45'
L11	N60°45'04"W	44.24'
L12	S89°14'56"W	363.46'
L13	S00°25'08"E	7.00'
L14	S89°14'56"W	60.37'
L15	N80°05'59"W	37.87'
L16	N89°14'56"E	97.63'

COLORADO REGISTERED
CHRISTOPHER P. JULIANO
NUMBER
31158
PROFESSIONAL LAND SURVEYOR
03/11/24

CITY OF AURORA, COLORADO

DRAWN BY:	SCALE:	R.O.W. FILE NUMBER
JB	1" = 100'	
CHECKED BY:	DATE:	JOB NUMBER:
JN	03-11-24	R13320

A TEMPORARY CONSTRUCTION EASEMENT SITUATED IN THE SE 1/4 OF SECTION 31, T3S, R66W OF THE 6th P.M., CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO

EXHIBIT "A"

LEGAL DESCRIPTION:

THREE PARCELS OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO, ALSO BEING A PORTION OF RECEPTION NO. C0024823 FILED IN THE ADAMS COUNTY CLERK AND RECORDER'S OFFICE, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARING OF THIS DESCRIPTION IS ALONG THE WEST LINE OF SAID REC. NO., ASSUMED TO BEAR N00°25'36"W A DISTANCE OF 643.04 FEET FROM THE SOUTHWEST CORNER OF SAID REC. NO. TO THE NORTHWEST CORNER OF SAID REC. NO.;

EASEMENT "A"

BEGINNING AT A POINT ON SAID WEST LINE, SAID POINT BEARS S00°25'36"E A DISTANCE OF 397.45 FEET FROM SAID NORTHEAST CORNER;

THENCE N89°14'56"E A DISTANCE OF 396.55 FEET; THENCE S60°45'04"E A DISTANCE OF 40.00 FEET; THENCE S89°14'56"W A DISTANCE OF 431.30 FEET TO SAID WEST LINE; THENCE N00°25'36"W ALONG SAID WEST LINE A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING;

SAID PARCEL CONTAINS 8,278 SQUARE FEET OR 0.190 ACRES, MORE OR LESS.
ALL LINEAL DISTANCES ARE REPRESENTED IN U.S. SURVEY FEET.

EASEMENT "B"

BEGINNING AT A POINT ON SAID WEST LINE, SAID POINT BEARS N00°25'36"W A DISTANCE OF 189.60 FEET FROM SAID SOUTHWEST CORNER;

THENCE N00°25'36"W ALONG SAID WEST LINE A DISTANCE OF 20.00 FEET; THENCE N89°14'56"E A DISTANCE OF 328.61 FEET; THENCE S80°05'59"E A DISTANCE OF 91.98 FEET; THENCE N89°14'56"E A DISTANCE OF 61.25 FEET; THENCE S00°25'08"E A DISTANCE OF 25.12 FEET; THENCE S89°14'56"W A DISTANCE OF 78.45 FEET; THENCE N60°45'04"W A DISTANCE OF 44.24 FEET; THENCE S89°14'56"W A DISTANCE OF 363.46 FEET TO THE POINT OF BEGINNING;

SAID PARCEL CONTAINS 9,957 SQUARE FEET OR 0.229 ACRES, MORE OR LESS.
ALL LINEAL DISTANCES ARE REPRESENTED IN U.S. SURVEY FEET.

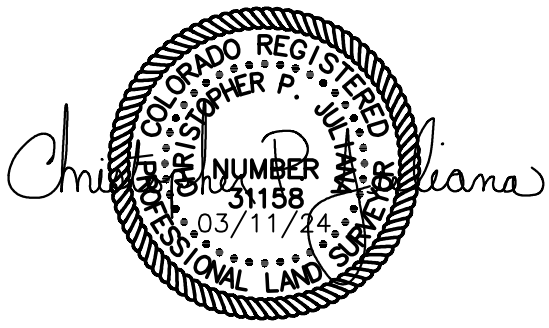
EASEMENT "C"

BEGINNING AT A POINT WHICH BEARS N65°43'39"E A DISTANCE OF 525.18 FEET FROM SAID SOUTHWEST CORNER;

THENCE S00°25'08"E A DISTANCE OF 7.00 FEET; THENCE S89°14'56"W A DISTANCE OF 60.37 FEET; THENCE N80°05'59"W A DISTANCE OF 37.87 FEET; THENCE N89°14'56"E A DISTANCE OF 97.63 FEET TO THE POINT OF BEGINNING, WHENCE SAID NORTHWEST CORNER BEARS N48°32'38"W A DISTANCE OF 645.18 FEET;

SAID PARCEL CONTAINS 553 SQUARE FEET OR 0.013 ACRES, MORE OR LESS.
ALL LINEAL DISTANCES ARE REPRESENTED IN U.S. SURVEY FEET.

I, THE UNDERSIGNED, A REGISTERED LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THIS EXHIBIT WAS PREPARED BY ME OR UNDER MY SUPERVISION AND IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE.



Parcel Map Check Report

Client:
Client
Client Company
Address 1
Date: 3/11/2024 8:04:28 AM

Prepared by:
Preparer
Your Company Name
123 Main Street

Parcel Name: CHAMBERS TCE A - PSM_Boundary : 1
Description:
Process segment order counterclockwise: False
Enable mapcheck across chord: False
North:1,695,456.201' East:3,193,360.881'

Segment# 1: Line
Course: N0°25'36"W Length: 20.000'
North: 1,695,476.200' East: 3,193,360.732'

Segment# 2: Line
Course: N89°14'56"E Length: 396.548'
North: 1,695,481.399' East: 3,193,757.246'

Segment# 3: Line
Course: S60°45'04"E Length: 40.000'
North: 1,695,461.855' East: 3,193,792.146'

Segment# 4: Line
Course: S89°14'56"W Length: 431.302'
North: 1,695,456.201' East: 3,193,360.881'

Perimeter: 887.850' Area: 8,278.49Sq.Ft.
Error Closure: 0.000 Course: S40°38'32"E
Error North : -0.0003 East: 0.0003

Precision 1: 887,850,000.000

Parcel Name: CHAMBERS TCE B - PSM_Boundary : 1
Description:
Process segment order counterclockwise: False
Enable mapcheck across chord: False
North:1,695,424.966' East:3,193,724.579'

Segment# 1: Line
Course: S89°14'56"W Length: 363.461'
North: 1,695,420.201' East: 3,193,361.149'

Segment# 2: Line
Course: N0°25'36"W Length: 20.000'
North: 1,695,440.200' East: 3,193,361.000'

Segment# 3: Line
Course: N89°14'56"E Length: 328.615'
North: 1,695,444.508' East: 3,193,689.587'

Segment# 4: Line
Course: S80°05'59"E Length: 91.975'
North: 1,695,428.695' East: 3,193,780.192'

Segment# 5: Line
Course: N89°14'56"E Length: 61.249'
North: 1,695,429.498' East: 3,193,841.436'

Segment# 6: Line
Course: S0°25'08"E Length: 25.119'
North: 1,695,404.379' East: 3,193,841.620'

Segment# 7: Line
Course: S89°14'56"W Length: 78.450'
North: 1,695,403.351' East: 3,193,763.176'

Segment# 8: Line
Course: N60°45'04"W Length: 44.237'
North: 1,695,424.965' East: 3,193,724.579'

Perimeter: 1,013.106' Area: 9,956.93Sq.Ft.
Error Closure: 0.001 Course: S52°13'59"E
Error North : -0.0004 East: 0.0005

Precision 1: 1,013,106.000

Parcel Name: CHAMBERS TCE C - PSM_Boundary : 1
Description:
Process segment order counterclockwise: False
Enable mapcheck across chord: False

North:1,695,445.218'	East:3,193,743.685'

Segment# 1: Line

Course: N89°14'56"E	Length: 97.635'
North: 1,695,446.498'	East: 3,193,841.312'

Segment# 2: Line

Course: S0°25'08"E	Length: 7.000'
North: 1,695,439.498'	East: 3,193,841.363'

Segment# 3: Line

Course: S89°14'56"W	Length: 60.375'
North: 1,695,438.706'	East: 3,193,780.993'

Segment# 4: Line

Course: N80°05'59"W	Length: 37.872'
North: 1,695,445.218'	East: 3,193,743.685'

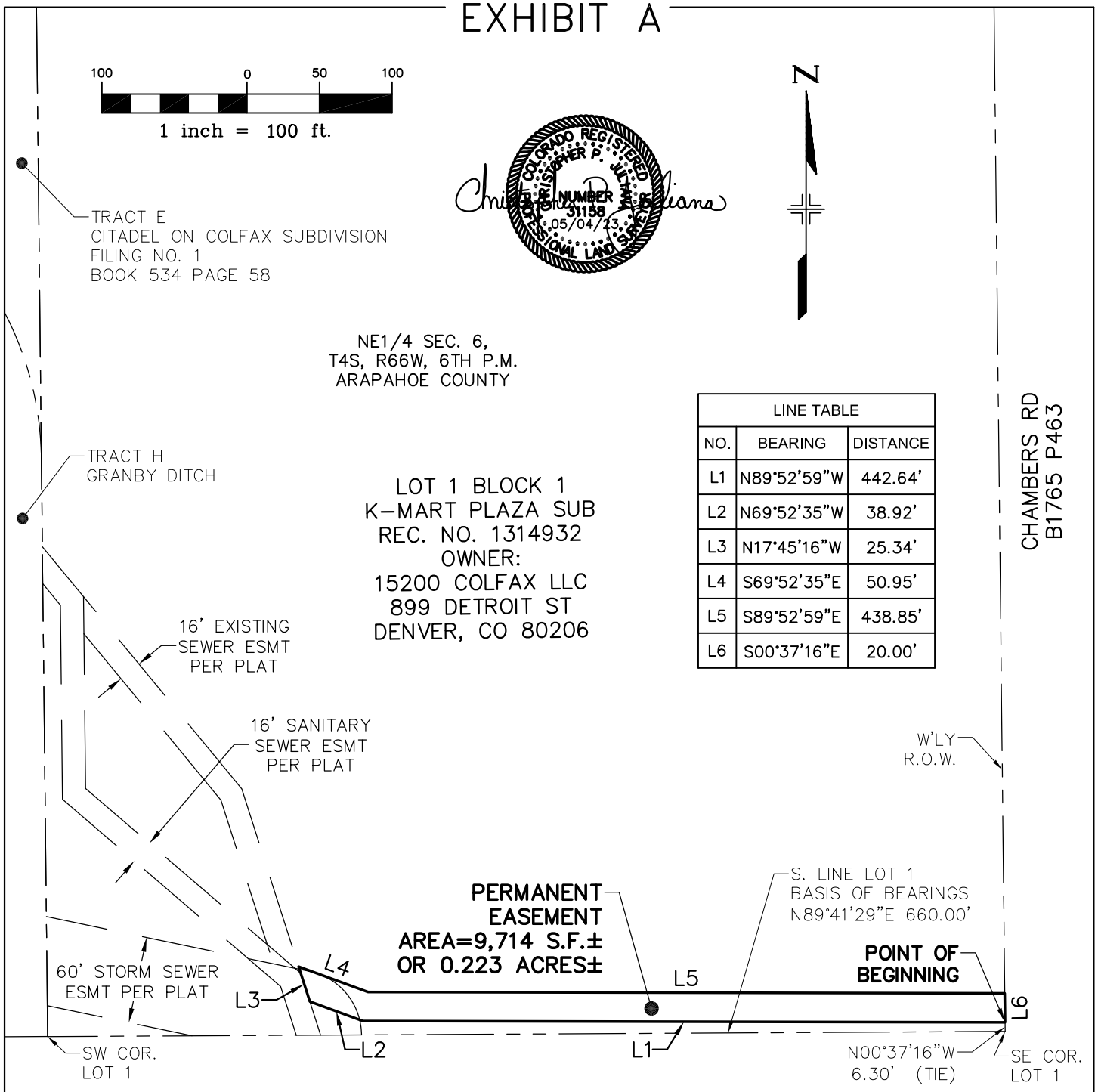
Perimeter: 202.882'	Area: 553.03Sq.Ft.
Error Closure: 0.000	Course: N26°37'28"W
Error North : 0.0001	East: -0.0001

Precision 1: 202,882,000.000

all good RNM 5-5-23

ILLUSTRATION FOR

EXHIBIT A



LINE TABLE		
NO.	BEARING	DISTANCE
L1	N89°52'59"W	442.64'
L2	N69°52'35"W	38.92'
L3	N17°45'16"W	25.34'
L4	S69°52'35"E	50.95'
L5	S89°52'59"E	438.85'
L6	S00°37'16"E	20.00'

BEARINGS ARE BASED ON THE SOUTH LINE OF LOT 1 BLOCK 1 K-MART PLAZA SUBDIVISION, BEING N89°41'29"E

THE ABOVE DESCRIBED PARCEL CONTAINS 9,714 SQUARE FEET (0.223 ACRES) MORE OR LESS.

This drawing does not represent a monumented survey. It is intended only to depict the attached legal description.

CITY OF AURORA, COLORADO

DRAWN BY:	SCALE:	R.O.W. FILE NUMBER
JB	1" = 100'	
CHECKED BY:	DATE:	JOB NUMBER:
JN	05-04-23	R13320

A PERMANENT EASEMENT SITUATED IN THE NE 1/4 OF SECTION 6, T4S, R66W OF THE 6th P.M., CITY OF AURORA, COUNTY OF ARAPAHOE, STATE OF COLORADO

all good RNM 5-5-23

EXHIBIT "A"

LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 4 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ARAPAHOE, STATE OF COLORADO, ALSO BEING A PORTION OF LOT 1, BLOCK 1, K-MART PLAZA SUBDIVISION, FILED AT RECEPTION NO. 1314932 IN THE ARAPAHOE COUNTY CLERK AND RECORDER'S OFFICE, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

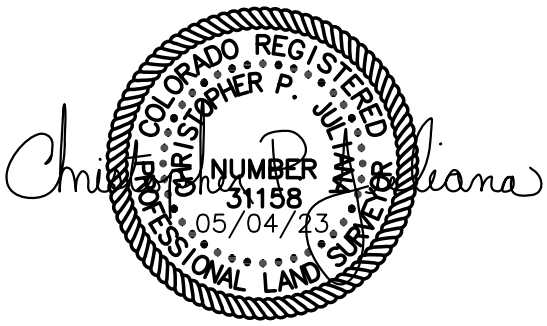
BASIS OF BEARING OF THIS DESCRIPTION IS ALONG THE SOUTH LINE OF SAID LOT 1, ASSUMED TO BEAR N89°41'29"E A DISTANCE OF 660.00 FEET FROM THE SOUTHWEST CORNER OF SAID LOT 1 TO THE SOUTHEAST CORNER OF SAID LOT 1;

BEGINNING AT A POINT ON THE WESTERLY RIGHT-OF-WAY OF CHAMBERS ROAD, SAID POINT BEARS N00°37'16"W A DISTANCE OF 6.30 FEET FROM SAID SOUTHEAST CORNER;

THENCE N89°52'59"W A DISTANCE OF 442.64 FEET; THENCE N69°52'35"W A DISTANCE OF 38.92 FEET; THENCE N17°45'16"W A DISTANCE OF 25.34 FEET; THENCE S69°52'35"E A DISTANCE OF 50.95 FEET; THENCE S89°52'59E A DISTANCE OF 438.85 FEET TO SAID WESTERLY RIGHT-OF-WAY; THENCE S00°37'16"E ALONG SAID WESTERLY RIGHT-OF-WAY A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING, WHENCE SAID SOUTHWEST CORNER BEARS S89°08'41"W A DISTANCE OF 660.00 FEET.

SAID PARCEL CONTAINS 9,714 SQUARE FEET OR 0.223 ACRES, MORE OR LESS.
ALL LINEAL DISTANCES ARE REPRESENTED IN U.S. SURVEY FEET.

I, THE UNDERSIGNED, A REGISTERED LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THIS EXHIBIT WAS PREPARED BY ME OR UNDER MY SUPERVISION AND IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE.



Parcel Map Check Report

Client:	**Prepared by:**
COA	Precision Survey & Mapping
HDR	

Date: 4/10/2023 9:10:16 AM

Parcel Name: KMART PERM - PSM_Boundary : 1
Description:
Process segment order counterclockwise: False
Enable mapcheck across chord: False

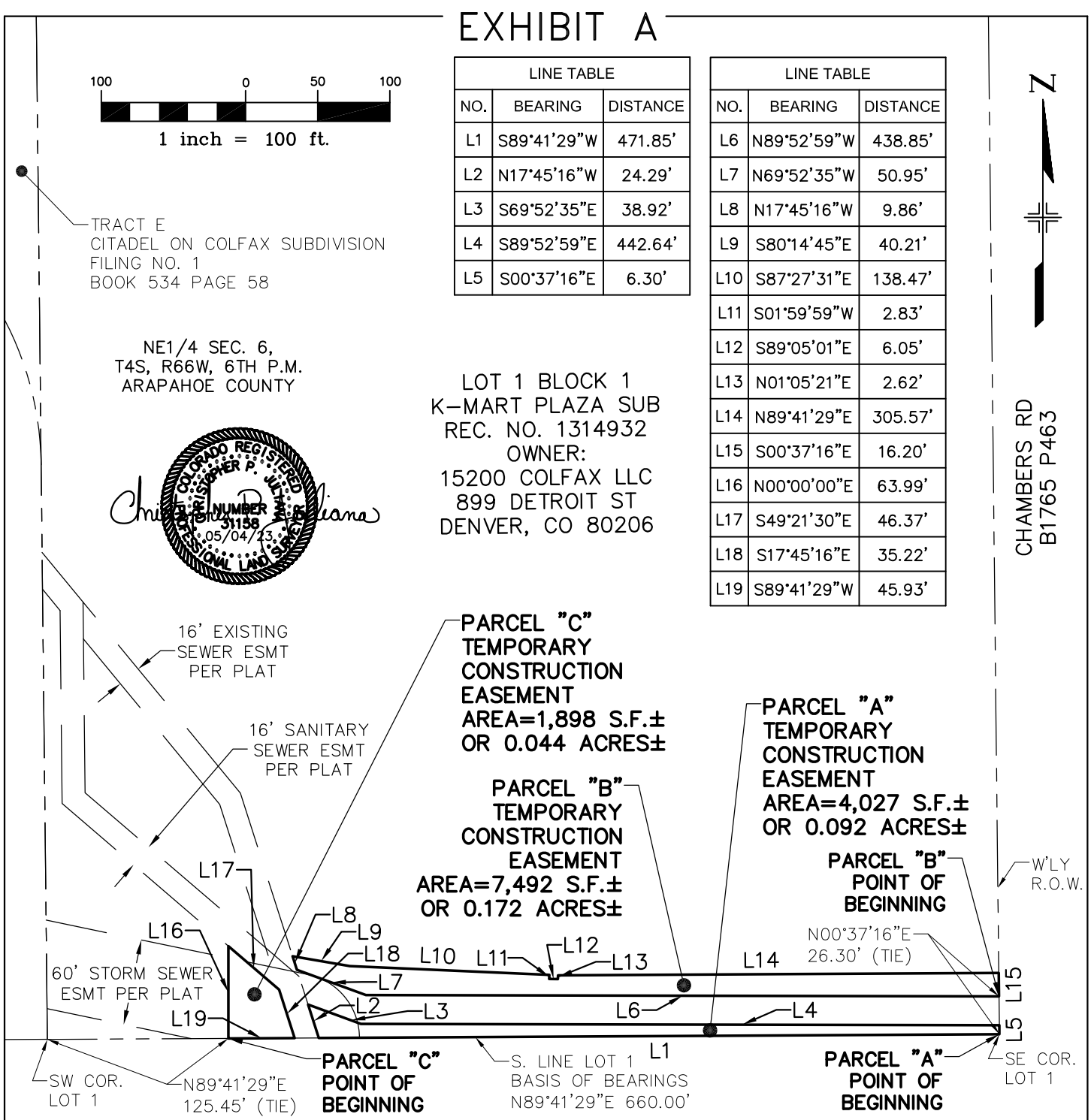
North:1,694,216.241'	East:3,193,986.532'
Segment# 1: Line	
Course: N89°52'59"W	Length: 442.639'
North: 1,694,217.144'	East: 3,193,543.893'
Segment# 2: Line	
Course: N69°52'35"W	Length: 38.923'
North: 1,694,230.535'	East: 3,193,507.347'
Segment# 3: Line	
Course: N17°45'16"W	Length: 25.338'
North: 1,694,254.667'	East: 3,193,499.620'
Segment# 4: Line	
Course: S69°52'35"E	Length: 50.953'
North: 1,694,237.136'	East: 3,193,547.463'
Segment# 5: Line	
Course: S89°52'59"E	Length: 438.854'
North: 1,694,236.241'	East: 3,193,986.316'
Segment# 6: Line	
Course: S0°37'16"E	Length: 20.002'
North: 1,694,216.240'	East: 3,193,986.532'
Perimeter: 1,016.709'	Area: 9,713.69Sq.Ft.
Error Closure: 0.001	Course: S49°34'03"E
Error North : -0.0008	East: 0.0009

Precision 1: 1,016,709.000

all good RNM 5-5-23

ILLUSTRATION FOR

EXHIBIT A



LINE TABLE		
NO.	BEARING	DISTANCE
L1	S89°41'29"W	471.85'
L2	N17°45'16"W	24.29'
L3	S69°52'35"E	38.92'
L4	S89°52'59"E	442.64'
L5	S00°37'16"E	6.30'

LINE TABLE		
NO.	BEARING	DISTANCE
L6	N89°52'59"W	438.85'
L7	N69°52'35"W	50.95'
L8	N17°45'16"W	9.86'
L9	S80°14'45"E	40.21'
L10	S87°27'31"E	138.47'
L11	S01°59'59"W	2.83'
L12	S89°05'01"E	6.05'
L13	N01°05'21"E	2.62'
L14	N89°41'29"E	305.57'
L15	S00°37'16"E	16.20'
L16	N00°00'00"E	63.99'
L17	S49°21'30"E	46.37'
L18	S17°45'16"E	35.22'
L19	S89°41'29"W	45.93'

BEARINGS ARE BASED ON THE SOUTH LINE OF LOT 1 BLOCK 1 K-MART PLAZA SUBDIVISION, BEING N89°41'29"E

THE ABOVE DESCRIBED PARCELS CONTAIN 13,417 SQUARE FEET (0.308 ACRES) MORE OR LESS.

This drawing does not represent a monumented survey. It is intended only to depict the attached legal description.

CITY OF AURORA, COLORADO

DRAWN BY:	SCALE:	R.O.W. FILE NUMBER
JB	1" = 100'	
CHECKED BY:	DATE:	JOB NUMBER:
JN	05-04-23	R13320

A TEMPORARY CONSTRUCTION EASEMENT SITUATED IN THE NE 1/4 OF SECTION 6, T4S, R66W OF THE 6th P.M., CITY OF AURORA, COUNTY OF ARAPAHOE, STATE OF COLORADO

all good RNM 5-5-23

EXHIBIT "A"

LEGAL DESCRIPTION:

THREE PARCELS OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 4 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ARAPAHOE, STATE OF COLORADO, ALSO BEING A PORTION OF LOT 1, BLOCK 1, K-MART PLAZA SUBDIVISION, FILED AT RECEPTION NO. 1314932 IN THE ARAPAHOE COUNTY CLERK AND RECORDER'S OFFICE, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARING OF THIS DESCRIPTION IS ALONG THE SOUTH LINE OF SAID LOT 1, ASSUMED TO BEAR N89°41'29"E A DISTANCE OF 660.00 FEET FROM THE SOUTHWEST CORNER OF SAID LOT 1 TO THE SOUTHEAST CORNER OF SAID LOT 1;

PARCEL "A"
BEGINNING AT SAID SOUTHEAST CORNER;

THENCE S89°41'29"W ALONG SAID SOUTH LINE A DISTANCE OF 471.85 FEET; THENCE N17°45'16"W A DISTANCE OF 24.29 FEET; THENCE S69°52'35"E A DISTANCE OF 38.92 FEET; THENCE S89°52'59"E A DISTANCE OF 442.64 FEET TO THE WESTERLY RIGHT-OF-WAY OF CHAMBERS ROAD; THENCE S00°37'16"E ALONG SAID WESTERLY RIGHT-OF-WAY A DISTANCE OF 6.30 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 4,027 SQUARE FEET OR 0.092 ACRES, MORE OR LESS.
ALL LINEAL DISTANCES ARE REPRESENTED IN U.S. SURVEY FEET.

PARCEL "B"
BEGINNING AT A POINT ON SAID WESTERLY RIGHT-OF-WAY, SAID POINT BEARS N00°37'16"W A DISTANCE OF 26.30 FEET FROM SAID SOUTHEAST CORNER;

THENCE N89°52'59"W A DISTANCE OF 438.85 FEET; THENCE N69°52'35"W A DISTANCE OF 50.95 FEET; THENCE N17°45'16"W A DISTANCE OF 9.86 FEET; THENCE S80°14'45"E A DISTANCE OF 40.21 FEET; THENCE S87°27'31"E A DISTANCE OF 138.47 FEET; THENCE S01°59'59"W A DISTANCE OF 2.83 FEET; THENCE S89°05'01"E A DISTANCE OF 6.05 FEET; THENCE N01°05'21"E A DISTANCE OF 2.62 FEET; THENCE N89°41'29"E A DISTANCE OF 305.57 FEET TO SAID WESTERLY RIGHT-OF-WAY; THENCE S00°37'16"E ALONG SAID WESTERLY RIGHT-OF-WAY A DISTANCE OF 16.20 FEET TO THE POINT OF BEGINNING, WHENCE SAID SOUTHWEST CORNER BEARS S87°24'33"W A DISTANCE OF 660.38 FEET.

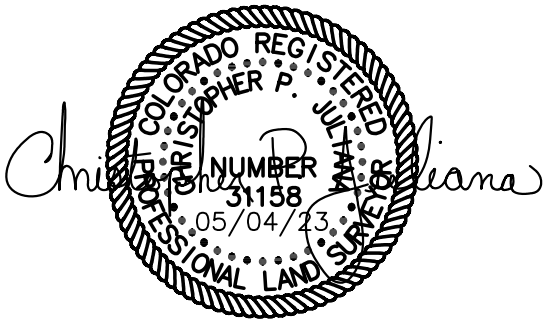
SAID PARCEL CONTAINS 7,492 SQUARE FEET OR 0.172 ACRES, MORE OR LESS.
ALL LINEAL DISTANCES ARE REPRESENTED IN U.S. SURVEY FEET.

PARCEL "C"
BEGINNING AT A POINT ON SAID SOUTH LINE, SAID POINT BEARS N89°41'29"E A DISTANCE OF 125.45 FEET FROM SAID SOUTHWEST CORNER;

THENCE N00°00'00"E A DISTANCE OF 63.99 FEET; THENCE S49°21'30"E A DISTANCE OF 46.37 FEET; THENCE S17°45'16"E A DISTANCE OF 35.22 FEET TO SAID SOUTH LINE; THENCE S89°41'29"E ALONG SAID SOUTH LINE A DISTANCE OF 45.93 FEET TO THE POINT OF BEGINNING, WHENCE SAID SOUTHEAST CORNER BEARS N89°41'29"E A DISTANCE OF 534.55 FEET;

SAID PARCEL CONTAINS 1,898 SQUARE FEET OR 0.044 ACRES, MORE OR LESS.
ALL LINEAL DISTANCES ARE REPRESENTED IN U.S. SURVEY FEET.

I, THE UNDERSIGNED, A REGISTERED LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THIS EXHIBIT WAS PREPARED BY ME OR UNDER MY SUPERVISION AND IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE.



Parcel Map Check Report

Client:
COA
HDR

Prepared by:
Precision Survey & Mapping

Date: 5/4/2023 2:25:07 PM

Parcel Name: KMART TEMP A - PSM_Boundary : 1
Description:
Process segment order counterclockwise: False
Enable mapcheck across chord: False

North:1,694,209.945' East:3,193,986.600'

Segment# 1: Line
Course: S89°41'29"W Length: 471.854'
North: 1,694,207.404' East: 3,193,514.753'

Segment# 2: Line
Course: N17°45'16"W Length: 24.288'
North: 1,694,230.535' East: 3,193,507.346'

Segment# 3: Line
Course: S69°52'35"E Length: 38.923'
North: 1,694,217.144' East: 3,193,543.893'

Segment# 4: Line
Course: S89°52'59"E Length: 442.639'
North: 1,694,216.240' East: 3,193,986.531'

Segment# 5: Line
Course: S0°37'16"E Length: 6.296'
North: 1,694,209.945' East: 3,193,986.599'

Perimeter: 984.000' Area: 4,027.11Sq.Ft.
Error Closure: 0.001 Course: S23°33'30"W
Error North : -0.0007 East: -0.0003

Precision 1: 984,000.000

Parcel Name: KMART TEMP B - PSM_Boundary : 1
Description:
Process segment order counterclockwise: False
Enable mapcheck across chord: False

North:1,694,236.241' East:3,193,986.315'

Segment# 1: Line
Course: N89°52'59"W Length: 438.854'
North: 1,694,237.137' East: 3,193,547.462'

Segment# 2: Line
Course: N69°52'35"W Length: 50.953'
North: 1,694,254.667' East: 3,193,499.619'

Segment# 3: Line
Course: N17°45'16"W Length: 9.857'
North: 1,694,264.055' East: 3,193,496.613'

Segment# 4: Line
Course: S80°14'45"E Length: 40.208'
North: 1,694,257.243' East: 3,193,536.240'

Segment# 5: Line
Course: S87°27'31"E Length: 138.469'
North: 1,694,251.103' East: 3,193,674.573'

Segment# 6: Line
Course: S1°59'59"W Length: 2.834'
North: 1,694,248.270' East: 3,193,674.474'

Segment# 7: Line
Course: S89°05'01"E Length: 6.046'
North: 1,694,248.174' East: 3,193,680.519'

Segment# 8: Line
Course: N1°05'21"E Length: 2.625'
North: 1,694,250.798' East: 3,193,680.569'

Segment# 9: Line
Course: N89°41'29"E Length: 305.574'
North: 1,694,252.444' East: 3,193,986.139'

Segment# 10: Line
Course: S0°37'16"E Length: 16.203'
North: 1,694,236.242' East: 3,193,986.314'

Perimeter: 1,011.623' Area: 7,492.21Sq.Ft.
Error Closure: 0.001 Course: N18°44'58"W
Error North : 0.0009 East: -0.0003

Precision 1: 1,011,623.000

Parcel Name: KMART TEMP C - PSM_Boundary : 1
Description:
Process segment order counterclockwise: False
Enable mapcheck across chord: False
North:1,694,207.066' East:3,193,452.054'

Segment# 1: Line
Course: N0°00'00"E Length: 63.995'
North: 1,694,271.061' East: 3,193,452.054'

Segment# 2: Line
Course: S49°21'30"E Length: 46.372'
North: 1,694,240.858' East: 3,193,487.241'

Segment# 3: Line
Course: S17°45'16"E Length: 35.222'
North: 1,694,207.313' East: 3,193,497.982'

Segment# 4: Line
Course: S89°41'29"W Length: 45.928'
North: 1,694,207.066' East: 3,193,452.054'

Perimeter: 191.516' Area: 1,897.51Sq.Ft.
Error Closure: 0.000 Course: S52°55'54"E
Error North : -0.0001 East: 0.0002

Precision 1: 191,517,000.000

all good RNM 5-5-23

ILLUSTRATION FOR

EXHIBIT A

OWNER:
VILLAGE INN PANCAKE
HOUSE C/O AMERICAN BLUE
RIBBON HOLDINGS LLC
REC. NO. 2007000052593

COLORADO REGISTERED
CHRISTOPHER P. [illegible]
NUMBER
31156
05/04/23
PROFESSIONAL LAND SURVEYOR

NW COR.
REC. NO.
2007000052597

S00°24'54"E
15.00'
(TIE)

POINT OF
BEGINNING

L1 L2 L3 L4 L5 L6

PERMANENT EASEMENT
AREA=1,076 S.F.±
OR 0.025 ACRES±

N. LINE
REC. NO.
2007000052597

LINE TABLE		
NO.	BEARING	DISTANCE
L1	N89°35'06"E	14.51'
L2	N44°10'24"E	21.06'
L3	N89°35'06"E	28.08'
L4	S44°10'24"W	49.15'
L5	S89°35'06"W	22.88'
L6	N00°24'54"W	20.00'

CHAMBERS RD
B1937 P179

SW1/4 SEC. 32,
T3S, R66W, 6TH P.M.
ADAMS COUNTY

W. LINE REC. NO.
2007000052597
BASIS OF BEARINGS
N00°24'54"W 224.08'

OWNER:
COMMERCE BANK ATTN
BANK ACCOUNTING
8000 FORSYTH BLVD STE 1300
SAINT LOUIS MO 63105
REC. NO. 2007000052597

N

E'LY
R.O.W.

SW COR.
REC. NO.
2007000052597

E COLFAX AVE
B186 P379

50 0 25 50

1 inch = 50 ft.

BEARINGS ARE BASED ON THE WEST LINE OF THE LOT DESCRIBED AT REC. NO. 2007000052597, BEING N00°24'54"W

THE ABOVE DESCRIBED PARCEL CONTAINS 1,076 SQUARE FEET (0.025 ACRES) MORE OR LESS.

This drawing does not represent a monumented survey. It is intended only to depict the attached legal description.

CITY OF AURORA, COLORADO

DRAWN BY:	SCALE:	R.O.W. FILE NUMBER
JB	1" = 50'	
CHECKED BY:	DATE:	JOB NUMBER:
JN	05-04-23	R13320

A PERMANENT EASEMENT SITUATED IN THE SW 1/4 OF SECTION 32, T3S, R66W OF THE 6th P.M., CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO

all good RNM 5-5-23

EXHIBIT "A"

LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, ALSO BEING A PORTION OF THE LANDS DESCRIBED AT RECEPTION NO. 2007000052597, FILED IN THE ADAMS COUNTY CLERK AND RECORDER'S OFFICE, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

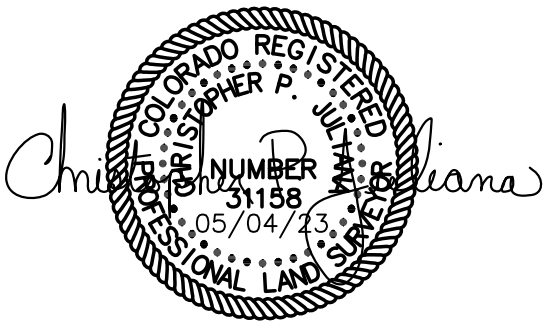
BASIS OF BEARING OF THIS DESCRIPTION IS ALONG THE WEST LINE OF SAID REC. NO., ASSUMED TO BEAR N00°24'54"W A DISTANCE OF 224.08 FEET FROM THE SOUTHWEST CORNER OF SAID LOT TO THE NORTHWEST CORNER OF SAID LOT;

BEGINNING AT A POINT ON THE EASTERLY RIGHT-OF-WAY OF CHAMBERS ROAD, SAID POINT BEARS S00°24'54"E A DISTANCE OF 15.00 FEET FROM SAID NORTHWEST CORNER;

THENCE N89°35'06"E A DISTANCE OF 14.51 FEET; THENCE N44°10'24"E A DISTANCE OF 21.06 FEET TO THE NORTH LINE OF SAID REC. NO.; THENCE N89°35'06"E ALONG SAID NORTH LINE A DISTANCE OF 28.08 FEET; THENCE S44°10'24"W A DISTANCE OF 49.15 FEET; THENCE S89°35'06W A DISTANCE OF 22.88 FEET TO SAID EASTERLY RIGHT-OF-WAY; THENCE N00°24'54"W ALONG SAID EASTERLY RIGHT-OF-WAY A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 1,076 SQUARE FEET OR 0.025 ACRES, MORE OR LESS.
ALL LINEAL DISTANCES ARE REPRESENTED IN U.S. SURVEY FEET.

I, THE UNDERSIGNED, A REGISTERED LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THIS EXHIBIT WAS PREPARED BY ME OR UNDER MY SUPERVISION AND IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE.



Parcel Map Check Report

Client:	**Prepared by:**
COA	Precision Survey & Mapping
HDR	

Date: 4/10/2023 9:29:38 AM

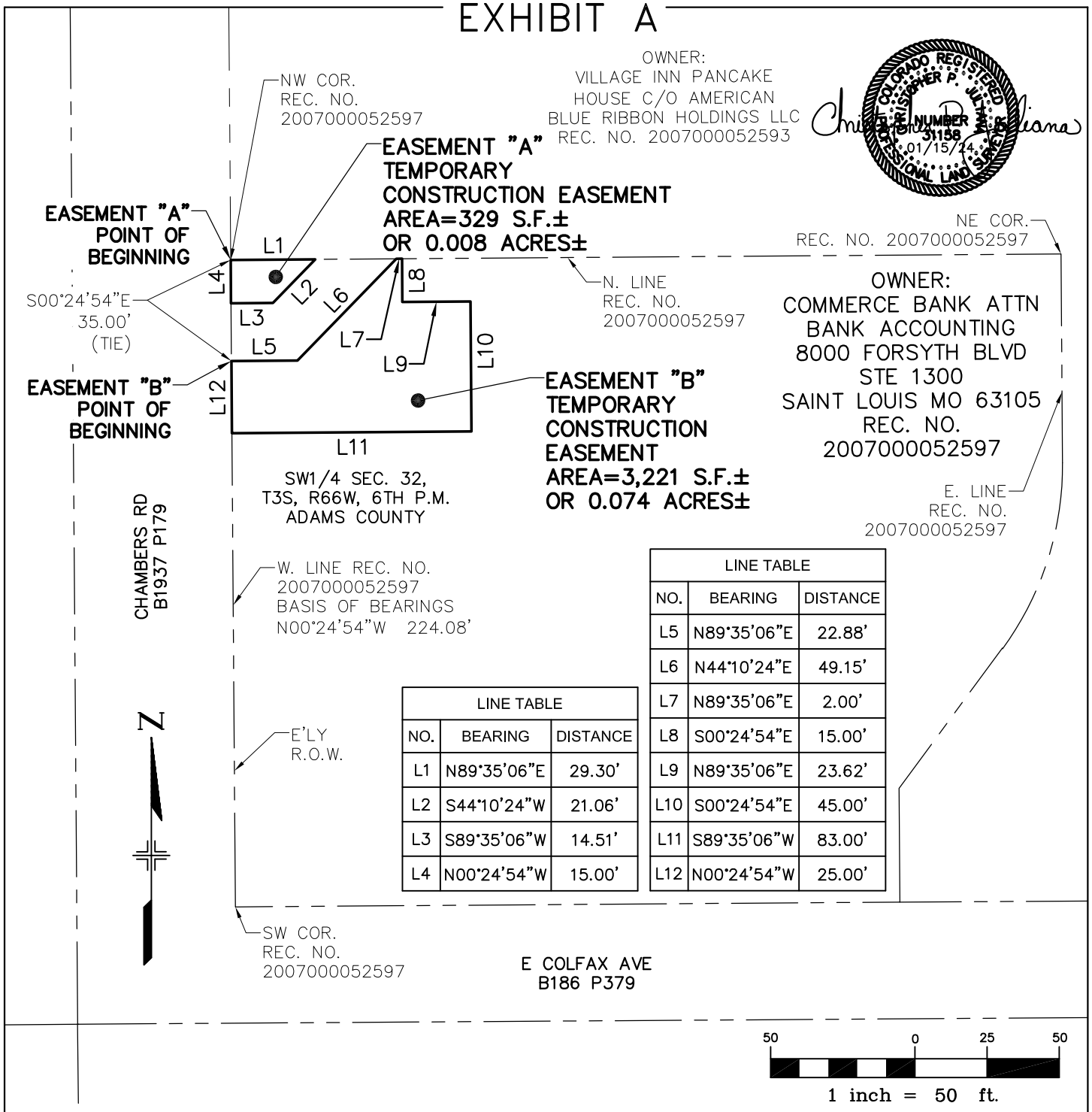
Parcel Name: COMMERCE BANK PERM - PSM_Boundary : 1
Description:
Process segment order counterclockwise: False
Enable mapcheck across chord: False

North:1,695,462.139'	East:3,194,083.926'
Segment# 1: Line	
Course: N89°35'06"E	Length: 14.514'
North: 1,695,462.244'	East: 3,194,098.440'
Segment# 2: Line	
Course: N44°10'24"E	Length: 21.062'
North: 1,695,477.351'	East: 3,194,113.117'
Segment# 3: Line	
Course: N89°35'06"E	Length: 28.083'
North: 1,695,477.554'	East: 3,194,141.199'
Segment# 4: Line	
Course: S44°10'24"W	Length: 49.146'
North: 1,695,442.305'	East: 3,194,106.952'
Segment# 5: Line	
Course: S89°35'06"W	Length: 22.883'
North: 1,695,442.139'	East: 3,194,084.070'
Segment# 6: Line	
Course: N0°24'54"W	Length: 20.000'
North: 1,695,462.139'	East: 3,194,083.925'
Perimeter: 155.689'	Area: 1,076.06Sq.Ft.
Error Closure: 0.001	Course: S64°41'06"W
Error North : -0.0006	East: -0.0012

Precision 1: 155,688.000

ILLUSTRATION FOR

EXHIBIT A



LINE TABLE		
NO.	BEARING	DISTANCE
L1	N89°35'06"E	29.30'
L2	S44°10'24"W	21.06'
L3	S89°35'06"W	14.51'
L4	N00°24'54"W	15.00'

LINE TABLE		
NO.	BEARING	DISTANCE
L5	N89°35'06"E	22.88'
L6	N44°10'24"E	49.15'
L7	N89°35'06"E	2.00'
L8	S00°24'54"E	15.00'
L9	N89°35'06"E	23.62'
L10	S00°24'54"E	45.00'
L11	S89°35'06"W	83.00'
L12	N00°24'54"W	25.00'

50 0 25 50

1 inch = 50 ft.

BEARINGS ARE BASED ON THE WEST LINE OF THE LOT DESCRIBED AT REC. NO. 2007000052597, BEING N00°24'54"W

THE ABOVE DESCRIBED PARCELS CONTAIN 3,550 SQUARE FEET (0.081 ACRES) MORE OR LESS.

This drawing does not represent a monumented survey. It is intended only to depict the attached legal description.

CITY OF AURORA, COLORADO

DRAWN BY:	SCALE:	R.O.W. FILE NUMBER
JB	1" = 50'	
CHECKED BY:	DATE:	JOB NUMBER:
JN	01-15-24	R13320

TWO PARCELS OF LAND SITUATED IN SW 1/4 OF SECTION 32, T3S, R66W OF THE 6th P.M., CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO

EXHIBIT "A"

LEGAL DESCRIPTION:

TWO PARCELS OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO, ALSO BEING A PORTION OF THE LANDS DESCRIBED AT RECEPTION NO. 2007000052597, FILED IN THE ADAMS COUNTY CLERK AND RECORDER'S OFFICE, SAID PARCELS OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARING OF THIS DESCRIPTION IS ALONG THE WEST LINE OF SAID REC. NO., ASSUMED TO BEAR N00°24'54"W A DISTANCE OF 224.08 FEET FROM THE SOUTHWEST CORNER OF SAID REC. NO. TO THE NORTHWEST CORNER OF SAID REC. NO.;

EASEMENT "A"
BEGINNING AT SAID NORTHWEST CORNER;

THENCE N89°35'06"E ALONG THE NORTH LINE OF SAID REC. NO. A DISTANCE OF 29.30 FEET; THENCE S44°10'24"W A DISTANCE OF 21.06 FEET; THENCE N89°35'06"W A DISTANCE OF 14.51 FEET TO THE EASTERLY RIGHT-OF-WAY OF CHAMBERS ROAD; THENCE N00°24'54"W ALONG SAID EASTERLY RIGHT-OF-WAY A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING.

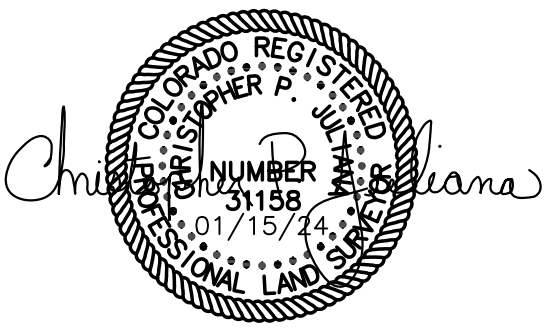
SAID PARCEL CONTAINS 329 SQUARE FEET OR 0.008 ACRES, MORE OR LESS.
ALL LINEAL DISTANCES ARE REPRESENTED IN U.S. SURVEY FEET.

EASEMENT "B"
BEGINNING AT A POINT ON SAID EASTERLY RIGHT-OF-WAY, SAID POINT BEARS S00°24'54"E A DISTANCE OF 35.00 FEET FROM SAID NORTHWEST CORNER;

THENCE N89°35'06"E A DISTANCE OF 22.88 FEET; THENCE N44°10'24"E A DISTANCE OF 49.15 FEET TO THE NORTH LINE OF SAID REC. NO.; THENCE N89°35'06"E ALONG SAID NORTH LINE A DISTANCE OF 2.00 FEET; THENCE S00°24'54"E A DISTANCE OF 15.00 FEET; THENCE N89°35'06E A DISTANCE OF 23.62 FEET; THENCE S00°24'54"E A DISTANCE OF 45.00 FEET; THENCE S89°35'06W A DISTANCE OF 83.00 FEET TO SAID EASTERLY RIGHT-OF-WAY; THENCE N00°24'54"W A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 3,221 SQUARE FEET OR 0.074 ACRES, MORE OR LESS.
ALL LINEAL DISTANCES ARE REPRESENTED IN U.S. SURVEY FEET.

I, THE UNDERSIGNED, A REGISTERED LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THIS EXHIBIT WAS PREPARED BY ME OR UNDER MY SUPERVISION AND IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE.



Parcel Map Check Report

Client:
Client
Client Company
Address 1
Date: 2/19/2024 8:22:01 AM

Prepared by:
Preparer
Your Company Name
123 Main Street

Parcel Name: COMMERCE BANK A - PSM_Boundary : 1
Description:
Process segment order counterclockwise: False
Enable mapcheck across chord: False

North:1,695,477.139'	East:3,194,083.818'
Segment# 1: Line	
Course: N89°35'06"E	Length: 29.300'
North: 1,695,477.351'	East: 3,194,113.117'
Segment# 2: Line	
Course: S44°10'24"W	Length: 21.062'
North: 1,695,462.245'	East: 3,194,098.440'
Segment# 3: Line	
Course: S89°35'06"W	Length: 14.514'
North: 1,695,462.140'	East: 3,194,083.927'
Segment# 4: Line	
Course: N0°24'54"W	Length: 15.000'
North: 1,695,477.139'	East: 3,194,083.818'
Perimeter: 79.877'	Area: 328.61Sq.Ft.
Error Closure: 0.000	Course: N45°31'46"E
Error North : 0.0003	East: 0.0003

Precision 1: 79,876,000.000

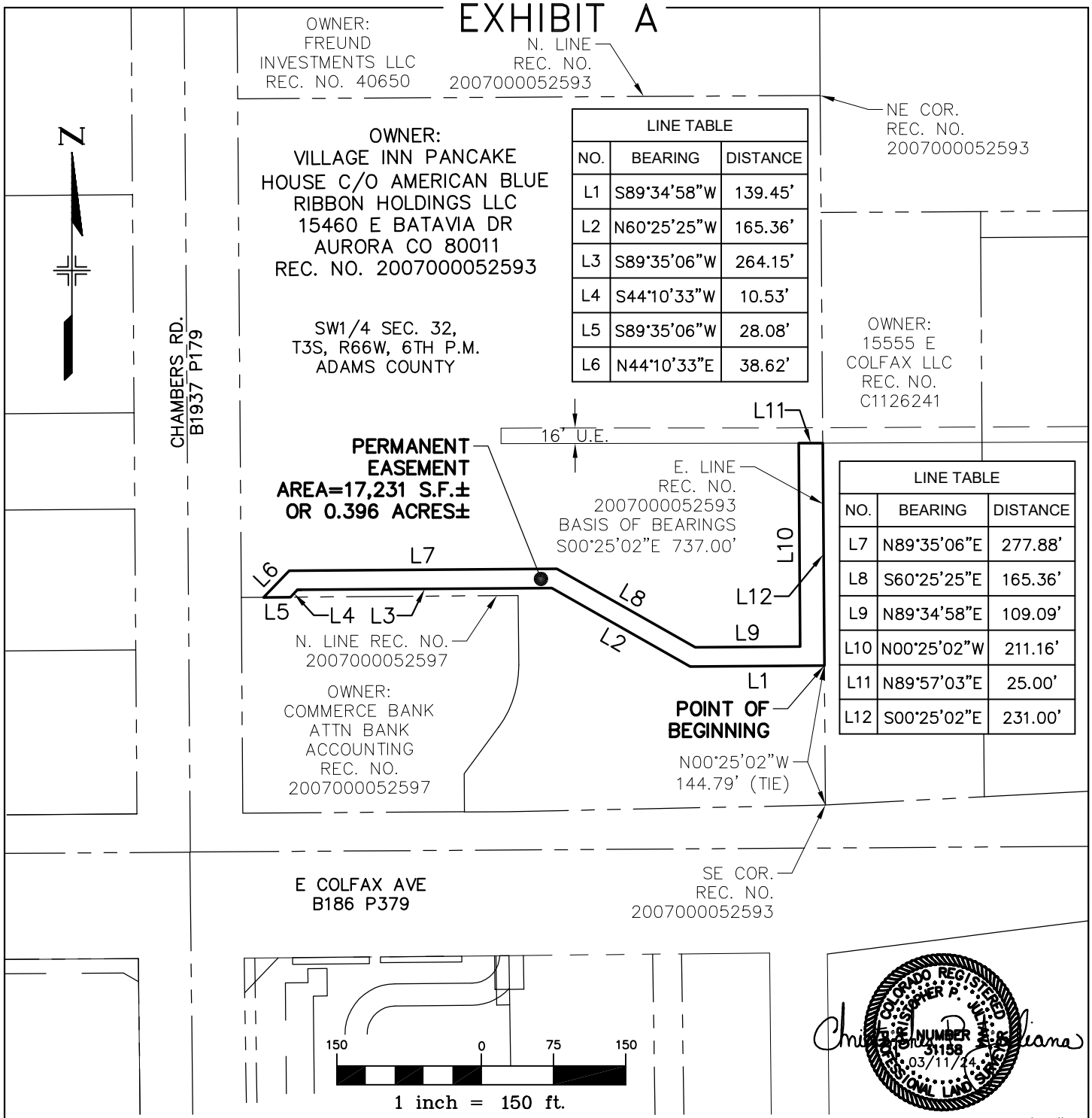
Parcel Name: COMMERCE BANK B - PSM_Boundary : 1
Description:
Process segment order counterclockwise: False
Enable mapcheck across chord: False

North:1,695,477.569'	East:3,194,143.200'
Segment# 1: Line	
Course: S0°24'54"E	Length: 15.000'
North: 1,695,462.569'	East: 3,194,143.308'
Segment# 2: Line	
Course: N89°35'06"E	Length: 23.616'
North: 1,695,462.740'	East: 3,194,166.924'
Segment# 3: Line	
Course: S0°24'54"E	Length: 45.000'
North: 1,695,417.742'	East: 3,194,167.250'
Segment# 4: Line	
Course: S89°35'06"W	Length: 83.000'
North: 1,695,417.140'	East: 3,194,084.252'
Segment# 5: Line	
Course: N0°24'54"W	Length: 25.000'
North: 1,695,442.140'	East: 3,194,084.071'
Segment# 6: Line	
Course: N89°35'06"E	Length: 22.883'
North: 1,695,442.306'	East: 3,194,106.953'
Segment# 7: Line	
Course: N44°10'24"E	Length: 49.146'
North: 1,695,477.555'	East: 3,194,141.200'
Segment# 8: Line	
Course: N89°35'06"E	Length: 2.000'
North: 1,695,477.569'	East: 3,194,143.200'
Perimeter: 265.645'	Area: 3,221.09Sq.Ft.
Error Closure: 0.000	Course: N23°55'02"W
Error North : 0.0003	East: -0.0001

Precision 1: 265,645,000.000

ILLUSTRATION FOR

EXHIBIT A



LINE TABLE		
NO.	BEARING	DISTANCE
L1	S89°34'58"W	139.45'
L2	N60°25'25"W	165.36'
L3	S89°35'06"W	264.15'
L4	S44°10'33"W	10.53'
L5	S89°35'06"W	28.08'
L6	N44°10'33"E	38.62'

LINE TABLE		
NO.	BEARING	DISTANCE
L7	N89°35'06"E	277.88'
L8	S60°25'25"E	165.36'
L9	N89°34'58"E	109.09'
L10	N00°25'02"W	211.16'
L11	N89°57'03"E	25.00'
L12	S00°25'02"E	231.00'

BEARINGS ARE BASED ON THE EAST LINE OF THE LOT DESCRIBED AT REC. NO. 2007000052593, BEING S00°25'02"E.

THE ABOVE DESCRIBED PARCEL CONTAINS 17,231 SQUARE FEET (0.396 ACRES) MORE OR LESS.

This drawing does not represent a monumented survey. It is intended only to depict the attached legal description.

CITY OF AURORA, COLORADO

DRAWN BY:	SCALE:	R.O.W. FILE NUMBER
JB	1" = 150'	
CHECKED BY:	DATE:	JOB NUMBER:
JN	03-11-24	R13320

A PARCEL OF LAND SITUATED IN THE SW 1/4 OF SECTION 32, T3S, R66W OF THE 6th P.M., CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO

EXHIBIT "A"

LEGAL DESCRIPTION:

TWO PARCELS OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO, ALSO BEING A PORTION OF THE LANDS DESCRIBED AT RECEPTION NO. 2007000052593 IN THE ADAMS COUNTY CLERK AND RECORDER'S OFFICE, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

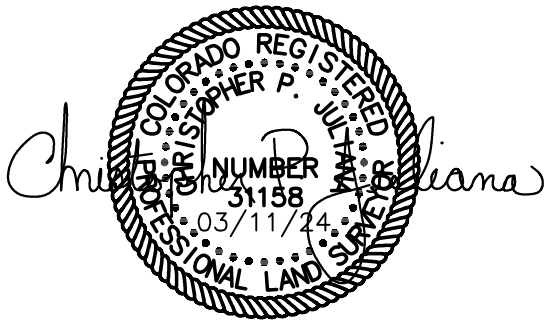
BASIS OF BEARING OF THIS DESCRIPTION IS ALONG THE EAST LINE OF SAID REC. NO., ASSUMED TO BEAR S00°25'02"E A DISTANCE OF 737.00 FEET FROM THE NORTHEAST CORNER OF SAID REC. NO. TO THE SOUTHEAST CORNER OF SAID REC. NO.;

BEGINNING AT A POINT ON SAID EAST LINE, SAID POINT BEARS N00°25'02"W A DISTANCE OF 144.79 FEET FROM SAID SOUTHEAST CORNER;

THENCE S89°34'58"W A DISTANCE OF 139.45 FEET; THENCE N60°25'25"W A DISTANCE OF 165.36 FEET; THENCE S89°35'06"W A DISTANCE OF 264.15 FEET; THENCE S44°10'33"W A DISTANCE OF 10.53 FEET TO THE NORTH LINE OF RECEPTION NO. 2007000052597; THENCE S89°35'06"W ALONG SAID NORTH LINE A DISTANCE OF 28.08 FEET; THENCE N44°10'33"E A DISTANCE OF 38.62 FEET; THENCE N89°35'06"E A DISTANCE OF 277.88 FEET; THENCE S60°25'25"E A DISTANCE OF 165.36 FEET; THENCE N89°34'58"E A DISTANCE OF 109.09 FEET; THENCE N00°25'02"W A DISTANCE OF 211.16 FEET; THENCE N89°57'03"E A DISTANCE OF 25.00 FEET TO SAID EAST LINE; THENCE S00°25'02"E ALONG SAID EAST LINE A DISTANCE OF 231.00 FEET TO THE POINT OF BEGINNING, WHENCE SAID NORTHEAST CORNER BEARS N00°25'02"W A DISTANCE OF 592.21 FEET.

SAID PARCEL CONTAINS 17,231 SQUARE FEET OR 0.396 ACRES, MORE OR LESS.
ALL LINEAL DISTANCES ARE REPRESENTED IN U.S. SURVEY FEET.

I, THE UNDERSIGNED, A REGISTERED LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THIS EXHIBIT WAS PREPARED BY ME OR UNDER MY SUPERVISION AND IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE.



Parcel Map Check Report

Client:
Client
Client Company
Address 1
Date: 3/11/2024 7:58:22 AM

Prepared by:
Preparer
Your Company Name
123 Main Street

Parcel Name: VILLAGE INN PE - PSM_Boundary : 1
Description:
Process segment order counterclockwise: False
Enable mapcheck across chord: False

North:1,695,637.365' East:3,194,687.966'

Segment# 1: Line
Course: S0°25'02"E Length: 231.000'
North: 1,695,406.372' East: 3,194,689.648'

Segment# 2: Line
Course: S89°34'58"W Length: 139.447'
North: 1,695,405.356' East: 3,194,550.204'

Segment# 3: Line
Course: N60°25'25"W Length: 165.360'
North: 1,695,486.975' East: 3,194,406.391'

Segment# 4: Line
Course: S89°35'06"W Length: 264.151'
North: 1,695,485.062' East: 3,194,142.247'

Segment# 5: Line
Course: S44°10'33"W Length: 10.532'
North: 1,695,477.508' East: 3,194,134.908'

Segment# 6: Line
Course: S89°35'06"W Length: 28.084'
North: 1,695,477.305' East: 3,194,106.824'

Segment# 7: Line
Course: N44°10'33"E Length: 38.616'
North: 1,695,505.000' East: 3,194,133.735'

Segment# 8: Line
Course: N89°35'06"E Length: 277.876'
North: 1,695,507.013' East: 3,194,411.603'

Segment# 9: Line
Course: S60°25'25"E Length: 165.359'
North: 1,695,425.395' East: 3,194,555.416'

Segment# 10: Line
Course: N89°34'58"E Length: 109.089'
North: 1,695,426.189' East: 3,194,664.502'

Segment# 11: Line
Course: N0°25'02"W Length: 211.161'
North: 1,695,637.344' East: 3,194,662.964'

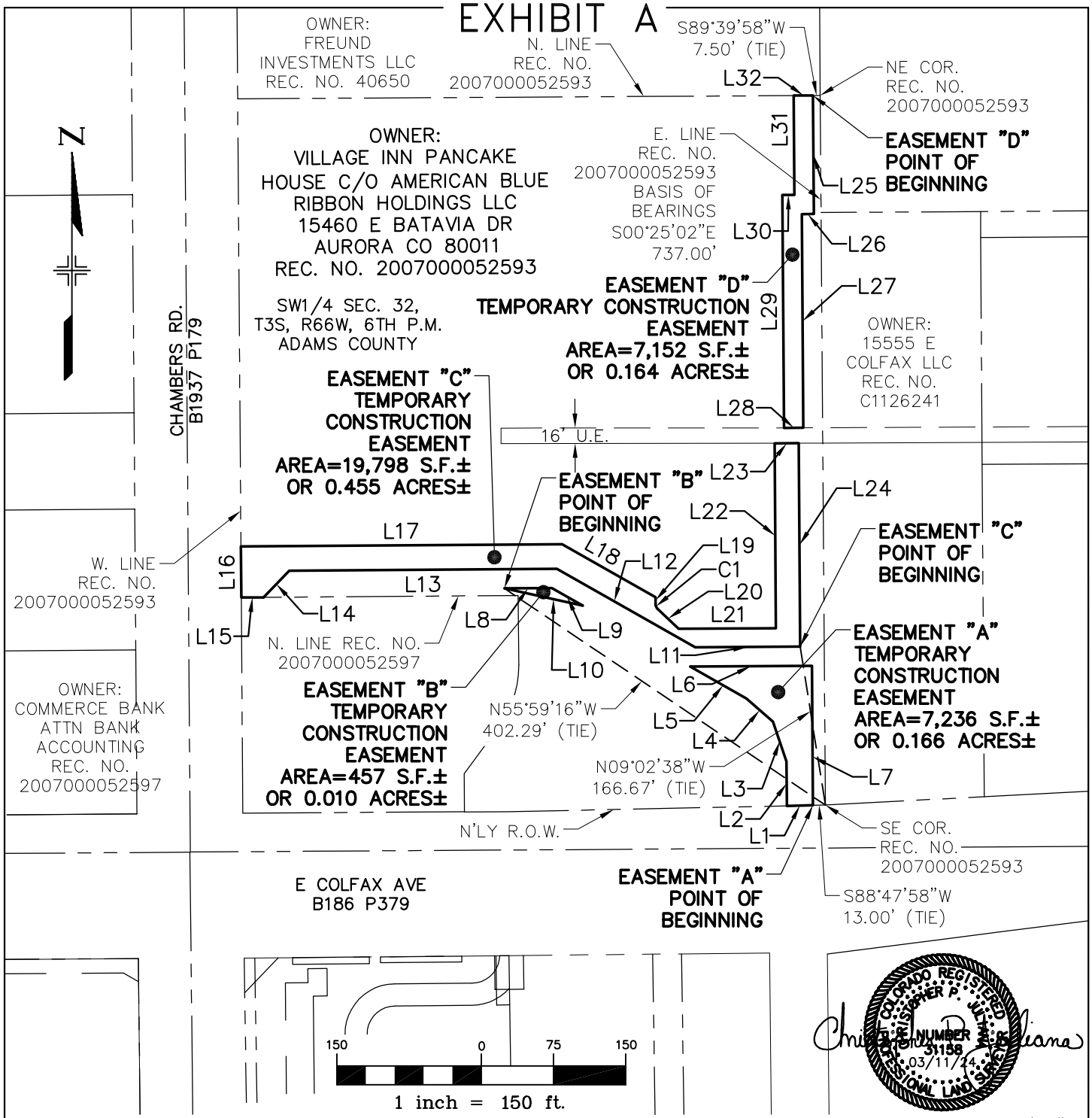
Segment# 12: Line
Course: N89°57'03"E Length: 25.001'
North: 1,695,637.366' East: 3,194,687.965'

Perimeter: 1,665.677' Area: 17,231.32Sq.Ft.
Error Closure: 0.001 Course: N54°48'12"W
Error North : 0.0004 East: -0.0005

Precision 1: 1,665,676.000

ILLUSTRATION FOR

EXHIBIT A



BEARINGS ARE BASED ON THE EAST LINE OF THE LOT DESCRIBED AT REC. NO. 2007000052593, BEING S00°25'02"E.

THE ABOVE DESCRIBED PARCELS CONTAINS 34,643 SQUARE FEET (0.795 ACRES) MORE OR LESS.

This drawing does not represent a monumented survey. It is intended only to depict the attached legal description.

COLORADO REGISTERED
CHRISTOPHER P. JULIANA
NUMBER 31158
03/11/24
PROFESSIONAL LAND SURVEYOR

CITY OF AURORA, COLORADO

DRAWN BY:	SCALE:	R.O.W. FILE NUMBER
JB	1" = 150'	
CHECKED BY:	DATE:	JOB NUMBER:
JN	03-11-24	R13320

THREE PARCELS OF LAND SITUATED IN THE SW 1/4 OF SECTION 32, T3S, R66W OF THE 6th P.M., CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO

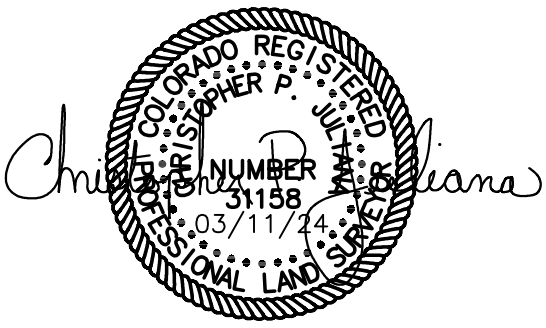
LINE TABLE FOR

EXHIBIT A

LINE TABLE		
NO.	BEARING	DISTANCE
L1	S88°47'58"W	27.00'
L2	N00°25'02"W	46.14'
L3	N18°58'33"W	43.71'
L4	N48°53'45"W	36.36'
L5	N60°25'25"W	67.33'
L6	N89°34'58"E	126.45'
L7	S00°25'02"E	144.97'
L8	N89°35'06"E	49.16'
L9	S60°25'25"E	37.18'
L10	N77°32'50"W	83.46'
L11	S89°34'58"W	109.09'
L12	N60°25'25"W	165.36'
L13	S89°35'06"W	277.88'
L14	S44°10'33"W	38.62'
L15	S89°35'06"W	23.01'
L16	N00°25'02"W	53.00'

NO.	BEARING	DISTANCE
L17	N89°35'06"E	333.78'
L18	S60°26'58"E	111.54'
L19	S00°05'03"E	6.91'
L20	S46°51'06"E	30.59'
L21	N89°49'17"E	101.07'
L22	N00°25'02"W	192.27'
L23	N89°57'03"E	25.00'
L24	S00°25'02"E	211.16'
L25	S00°25'02"E	123.14'
L26	S89°34'58"W	12.50'
L27	S00°25'02"E	221.96'
L28	S89°57'03"W	20.00'
L29	N00°25'02"W	241.89'
L30	N89°34'58"E	12.50'
L31	N00°25'02"W	103.11'
L32	N89°39'58"E	20.00'

CURVE TABLE					
NO.	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	5.36'	8.03'	38°16'01"	S19°13'03"E	5.27'



CITY OF AURORA, COLORADO

DRAWN BY:	SCALE:	R.O.W. FILE NUMBER
JB	1" = 150'	
CHECKED BY:	DATE:	JOB NUMBER:
JN	03-11-24	R13320

THREE PARCELS OF LAND SITUATED IN THE SW 1/4 OF SECTION 32, T3S, R66W OF THE 6th P.M., CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO

EXHIBIT "A"

LEGAL DESCRIPTION:

THREE PARCELS OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO, ALSO BEING A PORTION OF THE LANDS DESCRIBED AT RECEPTION NO. 2007000052593 IN THE ADAMS COUNTY CLERK AND RECORDER'S OFFICE, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARING OF THIS DESCRIPTION IS ALONG THE EAST LINE OF SAID REC. NO., ASSUMED TO BEAR S00°25'02"E A DISTANCE OF 737.00 FEET FROM THE NORTHEAST CORNER OF SAID REC. NO. TO THE SOUTHEAST CORNER OF SAID REC. NO.;

EASEMENT "A"
BEGINNING AT A POINT ON THE SOUTH LINE OF SAID RECEPTION NO. 2007000052593, SAID POINT BEARS S88°47'58"W A DISTANCE OF 13.00 FEET FROM SAID SOUTHEAST CORNER;

THENCE S88°47'58"W ALONG SAID SOUTH LINE A DISTANCE OF 27.00 FEET; THENCE N00°25'02"W A DISTANCE OF 46.14 FEET; THENCE N18°58'33"W A DISTANCE OF 43.71 FEET; THENCE N48°53'45"W A DISTANCE OF 36.36 FEET; THENCE N60°25'25"W A DISTANCE OF 67.33 FEET; THENCE N89°34'58"E A DISTANCE OF 126.45 FEET; THENCE S00°25'02"E A DISTANCE OF 144.97 FEET TO THE POINT OF BEGINNING, WHENCE SAID NORTHEAST CORNER BEARS N00°35'35"E A DISTANCE OF 737.29 FEET.

SAID PARCEL CONTAINS 7,236 SQUARE FEET OR 0.166 ACRES, MORE OR LESS.
ALL LINEAL DISTANCES ARE REPRESENTED IN U.S. SURVEY FEET.

EASEMENT "B"
BEGINNING AT A POINT WHICH BEARS N55°59'16"W A DISTANCE OF 402.29 FEET FROM SAID SOUTHEAST CORNER;

THENCE N89°35'06"E A DISTANCE OF 49.16 FEET; THENCE S60°25'25"E A DISTANCE OF 37.18 FEET; THENCE N77°32'50"W A DISTANCE OF 83.46 FEET TO THE POINT OF BEGINNING, WHENCE SAID NORTHEAST CORNER BEARS N32°39'19"E A DISTANCE OF 608.07 FEET.

SAID PARCEL CONTAINS 457 SQUARE FEET OR 0.010 ACRES, MORE OR LESS.
ALL LINEAL DISTANCES ARE REPRESENTED IN U.S. SURVEY FEET.

EASEMENT "C"
BEGINNING AT A POINT WHICH BEARS N09°02'38"W A DISTANCE OF 166.67 FEET FROM SAID SOUTHEAST CORNER;

THENCE S89°34'58"W A DISTANCE OF 109.09 FEET; THENCE N60°25'25"W A DISTANCE OF 165.36 FEET; THENCE S89°35'06"W A DISTANCE OF 277.88 FEET; THENCE S44°10'33"W A DISTANCE OF 38.62 FEET TO THE NORTH LINE OF RECEPTION NO. 2007000052597; THENCE S89°35'06"W ALONG SAID NORTH LINE A DISTANCE OF 23.01 FEET TO THE WEST LINE OF SAID RECEPTION NO. 2007000052593; THENCE N00°25'02"W ALONG SAID WEST LINE A DISTANCE OF 53.00 FEET; THENCE N89°35'06"E A DISTANCE OF 333.78 FEET; THENCE S60°26'58"E A DISTANCE OF 111.54 FEET; THENCE S00°05'03"E A DISTANCE OF 6.91 FEET; THENCE ALONG A CURVE TO THE LEFT, SAID CURVE HAVING AN ARC LENGTH OF 5.36 FEET, RADIUS 8.03 FEET, CENTRAL ANGLE 38°16'01", AND A CHORD WHICH BEARS S19°13'03"E A DISTANCE OF 5.27 FEET; THENCE S46°51'06"E A DISTANCE OF 30.59 FEET; THENCE N89°49'17"E A DISTANCE OF 101.07 FEET; THENCE N00°25'02"W A DISTANCE OF 192.27 FEET; THENCE N89°57'03"E A DISTANCE OF 25.00 FEET; THENCE S00°25'02"E A DISTANCE OF 211.16 FEET TO THE POINT OF BEGINNING. WHENCE SAID NORTHEAST CORNER BEARS N02°05'04"E A DISTANCE OF 572.76 FEET.

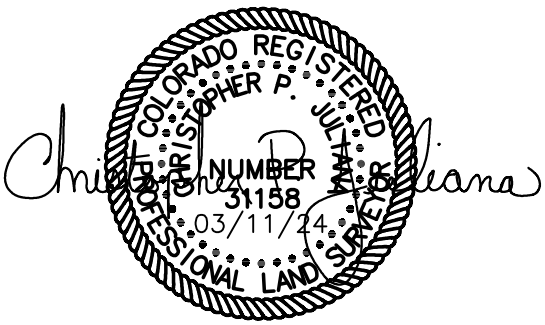
SAID PARCEL CONTAINS 19,798 SQUARE FEET OR 0.455 ACRES, MORE OR LESS.
ALL LINEAL DISTANCES ARE REPRESENTED IN U.S. SURVEY FEET.

EASEMENT "D"
BEGINNING AT A POINT ON THE NORTH LINE OF SAID RECEPTION NO. 2007000052593, SAID POINT BEARS S89°39'58"W A DISTANCE OF 7.50 FEET FROM SAID NORTHEAST CORNER;

THENCE S00°25'02"E A DISTANCE OF 123.14 FEET; THENCE S89°34'58"W 12.50 A DISTANCE OF FEET; THENCE S00°25'02"E A DISTANCE OF 221.96 FEET; THENCE S89°57'03"E A DISTANCE OF 20.00 FEET; THENCE N00°25'02"W A DISTANCE OF 241.89 FEET; THENCE N89°34'58"E A DISTANCE OF 12.50 FEET; THENCE N00°25'02"W A DISTANCE OF 103.11 FEET TO SAID NORTH LINE; THENCE N89°39'58"E ALONG SAID NORTH LINE A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING, WHENCE SAID SOUTHEAST CORNER BEARS S01°00'01"E A DISTANCE OF 737.05 FEET.

SAID PARCEL CONTAINS 7,152 SQUARE FEET OR 0.164 ACRES, MORE OR LESS.
ALL LINEAL DISTANCES ARE REPRESENTED IN U.S. SURVEY FEET.

I, THE UNDERSIGNED, A REGISTERED LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THIS EXHIBIT WAS PREPARED BY ME OR UNDER MY SUPERVISION AND IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE.



Parcel Map Check Report

Client:
Client
Client Company
Address 1
Date: 3/11/2024 7:56:28 AM

Prepared by:
Preparer
Your Company Name
123 Main Street

Parcel Name: VILLAGE INN TCE A - PSM_Boundary : 1
Description:
Process segment order counterclockwise: False
Enable mapcheck across chord: False

North:1,695,405.356'	East:3,194,550.204'
Segment# 1: Line	
Course: N89°34'58"E	Length: 126.447'
North: 1,695,406.277'	East: 3,194,676.648'
Segment# 2: Line	
Course: S0°25'02"E	Length: 144.965'
North: 1,695,261.316'	East: 3,194,677.703'
Segment# 3: Line	
Course: S88°47'58"W	Length: 27.003'
North: 1,695,260.750'	East: 3,194,650.706'
Segment# 4: Line	
Course: N0°25'02"W	Length: 46.138'
North: 1,695,306.887'	East: 3,194,650.370'
Segment# 5: Line	
Course: N18°58'33"W	Length: 43.708'
North: 1,695,348.220'	East: 3,194,636.158'
Segment# 6: Line	
Course: N48°53'45"W	Length: 36.358'
North: 1,695,372.122'	East: 3,194,608.762'
Segment# 7: Line	
Course: N60°25'25"W	Length: 67.332'
North: 1,695,405.356'	East: 3,194,550.203'
Perimeter: 491.950'	Area: 7,236.49Sq.Ft.
Error Closure: 0.001	Course: N82°35'41"W
Error North : 0.0001	East: -0.0011

Precision 1: 491,951.000

Parcel Name: VILLAGE INN TCE B - PSM_Boundary : 1
Description:
Process segment order counterclockwise: False
Enable mapcheck across chord: False

North:1,695,468.623'	East:3,194,438.728'
Segment# 1: Line	
Course: N77°32'50"W	Length: 83.458'
North: 1,695,486.620'	East: 3,194,357.233'
Segment# 2: Line	
Course: N89°35'06"E	Length: 49.159'
North: 1,695,486.976'	East: 3,194,406.391'
Segment# 3: Line	
Course: S60°25'25"E	Length: 37.182'
North: 1,695,468.623'	East: 3,194,438.728'
Perimeter: 169.798'	Area: 456.83Sq.Ft.
Error Closure: 0.000	Course: N70°02'21"E
Error North : 0.0001	East: 0.0003

Precision 1: 169,799,000.000

Parcel Name: VILLAGE INN TCE C - PSM_Boundary : 1
Description:
Process segment order counterclockwise: False
Enable mapcheck across chord: False

North:1,695,507.014' East:3,194,411.604'

Segment# 1: Line
Course: S89°35'06"W Length: 277.876'
North: 1,695,505.001' East: 3,194,133.735'

Segment# 2: Line
Course: S44°10'33"W Length: 38.616'
North: 1,695,477.305' East: 3,194,106.825'

Segment# 3: Line
Course: S89°35'06"W Length: 23.008'
North: 1,695,477.139' East: 3,194,083.817'

Segment# 4: Line
Course: N0°25'02"W Length: 53.000'
North: 1,695,530.137' East: 3,194,083.431'

Segment# 5: Line
Course: N89°35'06"E Length: 333.779'
North: 1,695,532.555' East: 3,194,417.202'

Segment# 6: Line
Course: S60°26'58"E Length: 111.539'
North: 1,695,477.545' East: 3,194,514.232'

Segment# 7: Line
Course: S0°05'03"E Length: 6.909'
North: 1,695,470.636' East: 3,194,514.242'

Segment# 8: Curve
Length: 5.364' Radius: 8.032'
Delta: 38°16'01" Tangent: 2.787'
Chord: 5.265' Course: S19°13'03"E
Course In: N89°54'57"E Course Out: S51°38'56"W
RP North: 1,695,470.648' East: 3,194,522.274'
End North: 1,695,465.664' East: 3,194,515.975'

Segment# 9: Line
Course: S46°51'06"E Length: 30.590'
North: 1,695,444.744' East: 3,194,538.293'

Segment# 10: Line
Course: N89°49'17"E Length: 101.072'
North: 1,695,445.059' East: 3,194,639.365'

Segment# 11: Line
Course: N0°25'02"W Length: 192.269'
North: 1,695,637.323' East: 3,194,637.965'

Segment# 12: Line
Course: N89°57'03"E Length: 25.001'
North: 1,695,637.344' East: 3,194,662.965'

Segment# 13: Line
Course: S0°25'02"E Length: 211.161'
North: 1,695,426.189' East: 3,194,664.503'

Segment# 14: Line
Course: S89°34'58"W Length: 109.089'
North: 1,695,425.395' East: 3,194,555.417'

Segment# 15: Line
Course: N60°25'25"W Length: 165.359'
North: 1,695,507.013' East: 3,194,411.605'

Perimeter: 1,684.634' Area: 19,798.06Sq.Ft.
Error Closure: 0.001 Course: S55°50'20"E
Error North : -0.0007 East: 0.0010

Precision 1: 1,684,632.000

Parcel Name: VILLAGE INN TCE D - PSM_Boundary : 1
Description:
Process segment order counterclockwise: False
Enable mapcheck across chord: False

North:1,695,653.348' East:3,194,667.849'

Segment# 1: Line
Course: S89°57'03"W Length: 20.000'
North: 1,695,653.331' East: 3,194,647.849'

Segment# 2: Line
Course: N0°25'02"W Length: 241.886'
North: 1,695,895.211' East: 3,194,646.087'

Segment# 3: Line
Course: N89°34'58"E Length: 12.500'
North: 1,695,895.302' East: 3,194,658.587'

Segment# 4: Line
Course: N0°25'02"W Length: 103.109'
North: 1,695,998.408' East: 3,194,657.836'

Segment# 5: Line
Course: N89°39'58"E Length: 20.000'
North: 1,695,998.524' East: 3,194,677.836'

Segment# 6: Line
Course: S0°25'02"E Length: 123.139'
North: 1,695,875.389' East: 3,194,678.733'

Segment# 7: Line
Course: S89°34'58"W Length: 12.500'
North: 1,695,875.298' East: 3,194,666.233'

Segment# 8: Line
Course: S0°25'02"E Length: 221.955'
North: 1,695,653.349' East: 3,194,667.849'

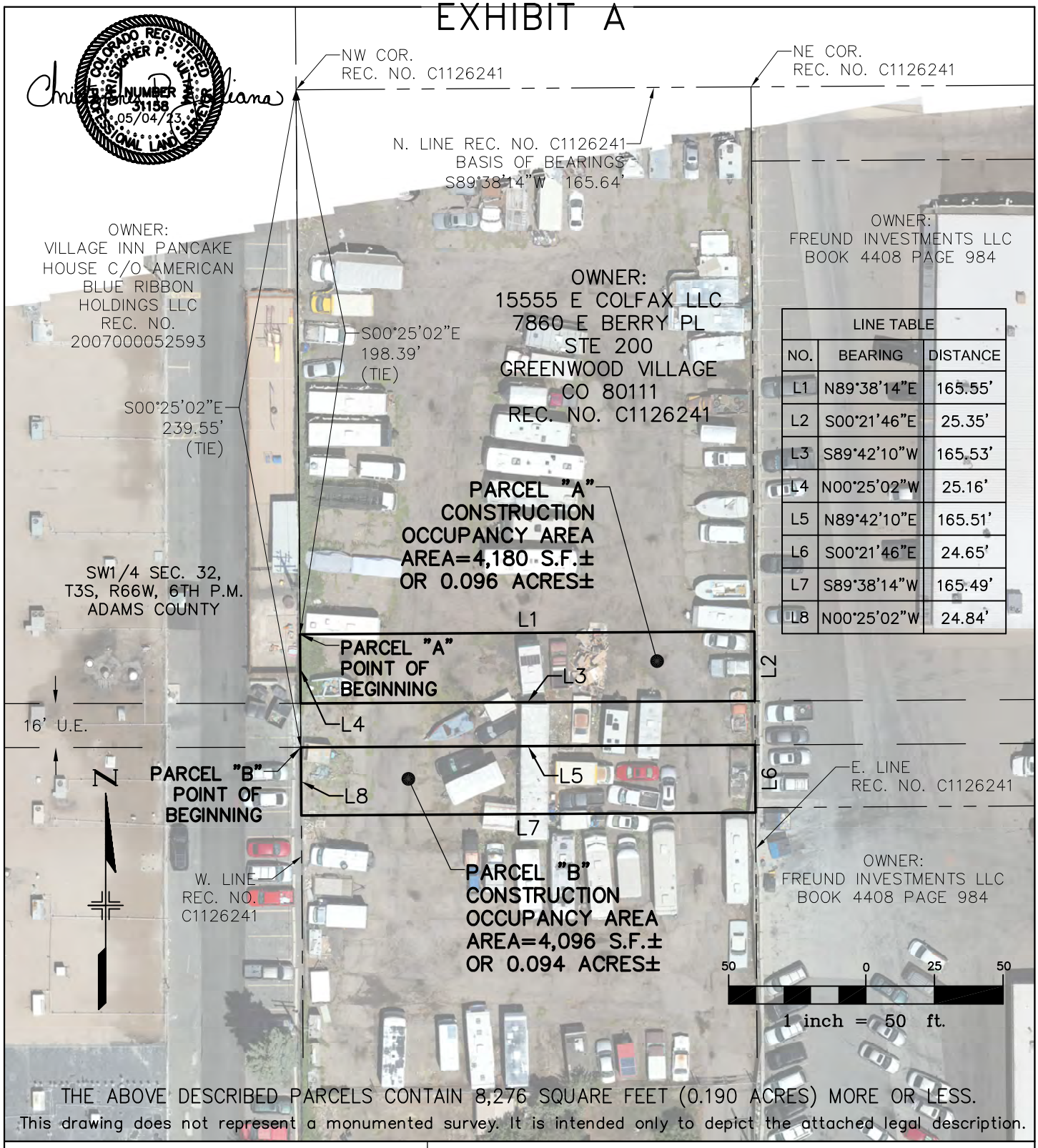
Perimeter: 755.090' Area: 7,151.64Sq.Ft.
Error Closure: 0.001 Course: N44°59'34"E
Error North : 0.0004 East: 0.0004

Precision 1: 755,089.000

all good RNM 5-8-23

ILLUSTRATION FOR

EXHIBIT A



LINE TABLE		
NO.	BEARING	DISTANCE
L1	N89°38'14"E	165.55'
L2	S00°21'46"E	25.35'
L3	S89°42'10"W	165.53'
L4	N00°25'02"W	25.16'
L5	N89°42'10"E	165.51'
L6	S00°21'46"E	24.65'
L7	S89°38'14"W	165.49'
L8	N00°25'02"W	24.84'

THE ABOVE DESCRIBED PARCELS CONTAIN 8,276 SQUARE FEET (0.190 ACRES) MORE OR LESS.

This drawing does not represent a monumented survey. It is intended only to depict the attached legal description.

CITY OF AURORA, COLORADO

DRAWN BY:	SCALE:	R.O.W. FILE NUMBER
JB	1" = 50'	
CHECKED BY:	DATE:	JOB NUMBER:
JN	05-04-23	R13320

A CONSTRUCTION OCCUPANCY AREA SITUATED IN THE SW 1/4 OF SECTION 32, T3S, R66W OF THE 6th P.M., CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO

all good RNM 5-8-23

EXHIBIT "A"

LEGAL DESCRIPTION:

TWO PARCELS OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, ALSO BEING A PORTION OF THE LANDS DESCRIBED AT RECEPTION NO. C1126241, FILED IN THE ADAMS COUNTY CLERK AND RECORDER'S OFFICE, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARING OF THIS DESCRIPTION IS ALONG THE NORTH LINE OF SAID REC. NO., ASSUMED TO BEAR S89°38'14"W A DISTANCE OF 165.64 FEET FROM THE NORTHEAST CORNER OF SAID REC. NO. TO THE NORTHWEST CORNER OF SAID REC. NO.;

PARCEL "A'
BEGINNING AT A POINT ON THE WEST LINE OF SAID REC. NO., SAID POINT BEARS S00°25'02"E A DISTANCE OF 198.39 FEET FROM SAID NORTHWEST CORNER;

THENCE N89°38'14"E A DISTANCE OF 165.55 FEET TO THE EAST LINE OF SAID REC. NO.; THENCE S00°21'46"E ALONG SAID EAST LINE A DISTANCE OF 25.35 FEET; THENCE S89°42'10"W A DISTANCE OF 165.53 FEET TO SAID WEST LINE; THENCE N00°25'02"W ALONG SAID WEST LINE A DISTANCE OF 25.16 FEET TO THE POINT OF BEGINNING, WHENCE SAID NORTHEAST CORNER BEARS N39°28'51"E A DISTANCE OF 258.39 FEET.

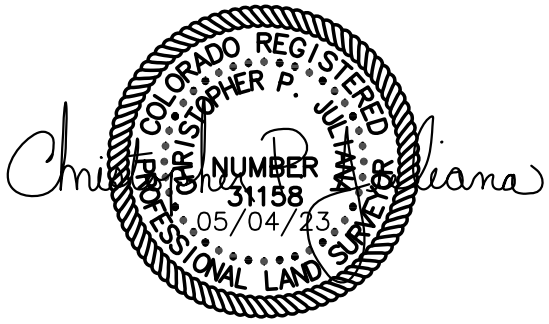
SAID PARCEL CONTAINS 4,180 SQUARE FEET OR 0.096 ACRES, MORE OR LESS.
ALL LINEAL DISTANCES ARE REPRESENTED IN U.S. SURVEY FEET.

PARCEL "B'
BEGINNING AT A POINT ON THE WEST LINE OF SAID REC. NO., SAID POINT BEARS S00°25'02"E A DISTANCE OF 239.55 FEET FROM SAID NORTHWEST CORNER;

THENCE N89°42'10"E A DISTANCE OF 165.51 FEET TO SAID EAST LINE; THENCE S00°21'46"E ALONG SAID EAST LINE A DISTANCE OF 24.65 FEET; THENCE S89°38'14"W A DISTANCE OF 165.49 FEET TO SAID WEST LINE; THENCE N00°25'02"W ALONG SAID WEST LINE A DISTANCE OF 24.84 FEET TO THE POINT OF BEGINNING, WHENCE SAID NORTHEAST CORNER BEARS N34°16'43"E A DISTANCE OF 291.17 FEET.

SAID PARCEL CONTAINS 4,096 SQUARE FEET OR 0.094 ACRES, MORE OR LESS.
ALL LINEAL DISTANCES ARE REPRESENTED IN U.S. SURVEY FEET.

I, THE UNDERSIGNED, A REGISTERED LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THIS EXHIBIT WAS PREPARED BY ME OR UNDER MY SUPERVISION AND IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE.



Parcel Map Check Report

Client:
COA
HDR

Prepared by:
Precision Survey & Mapping

Date: 5/4/2023 2:35:08 PM

Parcel Name: 15555 E COLFAX A - PSM_Boundary : 1
Description:
Process segment order counterclockwise: False
Enable mapcheck across chord: False

North:1,695,678.525'	East:3,194,687.666'
Segment# 1: Line	
Course: N89°38'14"E	Length: 165.549'
North: 1,695,679.573'	East: 3,194,853.212'
Segment# 2: Line	
Course: S0°21'46"E	Length: 25.348'
North: 1,695,654.226'	East: 3,194,853.372'
Segment# 3: Line	
Course: S89°42'10"W	Length: 165.526'
North: 1,695,653.367'	East: 3,194,687.848'
Segment# 4: Line	
Course: N0°25'02"W	Length: 25.158'
North: 1,695,678.524'	East: 3,194,687.665'
Perimeter: 381.582'	Area: 4,180.36Sq.Ft.
Error Closure: 0.001	Course: S51°38'26"W
Error North : -0.0006	East: -0.0008

Precision 1: 381,581.000

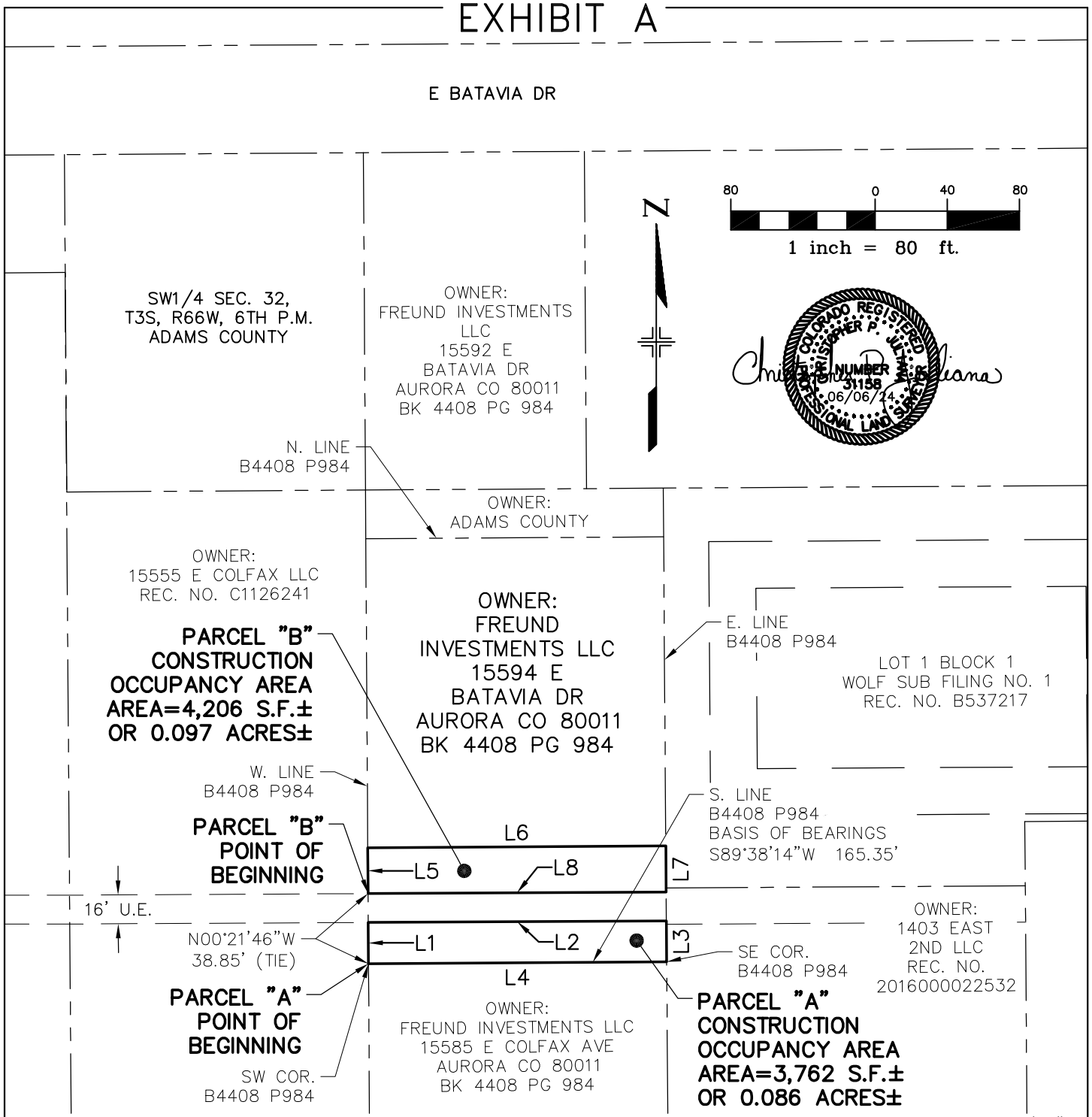
Parcel Name: 15555 E COLFAX B - PSM_Boundary : 1
Description:
Process segment order counterclockwise: False
Enable mapcheck across chord: False

North:1,695,637.368'	East:3,194,687.966'
Segment# 1: Line	
Course: N89°42'10"E	Length: 165.510'
North: 1,695,638.226'	East: 3,194,853.473'
Segment# 2: Line	
Course: S0°21'46"E	Length: 24.652'
North: 1,695,613.575'	East: 3,194,853.630'
Segment# 3: Line	
Course: S89°38'14"W	Length: 165.487'
North: 1,695,612.527'	East: 3,194,688.146'
Segment# 4: Line	
Course: N0°25'02"W	Length: 24.842'
North: 1,695,637.368'	East: 3,194,687.965'
Perimeter: 380.491'	Area: 4,095.55Sq.Ft.
Error Closure: 0.001	Course: N49°26'54"W
Error North : 0.0006	East: -0.0007

Precision 1: 380,491.000

ILLUSTRATION FOR

EXHIBIT A



BEARINGS ARE BASED ON THE SOUTH LINE OF THE LANDS DESCRIBED AT BOOK 4408 PAGE 984, BEING S89°38'14"W

THE ABOVE DESCRIBED PARCELS CONTAIN 7,968 SQUARE FEET (0.183 ACRES) MORE OR LESS.

This drawing does not represent a monumented survey. It is intended only to depict the attached legal description.

CITY OF AURORA, COLORADO

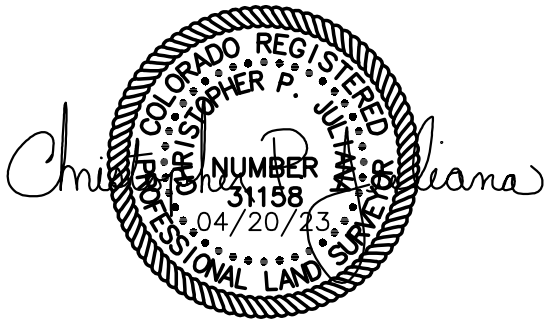
DRAWN BY:	SCALE:	R.O.W. FILE NUMBER
JB	1" = 80'	
CHECKED BY:	DATE:	JOB NUMBER:
JN	01-15-24	R13320

TWO PARCELS OF LAND SITUATED IN THE SW 1/4 OF SECTION 32, T3S, R66W OF THE 6th P.M., CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO

LINE TABLE FOR

EXHIBIT A

LINE TABLE		
NO.	BEARING	DISTANCE
L1	N00°21'46"W	22.85'
L2	N89°42'10"E	165.33'
L3	S00°24'56"E	22.66'
L4	S89°38'14"W	165.35'
L5	N00°21'46"W	25.35'
L6	N89°38'14"E	165.29'
L7	S00°24'56"E	25.54'
L8	S89°42'10"W	165.32'



BEARINGS ARE BASED ON THE SOUTH LINE OF THE LANDS DESCRIBED AT BOOK 4408 PAGE 984, BEING S89°38'14"W

THE ABOVE DESCRIBED PARCELS CONTAIN 13,110 SQUARE FEET (0.301 ACRES) MORE OR LESS.

This drawing does not represent a monumented survey. It is intended only to depict the attached legal description.

CITY OF AURORA, COLORADO

DRAWN BY:	SCALE:	R.O.W. FILE NUMBER
JB	1" = 80'	
CHECKED BY:	DATE:	JOB NUMBER:
JN	01-15-24	R13320

TWO PARCELS OF LAND SITUATED IN THE SW 1/4 OF SECTION 32, T3S, R66W OF THE 6th P.M., CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO

EXHIBIT "A"

LEGAL DESCRIPTION:

TWO PARCELS OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO, ALSO BEING A PORTION OF THE LANDS DESCRIBED AT BOOK 4408 PAGE 984, FILED IN THE ADAMS COUNTY CLERK AND RECORDER'S OFFICE, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARING OF THIS DESCRIPTION IS ALONG THE SOUTH LINE OF SAID BOOK AND PAGE, ASSUMED TO BEAR S89°38'14"W A DISTANCE OF 165.35 FEET FROM THE SOUTHEAST CORNER OF SAID BOOK AND PAGE TO THE SOUTHWEST CORNER OF SAID BOOK AND PAGE;

PARCEL "A"
BEGINNING AT SAID SOUTHWEST CORNER;

THENCE N00°21'46"W ALONG THE WEST LINE OF SAID BOOK AND PAGE A DISTANCE OF 22.85 FEET; THENCE N89°42'10"E A DISTANCE OF 165.33 FEET TO THE EAST LINE OF SAID BOOK AND PAGE; THENCE S00°24'56"E ALONG SAID EAST LINE A DISTANCE OF 22.66 FEET TO SAID SOUTHEAST CORNER; THENCE S89°38'14"W ALONG SAID SOUTH LINE A DISTANCE OF 165.35 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 3,762 SQUARE FEET OR 0.086 ACRES, MORE OR LESS.
ALL LINEAL DISTANCES ARE REPRESENTED IN U.S. SURVEY FEET.

PARCEL "B"
BEGINNING AT A POINT ON SAID WEST LINE, SAID POINT BEARS N00°21'46"W A DISTANCE OF 38.85 FROM SAID SOUTHWEST CORNER;

THENCE N00°21'46"W ALONG SAID WEST LINE A DISTANCE OF 25.35 FEET; THENCE N89°38'14"E A DISTANCE OF 165.29 FEET TO SAID EAST LINE; THENCE S00°24'56"E ALONG SAID EAST LINE A DISTANCE OF 25.54 FEET; THENCE S89°42'10"W A DISTANCE OF 165.32 FEET TO THE POINT OF BEGINNING, WHENCE SAID SOUTHEAST CORNER BEARS S77°07'25"E A DISTANCE OF 169.64 FEET.

SAID PARCEL CONTAINS 4,206 SQUARE FEET OR 0.097 ACRES, MORE OR LESS.
ALL LINEAL DISTANCES ARE REPRESENTED IN U.S. SURVEY FEET.

I, THE UNDERSIGNED, A REGISTERED LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THIS EXHIBIT WAS PREPARED BY ME OR UNDER MY SUPERVISION AND IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE.



Parcel Map Check Report

Client:	**Prepared by:**
Client	Preparer
Client Company	Your Company Name
Address 1	123 Main Street

Date: 6/6/2024 10:21:18 AM

Parcel Name: FREUND 594 A - PSM_Boundary : 1
Description:
Process segment order counterclockwise: False
Enable mapcheck across chord: False

North:1,695,638.226'	East:3,194,853.474'
Segment# 1: Line	
Course: N89°42'10"E	Length: 165.333'
North: 1,695,639.084'	East: 3,195,018.805'
Segment# 2: Line	
Course: S0°24'56"E	Length: 22.661'
North: 1,695,616.423'	East: 3,195,018.969'
Segment# 3: Line	
Course: S89°38'14"W	Length: 165.354'
North: 1,695,615.376'	East: 3,194,853.618'
Segment# 4: Line	
Course: N0°21'46"W	Length: 22.850'
North: 1,695,638.226'	East: 3,194,853.474'
Perimeter: 376.197'	Area: 3,762.44Sq.Ft.
Error Closure: 0.000	Course: S55°39'31"W
Error North : -0.0002	East: -0.0002

Precision 1: 376,198,000.000

Parcel Name: FREUND 594 B - PSM_Boundary : 1
Description:
Process segment order counterclockwise: False
Enable mapcheck across chord: False

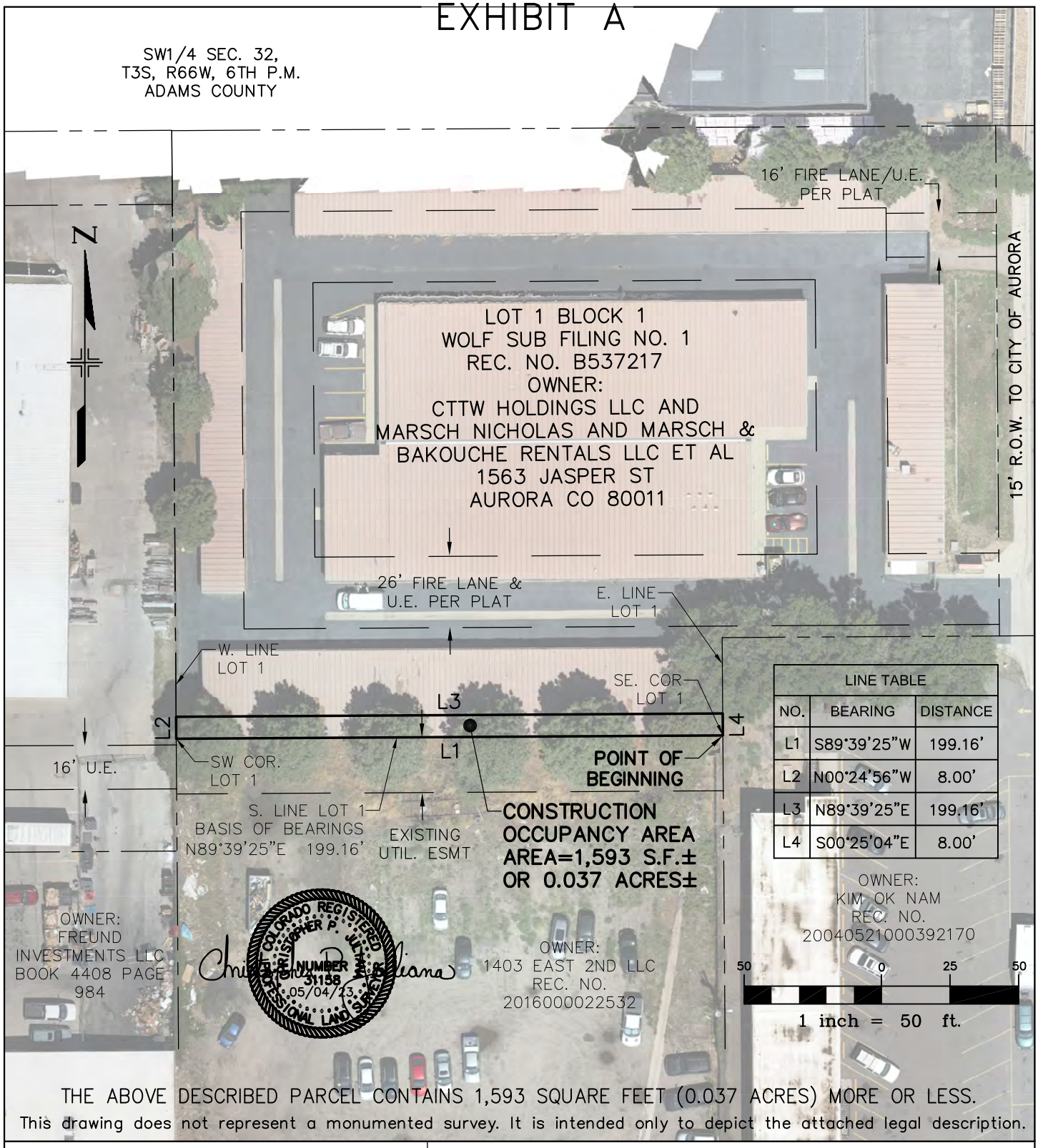
North:1,695,655.073'	East:3,195,018.689'
Segment# 1: Line	
Course: S89°42'10"W	Length: 165.318'
North: 1,695,654.215'	East: 3,194,853.373'
Segment# 2: Line	
Course: N0°21'46"W	Length: 25.348'
North: 1,695,679.563'	East: 3,194,853.212'
Segment# 3: Line	
Course: N89°38'14"E	Length: 165.295'
North: 1,695,680.609'	East: 3,195,018.504'
Segment# 4: Line	
Course: S0°24'56"E	Length: 25.538'
North: 1,695,655.072'	East: 3,195,018.689'
Perimeter: 381.499'	Area: 4,205.88Sq.Ft.
Error Closure: 0.001	Course: S37°22'27"E
Error North : -0.0008	East: 0.0006

Precision 1: 381,499.000

all good RNM 5-5-23

ILLUSTRATION FOR

EXHIBIT A



LINE TABLE		
NO.	BEARING	DISTANCE
L1	S89°39'25"W	199.16'
L2	N00°24'56"W	8.00'
L3	N89°39'25"E	199.16'
L4	S00°25'04"E	8.00'

THE ABOVE DESCRIBED PARCEL CONTAINS 1,593 SQUARE FEET (0.037 ACRES) MORE OR LESS.

This drawing does not represent a monumented survey. It is intended only to depict the attached legal description.

CITY OF AURORA, COLORADO

DRAWN BY:	SCALE:	R.O.W. FILE NUMBER
JB	1" = 50'	
CHECKED BY:	DATE:	JOB NUMBER:
JN	05-04-23	R13320

A CONSTRUCTION OCCUPANCY AREA SITUATED IN THE SW 1/4 OF SECTION 32, T3S, R66W OF THE 6th P.M., CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO

all good RNM 5-5-23

EXHIBIT "A"

LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, ALSO BEING A PORTION OF LOT 1 BLOCK 1, WOLF SUBDIVISION FILING NO. 1, FILED AT RECEPTION NO. B537217 IN THE ADAMS COUNTY CLERK AND RECORDER'S OFFICE, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

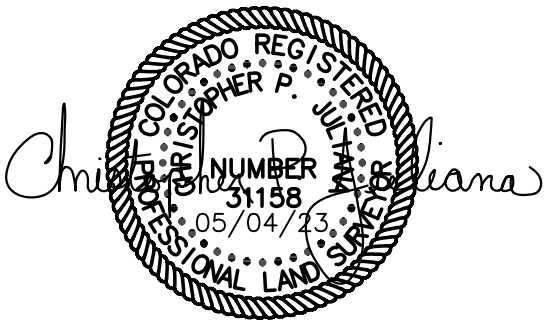
BASIS OF BEARING OF THIS DESCRIPTION IS ALONG THE SOUTH LINE OF SAID LOT 1, ASSUMED TO BEAR N89°39'25"E A DISTANCE OF 199.16 FEET FROM THE SOUTHWEST CORNER OF SAID LOT 1 TO THE SOUTHEAST CORNER OF SAID LOT 1;

BEGINNING AT SAID SOUTHEAST CORNER;

THENCE S89°39'25"W A DISTANCE OF 199.16 FEET TO SAID SOUTHWEST CORNER OF LOT 1; THENCE N00°24'56"W ALONG THE WEST LINE OF SAID LOT 1 A DISTANCE OF 8.00 FEET; THENCE N89°39'25"E A DISTANCE OF 199.16 FEET TO THE EAST LINE OF SAID LOT 1; THENCE S00°25'04"E ALONG SAID EAST LINE A DISTANCE OF 8.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 1,593 SQUARE FEET OR 0.037 ACRES, MORE OR LESS.
ALL LINEAL DISTANCES ARE REPRESENTED IN U.S. SURVEY FEET.

I, THE UNDERSIGNED, A REGISTERED LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THIS EXHIBIT WAS PREPARED BY ME OR UNDER MY SUPERVISION AND IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE.



Parcel Map Check Report

Client:	**Prepared by:**
COA	Precision Survey & Mapping
HDR	

Date: 4/7/2023 7:21:09 AM

Parcel Name: WOLF COA - PSM_Boundary : 1
Description:
Process segment order counterclockwise: False
Enable mapcheck across chord: False

North:1,695,658.558'	East:3,195,217.829'

Segment# 1: Line

Course: S89°39'25"W	Length: 199.160'
North: 1,695,657.366'	East: 3,195,018.672'

Segment# 2: Line

Course: N0°24'56"W	Length: 8.000'
North: 1,695,665.366'	East: 3,195,018.614'

Segment# 3: Line

Course: N89°39'25"E	Length: 199.160'
North: 1,695,666.558'	East: 3,195,217.770'

Segment# 4: Line

Course: S0°25'04"E	Length: 8.000'
North: 1,695,658.558'	East: 3,195,217.829'

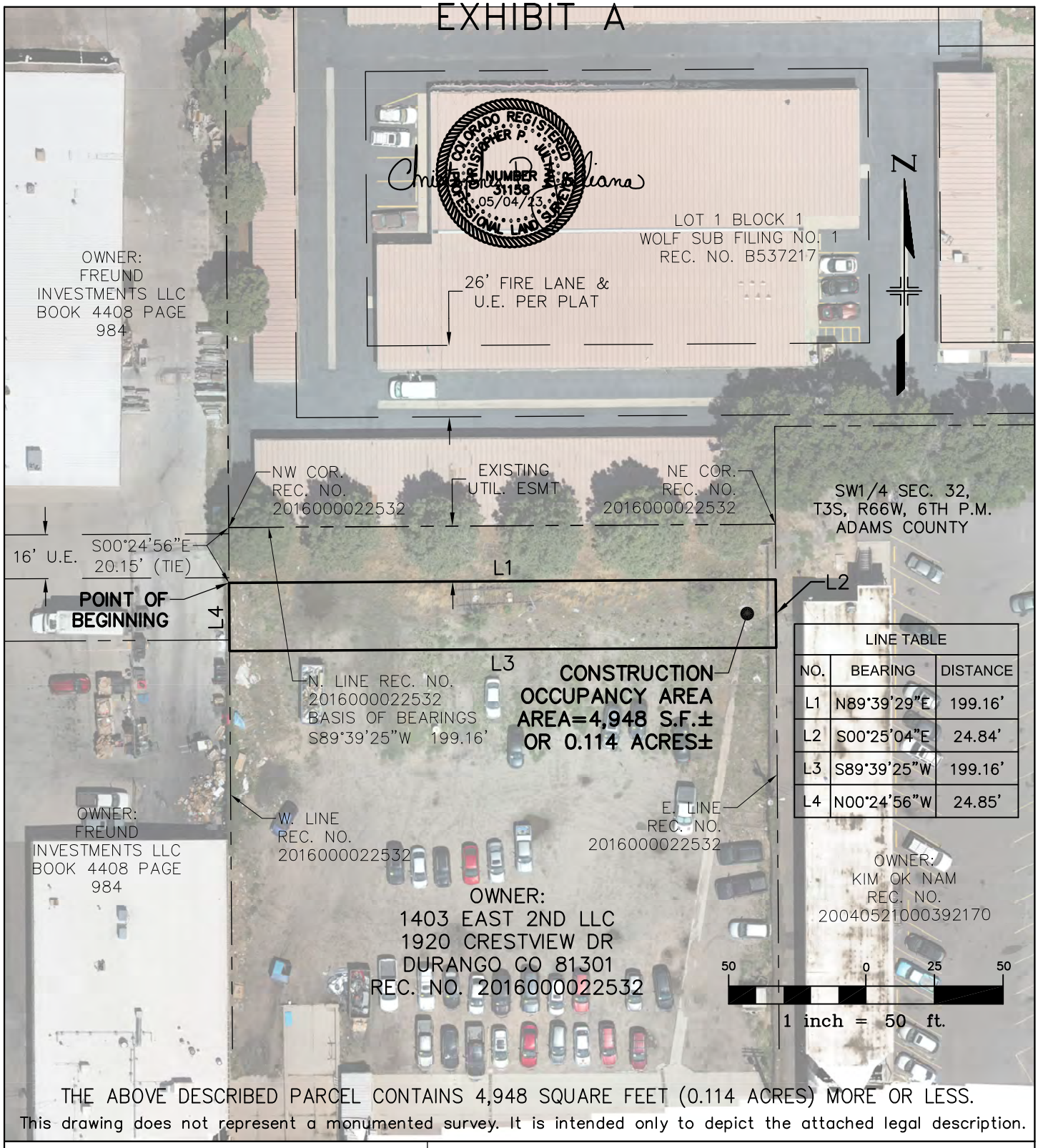
Perimeter: 414.320'	Area: 1,593.28Sq.Ft.
Error Closure: 0.000	Course: N89°35'00"E
Error North : 0.0000	East: 0.0003

Precision 1: 414,320,000.000

all good RNM 5-8-23

ILLUSTRATION FOR

EXHIBIT A



THE ABOVE DESCRIBED PARCEL CONTAINS 4,948 SQUARE FEET (0.114 ACRES) MORE OR LESS.

This drawing does not represent a monumented survey. It is intended only to depict the attached legal description.

CITY OF AURORA, COLORADO

DRAWN BY:	SCALE:	R.O.W. FILE NUMBER
JB	1" = 50'	
CHECKED BY:	DATE:	JOB NUMBER:
JN	05-04-23	R13320

A CONSTRUCTION OCCUPANCY AREA SITUATED IN THE SW 1/4 OF SECTION 32, T3S, R66W OF THE 6th P.M., CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO

all good RNM 5-8-23

EXHIBIT "A"

LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, ALSO BEING A PORTION THE LANDS DESCRIBED AT RECEPTION NO. 2016000022532 IN THE ADAMS COUNTY CLERK AND RECORDER'S OFFICE, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

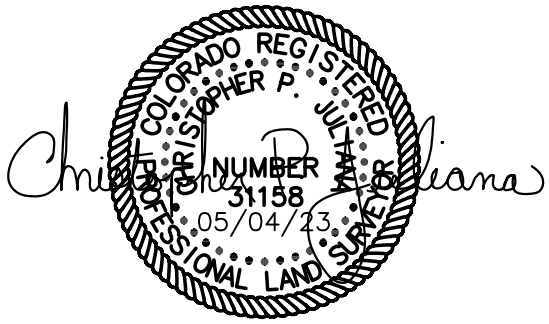
BASIS OF BEARING OF THIS DESCRIPTION IS ALONG THE NORTH LINE OF SAID REC. NO., ASSUMED TO BEAR S89°39'25"W A DISTANCE OF 199.16 FEET FROM THE NORTHEAST CORNER OF SAID LOT TO THE NORTHWEST CORNER OF SAID REC. NO.;

BEGINNING AT A POINT ON THE WEST LINE OF SAID REC. NO., SAID POINT BEARS S00°24'56"E A DISTANCE OF 20.15 FEET FROM SAID NORTHWEST CORNER;

THENCE N89°39'25"E A DISTANCE OF 199.16 FEET TO THE EAST LINE OF SAID REC. NO.; THENCE S00°25'04"E ALONG SAID EAST LINE A DISTANCE OF 24.84 FEET; THENCE S89°39'25"W A DISTANCE OF 199.16 FEET TO SAID WEST LINE; THENCE N00°24'56"W ALONG SAID WEST LINE A DISTANCE OF 24.85 FEET TO THE POINT OF BEGINNING, WHENCE SAID NORTHEAST CORNER BEARS N83°52'41"E A DISTANCE OF 200.15 FEET.

SAID PARCEL CONTAINS 4,948 SQUARE FEET OR 0.114 ACRES, MORE OR LESS.
ALL LINEAL DISTANCES ARE REPRESENTED IN U.S. SURVEY FEET.

I, THE UNDERSIGNED, A REGISTERED LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THIS EXHIBIT WAS PREPARED BY ME OR UNDER MY SUPERVISION AND IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE.



Parcel Map Check Report

Client:	**Prepared by:**
COA	Precision Survey & Mapping
HDR	

Date: 5/4/2023 2:35:33 PM

Parcel Name: 1403 E 2ND - PSM_Boundary : 1
Description:
Process segment order counterclockwise: False
Enable mapcheck across chord: False

North:1,695,637.213'	East:3,195,018.818'

Segment# 1: Line

Course: N89°39'29"E	Length: 199.161'
North: 1,695,638.401'	East: 3,195,217.976'

Segment# 2: Line

Course: S0°25'04"E	Length: 24.842'
North: 1,695,613.560'	East: 3,195,218.157'

Segment# 3: Line

Course: S89°39'25"W	Length: 199.162'
North: 1,695,612.368'	East: 3,195,018.998'

Segment# 4: Line

Course: N0°24'56"W	Length: 24.847'
North: 1,695,637.214'	East: 3,195,018.818'

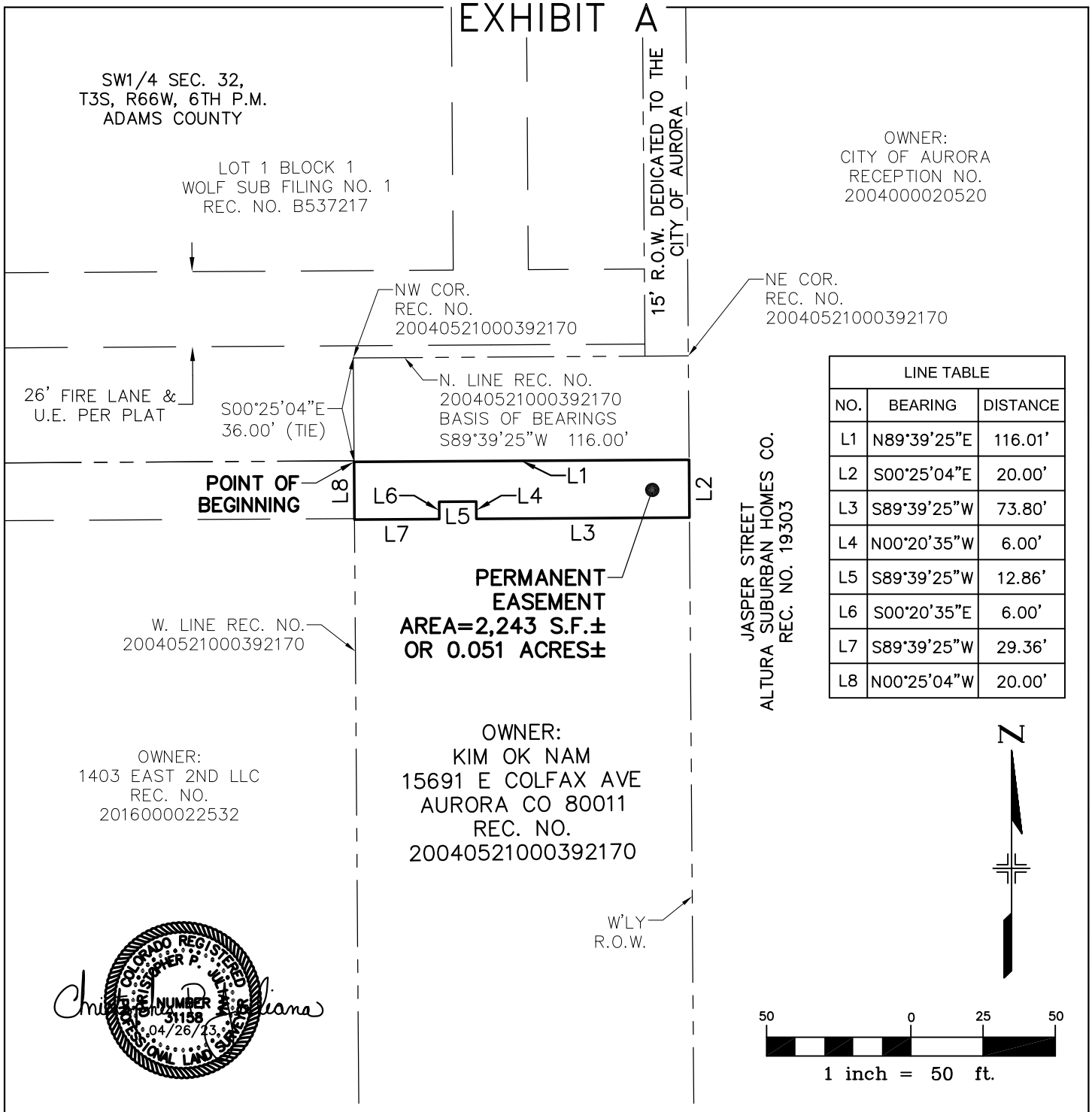
Perimeter: 448.011'	Area: 4,948.05Sq.Ft.
Error Closure: 0.001	Course: N2°29'54"W
Error North : 0.0011	East: 0.0000

Precision 1: 448,012.000

all good RNM 4-27-23

ILLUSTRATION FOR

EXHIBIT A



LINE TABLE		
NO.	BEARING	DISTANCE
L1	N89°39'25"E	116.01'
L2	S00°25'04"E	20.00'
L3	S89°39'25"W	73.80'
L4	N00°20'35"W	6.00'
L5	S89°39'25"W	12.86'
L6	S00°20'35"E	6.00'
L7	S89°39'25"W	29.36'
L8	N00°25'04"W	20.00'

COLORADO REGISTERED
CHRISTOPHER P. WILLIAMS
PLS NUMBER
31158
04/26/23
REGIONAL LAND SURVEYING

BEARINGS ARE BASED ON THE NORTH LINE OF RECEPTION NO. 20040521000392170, BEING S89°39'25"W.

THE ABOVE DESCRIBED PARCEL CONTAINS 2,243 SQUARE FEET (0.051 ACRES) MORE OR LESS.

This drawing does not represent a monumented survey. It is intended only to depict the attached legal description.

CITY OF AURORA, COLORADO

DRAWN BY:	SCALE:	R.O.W. FILE NUMBER
JB	1" = 50'	
CHECKED BY:	DATE:	JOB NUMBER:
JN	04-26-23	R13320

A PERMANENT EASEMENT SITUATED IN THE SW 1/4 OF SECTION 32, T4S, R66W OF THE 6th P.M., CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO

all good RNM 4-27-23

EXHIBIT "A"

LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, ALSO BEING A PORTION THE LANDS DESCRIBED AT RECEPTION NO. 20040521000392170 IN THE ADAMS COUNTY CLERK AND RECORDER'S OFFICE, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

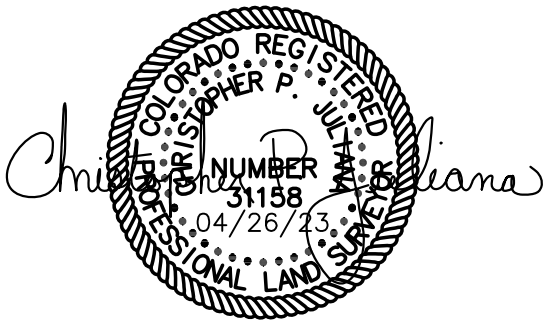
BASIS OF BEARING OF THIS DESCRIPTION IS ALONG THE NORTH LINE OF SAID REC. NO., ASSUMED TO BEAR S89°39'25"W A DISTANCE OF 116.00 FEET FROM THE NORTHEAST CORNER OF SAID REC. NO. TO THE NORTHWEST CORNER OF SAID REC. NO.;

BEGINNING AT A POINT ON THE WEST LINE OF SAID REC. NO, SAID POINT BEARS S00°25'04"E A DISTANCE OF 36.00 FEET FROM SAID NORTHWEST CORNER;

THENCE N89°39'25"E A DISTANCE OF 116.01 FEET TO THE WESTERLY RIGHT-OF WAY OF JASPER STREET; THENCE S00°25'04"E ALONG SAID WESTERLY RIGHT-OF-WAY A DISTANCE OF 20.00 FEET; THENCE S89°39'25"W A DISTANCE OF 73.80 FEET; THENCE N00°20'35"W A DISTANCE OF 6.00 FEET; THENCE S89°39'25"W A DISTANCE OF 12.86 FEET; THENCE S00°20'35"E A DISTANCE OF 6.00 FEET; THENCE S89°39'25"W A DISTANCE OF 29.36 FEET TO SAID WEST LINE OF REC. NO. 20040521000392170; THENCE N00°25'04"W ALONG SAID WEST LINE A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING, WHENCE SAID NORTHEAST CORNER BEARS N72°24'32"E A DISTANCE OF 121.41 FEET.

SAID PARCEL CONTAINS 2,243 SQUARE FEET OR 0.051 ACRES, MORE OR LESS.
ALL LINEAL DISTANCES ARE REPRESENTED IN U.S. SURVEY FEET.

I, THE UNDERSIGNED, A REGISTERED LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THIS EXHIBIT WAS PREPARED BY ME OR UNDER MY SUPERVISION AND IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE.



Parcel Map Check Report

Client:
COA
HDR

Prepared by:
Precision Survey & Mapping

Date: 4/10/2023 1:15:27 PM

Parcel Name: KIM OK NAM PERM - PSM_Boundary : 1
Description:
Process segment order counterclockwise: False
Enable mapcheck across chord: False

North:1,695,658.198' East:3,195,217.831'

Segment# 1: Line
Course: N89°39'25"E Length: 116.009'
North: 1,695,658.893' East: 3,195,333.838'

Segment# 2: Line
Course: S0°25'04"E Length: 20.000'
North: 1,695,638.893' East: 3,195,333.984'

Segment# 3: Line
Course: S89°39'25"W Length: 73.796'
North: 1,695,638.452' East: 3,195,260.189'

Segment# 4: Line
Course: N0°20'35"W Length: 6.000'
North: 1,695,644.451' East: 3,195,260.153'

Segment# 5: Line
Course: S89°39'25"W Length: 12.855'
North: 1,695,644.374' East: 3,195,247.299'

Segment# 6: Line
Course: S0°20'35"E Length: 6.000'
North: 1,695,638.375' East: 3,195,247.334'

Segment# 7: Line
Course: S89°39'25"W Length: 29.357'
North: 1,695,638.199' East: 3,195,217.978'

Segment# 8: Line
Course: N0°25'04"W Length: 20.000'
North: 1,695,658.198' East: 3,195,217.832'

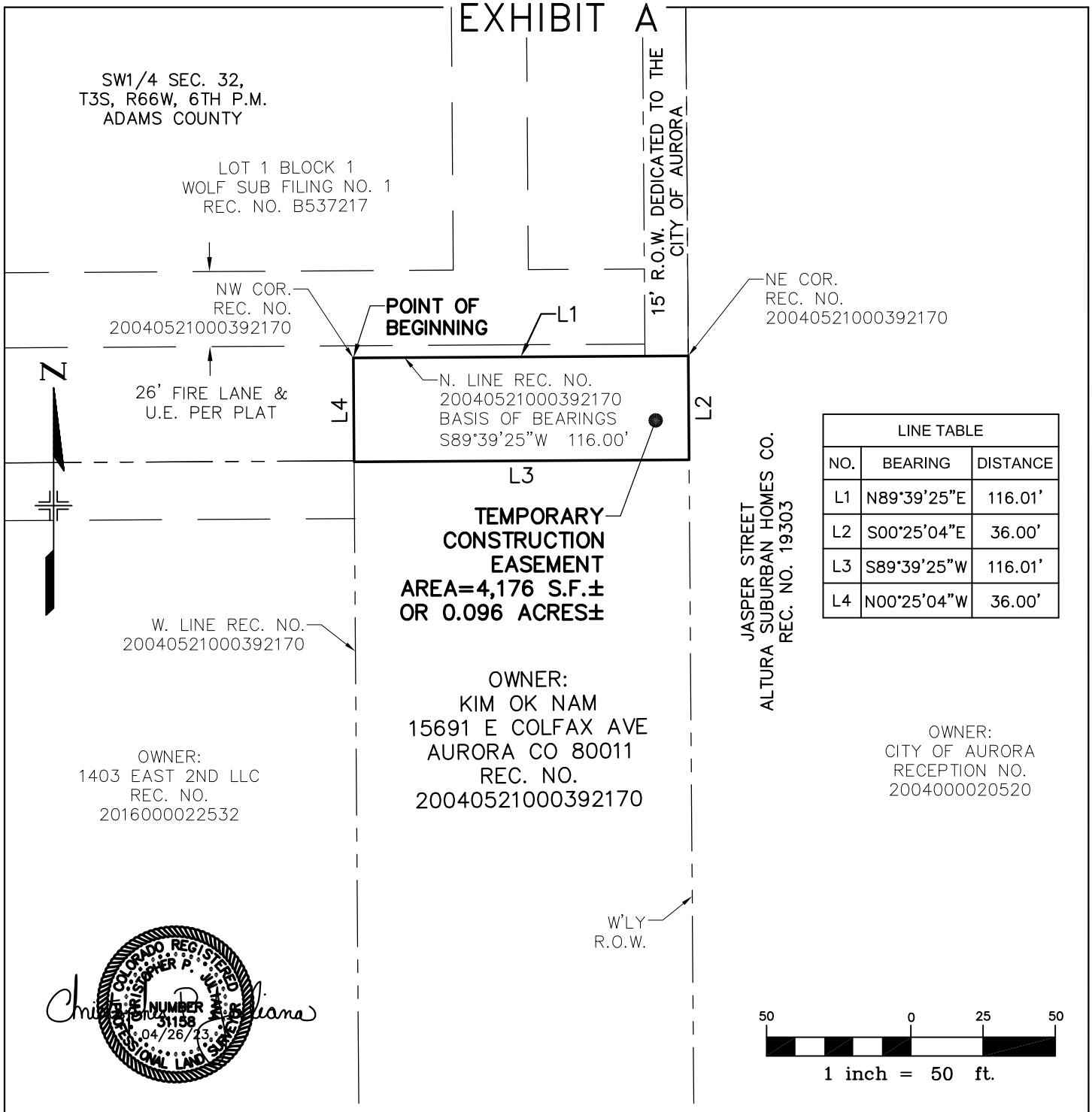
Perimeter: 284.017' Area: 2,243.04Sq.Ft.
Error Closure: 0.001 Course: N89°39'25"E
Error North : 0.0000 East: 0.0010

Precision 1: 284,017.000

all good RNM 4-27-23

ILLUSTRATION FOR

EXHIBIT A



LINE TABLE		
NO.	BEARING	DISTANCE
L1	N89°39'25"E	116.01'
L2	S00°25'04"E	36.00'
L3	S89°39'25"W	116.01'
L4	N00°25'04"W	36.00'

BEARINGS ARE BASED ON THE NORTH LINE OF RECEPTION NO. 20040521000392170, BEING S89°39'25"W.

THE ABOVE DESCRIBED PARCEL CONTAINS 4,176 SQUARE FEET (0.096 ACRES) MORE OR LESS.

This drawing does not represent a monumented survey. It is intended only to depict the attached legal description.

CITY OF AURORA, COLORADO

DRAWN BY:	SCALE:	R.O.W. FILE NUMBER
JB	1" = 50'	
CHECKED BY:	DATE:	JOB NUMBER:
JN	04-26-23	R13320

A TEMPORARY CONSTRUCTION EASEMENT SITUATED IN THE SW 1/4 OF SECTION 32, T4S, R66W OF THE 6th P.M., CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO

all good RNM 4-27-23

EXHIBIT "A"

LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, ALSO BEING A PORTION THE LANDS DESCRIBED AT RECEPTION NO. 20040521000392170 IN THE ADAMS COUNTY CLERK AND RECORDER'S OFFICE, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

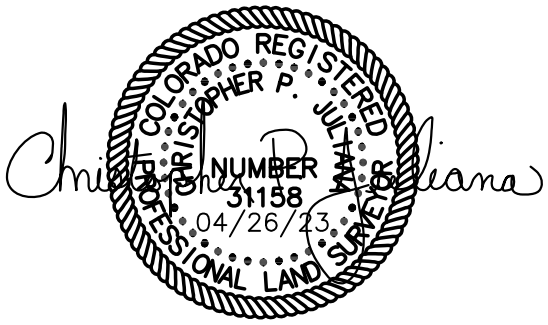
BASIS OF BEARING OF THIS DESCRIPTION IS ALONG THE NORTH LINE OF SAID REC. NO., ASSUMED TO BEAR S89°39'25"W A DISTANCE OF 116.00 FEET FROM THE NORTHEAST CORNER OF SAID REC. NO. TO THE NORTHWEST CORNER OF SAID REC. NO.;

BEGINNING AT SAID NORTHWEST CORNER;

THENCE N89°39'25"E A DISTANCE OF 116.01 FEET TO THE WESTERLY RIGHT-OF WAY OF JASPER STREET; THENCE S00°25'04"E ALONG SAID WESTERLY RIGHT-OF-WAY A DISTANCE OF 36.00 FEET; THENCE S89°39'25"W A DISTANCE OF 116.01 FEET TO THE WEST LINE OF SAID REC. NO. 20040521000392170; THENCE N00°25'04"W ALONG SAID WEST LINE A DISTANCE OF 36.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 4,176 SQUARE FEET OR 0.096 ACRES, MORE OR LESS.
ALL LINEAL DISTANCES ARE REPRESENTED IN U.S. SURVEY FEET.

I, THE UNDERSIGNED, A REGISTERED LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THIS EXHIBIT WAS PREPARED BY ME OR UNDER MY SUPERVISION AND IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE.



Parcel Map Check Report

Client:	**Prepared by:**
COA	Precision Survey & Mapping
HDR	

Date: 4/10/2023 1:15:44 PM

Parcel Name: KIM OK NAM TEMP - PSM_Boundary : 1
Description:
Process segment order counterclockwise: False
Enable mapcheck across chord: False

North:1,695,694.197'	East:3,195,217.569'

Segment# 1: Line

Course: N89°39'25"E	Length: 116.009'
North: 1,695,694.892'	East: 3,195,333.576'

Segment# 2: Line

Course: S0°25'04"E	Length: 36.000'
North: 1,695,658.893'	East: 3,195,333.838'

Segment# 3: Line

Course: S89°39'25"W	Length: 116.009'
North: 1,695,658.198'	East: 3,195,217.831'

Segment# 4: Line

Course: N0°25'04"W	Length: 36.000'
North: 1,695,694.197'	East: 3,195,217.569'

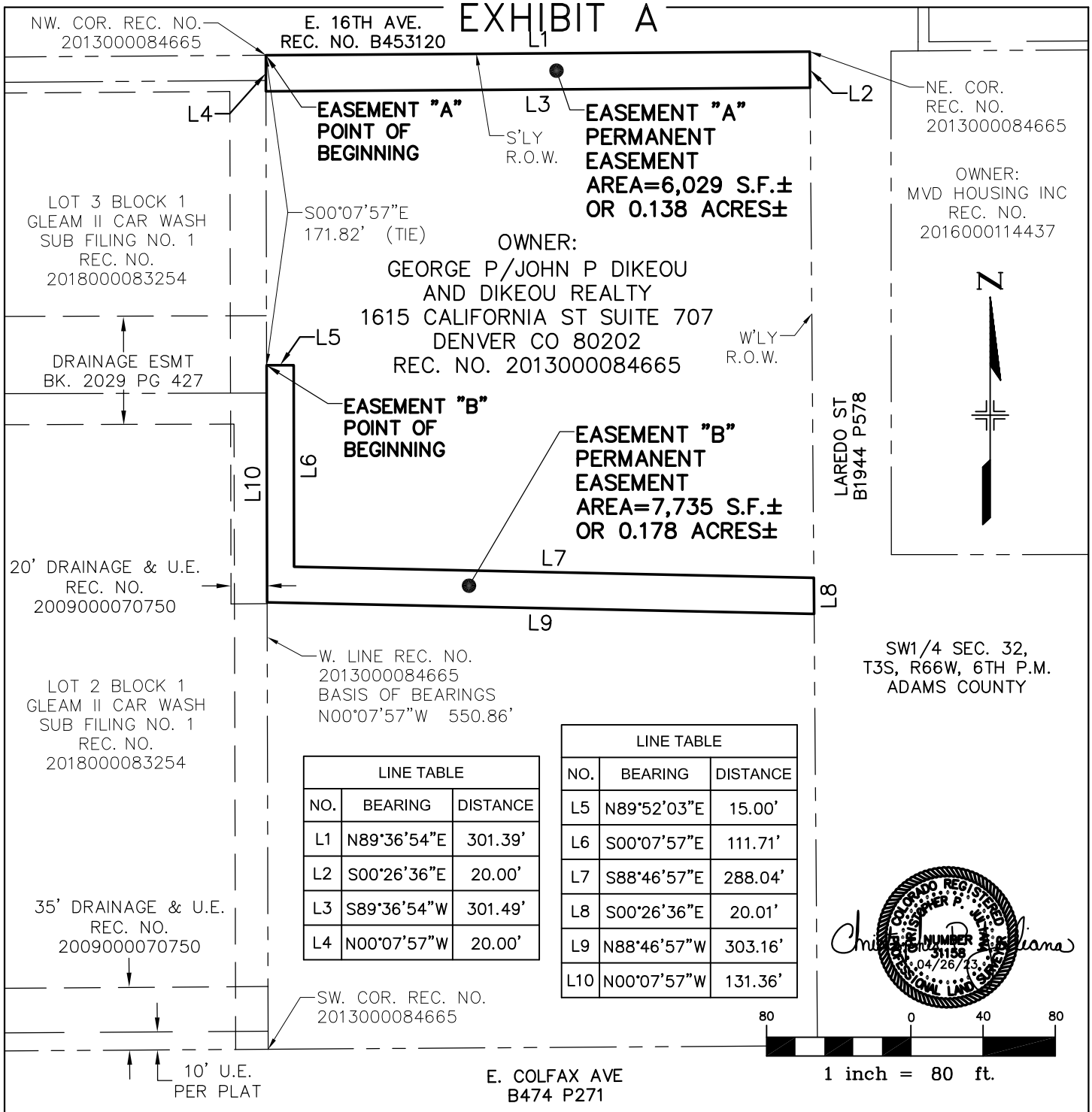
Perimeter: 304.017'	Area: 4,176.31Sq.Ft.
Error Closure: 0.000	Course: N0°00'00"E
Error North : 0.0000	East: 0.0000

Precision 1: 304,018,000.000

all good RNM 4-27-23

ILLUSTRATION FOR

EXHIBIT A



LINE TABLE		
NO.	BEARING	DISTANCE
L1	N89°36'54"E	301.39'
L2	S00°26'36"E	20.00'
L3	S89°36'54"W	301.49'
L4	N00°07'57"W	20.00'

LINE TABLE		
NO.	BEARING	DISTANCE
L5	N89°52'03"E	15.00'
L6	S00°07'57"E	111.71'
L7	S88°46'57"E	288.04'
L8	S00°26'36"E	20.01'
L9	N88°46'57"W	303.16'
L10	N00°07'57"W	131.36'

COLORADO REGISTERED CHRISTOPHER P. [illegible] NUMBER 31158 04/26/23 PROFESSIONAL LAND SURVEYOR

BEARINGS ARE BASED ON THE WEST LINE OF RECEPTION NO. 2013000084665, BEING N00°07'57"W

THE ABOVE DESCRIBED PARCELS CONTAINS 13,764 SQUARE FEET (0.316 ACRES) MORE OR LESS.

This drawing does not represent a monumented survey. It is intended only to depict the attached legal description.

CITY OF AURORA, COLORADO

DRAWN BY:	SCALE:	R.O.W. FILE NUMBER
JB	1" = 80'	
CHECKED BY:	DATE:	JOB NUMBER:
JN	04-26-23	R13320

A PERMANENT EASEMENT SITUATED IN THE SW 1/4 OF SECTION 32, T3S, R66W OF THE 6th P.M., CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO

all good RNM 4-27-23

EXHIBIT "A"

LEGAL DESCRIPTION:

TWO PARCELS OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, ALSO BEING A PORTION OF THE LANDS DESCRIBED AT RECEPTION NO. 2013000084665, FILED IN THE ADAMS COUNTY CLERK AND RECORDER'S OFFICE, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARING OF THIS DESCRIPTION IS ALONG THE WEST LINE OF SAID REC. NO., ASSUMED TO BEAR N00°07'57"W A DISTANCE OF 550.86 FEET FROM THE SOUTHWEST CORNER OF SAID REC. NO. TO THE NORTHWEST CORNER OF SAID REC. NO.;

EASEMENT "A"
BEGINNING AT SAID NORTHWEST CORNER;

THENCE N89°36'54"E ALONG THE SOUTHERLY RIGHT-OF-WAY OF 16TH AVENUE A DISTANCE OF 301.39 FEET TO THE NORTHEAST CORNER OF SAID REC. NO.; THENCE S00°26'36"E ALONG THE WESTERLY RIGHT-OF-WAY OF LAREDO STREET A DISTANCE OF 20.00 FEET; THENCE S89°36'54"W A DISTANCE OF 301.49 FEET TO SAID WEST LINE; THENCE N00°07'57"W ALONG SAID WEST LINE A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING.

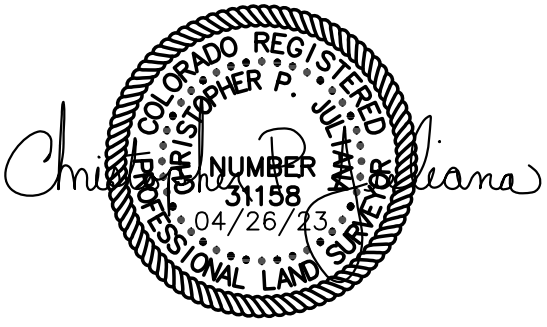
SAID PARCEL CONTAINS 6,029 SQUARE FEET OR 0.138 ACRES, MORE OR LESS.
ALL LINEAL DISTANCES ARE REPRESENTED IN U.S. SURVEY FEET.

EASEMENT "B"
BEGINNING AT A POINT ON SAID WEST LINE, SAID POINT BEARS S00°07'57"E A DISTANCE OF 171.82 FEET FROM SAID NORTHWEST CORNER;

THENCE N89°52'03"E A DISTANCE OF 15.00 FEET; THENCE S00°07'57"E A DISTANCE OF 111.71 FEET; THENCE S88°46'57"E A DISTANCE OF 288.04 FEET TO SAID WESTERLY RIGHT-OF-WAY; THENCE S00°26'36"E ALONG SAID WESTERLY RIGHT-OF-WAY A DISTANCE OF 20.01 FEET; THENCE N88°46'57"W A DISTANCE OF 303.16 FEET TO SAID WEST LINE OF REC. NO. 2013000084665; THENCE N00°07'57"W ALONG SAID WEST LINE A DISTANCE OF 131.36 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 7,735 SQUARE FEET OR 0.178 ACRES, MORE OR LESS.
ALL LINEAL DISTANCES ARE REPRESENTED IN U.S. SURVEY FEET.

I, THE UNDERSIGNED, A REGISTERED LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THIS EXHIBIT WAS PREPARED BY ME OR UNDER MY SUPERVISION AND IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE.



Parcel Map Check Report

Client:	**Prepared by:**
COA	Precision Survey & Mapping
HDR	

Date: 4/5/2023 10:42:29 AM

Parcel Name: DIKEOU PERM-A - PSM_Boundary : 1
Description:
Process segment order counterclockwise: False
Enable mapcheck across chord: False

North:1,695,888.618'	East:3,196,341.393'
Segment# 1: Line	
Course: N89°36'54"E	Length: 301.380'
North: 1,695,890.643'	East: 3,196,642.766'
Segment# 2: Line	
Course: S0°27'34"E	Length: 20.000'
North: 1,695,870.644'	East: 3,196,642.927'
Segment# 3: Line	
Course: S89°36'54"W	Length: 301.494'
North: 1,695,868.618'	East: 3,196,341.439'
Segment# 4: Line	
Course: N0°07'57"W	Length: 20.000'
North: 1,695,888.618'	East: 3,196,341.393'
Perimeter: 642.874'	Area: 6,028.74Sq.Ft.
Error Closure: 0.000	Course: S35°31'56"E
Error North : -0.0002	East: 0.0001

Precision 1: 642,874,000.000

Parcel Name: DIKEOU PERM-B - PSM_Boundary : 1
Description:
Process segment order counterclockwise: False
Enable mapcheck across chord: False

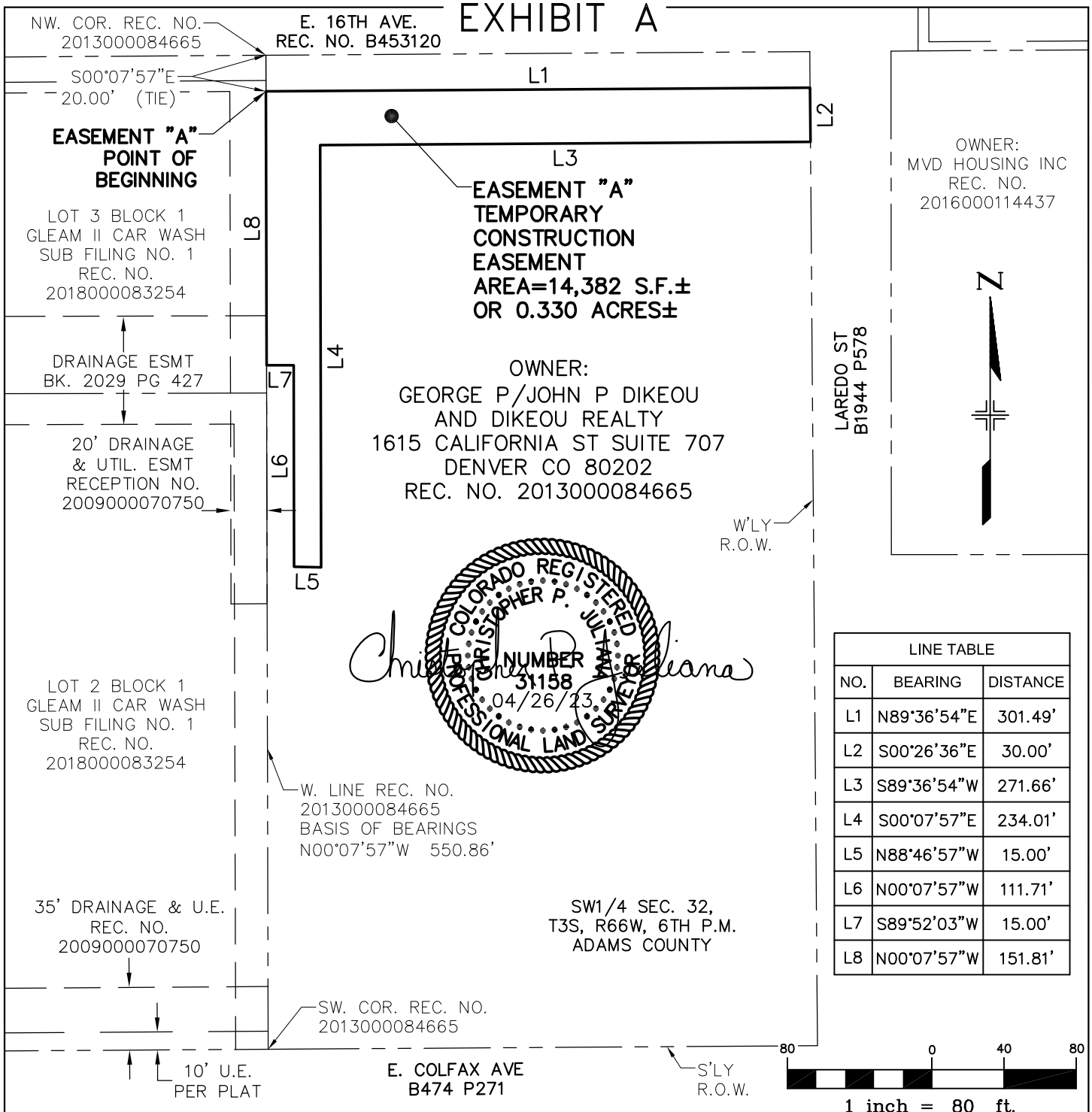
North:1,695,716.803'	East:3,196,341.791'
Segment# 1: Line	
Course: N89°52'03"E	Length: 15.000'
North: 1,695,716.838'	East: 3,196,356.790'
Segment# 2: Line	
Course: S0°07'57"E	Length: 111.707'
North: 1,695,605.131'	East: 3,196,357.049'
Segment# 3: Line	
Course: S88°46'57"E	Length: 288.044'
North: 1,695,599.011'	East: 3,196,645.028'
Segment# 4: Line	
Course: S0°26'36"E	Length: 20.008'
North: 1,695,579.003'	East: 3,196,645.183'
Segment# 5: Line	
Course: N88°46'57"W	Length: 303.157'
North: 1,695,585.445'	East: 3,196,342.094'
Segment# 6: Line	
Course: N0°07'57"W	Length: 131.359'
North: 1,695,716.804'	East: 3,196,341.790'
Perimeter: 869.276'	Area: 7,735.03Sq.Ft.
Error Closure: 0.000	Course: N36°35'25"W
Error North : 0.0004	East: -0.0003

Precision 1: 869,275,000.000

all good RNM 4-27-23

ILLUSTRATION FOR

EXHIBIT A



LINE TABLE		
NO.	BEARING	DISTANCE
L1	N89°36'54"E	301.49'
L2	S00°26'36"E	30.00'
L3	S89°36'54"W	271.66'
L4	S00°07'57"E	234.01'
L5	N88°46'57"W	15.00'
L6	N00°07'57"W	111.71'
L7	S89°52'03"W	15.00'
L8	N00°07'57"W	151.81'

BEARINGS ARE BASED ON THE WEST LINE OF RECEPTION NO. 2013000084665, BEING N00°07'57"W

THE ABOVE DESCRIBED PARCELS CONTAINS 14,382 SQUARE FEET (0.330 ACRES) MORE OR LESS.

This drawing does not represent a monumented survey. It is intended only to depict the attached legal description.

CITY OF AURORA, COLORADO

DRAWN BY:	SCALE:	R.O.W. FILE NUMBER
JB	1" = 80'	
CHECKED BY:	DATE:	JOB NUMBER:
JN	04-26-23	R13320

A TEMPORARY CONSTRUCTION EASEMENT SITUATED IN THE SW 1/4 OF SECTION 32, T3S, R66W OF THE 6th P.M., CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO

all good RNM 4-27-23

EXHIBIT "A"

LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, ALSO BEING A PORTION OF THE LANDS DESCRIBED AT RECEPTION NO. 2013000084665, FILED IN THE ADAMS COUNTY CLERK AND RECORDER'S OFFICE, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

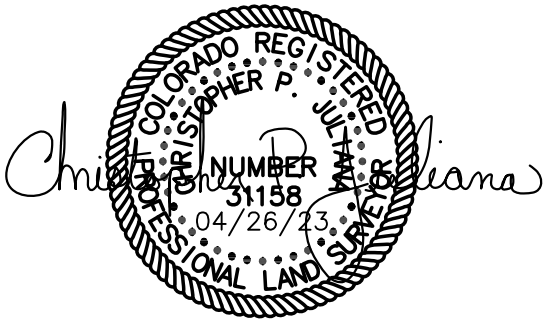
BASIS OF BEARING OF THIS DESCRIPTION IS ALONG THE WEST LINE OF SAID REC. NO., ASSUMED TO BEAR N00°07'57"W A DISTANCE OF 550.86 FEET FROM THE SOUTHWEST CORNER OF SAID REC. NO. TO THE NORTHWEST CORNER OF SAID REC. NO.;

BEGINNING AT A POINT ON SAID WEST LINE, SAID POINT BEARS S00°07'57"E A DISTANCE OF 20.00 FEET FROM SAID NORTHWEST CORNER;

THENCE N89°36'54"E A DISTANCE OF 301.49 FEET TO THE WESTERLY RIGHT-OF-WAY OF LAREDO STREET; THENCE S00°26'36"E ALONG SAID WESTERLY RIGHT-OF-WAY A DISTANCE OF 30.00 FEET; THENCE S89°36'54"W A DISTANCE OF 271.66 FEET; THENCE S00°07'57"E A DISTANCE OF 234.01 FEET; THENCE N88°46'57"W A DISTANCE OF 15.00 FEET; THENCE N00°07'57"W A DISTANCE OF 111.71 FEET; THENCE S89°52'03"W A DISTANCE OF 15.00 FEET TO SAID WEST LINE OF REC. NO. 2013000084665; THENCE N00°07'57"W ALONG SAID WEST LINE A DISTANCE OF 151.81 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 14,382 SQUARE FEET OR 0.330 ACRES, MORE OR LESS.
ALL LINEAL DISTANCES ARE REPRESENTED IN U.S. SURVEY FEET.

I, THE UNDERSIGNED, A REGISTERED LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THIS EXHIBIT WAS PREPARED BY ME OR UNDER MY SUPERVISION AND IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE.



Parcel Map Check Report

Client:
COA
HDR

Prepared by:
Precision Survey & Mapping

Date: 4/5/2023 10:42:45 AM

Parcel Name: DIKEOU TEMP-A - PSM_Boundary : 1
Description:
Process segment order counterclockwise: False
Enable mapcheck across chord: False

North:1,695,868.618' East:3,196,341.439'

Segment# 1: Line
Course: N89°36'54"E Length: 301.494'
North: 1,695,870.644' East: 3,196,642.927'

Segment# 2: Line
Course: S0°26'36"E Length: 30.000'
North: 1,695,840.644' East: 3,196,643.159'

Segment# 3: Line
Course: S89°36'54"W Length: 271.656'
North: 1,695,838.819' East: 3,196,371.509'

Segment# 4: Line
Course: S0°07'57"E Length: 234.008'
North: 1,695,604.812' East: 3,196,372.050'

Segment# 5: Line
Course: N88°46'57"W Length: 15.004'
North: 1,695,605.131' East: 3,196,357.049'

Segment# 6: Line
Course: N0°07'57"W Length: 111.707'
North: 1,695,716.837' East: 3,196,356.791'

Segment# 7: Line
Course: S89°52'03"W Length: 15.000'
North: 1,695,716.803' East: 3,196,341.791'

Segment# 8: Line
Course: N0°07'57"W Length: 151.815'
North: 1,695,868.617' East: 3,196,341.440'

Perimeter: 1,130.684' Area: 14,381.93Sq.Ft.
Error Closure: 0.001 Course: S47°38'33"E
Error North : -0.0006 East: 0.0006

Precision 1: 1,130,684.000

Parcel Name: DIKEOU TEMP-B - PSM_Boundary : 1
Description:
Process segment order counterclockwise: False
Enable mapcheck across chord: False

North:1,695,585.444'	East:3,196,342.094'

Segment# 1: Line

Course: S88°46'57"E	Length: 30.008'
North: 1,695,584.807'	East: 3,196,372.096'

Segment# 2: Line

Course: S0°07'57"E	Length: 246.854'
North: 1,695,337.953'	East: 3,196,372.667'

Segment# 3: Line

Course: S89°37'49"W	Length: 30.000'
North: 1,695,337.760'	East: 3,196,342.667'

Segment# 4: Line

Course: N0°07'57"W	Length: 247.686'
North: 1,695,585.445'	East: 3,196,342.094'

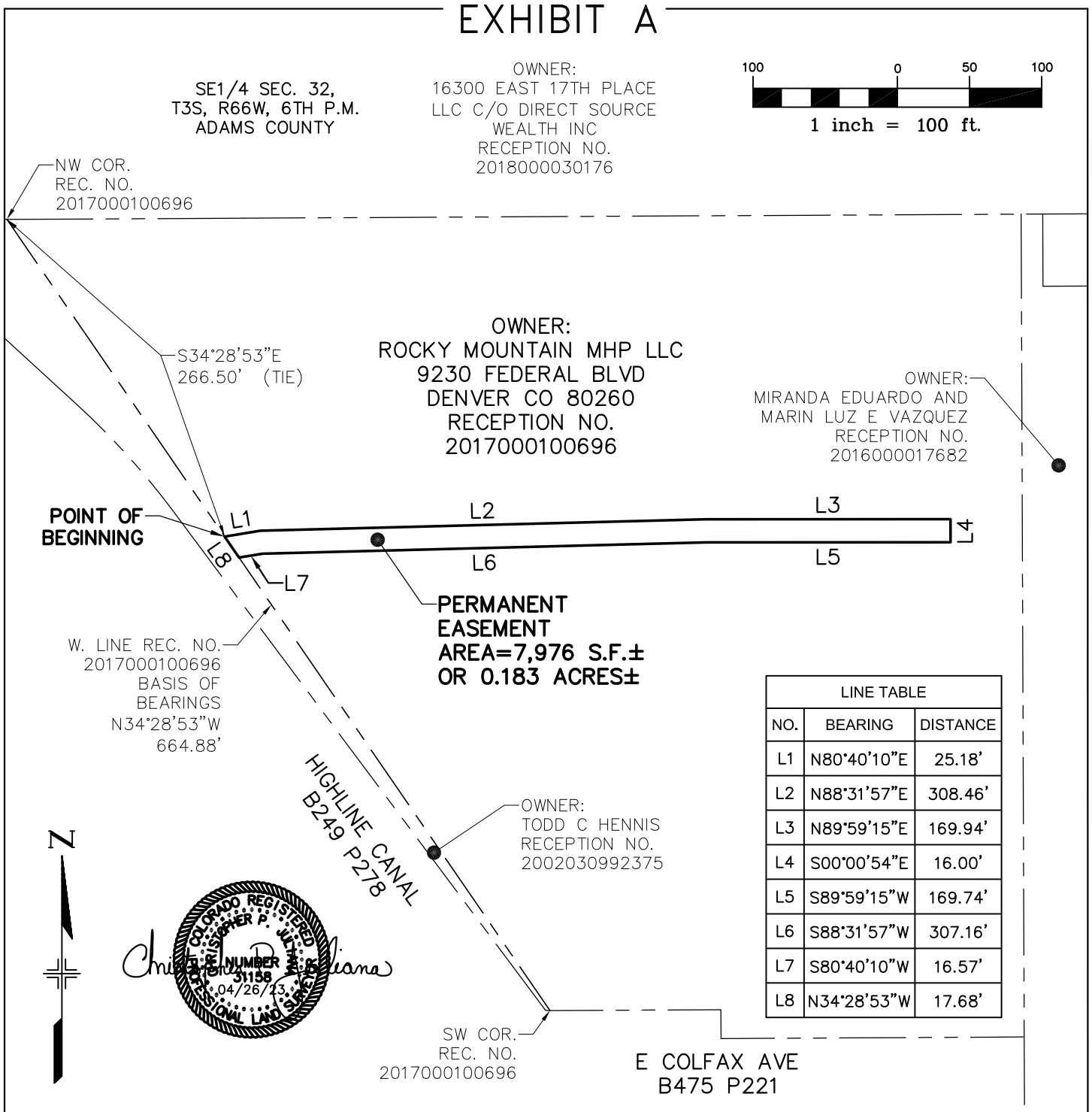
Perimeter: 554.549'	Area: 7,418.10Sq.Ft.
Error Closure: 0.001	Course: N5°13'37"W
Error North : 0.0008	East: -0.0001

Precision 1: 554,548.000

all good RNM 4-27-23

ILLUSTRATION FOR

EXHIBIT A



LINE TABLE		
NO.	BEARING	DISTANCE
L1	N80°40'10"E	25.18'
L2	N88°31'57"E	308.46'
L3	N89°59'15"E	169.94'
L4	S00°00'54"E	16.00'
L5	S89°59'15"W	169.74'
L6	S88°31'57"W	307.16'
L7	S80°40'10"W	16.57'
L8	N34°28'53"W	17.68'

BEARINGS ARE BASED ON THE WEST LINE OF RECEPTION NO. 2017000100696, BEING N34°28'53"W

THE ABOVE DESCRIBED PARCEL CONTAINS 7,976 SQUARE FEET (0.183 ACRES) MORE OR LESS.

This drawing does not represent a monumented survey. It is intended only to depict the attached legal description.

CITY OF AURORA, COLORADO

DRAWN BY:	SCALE:	R.O.W. FILE NUMBER
JB	1" = 100'	
CHECKED BY:	DATE:	JOB NUMBER:
JN	04-26-23	R13320

A PERMANENT EASEMENT SITUATED IN THE SE 1/4 OF SECTION 32, T3S, R66W OF THE 6th P.M., CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO

all good RNM 4-27-23

EXHIBIT "A"

LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, ALSO BEING A PORTION OF THE LANDS DESCRIBED AT RECEPTION NO. 2017000100696 IN THE ADAMS COUNTY CLERK AND RECORDER'S OFFICE, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

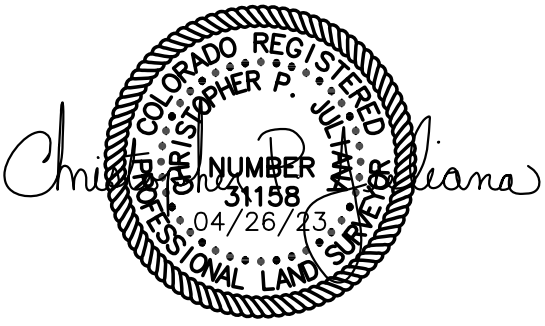
BASIS OF BEARING OF THIS DESCRIPTION IS ALONG THE WEST LINE OF SAID REC. NO., ASSUMED TO BEAR N34°28'53"W A DISTANCE OF 664.88 FEET FROM THE SOUTHWEST CORNER OF SAID REC. NO. TO THE NORTHWEST CORNER OF SAID REC. NO.;

BEGINNING AT A POINT ON SAID WEST LINE, SAID POINT BEARS S34°28'53"E A DISTANCE OF 266.50 FEET FROM SAID NORTHWEST CORNER;

THENCE N80°40'10"E A DISTANCE OF 25.18 FEET; THENCE N88°31'57"E A DISTANCE OF 308.46 FEET; THENCE N89°59'15"E A DISTANCE OF 169.94 FEET; THENCE S00°00'54"E A DISTANCE OF 16.00 FEET; THENCE S89°59'15"W A DISTANCE OF 169.74 FEET; THENCE S88°31'57"W A DISTANCE OF 307.16 FEET; THENCE S80°40'10"W A DISTANCE OF 16.57 FEET TO SAID EAST LINE; THENCE N34°28'53"W A DISTANCE OF 17.68 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 7,976 SQUARE FEET OR 0.183 ACRES, MORE OR LESS.
ALL LINEAL DISTANCES ARE REPRESENTED IN U.S. SURVEY FEET.

I, THE UNDERSIGNED, A REGISTERED LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THIS EXHIBIT WAS PREPARED BY ME OR UNDER MY SUPERVISION AND IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE.



Parcel Map Check Report

Client:
COA
HDR

Prepared by:
Precision Survey & Mapping

Date: 4/5/2023 10:59:12 AM

Parcel Name: ROCKY MOUNTAIN MHP LLC PERM - PSM_Boundary : 1
Description:
Process segment order counterclockwise: False
Enable mapcheck across chord: False

North:1,695,672.514' East:3,197,319.880'

Segment# 1: Line
Course: N80°40'10"E Length: 25.185'
North: 1,695,676.597' East: 3,197,344.732'

Segment# 2: Line
Course: N88°31'57"E Length: 308.463'
North: 1,695,684.497' East: 3,197,653.094'

Segment# 3: Line
Course: N89°59'15"E Length: 169.940'
North: 1,695,684.534' East: 3,197,823.034'

Segment# 4: Line
Course: S0°00'54"E Length: 16.000'
North: 1,695,668.534' East: 3,197,823.038'

Segment# 5: Line
Course: S89°59'15"W Length: 169.737'
North: 1,695,668.497' East: 3,197,653.301'

Segment# 6: Line
Course: S88°31'57"W Length: 307.160'
North: 1,695,660.631' East: 3,197,346.242'

Segment# 7: Line
Course: S80°40'10"W Length: 16.573'
North: 1,695,657.944' East: 3,197,329.888'

Segment# 8: Line
Course: N34°28'53"W Length: 17.676'
North: 1,695,672.514' East: 3,197,319.881'

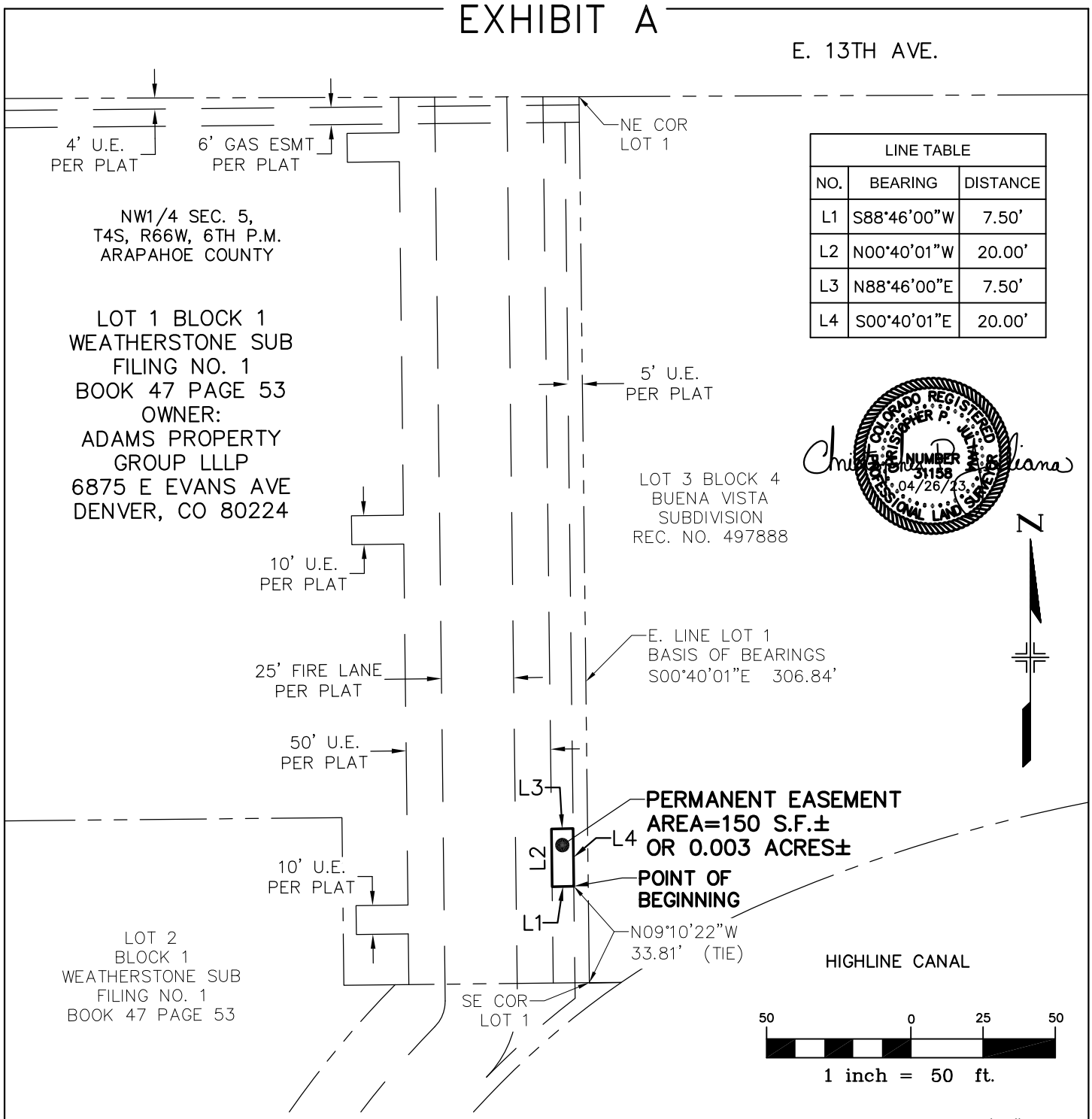
Perimeter: 1,030.734' Area: 7,976.46Sq.Ft.
Error Closure: 0.001 Course: N76°15'34"E
Error North : 0.0002 East: 0.0008

Precision 1: 1,030,734.000

all good RNM 4-27-23

ILLUSTRATION FOR

EXHIBIT A



LINE TABLE		
NO.	BEARING	DISTANCE
L1	S88°46'00"W	7.50'
L2	N00°40'01"W	20.00'
L3	N88°46'00"E	7.50'
L4	S00°40'01"E	20.00'

COLORADO REGISTERED PROFESSIONAL LAND SURVEYOR CHRISTOPHER P. JULIANA NUMBER 31158 04/26/23

BEARINGS ARE BASED ON THE EAST LINE LOT 1 BLOCK 1 WEATHERSTONE SUBDIVISION, BEING S00°40'01"E

THE ABOVE DESCRIBED PARCEL CONTAINS 150 SQUARE FEET (0.003 ACRES) MORE OR LESS.

This drawing does not represent a monumented survey. It is intended only to depict the attached legal description.

CITY OF AURORA, COLORADO

DRAWN BY:	SCALE:	R.O.W. FILE NUMBER
JB	1" = 50'	
CHECKED BY:	DATE:	JOB NUMBER:
JN	04-24-23	R13320

A PERMANENT EASEMENT SITUATED IN THE NW 1/4 OF SECTION 5, T4S, R66W OF THE 6th P.M., CITY OF AURORA, COUNTY OF ARAPAHOE, STATE OF COLORADO

all good RNM 4-27-23

EXHIBIT "A"

LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 5, TOWNSHIP 4 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ARAPAHOE, STATE OF COLORADO, ALSO BEING A PORTION OF LOT 1 BLOCK 1 WEATHERSTONE SUBDIVISION FILING NO. 1, AS FILED AT BOOK 47 PAGE 53 IN THE ARAPAHOE COUNTY CLERK AND RECORDER'S OFFICE, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

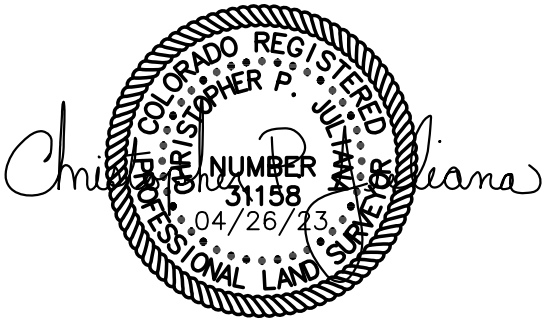
BASIS OF BEARING OF THIS DESCRIPTION IS ALONG THE EAST LINE OF SAID LOT 1, ASSUMED TO BEAR S00°40'01"E A DISTANCE OF 306.84 FEET FROM THE NORTHEAST CORNER OF SAID LOT 1 TO THE SOUTHEAST CORNER OF SAID LOT 1;

BEGINNING AT A POINT ON SAID EAST LINE, SAID POINT BEARS N09°10'22"W A DISTANCE OF 33.81 FEET FROM SAID SOUTHEAST CORNER;

THENCE S88°46'00"W A DISTANCE OF 7.50 FEET; THENCE N00°40'01"W A DISTANCE OF 20.00 FEET; THENCE N88°46'00"E A DISTANCE OF 7.50 FEET; THENCE S00°40'01"E A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING, WHENCE SAID NORTHEAST CORNER BEARS N00°22'50"E A DISTANCE OF 273.46 FEET.

SAID PARCEL CONTAINS 150 SQUARE FEET OR 0.003 ACRES, MORE OR LESS.
ALL LINEAL DISTANCES ARE REPRESENTED IN U.S. SURVEY FEET.

I, THE UNDERSIGNED, A REGISTERED LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THIS EXHIBIT WAS PREPARED BY ME OR UNDER MY SUPERVISION AND IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE.



Parcel Map Check Report

Client:	**Prepared by:**
COA	Precision Survey & Mapping
HDR	

Date: 4/12/2023 7:10:45 AM

Parcel Name: WEATHERSTONE PERM - PSM_Boundary : 1
Description:
Process segment order counterclockwise: False
Enable mapcheck across chord: False

North:1,693,918.329'	East:3,194,715.749'

Segment# 1: Line

Course: S88°46'00"W	Length: 7.500'
North: 1,693,918.167'	East: 3,194,708.251'

Segment# 2: Line

Course: N0°40'01"W	Length: 20.001'
North: 1,693,938.167'	East: 3,194,708.018'

Segment# 3: Line

Course: N88°46'00"E	Length: 7.500'
North: 1,693,938.328'	East: 3,194,715.516'

Segment# 4: Line

Course: S0°40'01"E	Length: 20.001'
North: 1,693,918.329'	East: 3,194,715.749'

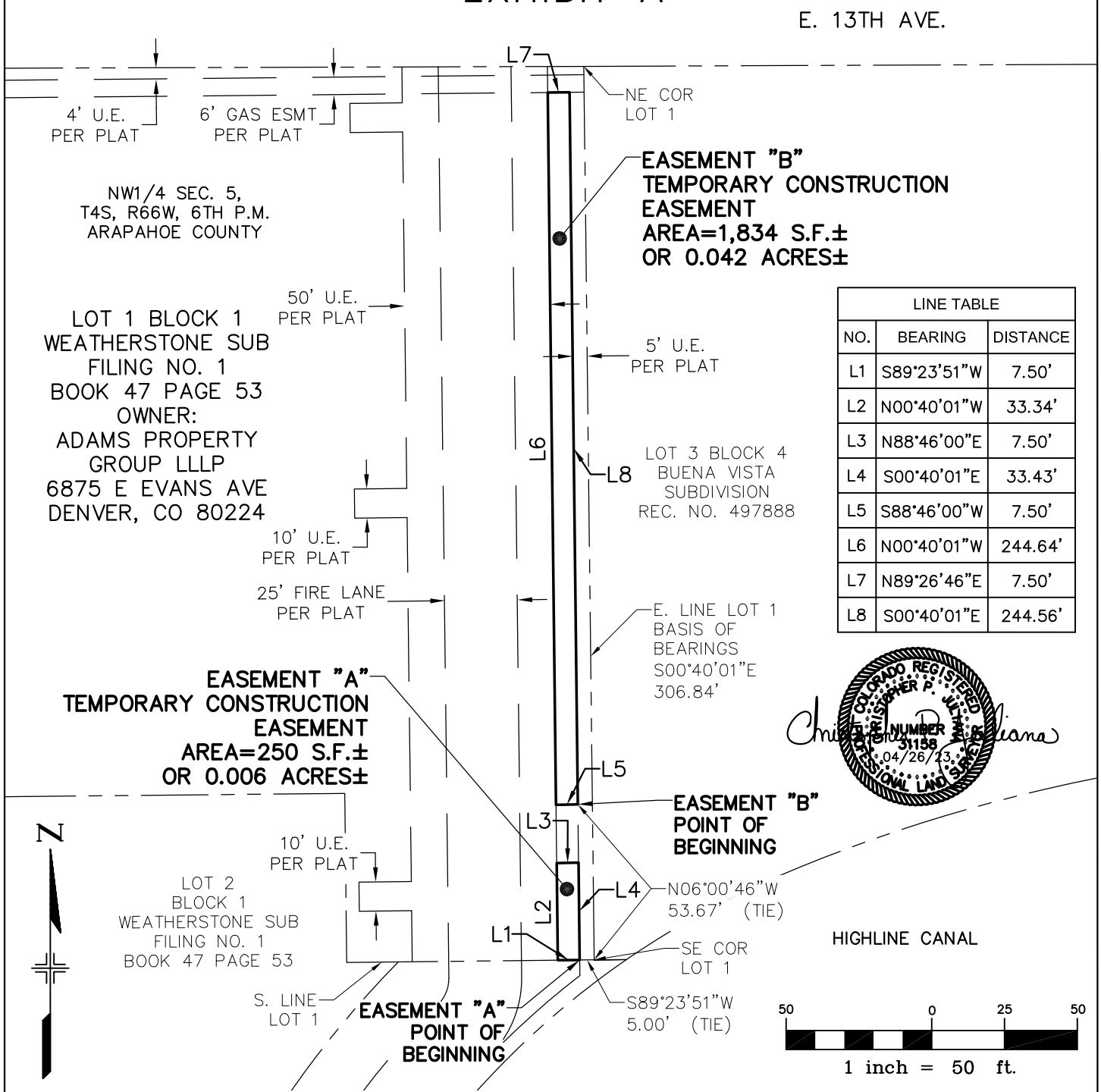
Perimeter: 55.003'	Area: 150.01Sq.Ft.
Error Closure: 0.000	Course: N0°00'00"E
Error North : 0.0000	East: 0.0000

Precision 1: 55,002,000.000

all good RNM 4-27-23

ILLUSTRATION FOR

EXHIBIT A



LINE TABLE		
NO.	BEARING	DISTANCE
L1	S89°23'51"W	7.50'
L2	N00°40'01"W	33.34'
L3	N88°46'00"E	7.50'
L4	S00°40'01"E	33.43'
L5	S88°46'00"W	7.50'
L6	N00°40'01"W	244.64'
L7	N89°26'46"E	7.50'
L8	S00°40'01"E	244.56'

COLORADO REGISTERED PROFESSIONAL LAND SURVEYOR CHRISTOPHER P. LEE NUMBER 31158 04/26/23

BEARINGS ARE BASED ON THE EAST LINE LOT 1 BLOCK 1 WEATHERSTONE SUBDIVISION, BEING S00°40'01"E

THE ABOVE DESCRIBED PARCELS CONTAINS 2,084 SQUARE FEET (0.048 ACRES) MORE OR LESS.

This drawing does not represent a monumented survey. It is intended only to depict the attached legal description.

CITY OF AURORA, COLORADO

DRAWN BY:	SCALE:	R.O.W. FILE NUMBER
JB	1" = 50'	
CHECKED BY:	DATE:	JOB NUMBER:
JN	04-24-23	R13320

A TEMPORARY CONSTRUCTION EASEMENT SITUATED IN THE NW 1/4 OF SECTION 5, T4S, R66W OF THE 6th P.M., CITY OF AURORA, COUNTY OF ARAPAHOE, STATE OF COLORADO

all good RNM 4-27-23

EXHIBIT "A"

LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 5, TOWNSHIP 4 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ARAPAHOE, STATE OF COLORADO, ALSO BEING A PORTION OF LOT 1 BLOCK 1 WEATHERSTONE SUBDIVISION FILING NO. 1, AS FILED AT BOOK 47 PAGE 53 IN THE ARAPAHOE COUNTY CLERK AND RECORDER'S OFFICE, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARING OF THIS DESCRIPTION IS ALONG THE EAST LINE OF SAID LOT 1, ASSUMED TO BEAR S00°40'01"E A DISTANCE OF 306.84 FEET FROM THE NORTHEAST CORNER OF SAID LOT 1 TO THE SOUTHEAST CORNER OF SAID LOT 1;

EASEMENT "A"
BEGINNING AT A POINT WHICH BEARS S89°23'51"W A DISTANCE OF 5.00 FEET FROM SAID SOUTHEAST CORNER;

THENCE S89°23'51"W ALONG THE SOUTH LINE OF SAID LOT 1 A DISTANCE OF 7.50 FEET; THENCE N00°40'01"W A DISTANCE OF 33.34 FEET; THENCE N88°46'00"E A DISTANCE OF 7.50 FEET; THENCE S00°40'01"E A DISTANCE OF 33.43 FEET TO THE POINT OF BEGINNING, WHENCE SAID NORTHEAST CORNER BEARS N00°15'59"E A DISTANCE OF 306.88 FEET.

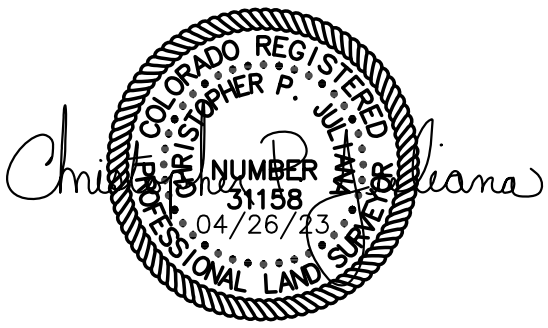
SAID PARCEL CONTAINS 250 SQUARE FEET OR 0.006 ACRES, MORE OR LESS.
ALL LINEAL DISTANCES ARE REPRESENTED IN U.S. SURVEY FEET.

EASEMENT "B"
BEGINNING AT A POINT WHICH BEARS N06°00'46"W A DISTANCE OF 53.67 FEET FROM SAID SOUTHEAST CORNER;

THENCE S88°46'00"W A DISTANCE OF 7.50 FEET; THENCE N00°40'01"W A DISTANCE OF 244.64 FEET; THENCE N89°26'46"E A DISTANCE OF 7.50 FEET; THENCE S00°40'01"E A DISTANCE OF 244.56 FEET TO THE POINT OF BEGINNING, WHENCE SAID NORTHEAST CORNER BEARS N00°27'48"E A DISTANCE OF 253.46 FEET.

SAID PARCEL CONTAINS 1,834 SQUARE FEET OR 0.042 ACRES, MORE OR LESS.
ALL LINEAL DISTANCES ARE REPRESENTED IN U.S. SURVEY FEET.

I, THE UNDERSIGNED, A REGISTERED LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THIS EXHIBIT WAS PREPARED BY ME OR UNDER MY SUPERVISION AND IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE.



Parcel Map Check Report

Client:
COA
HDR

Prepared by:
Precision Survey & Mapping

Date: 4/12/2023 7:10:56 AM

Parcel Name: WEATHERSTONE TEMP A - PSM_Boundary : 1
Description:
Process segment order counterclockwise: False
Enable mapcheck across chord: False
North:1,693,884.904' East:3,194,716.138'

Segment# 1: Line
Course: S89°23'51"W Length: 7.500'
North: 1,693,884.825' East: 3,194,708.639'

Segment# 2: Line
Course: N0°40'01"W Length: 33.345'
North: 1,693,918.168' East: 3,194,708.250'

Segment# 3: Line
Course: N88°46'00"E Length: 7.500'
North: 1,693,918.329' East: 3,194,715.749'

Segment# 4: Line
Course: S0°40'01"E Length: 33.427'
North: 1,693,884.904' East: 3,194,716.138'

Perimeter: 81.772' Area: 250.39Sq.Ft.
Error Closure: 0.001 Course: N32°51'12"W
Error North : 0.0006 East: -0.0004

Precision 1: 81,772.000

Parcel Name: WEATHERSTONE TEMP B - PSM_Boundary : 1
Description:
Process segment order counterclockwise: False
Enable mapcheck across chord: False
North:1,693,938.328' East:3,194,715.516'

Segment# 1: Line
Course: S88°46'00"W Length: 7.500'
North: 1,693,938.167' East: 3,194,708.018'

Segment# 2: Line
Course: N0°40'01"W Length: 244.645'
North: 1,694,182.795' East: 3,194,705.170'

Segment# 3: Line
Course: N89°26'46"E Length: 7.500'
North: 1,694,182.868' East: 3,194,712.670'

Segment# 4: Line
Course: S0°40'01"E Length: 244.556'
North: 1,693,938.328' East: 3,194,715.516'

Perimeter: 504.201' Area: 1,834.49Sq.Ft.
Error Closure: 0.000 Course: N79°18'58"E
Error North : 0.0001 East: 0.0004

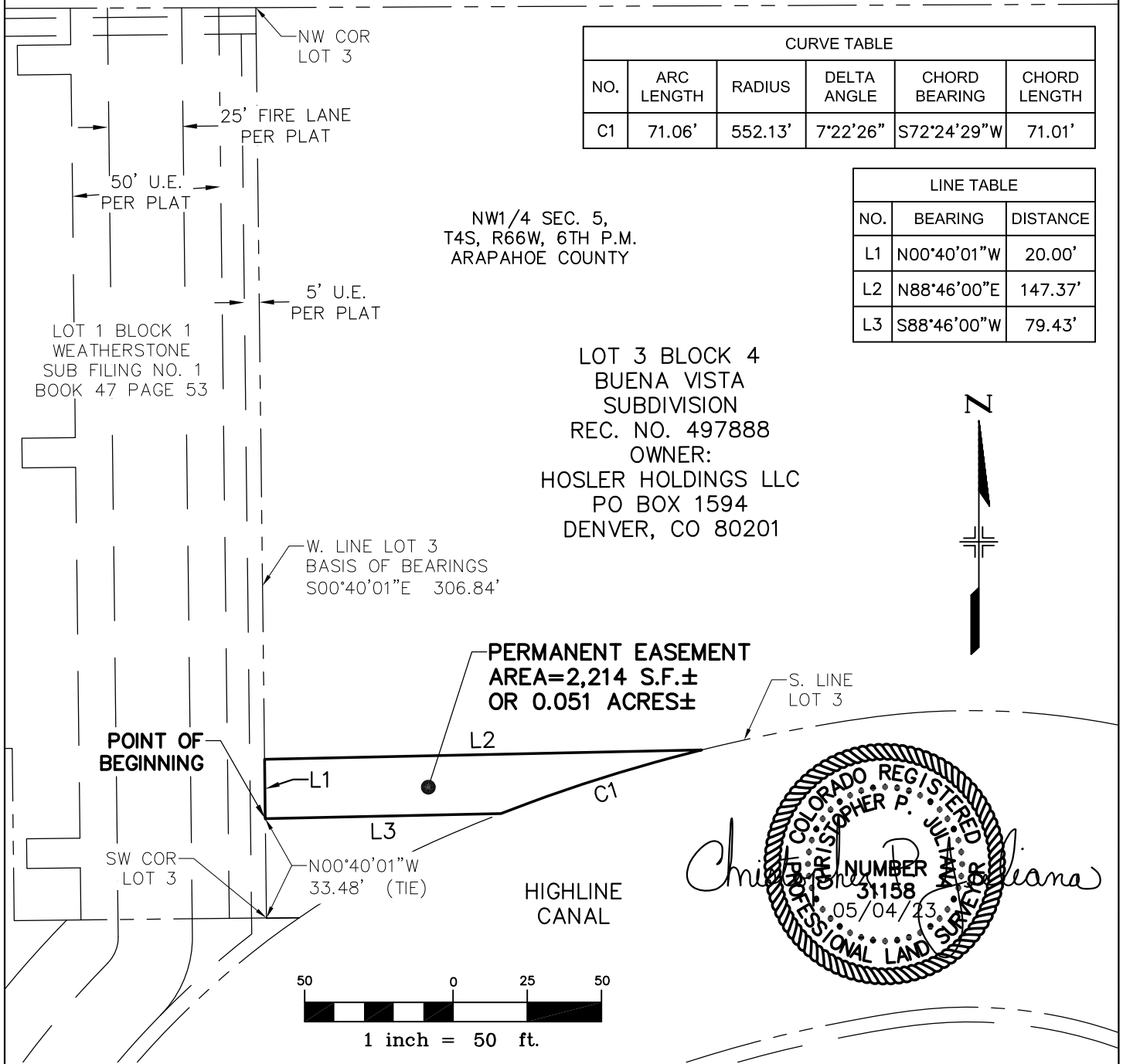
Precision 1: 504,201,000.000

all good RNM 5-8-23

ILLUSTRATION FOR

EXHIBIT A

E. 13TH AVE.
BUENA VISTA SUBDIVISION
REC. NO. 497888



CURVE TABLE					
NO.	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	71.06'	552.13'	7°22'26"	S72°24'29"W	71.01'

LINE TABLE		
NO.	BEARING	DISTANCE
L1	N00°40'01"W	20.00'
L2	N88°46'00"E	147.37'
L3	S88°46'00"W	79.43'

COLORADO REGISTERED PROFESSIONAL LAND SURVEYOR
CHRISTOPHER P. JULIANA
NUMBER 31158
05/04/23

BEARINGS ARE BASED ON THE WEST LINE OF LOT 3 BLOCK 4 BUENA VISTA SUBDIVISION, BEING S00°40'01"E

THE ABOVE DESCRIBED PARCEL CONTAINS 2,214 SQUARE FEET (0.051 ACRES) MORE OR LESS.

This drawing does not represent a monumented survey. It is intended only to depict the attached legal description.

CITY OF AURORA, COLORADO

DRAWN BY:	SCALE:	R.O.W. FILE NUMBER
JB	1" = 50'	
CHECKED BY:	DATE:	JOB NUMBER:
JN	05-04-23	R13320

A PERMANENT EASEMENT SITUATED IN THE NW 1/4 OF SECTION 5, T4S, R66W OF THE 6th P.M., CITY OF AURORA, COUNTY OF ARAPAHOE, STATE OF COLORADO

all good RNM 5-8-23

EXHIBIT "A"

LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 5, TOWNSHIP 4 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ARAPAHOE, STATE OF COLORADO, ALSO BEING A PORTION OF LOT 3 BLOCK 4 BUENA VISTA SUBDIVISION, FILED AT RECEPTION NO. 497888 IN THE ARAPAHOE COUNTY CLERK AND RECORDER'S OFFICE, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

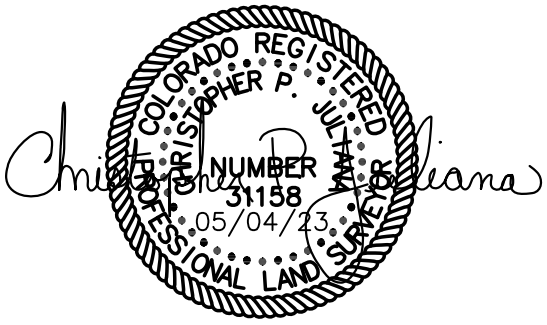
BASIS OF BEARING OF THIS DESCRIPTION IS ALONG THE WEST LINE OF SAID LOT 3, ASSUMED TO BEAR S00°40'01"E A DISTANCE OF 306.84 FEET FROM THE NORTHWEST CORNER OF SAID LOT 3 TO THE SOUTHWEST CORNER OF SAID LOT 3;

BEGINNING AT A POINT ON SAID WEST LINE, SAID POINT BEARS N00°40'01"W A DISTANCE OF 33.48 FEET FROM SAID SOUTHWEST CORNER;

THENCE N00°40'01"W ALONG SAID WEST LINE A DISTANCE OF 20.00 FEET; THENCE N88°46'00"E A DISTANCE OF 147.37 FEET TO THE SOUTH LINE OF SAID LOT 3; THENCE ALONG SAID SOUTH LINE ON A NON-TANGENT CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 552.13 FEET, DELTA ANGLE 7°22'26", ARC LENGTH 71.06 FEET, AND A CHORD WHICH BEARS S72°24'29"W A DISTANCE OF 71.01 FEET; THENCE S88°46'00"W A DISTANCE OF 79.43 FEET TO THE POINT OF BEGINNING, WHENCE SAID NORTHWEST CORNER BEARS N00°40'01"W A DISTANCE OF 273.36 FEET.

SAID PARCEL CONTAINS 2,214 SQUARE FEET OR 0.051 ACRES, MORE OR LESS.
ALL LINEAL DISTANCES ARE REPRESENTED IN U.S. SURVEY FEET.

I, THE UNDERSIGNED, A REGISTERED LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THIS EXHIBIT WAS PREPARED BY ME OR UNDER MY SUPERVISION AND IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE.



Parcel Map Check Report

Client:	**Prepared by:**
COA	Precision Survey & Mapping
HDR	

Date: 4/6/2023 10:41:38 AM

Parcel Name: BUENA VISTA PERM - PSM_Boundary : 1
Description:
Process segment order counterclockwise: False
Enable mapcheck across chord: False

North:1,693,918.436'	East:3,194,720.748'

Segment# 1: Line

Course: N0°40'01"W	Length: 20.001'
North: 1,693,938.436'	East: 3,194,720.515'

Segment# 2: Line

Course: N88°46'00"E	Length: 147.369'
North: 1,693,941.608'	East: 3,194,867.850'

Segment# 3: Curve

Length: 71.059'	Radius: 552.130'
Delta: 7°22'26"	Tangent: 35.579'
Chord: 71.010'	Course: S72°24'29"W
Course In: S13°54'18"E	Course Out: N21°16'44"W
RP North: 1,693,405.658'	East: 3,195,000.534'
End North: 1,693,920.146'	East: 3,194,800.162'

Segment# 4: Line

Course: S88°46'00"W	Length: 79.431'
North: 1,693,918.437'	East: 3,194,720.749'

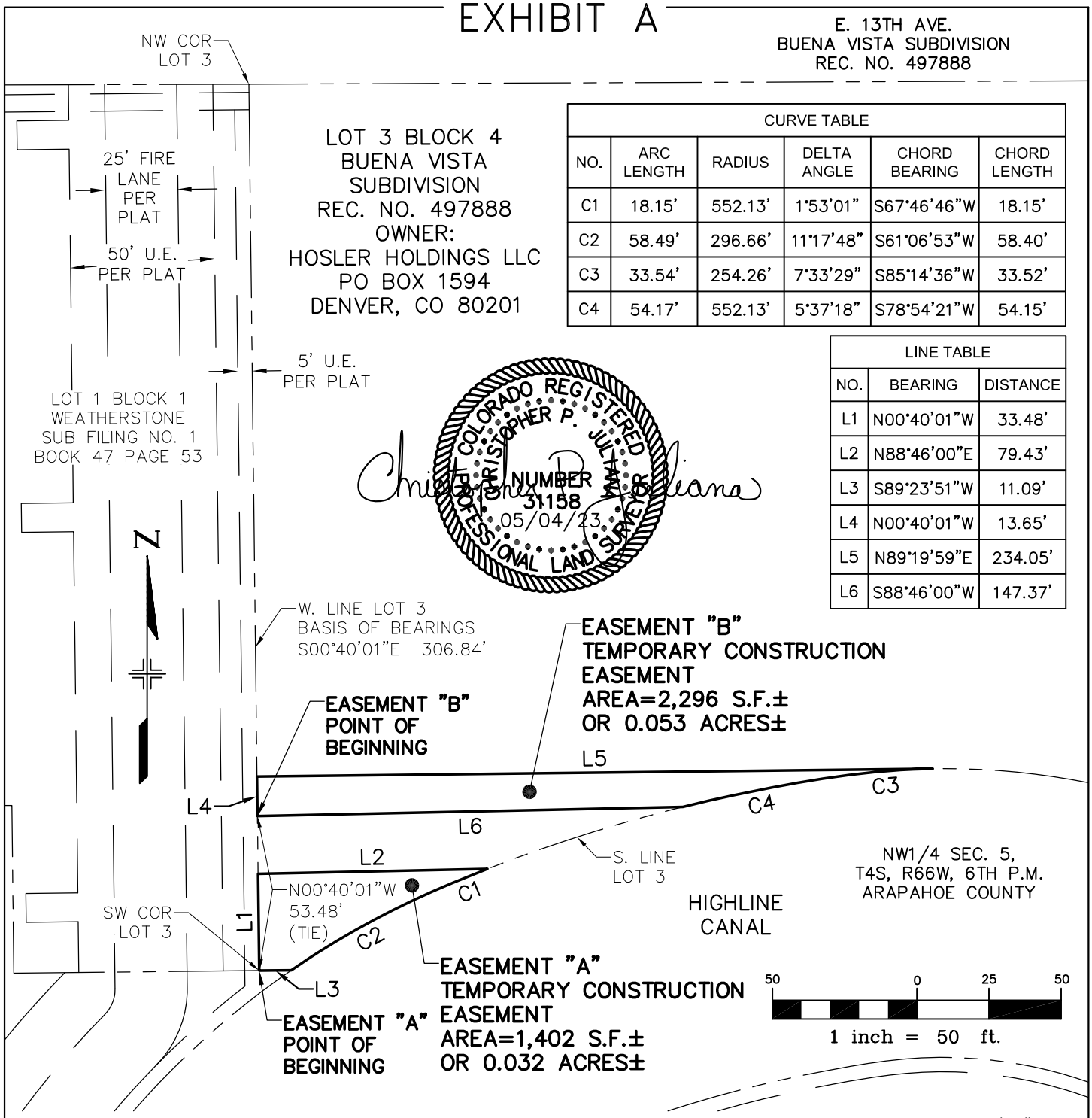
Perimeter: 317.860'	Area: 2,213.89Sq.Ft.
Error Closure: 0.001	Course: N69°05'36"E
Error North : 0.0004	East: 0.0010

Precision 1: 317,860.000

all good RNM 5-8-23

ILLUSTRATION FOR

EXHIBIT A



CURVE TABLE					
NO.	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	18.15'	552.13'	1°53'01"	S67°46'46"W	18.15'
C2	58.49'	296.66'	11°17'48"	S61°06'53"W	58.40'
C3	33.54'	254.26'	7°33'29"	S85°14'36"W	33.52'
C4	54.17'	552.13'	5°37'18"	S78°54'21"W	54.15'

LINE TABLE		
NO.	BEARING	DISTANCE
L1	N00°40'01"W	33.48'
L2	N88°46'00"E	79.43'
L3	S89°23'51"W	11.09'
L4	N00°40'01"W	13.65'
L5	N89°19'59"E	234.05'
L6	S88°46'00"W	147.37'

BEARINGS ARE BASED ON THE WEST LINE OF LOT 3 BLOCK 4 BUENA VISTA SUBDIVISION, BEING S00°40'01"E

THE ABOVE DESCRIBED PARCELS CONTAINS 3,698 SQUARE FEET (0.85 ACRES) MORE OR LESS.

This drawing does not represent a monumented survey. It is intended only to depict the attached legal description.

CITY OF AURORA, COLORADO

DRAWN BY:	SCALE:	R.O.W. FILE NUMBER
JB	1" = 50'	
CHECKED BY:	DATE:	JOB NUMBER:
JN	05-04-23	R13320

A TEMPORARY CONSTRUCTION EASEMENT SITUATED IN THE NW 1/4 OF SECTION 5, T4S, R66W OF THE 6th P.M., CITY OF AURORA, COUNTY OF ARAPAHOE, STATE OF COLORADO

all good RNM 5-8-23

EXHIBIT "A"

LEGAL DESCRIPTION:

TWO PARCELS OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 5, TOWNSHIP 4 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ARAPAHOE, STATE OF COLORADO, ALSO BEING A PORTION OF LOT 3 BLOCK 4 BUENA VISTA SUBDIVISION, FILED AT RECEPTION NO. 497888 IN THE ARAPAHOE COUNTY CLERK AND RECORDER'S OFFICE, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARING OF THIS DESCRIPTION IS ALONG THE WEST LINE OF SAID LOT 3, ASSUMED TO BEAR S00°40'01"E A DISTANCE OF 306.84 FEET FROM THE NORTHWEST CORNER OF SAID LOT 3 TO THE SOUTHWEST CORNER OF SAID LOT 3;

EASEMENT "A"
BEGINNING AT SAID SOUTHEAST CORNER;

THENCE N00°40'01"W ALONG SAID WEST LINE A DISTANCE OF 33.48 FEET; THENCE N88°46'00"E A DISTANCE OF 79.43 FEET TO THE SOUTH LINE OF SAID LOT 3; THENCE ALONG SAID SOUTH LINE ON A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 552.13 FEET, DELTA ANGLE 1°53'01", ARC LENGTH 18.15 FEET, AND A CHORD WHICH BEARS S67°46'46"W A DISTANCE OF 18.15 FEET; THENCE ALONG SAID SOUTH LINE ON A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 296.66 FEET, DELTA ANGLE 11°17'48", ARC LENGTH 58.49 FEET, AND A CHORD WHICH BEARS S61°06'53"W A DISTANCE OF 58.40 FEET; THENCE S89°23'51"W A DISTANCE OF 11.09 FEET TO THE POINT OF BEGINNING.

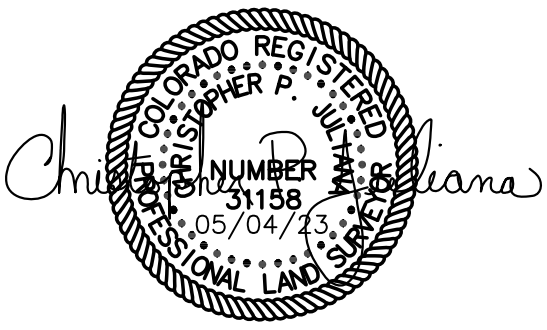
SAID PARCEL CONTAINS 1,402 SQUARE FEET OR 0.032 ACRES, MORE OR LESS.
ALL LINEAL DISTANCES ARE REPRESENTED IN U.S. SURVEY FEET.

EASEMENT "B"
BEGINNING AT A POINT ON SAID EAST LINE, SAID POINT BEARS N00°40'01"W A DISTANCE OF 53.48 FEET FROM SAID SOUTHEAST CORNER;

THENCE N00°40'01"W A DISTANCE OF 13.65 FEET; THENCE N89°19'59"E A DISTANCE OF 234.05 FEET TO SAID SOUTH LINE; THENCE ALONG SAID SOUTH LINE ON A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 254.26 FEET, DELTA ANGLE 7°33'29", ARC LENGTH 33.54 FEET, AND A CHORD WHICH BEARS S85°14'36"W A DISTANCE OF 33.52 FEET; THENCE ALONG SAID SOUTH LINE ON A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 552.13 FEET, DELTA ANGLE 5°37'18", ARC LENGTH 54.17 FEET, AND A CHORD WHICH BEARS S78°54'21"W A DISTANCE OF 54.15 FEET; THENCE S88°46'00"W A DISTANCE OF 147.37 FEET TO THE POINT OF BEGINNING, WHENCE SAID NORTHWEST CORNER BEARS N00°40'01"W A DISTANCE OF 253.36 FEET.

SAID PARCEL CONTAINS 2,296 SQUARE FEET OR 0.053 ACRES, MORE OR LESS.
ALL LINEAL DISTANCES ARE REPRESENTED IN U.S. SURVEY FEET.

I, THE UNDERSIGNED, A REGISTERED LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THIS EXHIBIT WAS PREPARED BY ME OR UNDER MY SUPERVISION AND IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE.



Parcel Map Check Report

Client:	**Prepared by:**
COA	Precision Survey & Mapping
HDR	

Date: 4/6/2023 10:42:14 AM

Parcel Name: BUENA VISTA TEMP A - PSM_Boundary : 1
Description:
Process segment order counterclockwise: False
Enable mapcheck across chord: False

North:1,693,884.956'	East:3,194,721.138'

Segment# 1: Line

Course: N0°40'01"W	Length: 33.482'
North: 1,693,918.436'	East: 3,194,720.748'

Segment# 2: Line

Course: N88°46'00"E	Length: 79.431'
North: 1,693,920.146'	East: 3,194,800.161'

Segment# 3: Curve

Length: 18.151'	Radius: 552.130'
Delta: 1°53'01"	Tangent: 9.076'
Chord: 18.150'	Course: S67°46'46"W
Course In: S21°16'44"E	Course Out: N23°09'45"W
RP North: 1,693,405.657'	East: 3,195,000.533'
End North: 1,693,913.282'	East: 3,194,783.358'

Segment# 4: Curve

Length: 58.491'	Radius: 296.663'
Delta: 11°17'48"	Tangent: 29.341'
Chord: 58.397'	Course: S61°06'53"W
Course In: S23°14'13"E	Course Out: N34°32'01"W
RP North: 1,693,640.684'	East: 3,194,900.402'
End North: 1,693,885.073'	East: 3,194,732.227'

Segment# 5: Line

Course: S89°23'51"W	Length: 11.090'
North: 1,693,884.956'	East: 3,194,721.137'

Perimeter: 200.645'	Area: 1,401.69Sq.Ft.
Error Closure: 0.001	Course: S68°18'42"W
Error North : -0.0002	East: -0.0005

Precision 1: 200,645.000

Parcel Name: BUENA VISTA TEMP B - PSM_Boundary : 1
Description:
Process segment order counterclockwise: False
Enable mapcheck across chord: False

North:1,693,938.436'	East:3,194,720.515'

Segment# 1: Line

Course: N0°40'01"W	Length: 13.647'
North: 1,693,952.082'	East: 3,194,720.356'

Segment# 2: Line

Course: N89°19'59"E	Length: 234.050'
North: 1,693,954.806'	East: 3,194,954.390'

Segment# 3: Curve

Length: 33.541'	Radius: 254.260'
Delta: 7°33'29"	Tangent: 16.795'
Chord: 33.516'	Course: S85°14'36"W
Course In: S0°58'39"E	Course Out: N8°32'09"W
RP North: 1,693,700.583'	East: 3,194,958.728'
End North: 1,693,952.027'	East: 3,194,920.989'

Segment# 4: Curve

Length: 54.173'	Radius: 552.130'
Delta: 5°37'18"	Tangent: 27.108'
Chord: 54.151'	Course: S78°54'21"W
Course In: S8°17'00"E	Course Out: N13°54'18"W
RP North: 1,693,405.657'	East: 3,195,000.533'
End North: 1,693,941.607'	East: 3,194,867.849'

Segment# 5: Line

Course: S88°46'00"W	Length: 147.369'
North: 1,693,938.435'	East: 3,194,720.515'

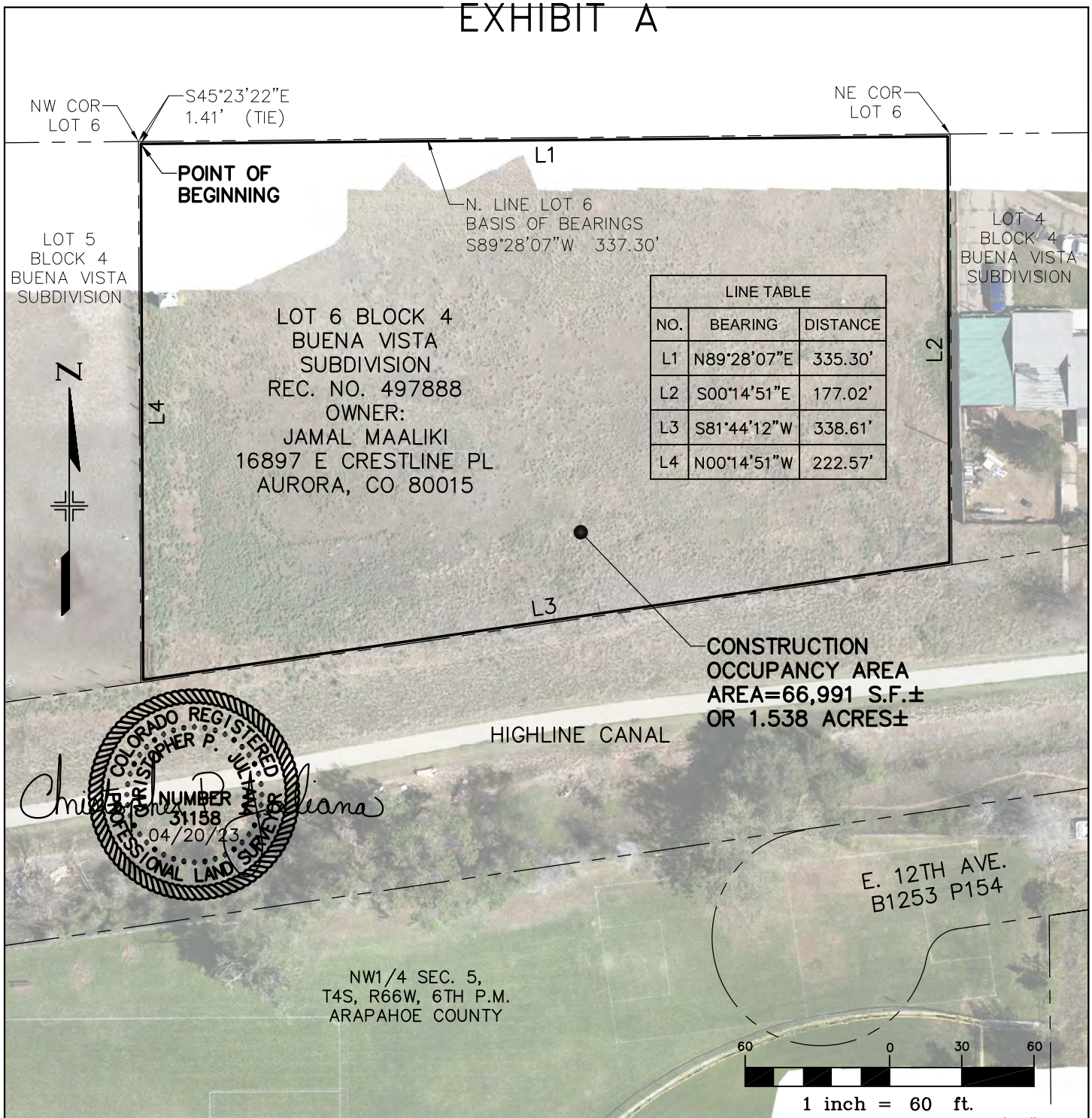
Perimeter: 482.779'	Area: 2,295.64Sq.Ft.
Error Closure: 0.001	Course: S38°08'09"W
Error North : -0.0008	East: -0.0007

Precision 1: 482,780.000

all good RNM 4-27-23

ILLUSTRATION FOR

EXHIBIT A



LINE TABLE		
NO.	BEARING	DISTANCE
L1	N89°28'07"E	335.30'
L2	S00°14'51"E	177.02'
L3	S81°44'12"W	338.61'
L4	N00°14'51"W	222.57'

BEARINGS ARE BASED ON THE NORTH LINE OF LOT 6 BLOCK 4 BUENA VISTA SUBDIVISION, BEING S89°28'07"W

THE ABOVE DESCRIBED PARCEL CONTAINS 66,991 SQUARE FEET (1.538 ACRES) MORE OR LESS.

This drawing does not represent a monumented survey. It is intended only to depict the attached legal description.

CITY OF AURORA, COLORADO

DRAWN BY:	SCALE:	R.O.W. FILE NUMBER
JB	1" = 60'	
CHECKED BY:	DATE:	JOB NUMBER:
JN	04-20-23	R13320

A CONSTRUCTION OCCUPANCY AREA SITUATED IN THE NW 1/4 OF SECTION 5, T4S, R66W OF THE 6th P.M., CITY OF AURORA, COUNTY OF ARAPAHOE, STATE OF COLORADO

all good RNM 4-27-23

EXHIBIT "A"

LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 5, TOWNSHIP 4 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ARAPAHOE, STATE OF COLORADO, ALSO BEING A PORTION OF LOT 6 BLOCK 4 BUENA VISTA SUBDIVISION, FILED IN THE ARAPAHOE COUNTY CLERK AND RECORDER'S OFFICE, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

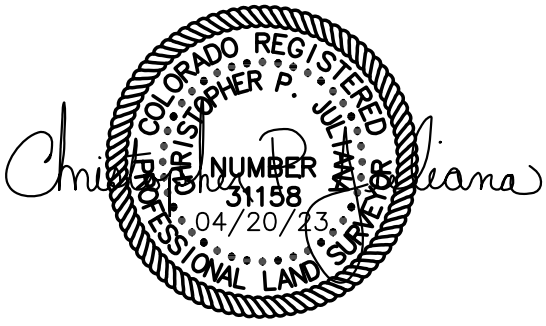
BASIS OF BEARING OF THIS DESCRIPTION IS ALONG THE NORTH LINE OF SAID LOT 6, ASSUMED TO BEAR S89°28'07"W A DISTANCE OF 337.30 FEET FROM THE NORTHEAST CORNER OF SAID LOT 6 TO THE NORTHWEST CORNER OF SAID LOT 6;

BEGINNING AT A POINT WHICH BEARS S45°23'22"E A DISTANCE OF 1.41 FEET FROM SAID NORTHWEST CORNER;

THENCE N89°28'07"E A DISTANCE OF 335.30 FEET; THENCE S00°14'51"E A DISTANCE OF 177.02 FEET; THENCE S81°44'12"W A DISTANCE OF 338.61 FEET; THENCE N00°14'51"W A DISTANCE OF 222.57 FEET TO THE POINT OF BEGINNING, WHENCE SAID NORTHEAST CORNER BEARS N89°17'53"E A DISTANCE OF 336.31 FEET.

SAID PARCEL CONTAINS 66,991 SQUARE FEET OR 1.538 ACRES, MORE OR LESS.
ALL LINEAL DISTANCES ARE REPRESENTED IN U.S. SURVEY FEET.

I, THE UNDERSIGNED, A REGISTERED LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THIS EXHIBIT WAS PREPARED BY ME OR UNDER MY SUPERVISION AND IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE.



Parcel Map Check Report

Client:	**Prepared by:**
COA	Precision Survey & Mapping
HDR	

Date: 4/12/2023 7:11:09 AM

Parcel Name: MAALIKI - PSM_Boundary : 1
Description:
Process segment order counterclockwise: False
Enable mapcheck across chord: False

North:1,693,851.392'	East:3,195,654.952'

Segment# 1: Line

Course: N89°28'07"E	Length: 335.304'
North: 1,693,854.502'	East: 3,195,990.241'

Segment# 2: Line

Course: S0°14'51"E	Length: 177.018'
North: 1,693,677.486'	East: 3,195,991.006'

Segment# 3: Line

Course: S81°44'12"W	Length: 338.608'
North: 1,693,628.820'	East: 3,195,655.913'

Segment# 4: Line

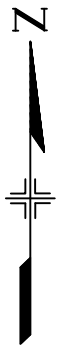
Course: N0°14'51"W	Length: 222.573'
North: 1,693,851.391'	East: 3,195,654.952'

Perimeter: 1,073.502'	Area: 66,991.25Sq.Ft.
Error Closure: 0.001	Course: S9°22'11"E
Error North : -0.0014	East: 0.0002

Precision 1: 1,073,503.000

ILLUSTRATION FOR

EXHIBIT A



COLORADO REGISTERED
CHRISTOPHER P. JULIANA
NUMBER
31158
03/05/24
PROFESSIONAL LAND SURVEYOR

E BATAVIA DR

S'LY R.O.W.

POINT OF BEGINNING

L7

NE COR

L1

L6

E. LINE BASIS OF BEARINGS N00°24'34"W 65.34'

L2

L5

L3

L4

SE COR

TEMPORARY CONSTRUCTION EASEMENT AREA=1,203 S.F.± OR 0.028 ACRES±

OWNER:
FREUND INVESTMENTS LLC
REC. NO. 40650

OWNER:
VILLAGE INN PANCAKE HOUSE C/O
AMERICAN BLUE RIBBON HOLDINGS LLC
15460 E BATAVIA DR
AURORA CO 80011
REC. NO. 2007000052593

LINE TABLE		
NO.	BEARING	DISTANCE
L1	S00°24'34"E	27.62'
L2	S30°00'00"W	14.82'
L3	S00°24'34"E	24.93'
L4	S89°39'58"W	20.00'
L5	N00°24'34"W	30.34'
L6	N30°00'00"E	40.54'
L7	N89°38'14"E	6.98'

SW1/4 SEC. 32,
T3S, R66W, 6TH P.M.
ADAMS COUNTY

50 0 25 50

1 inch = 50 ft.

BEARINGS ARE BASED ON THE EAST LINE OF RECEPTION NO. 40650 BEING N00°24'34"W
THE ABOVE DESCRIBED PARCEL CONTAINS 1,203 SQUARE FEET (0.028 ACRES) MORE OR LESS.

This drawing does not represent a monumented survey. It is intended only to depict the attached legal description.

CITY OF AURORA, COLORADO

DRAWN BY:	SCALE:	R.O.W. FILE NUMBER
JB	1" = 50'	
CHECKED BY:	DATE:	JOB NUMBER:
JN	03-05-24	R13320

A TEMPORARY CONSTRUCTION EASEMENT SITUATED IN SW 1/4 OF SECTION 32, T3S, R66W OF THE 6th P.M., CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO

EXHIBIT "A"

LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO, ALSO BEING A PORTION OF THE LANDS DESCRIBED AT RECEPTION NO. 40650, FILED IN THE ADAMS COUNTY CLERK AND RECORDER'S OFFICE, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARING OF THIS DESCRIPTION IS ALONG THE EAST LINE OF SAID PROPERTY, ASSUMED TO BEAR N00°24'34"W A DISTANCE OF 65.34 FEET FROM THE SOUTHEAST CORNER OF SAID PROPERTY TO THE NORTHEAST CORNER OF SAID PROPERTY;

BEGINNING AT A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF EAST BATAVIA DRIVE, SAID POINT ALSO BEING SAID NORTHEAST CORNER;

THENCE S00°24'34"E ALONG SAID EAST LINE A DISTANCE OF 27.62 FEET; THENCE S30°00'00"W A DISTANCE OF 14.82 FEET; THENCE S00°24'34"E A DISTANCE OF 24.93 FEET TO THE SOUTH LINE OF SAID PROPERTY; THENCE S89°39'58"W ALONG SAID SOUTH LINE A DISTANCE OF 20.00 FEET; THENCE N00°24'34"W A DISTANCE OF 30.34 FEET; THENCE N30°00'00"E A DISTANCE OF 40.54 FEET TO SAID SOUTHERLY RIGHT-OF-WAY; THENCE N89°38'14"E ALONG SAID SOUTHERLY RIGHT-OF-WAY A DISTANCE OF 6.98 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 1,203 SQUARE FEET OR 0.028 ACRES, MORE OR LESS.
ALL LINEAL DISTANCES ARE REPRESENTED IN U.S. SURVEY FEET.

I, THE UNDERSIGNED, A REGISTERED LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THIS EXHIBIT WAS PREPARED BY ME OR UNDER MY SUPERVISION AND IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE.

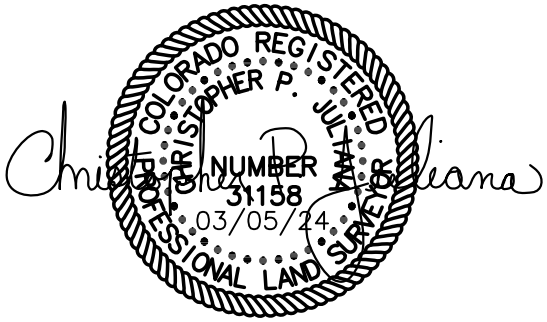
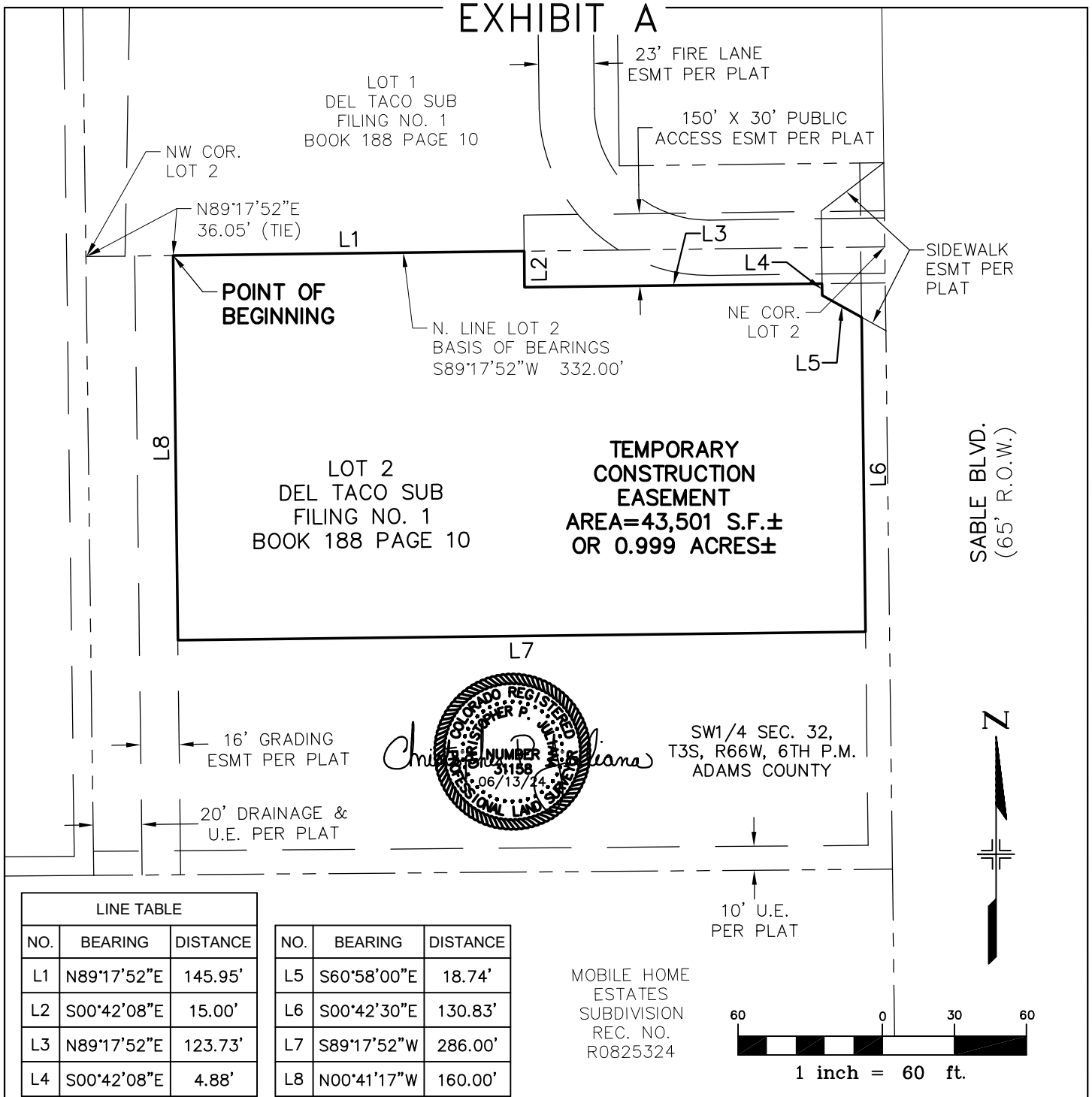


ILLUSTRATION FOR

EXHIBIT A



LINE TABLE		
NO.	BEARING	DISTANCE
L1	N89°17'52"E	145.95'
L2	S00°42'08"E	15.00'
L3	N89°17'52"E	123.73'
L4	S00°42'08"E	4.88'

NO.	BEARING	DISTANCE
L5	S60°58'00"E	18.74'
L6	S00°42'30"E	130.83'
L7	S89°17'52"W	286.00'
L8	N00°41'17"W	160.00'

BEARINGS ARE BASED ON THE NORTH LINE OF LOT 2, DEL TACO SUBDIVISION FILING NO. 1 BEING S89°17'52"W

THE ABOVE DESCRIBED PARCELS CONTAIN 43,501 SQUARE FEET (0.999 ACRES) MORE OR LESS.

This drawing does not represent a monumented survey. It is intended only to depict the attached legal description.

CITY OF AURORA, COLORADO

DRAWN BY:	SCALE:	R.O.W. FILE NUMBER
JB	1" = 60'	
CHECKED BY:	DATE:	JOB NUMBER:
JN	06-13-24	R13320

A PARCEL OF LAND SITUATED IN THE SW 1/4 OF SECTION 32, T3S, R66W OF THE 6th P.M., CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO

EXHIBIT "A"

LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 4 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ARAPAHOE, STATE OF COLORADO, ALSO BEING A PORTION OF LOT 2 OF DEL TACO SUBDIVISION FILING NO. 1, FILED AT BOOK 188 PAGE 10 IN THE ARAPAHOE COUNTY CLERK AND RECORDER'S OFFICE, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

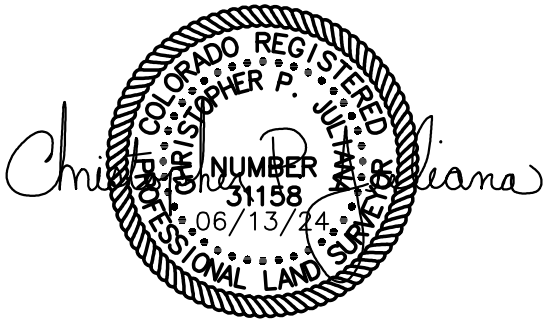
BASIS OF BEARING OF THIS DESCRIPTION IS ALONG THE NORTH LINE OF SAID LOT 2, ASSUMED TO BEAR S89°17'52"W A DISTANCE OF 332.00 FEET FROM THE NORTHEAST CORNER OF LOT 2 TO THE NORTHWEST CORNER OF SAID LOT 2;

BEGINNING AT A POINT ON THE NORTH LINE OF SAID LOT 2, SAID POINT BEARS N89°17'52"E A DISTANCE OF 36.05 FEET FROM SAID NORTHWEST CORNER;

THENCE N89°17'52"E ALONG SAID NORTH LINE A DISTANCE OF 145.95 FEET; THENCE S00°42'08"E A DISTANCE OF 15.00 FEET; THENCE N89°17'52"E A DISTANCE OF 123.73 FEET; THENCE S00°42'08"E A DISTANCE OF 4.88 FEET; THENCE S60°58'00"E A DISTANCE OF 18.74 FEET; THENCE S00°42'30"E A DISTANCE OF 130.83 FEET; THENCE S89°17'52"W A DISTANCE OF 286.00 FEET; THENCE N00°41'17"W A DISTANCE OF 160.00 FEET TO THE POINT OF BEGINNING; WHENCE SAID NORTHEAST CORNER BEARS N89°17'52"E A DISTANCE OF 295.95 FEET.

SAID PARCEL CONTAINS 43,501 SQUARE FEET OR 0.999 ACRES, MORE OR LESS.
ALL LINEAL DISTANCES ARE REPRESENTED IN U.S. SURVEY FEET.

I, THE UNDERSIGNED, A REGISTERED LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THIS EXHIBIT WAS PREPARED BY ME OR UNDER MY SUPERVISION AND IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE.



Parcel Map Check Report

Client:	**Prepared by:**
Client	Preparer
Client Company	Your Company Name
Address 1	123 Main Street

Date: 6/13/2024 9:09:42 AM

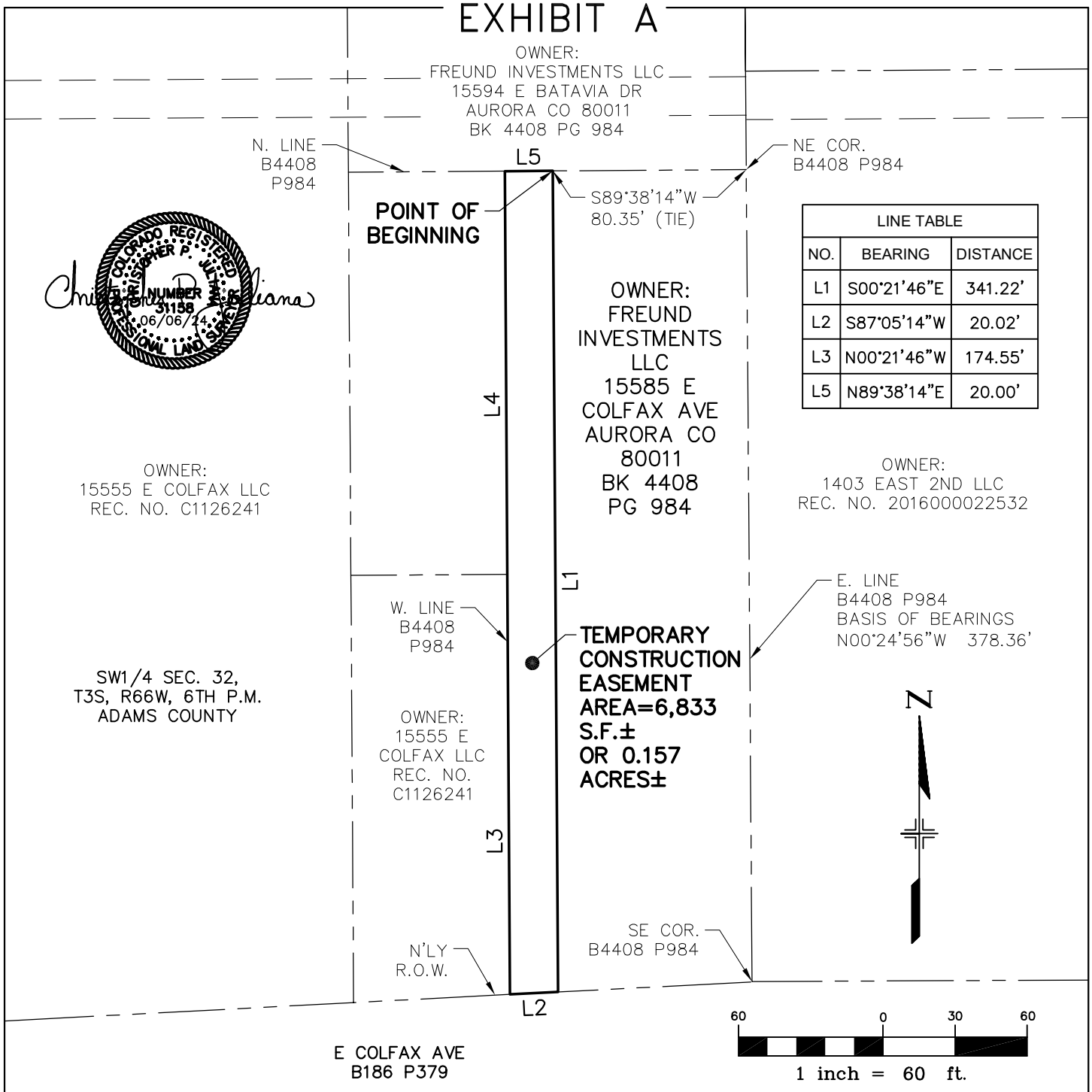
Parcel Name: DEL TACO LOT 2 - PSM_Boundary : 1
Description:
Process segment order counterclockwise: False
Enable mapcheck across chord: False

North:1,694,754.370'	East:3,191,355.096'
Segment# 1: Line	
Course: S89°17'52"W	Length: 286.002'
North: 1,694,750.865'	East: 3,191,069.116'
Segment# 2: Line	
Course: N0°41'17"W	Length: 160.000'
North: 1,694,910.854'	East: 3,191,067.194'
Segment# 3: Line	
Course: N89°17'52"E	Length: 145.947'
North: 1,694,912.642'	East: 3,191,213.130'
Segment# 4: Line	
Course: S0°42'08"E	Length: 15.000'
North: 1,694,897.643'	East: 3,191,213.314'
Segment# 5: Line	
Course: N89°17'52"E	Length: 123.733'
North: 1,694,899.160'	East: 3,191,337.038'
Segment# 6: Line	
Course: S0°42'08"E	Length: 4.877'
North: 1,694,894.283'	East: 3,191,337.098'
Segment# 7: Line	
Course: S60°58'00"E	Length: 18.736'
North: 1,694,885.190'	East: 3,191,353.479'
Segment# 8: Line	
Course: S0°42'30"E	Length: 130.830'
North: 1,694,754.370'	East: 3,191,355.097'
Perimeter: 885.125'	Area: 43,500.90Sq.Ft.
Error Closure: 0.000	Course: S88°39'21"E
Error North : 0.0000	East: 0.0004

Precision 1: 885,125,000.000

ILLUSTRATION FOR

EXHIBIT A



LINE TABLE		
NO.	BEARING	DISTANCE
L1	S00°21'46"E	341.22'
L2	S87°05'14"W	20.02'
L3	N00°21'46"W	174.55'
L5	N89°38'14"E	20.00'

BEARINGS ARE BASED ON THE SOUTH LINE OF THE LANDS DESCRIBED AT BOOK 4408 PAGE 984, BEING S89°38'14"W

THE ABOVE DESCRIBED PARCELS CONTAIN 6,833 SQUARE FEET (0.157 ACRES) MORE OR LESS.

This drawing does not represent a monumented survey. It is intended only to depict the attached legal description.

CITY OF AURORA, COLORADO

DRAWN BY:	SCALE:	R.O.W. FILE NUMBER
JB	1" = 60'	
CHECKED BY:	DATE:	JOB NUMBER:
JN	06-06-24	R13320

A PARCEL OF LAND SITUATED IN THE SW 1/4 OF SECTION 32, T3S, R66W OF THE 6th P.M., CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO

EXHIBIT "A"

LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO, ALSO BEING A PORTION OF THE LANDS DESCRIBED AT BOOK 4408 PAGE 984, FILED IN THE ADAMS COUNTY CLERK AND RECORDER'S OFFICE, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

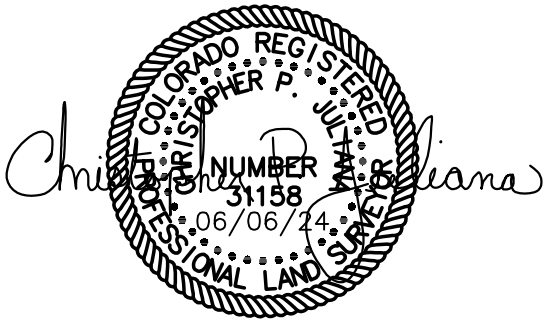
BASIS OF BEARING OF THIS DESCRIPTION IS ALONG THE EAST LINE OF SAID BOOK AND PAGE, ASSUMED TO BEAR N00°24'56"W A DISTANCE OF 378.36 FEET FROM THE SOUTHEAST CORNER OF SAID BOOK AND PAGE TO THE NORTHEAST CORNER OF SAID BOOK AND PAGE;

BEGINNING AT A POINT ON THE NORTH LINE OF SAID BOOK AND PAGE, SAID POINT BEARS S89°38'14"W A DISTANCE OF 80.35 FEET FROM SAID NORTHEAST CORNER;

THENCE S00°21'46"E A DISTANCE OF 341.22 FEET TO THE NORTHERLY RIGHT-OF-WAY OF COLFAX AVENUE; THENCE S87°05'14"W ALONG SAID NORTHERLY RIGHT-OF-WAY A DISTANCE OF 20.02 FEET TO THE WEST LINE OF SAID BOOK AND PAGE; THENCE N00°21'46"W ALONG SAID WEST LINE A DISTANCE OF 174.55 FEET; THENCE N00°21'46"W A DISTANCE OF 167.56 FEET TO SAID NORTH LINE; THENCE N89°38'14"E ALONG SAID NORTH LINE A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING; WHENCE SAID SOUTHEAST CORNER BEARS S13°42'42"E A DISTANCE OF 347.03 FEET.

SAID PARCEL CONTAINS 6,833 SQUARE FEET OR 0.157 ACRES, MORE OR LESS.
ALL LINEAL DISTANCES ARE REPRESENTED IN U.S. SURVEY FEET.

I, THE UNDERSIGNED, A REGISTERED LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THIS EXHIBIT WAS PREPARED BY ME OR UNDER MY SUPERVISION AND IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE.



Parcel Map Check Report

Client:	**Prepared by:**
Client	Preparer
Client Company	Your Company Name
Address 1	123 Main Street
Date: 6/6/2024 11:30:34 AM	

Parcel Name: 15555 E COLFAX LLC 2 - PSM_Boundary : 1
Description:
Process segment order counterclockwise: False
Enable mapcheck across chord: False

North:1,695,448.231'	East:3,194,919.678'
Segment# 1: Line	
Course: N0°21'46"W	Length: 167.560'
North: 1,695,615.788'	East: 3,194,918.617'
Segment# 2: Line	
Course: N89°38'14"E	Length: 20.000'
North: 1,695,615.915'	East: 3,194,938.617'
Segment# 3: Line	
Course: S0°21'46"E	Length: 341.219'
North: 1,695,274.702'	East: 3,194,940.777'
Segment# 4: Line	
Course: S87°05'14"W	Length: 20.020'
North: 1,695,273.685'	East: 3,194,920.783'
Segment# 5: Line	
Course: N0°21'46"W	Length: 174.550'
North: 1,695,448.232'	East: 3,194,919.678'
Perimeter: 723.349'	Area: 6,833.29Sq.Ft.
Error Closure: 0.000	Course: N31°55'19"W
Error North : 0.0003	East: -0.0002

Precision 1: 723,349,000.000

CONDEMNATION PROCEDURES

see C.R.S. Title 38, Article 1 (§ 38-1-101 et seq.)

I. PRE-PETITION STEPS

A. Obtain a Legal Description of the property, sufficiently clear and definite to enable the property to be located without difficulty, so that the landowner can assess the effects upon his/her/its property.

B. Pass a Legislative Declaration (an ordinance) identifying the condemnation project, declaring that the project is for a "public use", and finding that the acquisition of the property is necessary for the project.

C. Obtain an Appraisal from a licensed appraiser of the "reasonable market value" of the property to be condemned, and conduct a Title Search in order to identify all persons with record interests in the property.

D. Conduct Good Faith Negotiations with the Landowner, including, at a bare minimum, one reasonable offer to purchase, and allowing a reasonable period of time (e.g., two weeks) for the landowner to respond.

E. Obtain a Current Title Commitment, including the Legal Description and the Status of all Encumbrances on the property.

F. Send a formal Notice of Intent to Acquire the Property to every person with a record interest in the property.

[Note: If the value of the property to be condemned exceeds $5,000, the notice of intent to acquire must advise the landowner that the condemnor will pay for the reasonable cost of an appraisal for the landowner if the landowner provides a copy of such appraisal to the condemnor within ninety days after the notice of intent to acquire. The valuation trial may not take place until the ninety days have passed or the condemnor has received the landowner's appraisal, whichever occurs first. However, the condemnor may initiate condemnation proceedings (i.e., file suit) and may obtain possession of the property pursuant to a court order at an "immediate possession hearing" before the passage of the ninety days.]

II. FILING THE CONDEMNATION CASE

A. Summons

B. Petition in Condemnation

(1) Citation of Constitutional and Statutory Authority to Condemn

(2) Reference to Legislative Declaration that Project is for Public Use and that Acquisition of the Property is Necessary for the Project

(3) Legal Description of the Property to be Condemned, and the Nature of the Property Interests to be Acquired

(4) Identification of all Persons who have or may have an Interest in the Property

(5) Statement that Good Faith Negotiations have Failed

(6) Prayer for Immediate Possession

(7) Reminder of Landowner's Duty to Mitigate Damage Claims

C. Notice of Lis Pendens

D. Notice of Immediate Possession Hearing

III. POST-FILING PROCEDURES

A. Immediate Possession Hearing on Condemnor's Motion
-- takes place approximately 30-60 days after filing of petition
-- is often stipulated, leaving only "just compensation" to be determined
-- is accompanied by condemnor's deposit into court of funds equal to appraised value of property (according to condemnor's appraisal)

B. Trial to Determine the Value of the Property Interests Condemned
-- the date of valuation is usually the date when the condemnor is first authorized to take possession of the property; interest added therefrom
-- the burden of proving fair market value is on the landowner

C. Rule and Order Issued by the Court
-- this is the court's judgment, and has the same legal effect as a deed

D. Hearing on Landowner's Bill of Costs (if these cannot be stipulated)
-- the landowner's reasonable costs, appraisal fees, and expert witness fees (but not attorney fees) are recoverable, from the condemnor, as part of the landowner's "just compensation" for the taking

E. Hearing on Apportionment of Award among Condemned Landowners
-- a tenant, for example, is not entitled to a separate award from the condemnor for the value (if any) of the tenant's leasehold interest; rather, the tenant must seek recovery out of the landowner's award
-- the condemnor is not involved

CITY OF AURORA
Council Agenda Commentary

Item Title: Forrest Trace Metropolitan District No.1 Service Plan Amendment (Resolution) - PH
Item Initiator: Michael Kerrigan, Special District Administrator, Development Services
Staff Source/Legal Source: Michael Kerrigan, Special District Administrator, Development Services / Brian Rulla, Assistant City Attorney
Outside Speaker: Tom George, Spencer Fane LLP
Council Goal: 2012: 6.0--Provide a well-managed and financially strong City

COUNCIL MEETING DATES:

Study Session: 2/24/2025

Regular Meeting: 3/12/2025

2nd Regular Meeting (if applicable): 3/24/2025

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)

Michael Kerrigan, Special District Administrator, Development Services / Brian Rulla, Assistant City Attorney
Outside Speaker: Tom George, Spencer Fane LLP

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: Management & Finance

Policy Committee Date: 2/6/2025

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 Forest Trace Metropolitan District No.1 (the "District") was created to plan, design, acquire, construct, install, relocate, finance, own, operate, and maintain the public improvements necessary to develop the project commonly known as Forest Trace Village generally located at southeast corner of E-470 and E. Smoky Hill Road. City Council approved the Service Plan for the District in July 2006.

The approved Service Plan requires the District to impose the Aurora Regional Improvement ("ARI") mill levy to fund the planning, design, permitting, construction, acquisition, and financing of regional street and transportation related improvements that benefit the service area of the District. The improvement projects to be funded by the ARI are intended to be large, regional projects that have limited funding sources available. The ARI Mill Levy for the District fall into two general categories based upon land usage and the ARI Mill Levy increases over time.

Residential metro districts:

- Tier 1- 1 mill in years 1-20.
- Tier 2- 5 mills in years 21-40 or the year of debt repayment whichever occurs first.
- Tier 3- Average of last 10 years debt service mills in years 41-50.

Commercial (non-residential) districts:

- Tier 1- 1 mill in years 1-20.
- Tier 2- 1.5 mills in years 21-40.
- Tier 3- Lesser of 20 mills or average of last 10 years debt service mills in years 41-45.

Additionally, the District is provided three options for how the ARI Mill Levy funds are to be managed:

1. Establish or join an ARI Authority with three or more other metropolitan districts; the ARI Authority then directs the use of funds.
2. Execute an IGA with the City which directs the use of funds.
3. Convey the funds to the City at which point the City determines how to use the funds.

In 2017 the District entered into an establishment agreement to form the South Aurora Regional Improvement Authority (SARIA). SARIA was created to use the ARI Mill Levy revenue from its member districts to fund regional transportation infrastructure projects. The following 22 Metropolitan Districts are members of the authority, and districts marked with an asterisk currently have residents:

- Beacon Point Metropolitan District*
- Blackstone Metropolitan District*
- Forest Trace Metropolitan Districts Nos. 1-3 * (only Districts 1 and 3 have residents)
- Inspiration Metropolitan District*
- Kings Point South Metropolitan Districts Nos. 1-3

- Overlook at Kings Point South Metropolitan District
- Prairie Point Metropolitan District Nos. 1-3
- Pronghorn Valley Metropolitan District*
- Senac South Metropolitan Districts Nos. 1-4
- Sorrel Ranch Metropolitan District*
- Southlands Metropolitan District No. 2*
- Wheatlands Metropolitan District*
- Whispering Pines Metropolitan District No. 1*

Each of these districts, with the exception of Beacon Point Metropolitan District, Blackstone Metropolitan District, Forest Trace Metropolitan District No. 2, Senac South Metropolitan District Nos. 1-4, Southlands Metropolitan District No. 2, and Wheatlands Metropolitan District are requesting amendments to their Service Plans to update the ARI Mill Levy language.

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

The service plan amendment is limited in scope to amend the ARI Mill Levy. SARIA is currently planning to refund its existing debt in an effort to achieve savings. With the refunding, SARIA will also issue new bonds and the proceeds of which will be used to further the purposes of its establishment agreement. The service plan amendments clarify an uncertainty for the tier 3 ARI Mill Levy. The current ARI Mill Levy language is written such that the tier 3 ARI Mill Levy will not be known until 40 to 50 years in the future, this uncertainty poses a risk for the bond market. The adjusted ARI Mill Levy definition changed with this service plan amendment provides a known fixed mill levy today for the tier 3 ARI Mill Levy, thereby providing more certainty for the bond market which in turn should bring more favorable financing for the upcoming SARIA bond issuance.

The amended ARI Mill Levy definitions are shown below for each SARIA member district, the specific treatment for the District is highlighted in red.

Group 1- member districts with residents and no current debt mill levy or current debt mill levy greater than 30 mills:

- Tier 1- 1 mill (amount and time period unchanged)
- Tier 2- 5 mills (amount and time period unchanged)
- Tier 3- 30 mills (time period unchanged, amount fixed at 30 mills)

Forest Trace Metropolitan District No. 1 (no 2023/24 debt service levy imposed)
Forest Trace Metropolitan District No. 3 (2023/24 debt service levy = 56.440
Inspiration Metropolitan District (2023/24 debt service levy = 34 mills)
Pronghorn Valley Metropolitan District (2023/24 debt service levy = 57.156)

Group 2- member districts with current debt mill levies less than 30 mills:

- Tier 1- 1 mill (amount and time period unchanged)
- Tier 2- 5 mills (amount and time period unchanged)
- Tier 3- Lesser of 30 mills or 2023/24 debt service mill levy (time period unchanged, amount changed to be reflective of current debt service mill levy)

Sorrel Ranch Metropolitan District: Tier 3 = 28.154 mills

Whispering Pines Metropolitan District No. 1: Tier 3 = 26 mills

Group 3- member districts with no residents and no current debt mill levy:

- Tier 1- 5 mills (time period unchanged, amount increased from 1 to 5)
- Tier 2- 5 mills (amount and time period unchanged)
- Tier 3- 30 mills (time period unchanged, amount changed to be fixed at 30 mills)

Kings Point South Metropolitan District Nos. 1-3
Overlook at Kings Point South Metropolitan District
Prairie Point Metropolitan District Nos. 1-3

Group 4- member districts with no Service Plan Amendment Proposed:
Beacon Point Metropolitan District
Blackstone Metropolitan District
Forest Trace Metropolitan District No. 2
Senac South Metropolitan District Nos. 1-4
Southlands Metropolitan District No. 2
Wheatlands Metropolitan District

In addition to the Service Plan Amendments, there are four accompanying IGAs. The Transportation Impact Fee agreement will be presented concurrently with the amendments. IGAs for the Gun Club Road, Aurora Parkway Improvements, and Gartrell Road Improvements projects will be presented at a future TAPS committee meeting.

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 forward this item to the Regular City Council Meeting as proposed?

LEGAL COMMENTS

Title 32, Article 1, C.R.S., as amended, and Section 122-36(b) of the City Code each provide that material modifications to an approved metropolitan district service plan may be made by the board of directors of a district only by petition to and approval by the City Council in substantially the same manner as provided for in the approval for an original service plan.

Section 122-32 of the City Code requires that the City Council conduct a public hearing regarding approval of the proposed district and its service plan. Therefore, a public hearing is required prior to material modifications of the service plan pursuant to Section 122-36(b).

Section 122-30(21) further requires that the special district enter into a written agreement with the City. The proposed Intergovernmental Agreement satisfies the requirements set forth therein. As the proposed Agreement is with another governmental entity, a resolution is required to authorize its execution. (City Charter Section 10-12.)

All legislative enactments must be in the form of ordinances pursuant to Section 5-1 of the Charter of the City of Aurora, Colorado and City Council Rule F.1 provides that an ordinance remains in effect until otherwise rescinded or amended by the City Council.

(Rulla)

ORDINANCE NO. 2025-__

A BILL

FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO APPROVING AN AMENDMENT TO THE SERVICE PLAN FOR FORREST TRACE METROPOLITAN DISTRICT NO. 1

WHEREAS, the City Council (the "City Council") of the City of Aurora, Colorado (the "City") previously approved the Service Plan (the "Service Plan") for the Forrest Trace Metropolitan District No. 1 (the "District") on July 24, 2006; and

WHEREAS, pursuant to Section 32-1-204.5, C.R.S., as amended, and Section 122-29 of the City Code, an Amendment to the Service Plan (the "Service Plan Amendment") for the District has been submitted to the City Council; and

WHEREAS, pursuant to the provisions of Title 32, Article 1, C.R.S., as amended, and Chapter 122 of the City Code, the City Council is to hold a public hearing on the Service Plan Amendment for the District; and

WHEREAS, notice of the hearing before the City Council was duly published in the *Aurora Sentinel*, a newspaper of general circulation within the City, as required by law, and mailed to all interested persons, the Division of Local Government, and the governing body of each municipality and title 32 district that has levied an ad valorem tax within the next preceding tax year and that has boundaries within a radius of three miles of the District; and

WHEREAS, the Aurora Regional Improvement mill levy imposed within the City's model service plan allows for the formation of an Authority by three (3) or more districts to fund regional infrastructure with the pledge of their ARI mill levies collected from all member districts; and

WHEREAS, the District previously entered into that certain South Aurora Regional Improvement Authority Establishment Agreement (the "SARIA Establishment Agreement") and is a member district of the South Aurora Regional Improvement Authority ("SARIA"), and, consistent with the Service Plan and the SARIA Establishment Agreement, the District has pledged its ARI Mill Levy (as defined in the Service Plan) to SARIA; and

WHEREAS, the Service Plan Amendment provides that Section A of the definition of "ARI Mill Levy" in Section II of the Service Plan shall be deleted in its entirety and replaced with the following language: "For a district with property within its boundaries developed with any residential uses means the mill levy imposed for payment of the costs of the planning, design, permitting, construction, acquisition and financing of the improvements described in the ARI Master Plan, which: (i) shall be one (1) mill for collection beginning for each district in the first year of collection of a debt service mill levy by such district and continuing in each year thereafter through the twentieth (20th) year; and (ii) shall be five (5) mills from the twenty-first (21st) year through the fortieth (40th) year or the date of repayment of the debt incurred for Public Improvements, other than Regional Improvements, which ever first occurs; and (iii) for an

additional ten (10) years, the mill levy shall be thirty (30) mills;" and

WHEREAS, the Service Plan Amendment further provides that, Section D of the definition of "ARI Mill Levy" in Section II of the Service Plan shall be deleted in its entirety and replaced with the following language: "If, on or after January 1, 2004, there are changes in the method of calculating assessed valuation or any constitutionally mandated tax credit, cut, or abatement, all mills described in this ARI Mill Levy definition may be increased or decreased to reflect such changes, such increases or decreases to be determined by the Board in good faith (such determination to be binding and final) so that to the extent possible, the actual tax revenues generated by the mill levy, as adjusted for changes occurring after January 1, 2004, are neither diminished nor enhanced as a result of such changes. For purposes of the foregoing, a change in the ratio of actual valuation shall be deemed to be a change in the method of calculating assessed valuation;" and

WHEREAS, the City Council has considered the Service Plan Amendment, and all other testimony and evidence presented at the hearing; and

WHEREAS, the City Council finds that the Service Plan Amendment should be approved unconditionally, as permitted by Sections 32-1-203(2) and 32-1-204.5(1)(a), C.R.S., as amended, and Section 122-34(a) of the City Code; and

WHEREAS, all legislative enactments must be in the form of ordinances pursuant to Section 5-1 of the Charter of the City of Aurora, Colorado and City Council Rule F.1 provides that an ordinance remains in effect until otherwise rescinded or amended by the City Council.

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

Section 1. The City Council hereby finds and determines that all of the requirements of Title 32, Article 1, Part 2, C.R.S., as amended, and Chapter 122 of the City Code relating to the filing of the Service Plan Amendment for the District has been fulfilled and that notice of the hearing was given in the time and manner required by law and that City Council has jurisdiction to act on the Service Plan Amendment.

Section 2. The City Council further determines that all pertinent facts, matters and issues were submitted at the public hearing; that all interested parties were heard or had the opportunity to be heard and that evidence satisfactory to the City Council of each of the following was presented:

a. There is sufficient existing and projected need for organized service in the area to be serviced by the District;

b. The existing service in the area to be served by the District is inadequate for present and projected needs;

c. The District is capable of providing economical and sufficient service to the area within their proposed boundaries;

d. The area included in the District has, or will have, the financial ability to discharge the proposed indebtedness on a reasonable basis;

e. Adequate service is not, or will not be, available to the area through the City, Adams County, or other existing municipal or quasi-municipal corporations, including other existing title 32 districts, within a reasonable time and on a comparable basis;

f. The facility and service standards of the District are compatible with the facility and service standards of the City;

g. The proposed Service Plan Amendment Plan is in substantial compliance with the comprehensive plan of the City as adopted pursuant to the City Code;

h. The proposed Service Plan Amendment is in compliance with any duly adopted City, regional, or state long-range water quality management plan for the area; and

i. The creation of the District will be in the best interests of the area proposed to be served.

Section 3. The City Council hereby approves the Service Plan Amendment for the District as submitted.

Section 4. The ARI Mill Levy defined in this Service Plan Amendment applies only to Forrest Trace Metropolitan District No. 1. In all other instances the definition of ARI Mill Levy in City Code §122-26 shall remain in full force and effect.

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.

Section 7. All prior resolutions or any parts thereof, to the extent that they are inconsistent with this Ordinance, are hereby rescinded.

Section 8. Future amendments to the Intergovernmental Agreement Between the City and the District as well as amendments to the Service Plan shall be by resolution.

INTRODUCED, READ AND ORDERED PUBLISHED this _____ day of _____, 2025.

PASSED AND ORDERED PUBLISHED this _____ day of _____, 2025.

_____
MIKE COFFMAN, Mayor

ATTEST:

_____
KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

PETER A. SCHULTE, CITY ATTORNEY

By: _____ RLA
BRIAN J. RULLA, Assistant City Attorney

SpencerFane

File No. 5027332-0012

January 22, 2025

Office of Development Assistance
City of Aurora
15151 E. Alameda Pkwy
Aurora, CO 80012

Re: Proposed Service Plan Amendments for South Aurora Regional Improvement Authority ("SARIA") Member Districts; Revisions to ARI Mill Levies

To the Office of Development Assistance, City of Aurora:

I. Introduction

The South Aurora Regional Improvement Authority ("SARIA") is a contractually-established authority created for the purpose of funding regional transportation improvements in the southern portion of Aurora. SARIA was originally established by intergovernmental agreement in 2017 and currently includes as its members the City of Aurora (the "City") in addition to the following 22 individual metropolitan districts:

Beacon Point Metropolitan District
Blackstone Metropolitan District
Forest Trace Metropolitan District Nos. 1-3
Inspiration Metropolitan District
Kings Point South Metropolitan District Nos. 1-3
Overlook at Kings Point South Metropolitan District
Prairie Point Metropolitan District Nos. 1-3
Pronghorn Valley Metropolitan District
Senac South Metropolitan District Nos. 1-4
Sorrel Ranch Metropolitan District
Southlands Metropolitan District No. 2
Wheatlands Metropolitan District
Whispering Pines Metropolitan District No. 1

Submitted with this letter are proposed service plan amendments (the "Service Plan Amendments") to amend the service plans of all but nine of SARIA's member districts (excluding such nine districts, the "Amending Members"), along with resolutions of each of the Amending Members authorizing SARIA to submit the Service Plan Amendments to the City.

The Boards of Directors of all of the Amending Members have approved the Service Plan Amendments and have authorized SARIA, on behalf of the Amending Members, to process the Service Plan Amendments as one submittal with the City.

The limited purpose of the Service Plan Amendments is to modify the ARI Mill Levy of each Amending Member as set forth herein. No other changes are requested to the service plans of the Amending Members.

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II. Districts Not Proposing Service Plan Amendments

a. Beacon Point Metropolitan District; Blackstone Metropolitan District; Southlands Metropolitan District No. 2; and Wheatlands Metropolitan District

All of the SARIA member districts recently unanimously approved an ARI Master Plan No. 3. The purpose of ARI Master Plan No. 3, consistent with SARIA's establishing agreement, is to set forth details regarding the prioritization and funding of the next set of regional improvements by SARIA. A key component of ARI Master Plan No. 3, as further set forth therein, is that Beacon Point Metropolitan District, Blackstone Metropolitan District, Southlands Metropolitan District No. 2, and Wheatlands Metropolitan District (the "Limited Participants") will contribute their ARI Mill Levies to SARIA under ARI Master Plan No. 3 only through 2038. Because the Limited Participants will only contribute their ARI Mill Levies to SARIA through 2038, the changes proposed in the Service Plan Amendments would have no bearing on SARIA, and no amendments to their service plans are therefore required or requested by them at this time.

b. Forest Trace Metropolitan District No. 2

Forest Trace Metropolitan District No. 2 is not requesting an amendment to its service plan at this time because the district either is not expected at any time to issue debt and thus it will likely never impose an ARI Mill Levy, or it will include only commercial property, and under either circumstance the changes proposed in the Service Plan Amendments would not apply.

c. Senac South Metropolitan District Nos. 1-4

Senac South Metropolitan District Nos. 1-4 are also not requesting an amendment to their service plans at this time because the districts have expressed a preference not to alter their ARI Mill Levy as proposed in the Service Plan Amendments. This is not expected to adversely impact the Amending Members or SARIA, and the Amending Members and SARIA have determined nonetheless to proceed with the Service Plan Amendments.

III. SARIA Background

SARIA was organized for the limited purpose of financing "Regional Improvements" consistent with SARIA's establishing agreement and the service plans of each of SARIA's member districts.

SARIA does not and is not authorized under its establishing agreement to own, operate or maintain any public improvements.

SARIA also does not impose any taxes or fees. Rather, SARIA relies entirely upon revenues derived from each member district's ARI Mill Levy as set forth in the member districts' service plans (the "ARI Mill Levy(ies)") in order to finance Regional Improvements.

IV. Current ARI Mill Levy System

Currently, consistent with the City's Model Service Plan in place since 2004, the SARIA member districts' ARI Mill Levies are generally imposed, beginning the first year each district imposes a debt service mill levy, as follows:

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Tier 1: 1 mill from Years 1-20 ("Tier 1 Levy");

Tier 2: 5 mills Years 21-40, or the date of repayment of the district's debt, whichever first occurs ("Tier 2 Levy"); and

Tier 3: for an additional ten (10) years, the mill levy is equal to the average debt service mill levy imposed in the ten (10) years prior to the date of repayment of the district's debt ("Tier 3 Levy").

V. Limited Purpose of Proposed Service Plan Amendments

The limited purpose of the Service Plan Amendments is to modify the ARI Mill Levy of each Amending Member as set forth below. For clarity, all ARI Mill Levies discussed herein and as may be amended under the Service Plan Amendments shall be adjusted in accordance with each Amending Member's respective Service Plan to adjust for changes occurring after January 1, 2004. **No other changes are requested to the service plans of the Amending Members.**

The requested changes are as follows:

For Amending Members that currently have residents:

Tier 1 Levy: 1 mill from Years 1-20 (*unchanged*)

Tier 2 Levy: 5 mills for Years 21-40, or the date of repayment of the debt incurred for Public Improvements, other than Regional Improvements, which ever first occurs (*unchanged*); and

Tier 3 Levy: for an additional ten years, the mill levy shall be equal to the lesser of 30 mills or the mill levy imposed by such district in the tax year 2023 for collection in 2024.

For Amending Members that do not currently have residents:

Tier 1 Levy: 5 mills from Years 1-20 (*increased from 1 mill to 5 mills*);

Tier 2 Levy: 5 mills from Years 21-40, or the date of repayment of the debt incurred for Public Improvements, other than Regional Improvements, which ever first occurs (*unchanged*); and

Tier 3 Levy: for an additional ten years, the mill levy shall be 30 mills.

In addition, the Service Plan Amendments clarify that the Tier 3 Levy is to commence no later than year 40.

More specifically, the foregoing changes to the ARI Mill Levy for the Amending Members can be summarized, and the SARIA member districts can be broken out into four groups, as follows:

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"Group 1":

Tier 1 Levy: 1 mill (*unchanged*)
Tier 2 Levy: 5 mills (*unchanged*)
Tier 3 Levy: 30 mills (*fixed at 30 mills*)

Forest Trace Metropolitan District No. 1 (2023/24 debt service mill levy = no levy imposed yet)
Forest Trace Metropolitan District No. 3 (2023/24 debt service mill levy = 56.440)
Inspiration Metropolitan District (2023/24 debt service mill levy = 34 mills)
Pronghorn Valley Metropolitan District (2023/24 debt service mill levy = 57.156)

"Group 2":

Tier 1 Levy: 1 mill (*unchanged*)
Tier 2 Levy: 5 mills (*unchanged*)
Tier 3 Levy: 2023/24 debt service mill levy (*which is less than 30 mills*)

Sorrel Ranch Metropolitan District: Tier 3 Levy = 28.154 mills
Whispering Pines Metropolitan District No. 1: Tier 3 Levy = 26 mills

"Group 3" (No Current Residents):

Tier 1 Levy: 5 mills (*increased from 1 to 5*)
Tier 2 Levy: 5 mills (*unchanged*)
Tier 3 Levy: 30 mills (*fixed at 30 mills*)

Kings Point South Metropolitan District Nos. 1-3
Overlook at Kings Point South Metropolitan District
Prairie Point Metropolitan District Nos. 1-3

"Group 4" (No Service Plan Amendment Proposed):

Beacon Point Metropolitan District
Blackstone Metropolitan District
Forest Trace Metropolitan District No. 2
Senac South Metropolitan District Nos. 1-4
Southlands Metropolitan District No. 2
Wheatlands Metropolitan District

Again, for clarity, all ARI Mill Levies listed above and as may be amended under such Service Plan Amendments shall be adjusted in accordance with each Amending Member's respective Service Plan to adjust for changes occurring after January 1, 2004.

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VI. Rationale and Benefits of Proposed Service Plan Amendments

As stated above, the proposed Service Plan Amendments have been approved individually by the Boards of Directors of all the Amending Members. The Service Plan Amendments are being submitted by SARIA to the City as one package on behalf of all the Amending Members in order to process them efficiently.

As currently defined in the service plans of the Amending Members, the ARI Mill Levy is complicated and, with regard to the Tier 3 Levy, simply cannot be accurately projected. For example, because the Tier 3 Levy is supposed to be "equal to the average debt service mill levy imposed in the ten (10) years prior to the date of repayment of the district's debt," a date that is for some districts more than 20 years in the future, it is impossible to know now what the Tier 3 Levy will actually be. This makes it difficult for the Amending Members to plan out their property tax levies into the future. It also means that the Tier 3 Levy may be impacted by long-term influences such as changing property values and changing Board priorities well into the future. Further, it makes the issuance of debt to finance Regional Improvements supported by the Amending Members' ARI mill levies difficult and thus more expensive to issue.

The Tier 3 Levy, while it is supposed to begin in year 40 or the date of repayment of the district's debt, whichever first occurs, cannot be calculated in year 40 if the district's debt is not yet repaid because the Tier 3 Levy is calculated based on the debt service mill levy rate in the 10 years prior to "repayment."

In order to resolve the foregoing issues, the Amending Members and SARIA initially proposed fixing the Tier 3 Levies of all Amending Members at 30 mills as an approximate average of currently projected Tier 3 Levies. However, a number of Amending Members already had a debt service mill levy below 30 mills. So, rather than setting the Tier 3 Levies at a rate higher than the current projection, the Amending Members settled upon a Tier 3 Levy fixed at the lesser of 30 mills or each district's current debt service mill levy. This is why the Amending Members are separated into Group 1 and Group 2, above.

Further, a subset of the Amending Members, identified as Group 3 above, are willing to increase their Tier 1 Levy from 1 mill to 5 mills. These districts are still in predevelopment stages and would generally not see an increase in their ARI Mill Levy for up to 20 years, unlike other members districts who are 10-20 years into the ARI Mill Levy timeline. By increasing their Tier 1 Levy, these Group 3 districts will contribute more to Regional Improvements by way of their increased Tier 1 Levy contributions in earlier years.

Finally, the Service Plan Amendments clarify an ambiguity as to the Tier 3 Levy by setting a defined Tier 3 Levy Rate in the scenario where a district has not paid off its debt by year 40.

VII. Summary of Benefits of Proposed Service Plan Amendments

The benefits of the proposed Service Plan Amendments to the Amending Members can be summarized as follows:

- Establishes a set Tier 3 Levy;
- Allows Amending Members to anticipate future property tax rates and assists in long-term planning;
- Protects against any factors that would otherwise increase the Tier 3 Levy;

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- Allows for more certain revenue projections to aid in financing Regional Improvements;
- Increases Tier 1 Levy revenue from the Group 3 Amending Members to better support Regional Improvements; and
- Clarifies the Tier 3 Levy in the circumstances when a district has not paid off its debt by year 40 by setting a defined Tier 3 Levy Rate.

VIII. Summary and Request

In closing, on behalf of the Amending Members and SARIA, we respectfully request that the Aurora City Council approve the enclosed Service Plan Amendments.

Sincerely,

/s/ Thomas N. George

Tom George
Spencer Fane LLP

Encs.

RESOLUTION OF THE BOARD OF DIRECTORS OF THE FOREST TRACE METROPOLITAN DISTRICT NO. 1 APPROVING SERVICE PLAN AMENDMENT

WHEREAS, the City of Aurora previously approved the Model Service Plan (the "Service Plan") for the Forest Trace Metropolitan District No. 1 (the "District") on July 24, 2006;

WHEREAS, the District previously entered into that certain South Aurora Regional Improvement Authority Establishment Agreement (the "SARIA Establishment Agreement") and is a member district of the South Aurora Regional Improvement Authority ("SARIA"), and, consistent with the Service Plan and the SARIA Establishment Agreement, the District has approved an ARI Master Plan (as defined in the SARIA Establishment Agreement) and has pledged its ARI Mill Levy (as defined in the Service Plan) to SARIA;

WHEREAS, SARIA previously issued special revenue bonds to fund, in part, regional improvements consistent with the SARIA Establishment Agreement, and SARIA desires to issue additional debt to finance additional regional improvements, but SARIA has determined that the ARI Mill Levy as currently set forth in the Service Plan poses various challenges to the issuance of debt funded by the ARI Mill Levy of the District and all other districts that are parties to the SARIA Establishment Agreement; and

WHEREAS, the Board of Directors of the District (the "Board") has determined that an amendment to the Service Plan is necessary to make certain revisions to the ARI Mill Levy in order to facilitate the issuance of debt by SARIA to fund additional regional improvements for the benefit of SARIA, the District, the other districts that are parties to the SARIA Establishment Agreement, and their collective and respective residents, owners, taxpayers and constituents, as set forth herein.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE FOREST TRACE METROPOLITAN DISTRICT NO. 1 AS FOLLOWS:

1. The Board hereby approves the amendment to the Service Plan attached hereto as **Exhibit A** and incorporated by reference herein (the "Service Plan Amendment").

2. The Board directs and authorizes the District's manager, legal counsel, accountant and/or other consultants, in coordination with each other, to submit the Service Plan Amendment to the City of Aurora for consideration and to take any and all actions reasonably necessary to obtain the City or Aurora's full and final approval of the Service Plan Amendment.

3. The Board further authorizes SARIA and its manager, legal counsel, accountant and/or other consultants, in coordination with the District's consultants, to submit the Service Plan Amendment to the City of Aurora for consideration and to take any and all actions reasonably necessary to obtain the City or Aurora's full and final approval of the Service Plan Amendment on behalf of the District.

[remainder of page intentionally left blank; signature page follows]

ADOPTED AND EFFECTIVE THIS 13th day of NOVEMBER, 2023.

FOREST TRACE METROPOLITAN DISTRICT NO. 1

/s/: Daniel Frank
Daniel Frank (Nov 14, 2023 10:52 MST)

Name: Daniel Frank

Title: Board Member

ATTEST:

/s/: Marc Cooper
Marc Cooper (Nov 14, 2023 16:33 MST)

Name: Marc Cooper

Title: Board Member

Exhibit A to Resolution

[attach Service Plan Amendment]

AMENDMENT
TO
SERVICE PLAN
FOR
FOREST TRACE METROPOLITAN DISTRICT NO. 1

City of Aurora, Colorado

Service Plan approved by the City of Aurora on July 24, 2006

This Amendment Dated __, 2024

I. INTRODUCTION AND PURPOSE OF FIRST AMENDMENT

The City of Aurora approved the Model Service Plan (the "Service Plan") for Forest Trace Metropolitan District No. 1 (the "District") on July 24, 2006. This Amendment to Service Plan ("Amendment") is intended to be read in conjunction with the Service Plan.

Since the time the Service Plan was approved, the District entered into that certain South Aurora Regional Improvement Authority Establishment Agreement (the "SARIA Establishment Agreement") and is a member district of the South Aurora Regional Improvement Authority ("SARIA"). The SARIA Establishment Agreement is considered an ARI Establishment Agreement and SARIA is considered an ARI Authority pursuant to the Service Plan, as those terms are defined in the Service Plan.

Consistent with the Service Plan and the SARIA Establishment Agreement, the District has pledged its ARI Mill Levy to SARIA.

SARIA previously issued its Special Revenue Bonds, Series 2018, to fund, in part, Regional Improvements consistent with the SARIA Establishment Agreement (the "Regional Improvements," as defined in the SARIA Establishment Agreement). SARIA desires to issue additional debt to finance additional Regional Improvements, but has determined that the ARI Mill Levy as currently set forth in the Service Plan poses various challenges to the issuance of debt funded by the ARI Mill Levy of the District and all other districts that are party to the SARIA Establishment Agreement.

The District, as well as SARIA and all the other districts that are parties to the SARIA Establishment Agreement, have determined that certain revisions to the ARI Mill Levy as set forth in the service plans of each of the districts, by way of this Amendment, will facilitate the issuance of debt by SARIA to fund additional Regional Improvements for the benefit of SARIA, the District, the other districts that are parties to the SARIA Establishment Agreement, and their collective and respective residents, owners, taxpayers and constituents.

The limited purpose of this Amendment is to amend the Service Plan's definition of ARI Mill Levy as further set forth below.

II. AMENDMENT

The District's Service Plan is hereby amended as follows:

Section A of the definition of "ARI Mill Levy" in Section II of the Service Plan shall be deleted in its entirety and replaced with the following language:

> A. For a district with property within its boundaries developed with any residential uses means the mill levy imposed for payment of the costs of the planning, design, permitting, construction, acquisition and financing of the improvements described in the ARI Master Plan, which: (i) shall be one (1)

mill for collection beginning for each district in the first year of collection of a debt service mill levy by such district and continuing in each year thereafter through the twentieth (20th) year; and (ii) shall be five (5) mills from the twenty-first (21st) year through the fortieth (40th) year or the date of repayment of the debt incurred for Public Improvements, other than Regional Improvements, which ever first occurs; and (iii) for an additional ten (10) years, the mill levy shall be thirty (30) mills; and

Additionally, Section D of the definition of "ARI Mill Levy" in Section II of the Service Plan shall be deleted in its entirety and replaced with the following language:

D. If, on or after January 1, 2004, there are changes in the method of calculating assessed valuation or any constitutionally mandated tax credit, cut, or abatement, all mills described in this ARI Mill Levy definition may be increased or decreased to reflect such changes, such increases or decreases to be determined by the Board in good faith (such determination to be binding and final) so that to the extent possible, the actual tax revenues generated by the mill levy, as adjusted for changes occurring after January 1, 2004, are neither diminished nor enhanced as a result of such changes. For purposes of the foregoing, a change in the ratio of actual valuation shall be deemed to be a change in the method of calculating assessed valuation.

III. CONDITIONAL EFFECTIVENESS OF AMENDMENT; REFUNDING OF 2018 BONDS AS CONDITION PRECEDENT

It is acknowledged that SARIA previously issued its South Aurora Regional Improvement Authority Special Revenue Bonds, Series 2018, in the original amount of $11,265,000, on December 19, 2018 (the "2018 Bonds"). It is further acknowledged that the 2018 Bonds are secured, in part, by the pledge of the District's ARI Mill Levy as such ARI Mill Levy is defined in the District's Service Plan prior to this Amendment. Nothing in this Amendment is intended to alter, amend, limit or otherwise affect the ARI Mill Levy as pledged toward the 2018 Bonds.

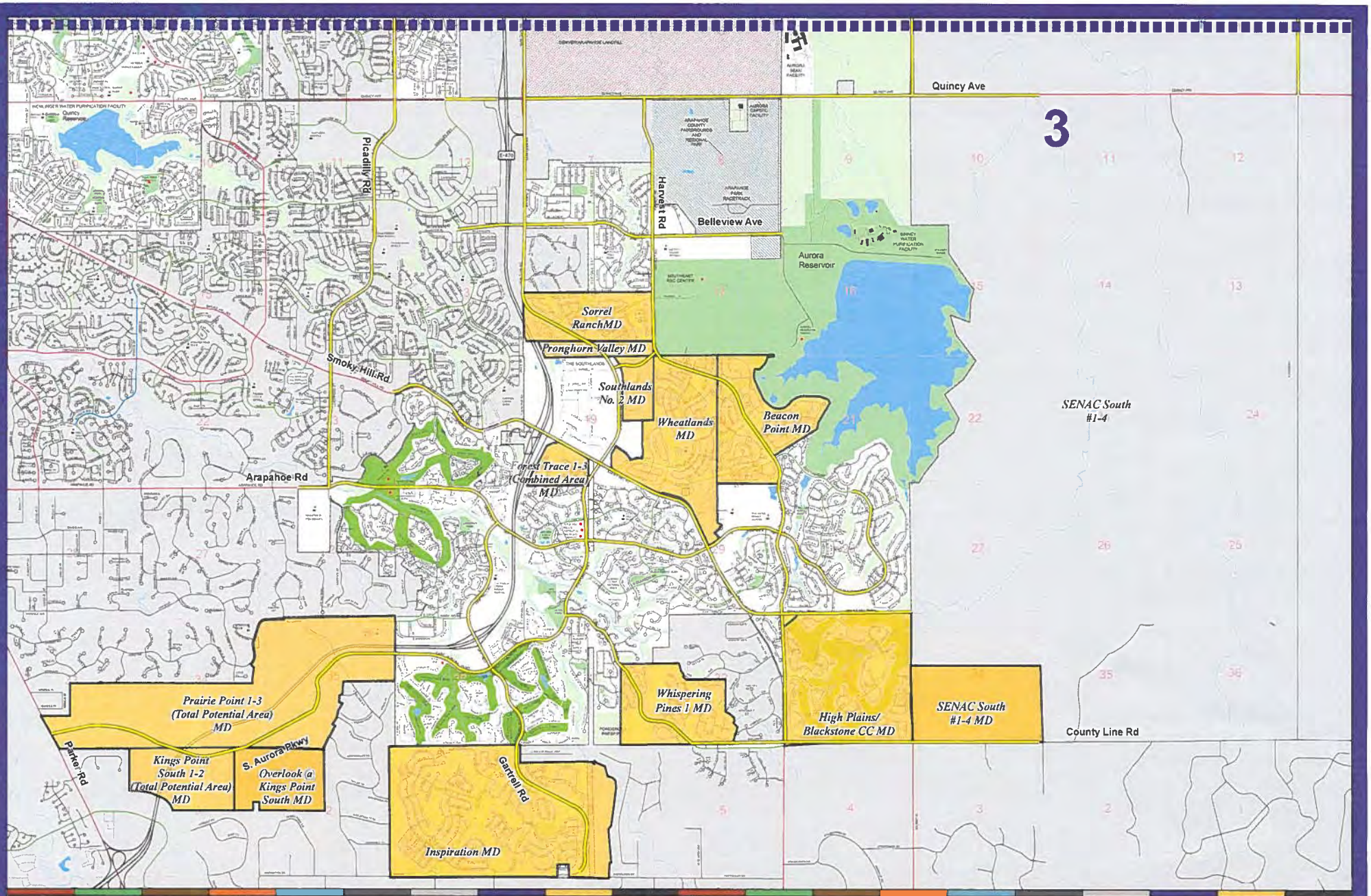
Therefore, it is expressly stated that this Amendment shall only take effect upon the condition precedent that the 2018 bonds are refunded, repaid, defeased, or otherwise paid in full, and this Amendment shall not be of any force and effect unless and until the 2018 bonds are refunded, repaid, defeased, or otherwise paid in full.

IV. EFFECT OF AMENDMENT

All capitalized terms used but not otherwise defined in this Amendment shall have the definitions ascribed to them in the Service Plan. Except as specifically amended as set forth above, all other provisions of the Service Plan shall remain in full force and effect. To the extent there are any inconsistencies between this Amendment and the Service Plan, this Amendment shall control.

V. REQUESTED APPROVAL

It is hereby requested that the City Council of the City of Aurora, Colorado, which has jurisdiction to approve this Amendment by virtue of Section 32-1-207(2) C.R.S., *et seq.*, as amended, adopt a resolution of approval which approves this Amendment to the Service Plan as submitted.



Public Works Department
15151 E. Alameda Pkwy
Aurora CO 80012 USA
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GIS @auroragov.org

0 800 1,600 3,200

City of Aurora, Colorado

South Aurora Regional Improvements Authority
Member Districts

June 3, 2024

Aurora is Worth Discovering!

N W E S

6/3/2024 N:\GIS\Engineering\MXD\"South Aurora Regional Authority Member Districts and Master Plan.mxd

CITY OF AURORA
Council Agenda Commentary

Item Title: Forrest Trace Metropolitan District No. 3. Service Plan Amendment (Resolution) - PH
Item Initiator: Michael Kerrigan, Special District Administrator, Development Services
Staff Source/Legal Source: Michael Kerrigan, Special District Administrator, Development Services / Brian Rulla, Assistant City Attorney
Outside Speaker: Tom George, Spencer Fane LLP
Council Goal: 2012: 6.0--Provide a well-managed and financially strong City

COUNCIL MEETING DATES:

Study Session: 2/24/2025

Regular Meeting: 3/12/2025

2nd Regular Meeting (if applicable): 3/24/2025

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)

Michael Kerrigan, Special District Administrator, Development Services / Brian Rulla, Assistant City Attorney
Outside Speaker: Tom George, Spencer Fane LLP

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: Management & Finance

Policy Committee Date: 2/6/2025

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 Forest Trace Metropolitan District No. 3 (the "District") was created to plan, design, acquire, construct, install, relocate, finance, own, operate, and maintain the public improvements necessary to develop the project commonly known as Forest Trace Village generally located at southeast corner of E-470 and E. Smoky Hill Road. City Council approved the Service Plan for the District in July 2006.

The approved Service Plan requires the District to impose the Aurora Regional Improvement ("ARI") mill levy to fund the planning, design, permitting, construction, acquisition, and financing of regional street and transportation related improvements that benefit the service area of the District. The improvement projects to be funded by the ARI are intended to be large, regional projects that have limited funding sources available. The ARI Mill Levy for the District fall into two general categories based upon land usage and the ARI Mill Levy increases over time.

Residential metro districts:

- Tier 1- 1 mill in years 1-20.
- Tier 2- 5 mills in years 21-40 or the year of debt repayment whichever occurs first.
- Tier 3- Average of last 10 years debt service mills in years 41-50.

Commercial (non-residential) districts:

- Tier 1- 1 mill in years 1-20.
- Tier 2- 1.5 mills in years 21-40.
- Tier 3- Lesser of 20 mills or average of last 10 years debt service mills in years 41-45.

Additionally, the District is provided three options for how the ARI Mill Levy funds are to be managed:

1. Establish or join an ARI Authority with three or more other metropolitan districts; the ARI Authority then directs the use of funds.
2. Execute an IGA with the City which directs the use of funds.
3. Convey the funds to the City at which point the City determines how to use the funds.

In 2017 the District entered into an establishment agreement to form the South Aurora Regional Improvement Authority (SARIA). SARIA was created to use the ARI Mill Levy revenue from its member districts to fund regional transportation infrastructure projects. The following 22 Metropolitan Districts are members of the authority, and districts marked with an asterisk currently have residents:

- Beacon Point Metropolitan District*
- Blackstone Metropolitan District*
- Forest Trace Metropolitan Districts Nos. 1-3 * (only Districts 1 and 3 have residents)
- Inspiration Metropolitan District*
- Kings Point South Metropolitan Districts Nos. 1-3

- Overlook at Kings Point South Metropolitan District
- Prairie Point Metropolitan District Nos. 1-3
- Pronghorn Valley Metropolitan District*
- Senac South Metropolitan Districts Nos. 1-4
- Sorrel Ranch Metropolitan District*
- Southlands Metropolitan District No. 2*
- Wheatlands Metropolitan District*
- Whispering Pines Metropolitan District No. 1*

Each of these districts, with the exception of Beacon Point Metropolitan District, Blackstone Metropolitan District, Forest Trace Metropolitan District No. 2, Senac South Metropolitan District Nos. 1-4, Southlands Metropolitan District No. 2, and Wheatlands Metropolitan District are requesting amendments to their Service Plans to update the ARI Mill Levy language.

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

The service plan amendment is limited in scope to amend the ARI Mill Levy. SARIA is currently planning to refund its existing debt in an effort to achieve savings. With the refunding, SARIA will also issue new bonds and the proceeds of which will be used to further the purposes of its establishment agreement. The service plan amendments clarify an uncertainty for the tier 3 ARI Mill Levy. The current ARI Mill Levy language is written such that the tier 3 ARI Mill Levy will not be known until 40 to 50 years in the future, this uncertainty poses a risk for the bond market. The adjusted ARI Mill Levy definition changed with this service plan amendment provides a known fixed mill levy today for the tier 3 ARI Mill Levy, thereby providing more certainty for the bond market which in turn should bring more favorable financing for the upcoming SARIA bond issuance.

The amended ARI Mill Levy definitions are shown below for each SARIA member district, the specific treatment for the District is highlighted in red.

Group 1- member districts with residents and no current debt mill levy or current debt mill levy greater than 30 mills:

- Tier 1- 1 mill (amount and time period unchanged)
- Tier 2- 5 mills (amount and time period unchanged)
- Tier 3- 30 mills (time period unchanged, amount fixed at 30 mills)

Forest Trace Metropolitan District No. 1 (no 2023/24 debt service levy imposed)
Forest Trace Metropolitan District No. 3 (2023/24 debt service levy = 56.440
Inspiration Metropolitan District (2023/24 debt service levy = 34 mills)
Pronghorn Valley Metropolitan District (2023/24 debt service levy = 57.156)

Group 2- member districts with current debt mill levies less than 30 mills:

- Tier 1- 1 mill (amount and time period unchanged)
- Tier 2- 5 mills (amount and time period unchanged)
- Tier 3- Lesser of 30 mills or 2023/24 debt service mill levy (time period unchanged, amount changed to be reflective of current debt service mill levy)

Sorrel Ranch Metropolitan District: Tier 3 = 28.154 mills
Whispering Pines Metropolitan District No. 1: Tier 3 = 26 mills

Group 3- member districts with no residents and no current debt mill levy:

- Tier 1- 5 mills (time period unchanged, amount increased from 1 to 5)
- Tier 2- 5 mills (amount and time period unchanged)
- Tier 3- 30 mills (time period unchanged, amount changed to be fixed at 30 mills)

Kings Point South Metropolitan District Nos. 1-3
Overlook at Kings Point South Metropolitan District
Prairie Point Metropolitan District Nos. 1-3

Group 4- member districts with no Service Plan Amendment Proposed:
Beacon Point Metropolitan District
Blackstone Metropolitan District
Forest Trace Metropolitan District No. 2
Senac South Metropolitan District Nos. 1-4
Southlands Metropolitan District No. 2
Wheatlands Metropolitan District

In addition to the Service Plan Amendments, there are four accompanying IGAs. The Transportation Impact Fee agreement will be presented concurrently with the amendments. IGAs for the Gun Club Road, Aurora Parkway Improvements, and Gartrell Road Improvements projects will be presented at a future TAPS committee meeting.

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 forward this item to the Regular City Council Meeting as proposed?

LEGAL COMMENTS

Title 32, Article 1, C.R.S., as amended, and Section 122-36(b) of the City Code each provide that material modifications to an approved metropolitan district service plan may be made by the board of directors of a district only by petition to and approval by the City Council in substantially the same manner as provided for in the approval for an original service plan.

Section 122-32 of the City Code requires that the City Council conduct a public hearing regarding approval of the proposed district and its service plan. Therefore, a public hearing is required prior to material modifications of the service plan pursuant to Section 122-36(b).

Section 122-30(21) further requires that the special district enter into a written agreement with the City. The proposed Intergovernmental Agreement satisfies the requirements set forth therein. As the proposed Agreement is with another governmental entity, a resolution is required to authorize its execution. (City Charter Section 10-12.)

All legislative enactments must be in the form of ordinances pursuant to Section 5-1 of the Charter of the City of Aurora, Colorado and City Council Rule F.1 provides that an ordinance remains in effect until otherwise rescinded or amended by the City Council.

(Rulla)

ORDINANCE NO. 2025-__

A BILL

FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO APPROVING AN AMENDMENT TO THE SERVICE PLAN FOR FORREST TRACE METROPOLITAN DISTRICT NO. 3

WHEREAS, the City Council (the "City Council") of the City of Aurora, Colorado (the "City") previously approved the Service Plan (the "Service Plan") for the Forrest Trace Metropolitan District No. 3 (the "District") on July 24, 2006; and

WHEREAS, pursuant to Section 32-1-204.5, C.R.S., as amended, and Section 122-29 of the City Code, an Amendment to the Service Plan (the "Service Plan Amendment") for the District has been submitted to the City Council; and

WHEREAS, pursuant to the provisions of Title 32, Article 1, C.R.S., as amended, and Chapter 122 of the City Code, the City Council is to hold a public hearing on the Service Plan Amendment for the District; and

WHEREAS, notice of the hearing before the City Council was duly published in the *Aurora Sentinel*, a newspaper of general circulation within the City, as required by law, and mailed to all interested persons, the Division of Local Government, and the governing body of each municipality and title 32 district that has levied an ad valorem tax within the next preceding tax year and that has boundaries within a radius of three miles of the District; and

WHEREAS, the Aurora Regional Improvement mill levy imposed within the City's model service plan allows for the formation of an Authority by three (3) or more districts to fund regional infrastructure with the pledge of their ARI mill levies collected from all member districts; and

WHEREAS, the District previously entered into that certain South Aurora Regional Improvement Authority Establishment Agreement (the "SARIA Establishment Agreement") and is a member district of the South Aurora Regional Improvement Authority ("SARIA"), and, consistent with the Service Plan and the SARIA Establishment Agreement, the District has pledged its ARI Mill Levy (as defined in the Service Plan) to SARIA; and

WHEREAS, the Service Plan Amendment provides that Section A of the definition of "ARI Mill Levy" in Section II of the Service Plan shall be deleted in its entirety and replaced with the following language: "For a district with property within its boundaries developed with any residential uses means the mill levy imposed for payment of the costs of the planning, design, permitting, construction, acquisition and financing of the improvements described in the ARI Master Plan, which: (i) shall be one (1) mill for collection beginning for each district in the first year of collection of a debt service mill levy by such district and continuing in each year thereafter through the twentieth (20th) year; and (ii) shall be five (5) mills from the twenty-first (21st) year through the fortieth (40th) year or the date of repayment of the debt incurred for Public Improvements, other than Regional Improvements, which ever first occurs; and (iii) for an

additional ten (10) years, the mill levy shall be thirty (30) mills;" and

WHEREAS, the Service Plan Amendment further provides that, Section D of the definition of "ARI Mill Levy" in Section II of the Service Plan shall be deleted in its entirety and replaced with the following language: "If, on or after January 1, 2004, there are changes in the method of calculating assessed valuation or any constitutionally mandated tax credit, cut, or abatement, all mills described in this ARI Mill Levy definition may be increased or decreased to reflect such changes, such increases or decreases to be determined by the Board in good faith (such determination to be binding and final) so that to the extent possible, the actual tax revenues generated by the mill levy, as adjusted for changes occurring after January 1, 2004, are neither diminished nor enhanced as a result of such changes. For purposes of the foregoing, a change in the ratio of actual valuation shall be deemed to be a change in the method of calculating assessed valuation;" and

WHEREAS, the City Council has considered the Service Plan Amendment, and all other testimony and evidence presented at the hearing; and

WHEREAS, the City Council finds that the Service Plan Amendment should be approved unconditionally, as permitted by Sections 32-1-203(2) and 32-1-204.5(1)(a), C.R.S., as amended, and Section 122-34(a) of the City Code; and

WHEREAS, all legislative enactments must be in the form of ordinances pursuant to Section 5-1 of the Charter of the City of Aurora, Colorado and City Council Rule F.1 provides that an ordinance remains in effect until otherwise rescinded or amended by the City Council.

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

Section 1. The City Council hereby finds and determines that all of the requirements of Title 32, Article 1, Part 2, C.R.S., as amended, and Chapter 122 of the City Code relating to the filing of the Service Plan Amendment for the District has been fulfilled and that notice of the hearing was given in the time and manner required by law and that City Council has jurisdiction to act on the Service Plan Amendment.

Section 2. The City Council further determines that all pertinent facts, matters and issues were submitted at the public hearing; that all interested parties were heard or had the opportunity to be heard and that evidence satisfactory to the City Council of each of the following was presented:

a. There is sufficient existing and projected need for organized service in the area to be serviced by the District;

b. The existing service in the area to be served by the District is inadequate for present and projected needs;

c. The District is capable of providing economical and sufficient service to the area within their proposed boundaries;

d. The area included in the District has, or will have, the financial ability to discharge the proposed indebtedness on a reasonable basis;

e. Adequate service is not, or will not be, available to the area through the City, Adams County, or other existing municipal or quasi-municipal corporations, including other existing title 32 districts, within a reasonable time and on a comparable basis;

f. The facility and service standards of the District are compatible with the facility and service standards of the City;

g. The proposed Service Plan Amendment Plan is in substantial compliance with the comprehensive plan of the City as adopted pursuant to the City Code;

h. The proposed Service Plan Amendment is in compliance with any duly adopted City, regional, or state long-range water quality management plan for the area; and

i. The creation of the District will be in the best interests of the area proposed to be served.

Section 3. The City Council hereby approves the Service Plan Amendment for the District as submitted.

Section 4. The ARI Mill Levy defined in this Service Plan Amendment applies only to Forrest Trace Metropolitan District No. 3. In all other instances the definition of ARI Mill Levy in City Code §122-26 shall remain in full force and effect.

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.

Section 7. All prior resolutions or any parts thereof, to the extent that they are inconsistent with this Ordinance, are hereby rescinded.

Section 8. Future amendments to the Intergovernmental Agreement Between the City and the District as well as amendments to the Service Plan shall be by resolution.

INTRODUCED, READ AND ORDERED PUBLISHED this _____ day of _____, 2025.

PASSED AND ORDERED PUBLISHED this _____ day of _____, 2025.

_____
MIKE COFFMAN, Mayor

ATTEST:

_____
KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

PETER A. SCHULTE, CITY ATTORNEY

By: _____ RLA
BRIAN J. RULLA, Assistant City Attorney

SpencerFane

File No. 5027332-0012

January 22, 2025

Office of Development Assistance
City of Aurora
15151 E. Alameda Pkwy
Aurora, CO 80012

Re: Proposed Service Plan Amendments for South Aurora Regional Improvement Authority ("SARIA") Member Districts; Revisions to ARI Mill Levies

To the Office of Development Assistance, City of Aurora:

I. Introduction

The South Aurora Regional Improvement Authority ("SARIA") is a contractually-established authority created for the purpose of funding regional transportation improvements in the southern portion of Aurora. SARIA was originally established by intergovernmental agreement in 2017 and currently includes as its members the City of Aurora (the "City") in addition to the following 22 individual metropolitan districts:

Beacon Point Metropolitan District
Blackstone Metropolitan District
Forest Trace Metropolitan District Nos. 1-3
Inspiration Metropolitan District
Kings Point South Metropolitan District Nos. 1-3
Overlook at Kings Point South Metropolitan District
Prairie Point Metropolitan District Nos. 1-3
Pronghorn Valley Metropolitan District
Senac South Metropolitan District Nos. 1-4
Sorrel Ranch Metropolitan District
Southlands Metropolitan District No. 2
Wheatlands Metropolitan District
Whispering Pines Metropolitan District No. 1

Submitted with this letter are proposed service plan amendments (the "Service Plan Amendments") to amend the service plans of all but nine of SARIA's member districts (excluding such nine districts, the "Amending Members"), along with resolutions of each of the Amending Members authorizing SARIA to submit the Service Plan Amendments to the City.

The Boards of Directors of all of the Amending Members have approved the Service Plan Amendments and have authorized SARIA, on behalf of the Amending Members, to process the Service Plan Amendments as one submittal with the City.

The limited purpose of the Service Plan Amendments is to modify the ARI Mill Levy of each Amending Member as set forth herein. No other changes are requested to the service plans of the Amending Members.

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II. Districts Not Proposing Service Plan Amendments

a. Beacon Point Metropolitan District; Blackstone Metropolitan District; Southlands Metropolitan District No. 2; and Wheatlands Metropolitan District

All of the SARIA member districts recently unanimously approved an ARI Master Plan No. 3. The purpose of ARI Master Plan No. 3, consistent with SARIA's establishing agreement, is to set forth details regarding the prioritization and funding of the next set of regional improvements by SARIA. A key component of ARI Master Plan No. 3, as further set forth therein, is that Beacon Point Metropolitan District, Blackstone Metropolitan District, Southlands Metropolitan District No. 2, and Wheatlands Metropolitan District (the "Limited Participants") will contribute their ARI Mill Levies to SARIA under ARI Master Plan No. 3 only through 2038. Because the Limited Participants will only contribute their ARI Mill Levies to SARIA through 2038, the changes proposed in the Service Plan Amendments would have no bearing on SARIA, and no amendments to their service plans are therefore required or requested by them at this time.

b. Forest Trace Metropolitan District No. 2

Forest Trace Metropolitan District No. 2 is not requesting an amendment to its service plan at this time because the district either is not expected at any time to issue debt and thus it will likely never impose an ARI Mill Levy, or it will include only commercial property, and under either circumstance the changes proposed in the Service Plan Amendments would not apply.

c. Senac South Metropolitan District Nos. 1-4

Senac South Metropolitan District Nos. 1-4 are also not requesting an amendment to their service plans at this time because the districts have expressed a preference not to alter their ARI Mill Levy as proposed in the Service Plan Amendments. This is not expected to adversely impact the Amending Members or SARIA, and the Amending Members and SARIA have determined nonetheless to proceed with the Service Plan Amendments.

III. SARIA Background

SARIA was organized for the limited purpose of financing "Regional Improvements" consistent with SARIA's establishing agreement and the service plans of each of SARIA's member districts.

SARIA does not and is not authorized under its establishing agreement to own, operate or maintain any public improvements.

SARIA also does not impose any taxes or fees. Rather, SARIA relies entirely upon revenues derived from each member district's ARI Mill Levy as set forth in the member districts' service plans (the "ARI Mill Levy(ies)") in order to finance Regional Improvements.

IV. Current ARI Mill Levy System

Currently, consistent with the City's Model Service Plan in place since 2004, the SARIA member districts' ARI Mill Levies are generally imposed, beginning the first year each district imposes a debt service mill levy, as follows:

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Tier 1: 1 mill from Years 1-20 ("Tier 1 Levy");

Tier 2: 5 mills Years 21-40, or the date of repayment of the district's debt, whichever first occurs ("Tier 2 Levy"); and

Tier 3: for an additional ten (10) years, the mill levy is equal to the average debt service mill levy imposed in the ten (10) years prior to the date of repayment of the district's debt ("Tier 3 Levy").

V. Limited Purpose of Proposed Service Plan Amendments

The limited purpose of the Service Plan Amendments is to modify the ARI Mill Levy of each Amending Member as set forth below. For clarity, all ARI Mill Levies discussed herein and as may be amended under the Service Plan Amendments shall be adjusted in accordance with each Amending Member's respective Service Plan to adjust for changes occurring after January 1, 2004. **No other changes are requested to the service plans of the Amending Members.**

The requested changes are as follows:

For Amending Members that currently have residents:

Tier 1 Levy: 1 mill from Years 1-20 (*unchanged*)

Tier 2 Levy: 5 mills for Years 21-40, or the date of repayment of the debt incurred for Public Improvements, other than Regional Improvements, which ever first occurs (*unchanged*); and

Tier 3 Levy: for an additional ten years, the mill levy shall be equal to the lesser of 30 mills or the mill levy imposed by such district in the tax year 2023 for collection in 2024.

For Amending Members that do not currently have residents:

Tier 1 Levy: 5 mills from Years 1-20 (*increased from 1 mill to 5 mills*);

Tier 2 Levy: 5 mills from Years 21-40, or the date of repayment of the debt incurred for Public Improvements, other than Regional Improvements, which ever first occurs (*unchanged*); and

Tier 3 Levy: for an additional ten years, the mill levy shall be 30 mills.

In addition, the Service Plan Amendments clarify that the Tier 3 Levy is to commence no later than year 40.

More specifically, the foregoing changes to the ARI Mill Levy for the Amending Members can be summarized, and the SARIA member districts can be broken out into four groups, as follows:

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“Group 1”:

Tier 1 Levy: 1 mill (*unchanged*)
Tier 2 Levy: 5 mills (*unchanged*)
Tier 3 Levy: 30 mills (*fixed at 30 mills*)

Forest Trace Metropolitan District No. 1 (2023/24 debt service mill levy = no levy imposed yet)
Forest Trace Metropolitan District No. 3 (2023/24 debt service mill levy = 56.440)
Inspiration Metropolitan District (2023/24 debt service mill levy = 34 mills)
Pronghorn Valley Metropolitan District (2023/24 debt service mill levy = 57.156)

“Group 2”:

Tier 1 Levy: 1 mill (*unchanged*)
Tier 2 Levy: 5 mills (*unchanged*)
Tier 3 Levy: 2023/24 debt service mill levy (*which is less than 30 mills*)

Sorrel Ranch Metropolitan District: Tier 3 Levy = 28.154 mills
Whispering Pines Metropolitan District No. 1: Tier 3 Levy = 26 mills

“Group 3” (No Current Residents):

Tier 1 Levy: 5 mills (*increased from 1 to 5*)
Tier 2 Levy: 5 mills (*unchanged*)
Tier 3 Levy: 30 mills (*fixed at 30 mills*)

Kings Point South Metropolitan District Nos. 1-3
Overlook at Kings Point South Metropolitan District
Prairie Point Metropolitan District Nos. 1-3

“Group 4” (No Service Plan Amendment Proposed):

Beacon Point Metropolitan District
Blackstone Metropolitan District
Forest Trace Metropolitan District No. 2
Senac South Metropolitan District Nos. 1-4
Southlands Metropolitan District No. 2
Wheatlands Metropolitan District

Again, for clarity, all ARI Mill Levies listed above and as may be amended under such Service Plan Amendments shall be adjusted in accordance with each Amending Member’s respective Service Plan to adjust for changes occurring after January 1, 2004.

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VI. Rationale and Benefits of Proposed Service Plan Amendments

As stated above, the proposed Service Plan Amendments have been approved individually by the Boards of Directors of all the Amending Members. The Service Plan Amendments are being submitted by SARIA to the City as one package on behalf of all the Amending Members in order to process them efficiently.

As currently defined in the service plans of the Amending Members, the ARI Mill Levy is complicated and, with regard to the Tier 3 Levy, simply cannot be accurately projected. For example, because the Tier 3 Levy is supposed to be "equal to the average debt service mill levy imposed in the ten (10) years prior to the date of repayment of the district's debt," a date that is for some districts more than 20 years in the future, it is impossible to know now what the Tier 3 Levy will actually be. This makes it difficult for the Amending Members to plan out their property tax levies into the future. It also means that the Tier 3 Levy may be impacted by long-term influences such as changing property values and changing Board priorities well into the future. Further, it makes the issuance of debt to finance Regional Improvements supported by the Amending Members' ARI mill levies difficult and thus more expensive to issue.

The Tier 3 Levy, while it is supposed to begin in year 40 or the date of repayment of the district's debt, whichever first occurs, cannot be calculated in year 40 if the district's debt is not yet repaid because the Tier 3 Levy is calculated based on the debt service mill levy rate in the 10 years prior to "repayment."

In order to resolve the foregoing issues, the Amending Members and SARIA initially proposed fixing the Tier 3 Levies of all Amending Members at 30 mills as an approximate average of currently projected Tier 3 Levies. However, a number of Amending Members already had a debt service mill levy below 30 mills. So, rather than setting the Tier 3 Levies at a rate higher than the current projection, the Amending Members settled upon a Tier 3 Levy fixed at the lesser of 30 mills or each district's current debt service mill levy. This is why the Amending Members are separated into Group 1 and Group 2, above.

Further, a subset of the Amending Members, identified as Group 3 above, are willing to increase their Tier 1 Levy from 1 mill to 5 mills. These districts are still in predevelopment stages and would generally not see an increase in their ARI Mill Levy for up to 20 years, unlike other members districts who are 10-20 years into the ARI Mill Levy timeline. By increasing their Tier 1 Levy, these Group 3 districts will contribute more to Regional Improvements by way of their increased Tier 1 Levy contributions in earlier years.

Finally, the Service Plan Amendments clarify an ambiguity as to the Tier 3 Levy by setting a defined Tier 3 Levy Rate in the scenario where a district has not paid off its debt by year 40.

VII. Summary of Benefits of Proposed Service Plan Amendments

The benefits of the proposed Service Plan Amendments to the Amending Members can be summarized as follows:

- Establishes a set Tier 3 Levy;
- Allows Amending Members to anticipate future property tax rates and assists in long-term planning;
- Protects against any factors that would otherwise increase the Tier 3 Levy;

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- Allows for more certain revenue projections to aid in financing Regional Improvements;
- Increases Tier 1 Levy revenue from the Group 3 Amending Members to better support Regional Improvements; and
- Clarifies the Tier 3 Levy in the circumstances when a district has not paid off its debt by year 40 by setting a defined Tier 3 Levy Rate.

VIII. Summary and Request

In closing, on behalf of the Amending Members and SARIA, we respectfully request that the Aurora City Council approve the enclosed Service Plan Amendments.

Sincerely,

/s/ Thomas N. George

Tom George
Spencer Fane LLP

Encs.

RESOLUTION OF THE BOARD OF DIRECTORS OF THE FOREST TRACE METROPOLITAN DISTRICT NO. 3 APPROVING SERVICE PLAN AMENDMENT

WHEREAS, the City of Aurora previously approved the Model Service Plan (the "Service Plan") for the Forest Trace Metropolitan District No. 3 (the "District") on July 24, 2006;

WHEREAS, the District previously entered into that certain South Aurora Regional Improvement Authority Establishment Agreement (the "SARIA Establishment Agreement") and is a member district of the South Aurora Regional Improvement Authority ("SARIA"), and, consistent with the Service Plan and the SARIA Establishment Agreement, the District has approved an ARI Master Plan (as defined in the SARIA Establishment Agreement) and has pledged its ARI Mill Levy (as defined in the Service Plan) to SARIA;

WHEREAS, SARIA previously issued special revenue bonds to fund, in part, regional improvements consistent with the SARIA Establishment Agreement, and SARIA desires to issue additional debt to finance additional regional improvements, but SARIA has determined that the ARI Mill Levy as currently set forth in the Service Plan poses various challenges to the issuance of debt funded by the ARI Mill Levy of the District and all other districts that are parties to the SARIA Establishment Agreement; and

WHEREAS, the Board of Directors of the District (the "Board") has determined that an amendment to the Service Plan is necessary to make certain revisions to the ARI Mill Levy in order to facilitate the issuance of debt by SARIA to fund additional regional improvements for the benefit of SARIA, the District, the other districts that are parties to the SARIA Establishment Agreement, and their collective and respective residents, owners, taxpayers and constituents, as set forth herein.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE FOREST TRACE METROPOLITAN DISTRICT NO. 3 AS FOLLOWS:

1. The Board hereby approves the amendment to the Service Plan attached hereto as **Exhibit A** and incorporated by reference herein (the "Service Plan Amendment").

2. The Board directs and authorizes the District's manager, legal counsel, accountant and/or other consultants, in coordination with each other, to submit the Service Plan Amendment to the City of Aurora for consideration and to take any and all actions reasonably necessary to obtain the City or Aurora's full and final approval of the Service Plan Amendment.

3. The Board further authorizes SARIA and its manager, legal counsel, accountant and/or other consultants, in coordination with the District's consultants, to submit the Service Plan Amendment to the City of Aurora for consideration and to take any and all actions reasonably necessary to obtain the City or Aurora's full and final approval of the Service Plan Amendment on behalf of the District.

[remainder of page intentionally left blank; signature page follows]

ADOPTED AND EFFECTIVE THIS 13th day of NOVEMBER, 2023.

FOREST TRACE METROPOLITAN DISTRICT NO. 3

/s/: Daniel Frank
Daniel Frank (Nov 14, 2023 10:52 MST)

Name: Daniel Frank

Title: Board Member

ATTEST:

/s/: Marc Cooper
Marc Cooper (Nov 14, 2023 16:33 MST)

Name: Marc Cooper

Title: Board Member

Exhibit A to Resolution

[attach Service Plan Amendment]

AMENDMENT
TO
SERVICE PLAN
FOR
FOREST TRACE METROPOLITAN DISTRICT NO. 3

City of Aurora, Colorado

Service Plan approved by the City of Aurora on July 24, 2006

This Amendment Dated ___, 2024

I. INTRODUCTION AND PURPOSE OF FIRST AMENDMENT

The City of Aurora approved the Model Service Plan (the "Service Plan") for Forest Trace Metropolitan District No. 3 (the "District") on July 24, 2006. This Amendment to Service Plan ("Amendment") is intended to be read in conjunction with the Service Plan.

Since the time the Service Plan was approved, the District entered into that certain South Aurora Regional Improvement Authority Establishment Agreement (the "SARIA Establishment Agreement") and is a member district of the South Aurora Regional Improvement Authority ("SARIA"). The SARIA Establishment Agreement is considered an ARI Establishment Agreement and SARIA is considered an ARI Authority pursuant to the Service Plan, as those terms are defined in the Service Plan.

Consistent with the Service Plan and the SARIA Establishment Agreement, the District has pledged its ARI Mill Levy to SARIA.

SARIA previously issued its Special Revenue Bonds, Series 2018, to fund, in part, Regional Improvements consistent with the SARIA Establishment Agreement (the "Regional Improvements," as defined in the SARIA Establishment Agreement). SARIA desires to issue additional debt to finance additional Regional Improvements, but has determined that the ARI Mill Levy as currently set forth in the Service Plan poses various challenges to the issuance of debt funded by the ARI Mill Levy of the District and all other districts that are party to the SARIA Establishment Agreement.

The District, as well as SARIA and all the other districts that are parties to the SARIA Establishment Agreement, have determined that certain revisions to the ARI Mill Levy as set forth in the service plans of each of the districts, by way of this Amendment, will facilitate the issuance of debt by SARIA to fund additional Regional Improvements for the benefit of SARIA, the District, the other districts that are parties to the SARIA Establishment Agreement, and their collective and respective residents, owners, taxpayers and constituents.

The limited purpose of this Amendment is to amend the Service Plan's definition of ARI Mill Levy as further set forth below.

II. AMENDMENT

The District's Service Plan is hereby amended as follows:

Section A of the definition of "ARI Mill Levy" in Section II of the Service Plan shall be deleted in its entirety and replaced with the following language:

> A. For a district with property within its boundaries developed with any residential uses means the mill levy imposed for payment of the costs of the planning, design, permitting, construction, acquisition and financing of the improvements described in the ARI Master Plan, which: (i) shall be one (1) mill for

collection beginning for each district in the first year of collection of a debt service mill levy by such district and continuing in each year thereafter through the twentieth (20th) year; and (ii) shall be five (5) mills from the twenty-first (21st) year through the fortieth (40th) year or the date of repayment of the debt incurred for Public Improvements, other than Regional Improvements, which ever first occurs; and (iii) for an additional ten (10) years, the mill levy shall be thirty (30) mills; and

Additionally, Section D of the definition of "ARI Mill Levy" in Section II of the Service Plan shall be deleted in its entirety and replaced with the following language:

D. If, on or after January 1, 2004, there are changes in the method of calculating assessed valuation or any constitutionally mandated tax credit, cut, or abatement, all mills described in this ARI Mill Levy definition may be increased or decreased to reflect such changes, such increases or decreases to be determined by the Board in good faith (such determination to be binding and final) so that to the extent possible, the actual tax revenues generated by the mill levy, as adjusted for changes occurring after January 1, 2004, are neither diminished nor enhanced as a result of such changes. For purposes of the foregoing, a change in the ratio of actual valuation shall be deemed to be a change in the method of calculating assessed valuation.

III. CONDITIONAL EFFECTIVENESS OF AMENDMENT; REFUNDING OF 2018 BONDS AS CONDITION PRECEDENT

It is acknowledged that SARIA previously issued its South Aurora Regional Improvement Authority Special Revenue Bonds, Series 2018, in the original amount of $11,265,000, on December 19, 2018 (the "2018 Bonds"). It is further acknowledged that the 2018 Bonds are secured, in part, by the pledge of the District's ARI Mill Levy as such ARI Mill Levy is defined in the District's Service Plan prior to this Amendment. Nothing in this Amendment is intended to alter, amend, limit or otherwise affect the ARI Mill Levy as pledged toward the 2018 Bonds.

Therefore, it is expressly stated that this Amendment shall only take effect upon the condition precedent that the 2018 bonds are refunded, repaid, defeased, or otherwise paid in full, and this Amendment shall not be of any force and effect unless and until the 2018 bonds are refunded, repaid, defeased, or otherwise paid in full.

IV. EFFECT OF AMENDMENT

All capitalized terms used but not otherwise defined in this Amendment shall have the definitions ascribed to them in the Service Plan. Except as specifically amended as set forth above, all other provisions of the Service Plan shall remain in full force and effect. To the extent there are any inconsistencies between this Amendment and the Service Plan, this Amendment shall control.

V. REQUESTED APPROVAL

It is hereby requested that the City Council of the City of Aurora, Colorado, which has jurisdiction to approve this Amendment by virtue of Section 32-1-207(2) C.R.S., *et seq.*, as

amended, adopt a resolution of approval which approves this Amendment to the Service Plan as submitted.

CITY OF AURORA
Council Agenda Commentary

Item Title: Inspiration MD Service Plan Amendment (Ordinance) - PH
Item Initiator: Michael Kerrigan, Special District Administrator, Development Services
Staff Source/Legal Source: Michael Kerrigan, Special District Administrator, Development Services / Brian Rulla, Assistant City Attorney
Outside Speaker: Tom George, Spencer Fane LLP
Council Goal: 2012: 6.0--Provide a well-managed and financially strong City

COUNCIL MEETING DATES:

Study Session: 2/24/2025

Regular Meeting: 3/12/2025

2nd Regular Meeting (if applicable): 3/24/2025

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)

Michael Kerrigan, Special District Administrator, Development Services / Brian Rulla, Assistant City Attorney
Outside Speaker: Tom George, Spencer Fane LLP

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: Management & Finance

Policy Committee Date: 2/6/2025

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 Inspiration Metropolitan District (the "District") (formerly known as Rocking Horse Metropolitan Districts Nos. 1 and 2) was created to plan, design, acquire, construct, install, relocate, finance, own, operate, and maintain the public improvements necessary to develop the project commonly known as the Inspiration neighborhood generally located at the intersection of S. Gartrell Rd. and the county line of Douglas County and Arapahoe County. City Council approved the Amended and Restated Service Plan for the District in August 2004.

The approved Service Plan requires the District to impose the Aurora Regional Improvement ("ARI") mill levy to fund the planning, design, permitting, construction, acquisition, and financing of regional street and transportation related improvements that benefit the service area of the District. The improvement projects to be funded by the ARI are intended to be large, regional projects that have limited funding sources available. The ARI Mill Levy for the District fall into two general categories based upon land usage and the ARI Mill Levy increases over time.

Residential metro districts:

- Tier 1- 1 mill in years 1-20.
- Tier 2- 5 mills in years 21-40 or the year of debt repayment whichever occurs first.
- Tier 3- Average of last 10 years debt service mills in years 41-50.

Commercial (non-residential) districts:

- Tier 1- 1 mill in years 1-20.
- Tier 2- 1.5 mills in years 21-40.
- Tier 3- Lesser of 20 mills or average of last 10 years debt service mills in years 41-45.

Additionally, the District is provided three options for how the ARI Mill Levy funds are to be managed:

1. Establish or join an ARI Authority with three or more other metropolitan districts; the ARI Authority then directs the use of funds.
2. Execute an IGA with the City which directs the use of funds.
3. Convey the funds to the City at which point the City determines how to use the funds.

In 2017 the District entered into an establishment agreement to form the South Aurora Regional Improvement Authority (SARIA). SARIA was created to use the ARI Mill Levy revenue from its member districts to fund regional transportation infrastructure projects. The following 22 Metropolitan Districts are members of the authority, and districts marked with an asterisk currently have residents:

- Beacon Point Metropolitan District*
- Blackstone Metropolitan District*
- Forest Trace Metropolitan Districts Nos. 1-3 * (only Districts 1 and 3 have residents)

- Inspiration Metropolitan District*
- Kings Point South Metropolitan Districts Nos. 1-3
- Overlook at Kings Point South Metropolitan District
- Prairie Point Metropolitan District Nos. 1-3
- Pronghorn Valley Metropolitan District*
- Senac South Metropolitan Districts Nos. 1-4
- Sorrel Ranch Metropolitan District*
- Southlands Metropolitan District No. 2*
- Wheatlands Metropolitan District*
- Whispering Pines Metropolitan District No. 1*

Each of these districts, with the exception of Beacon Point Metropolitan District, Blackstone Metropolitan District, Forest Trace Metropolitan District No. 2, Senac South Metropolitan District Nos. 1-4, Southlands Metropolitan District No. 2, and Wheatlands Metropolitan District are requesting amendments to their Service Plans to update the ARI Mill Levy language.

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

The service plan amendment is limited in scope to amend the ARI Mill Levy. SARIA is currently planning to refund its existing debt in an effort to achieve savings. With the refunding, SARIA will also issue new bonds and the proceeds of which will be used to further the purposes of its establishment agreement. The service plan amendments clarify an uncertainty for the tier 3 ARI Mill Levy. The current ARI Mill Levy language is written such that the tier 3 ARI Mill Levy will not be known until 40 to 50 years in the future, this uncertainty poses a risk for the bond market. The adjusted ARI Mill Levy definition changed with this service plan amendment provides a known fixed mill levy today for the tier 3 ARI Mill Levy, thereby providing more certainty for the bond market which in turn should bring more favorable financing for the upcoming SARIA bond issuance.

The amended ARI Mill Levy definitions are shown below for each SARIA member district, the specific treatment for the District is highlighted in red.

Group 1- member districts with residents and no current debt mill levy or current debt mill levy greater than 30 mills:

- Tier 1- 1 mill (amount and time period unchanged)
- Tier 2- 5 mills (amount and time period unchanged)
- Tier 3- 30 mills (time period unchanged, amount fixed at 30 mills)

Forest Trace Metropolitan District No. 1 (no 2023/24 debt service levy imposed)
Forest Trace Metropolitan District No. 3 (2023/24 debt service levy = 56.440
Inspiration Metropolitan District (2023/24 debt service levy = 34 mills)
Pronghorn Valley Metropolitan District (2023/24 debt service levy = 57.156)

Group 2- member districts with current debt mill levies less than 30 mills:

- Tier 1- 1 mill (amount and time period unchanged)
- Tier 2- 5 mills (amount and time period unchanged)
- Tier 3- Lesser of 30 mills or 2023/24 debt service mill levy (time period unchanged, amount changed to be reflective of current debt service mill levy)

Sorrel Ranch Metropolitan District: Tier 3 = 28.154 mills
Whispering Pines Metropolitan District No. 1: Tier 3 = 26 mills

Group 3- member districts with no residents and no current debt mill levy:

- Tier 1- 5 mills (time period unchanged, amount increased from 1 to 5)
- Tier 2- 5 mills (amount and time period unchanged)
- Tier 3- 30 mills (time period unchanged, amount changed to be fixed at 30 mills)

Kings Point South Metropolitan District Nos. 1-3
Overlook at Kings Point South Metropolitan District
Prairie Point Metropolitan District Nos. 1-3

Group 4- member districts with no Service Plan Amendment Proposed:
Beacon Point Metropolitan District
Blackstone Metropolitan District
Forest Trace Metropolitan District No. 2
Senac South Metropolitan District Nos. 1-4
Southlands Metropolitan District No. 2
Wheatlands Metropolitan District

In addition to the Service Plan Amendments, there are four accompanying IGAs. The Transportation Impact Fee agreement will be presented concurrently with the amendments. IGAs for the Gun Club Road, Aurora Parkway Improvements, and Gartrell Road Improvements projects will be presented at a future TAPS committee meeting.

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 forward this item to the Regular City Council Meeting as proposed?

LEGAL COMMENTS

Title 32, Article 1, C.R.S., as amended, and Section 122-36(b) of the City Code each provide that material modifications to an approved metropolitan district service plan may be made by the board of directors of a district only by petition to and approval by the City Council in substantially the same manner as provided for in the approval for an original service plan.

Section 122-32 of the City Code requires that the City Council conduct a public hearing regarding approval of the proposed district and its service plan. Therefore, a public hearing is required prior to material modifications of the service plan pursuant to Section 122-36(b).

Section 122-30(21) further requires that the special district enter into a written agreement with the City. The proposed Intergovernmental Agreement satisfies the requirements set forth therein. As the proposed Agreement is with another governmental entity, a resolution is required to authorize its execution. (City Charter Section 10-12.)

All legislative enactments must be in the form of ordinances pursuant to Section 5-1 of the Charter of the City of Aurora, Colorado and City Council Rule F.1 provides that an ordinance remains in effect until otherwise rescinded or amended by the City Council.

(Rulla)

ORDINANCE NO. 2025-__

A BILL

FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO APPROVING AN AMENDMENT TO THE AMENDED AND RESTATED CONSOLIDATED SERVICE PLAN FOR INSPIRATION METROPOLITAN DISTRICT

WHEREAS, the City of Aurora previously approved the Consolidated Service Plan (the "Service Plan") for RockingHorse Metropolitan Districts Nos. 1 and 2 on March 4, 2002, which Service Plan was amended and restated by the Amended and Restated Consolidated Service Plan for RockingHorse Metropolitan District Nos. 1 and 2 dated August 6, 2004, following which there was a change of the name RockingHorse Metropolitan District No. 2 to Inspiration Metropolitan District (the "District") which change was approved by the District Court on February 10, 2017;

WHEREAS, pursuant to Section 32-1-204.5, C.R.S., as amended, and Section 122-29 of the City Code, an Amendment to the Service Plan (the "Service Plan Amendment") for the District has been submitted to the City Council; and

WHEREAS, pursuant to the provisions of Title 32, Article 1, C.R.S., as amended, and Chapter 122 of the City Code, the City Council is to hold a public hearing on the Service Plan Amendment for the District; and

WHEREAS, notice of the hearing before the City Council was duly published in the *Aurora Sentinel*, a newspaper of general circulation within the City, as required by law, and mailed to all interested persons, the Division of Local Government, and the governing body of each municipality and title 32 district that has levied an ad valorem tax within the next preceding tax year and that has boundaries within a radius of three miles of the District; and

WHEREAS, the Aurora Regional Improvement mill levy imposed within the City's model service plan allows for the formation of an Authority by three (3) or more districts to fund regional infrastructure with the pledge of their ARI mill levies collected from all member districts; and

WHEREAS, the District previously entered into that certain South Aurora Regional Improvement Authority Establishment Agreement (the "SARIA Establishment Agreement") and is a member district of the South Aurora Regional Improvement Authority ("SARIA"), and, consistent with the Service Plan and the SARIA Establishment Agreement, the District has pledged its ARI Mill Levy (as defined in the Service Plan) to SARIA; and

WHEREAS, the Service Plan Amendment provides that Section A of the definition of "ARI Mill Levy" in Section II of the Service Plan shall be deleted in its entirety and replaced with the following language: "For districts with property within their boundaries developed with any residential uses means the mill levy imposed for payment of the costs of the planning, design, permitting, construction, acquisition and financing of the improvements described in the ARI Master Plan, which: (i) shall be one (1) mill for collection beginning for each district in the first year of collection of a debt service mill levy by such district and continuing in each year thereafter through the twentieth (20th) year; and (ii) shall be five (5) mills from the twenty-first (21st) year

through the fortieth (40th) year or the date of repayment of the debt incurred for Public Improvements, other than Regional Improvements, which ever first occurs; and (iii) for an additional ten (10) years, the mill levy shall be equal to the lesser of 30 mills or the mill levy imposed by such district in the tax year 2023 for collection in 2024;" and

WHEREAS, the Service Plan Amendment further provides that, Section D of the definition of "ARI Mill Levy" in Section II of the Service Plan shall be deleted in its entirety and replaced with the following language: "If, on or after January 1, 2004, there are changes in the method of calculating assessed valuation or any constitutionally mandated tax credit, cut, or abatement, all mills described in this ARI Mill Levy definition may be increased or decreased to reflect such changes, such increases or decreases to be determined by the Board in good faith (such determination to be binding and final) so that to the extent possible, the actual tax revenues generated by the mill levy, as adjusted for changes occurring after January 1, 2004, are neither diminished nor enhanced as a result of such changes. For purposes of the foregoing, a change in the ratio of actual valuation shall be deemed to be a change in the method of calculating assessed valuation;" and

WHEREAS, the City Council has considered the Service Plan Amendment, and all other testimony and evidence presented at the hearing; and

WHEREAS, the City Council finds that the Service Plan Amendment should be approved unconditionally, as permitted by Sections 32-1-203(2) and 32-1-204.5(1)(a), C.R.S., as amended, and Section 122-34(a) of the City Code; and

WHEREAS, all legislative enactments must be in the form of ordinances pursuant to Section 5-1 of the Charter of the City of Aurora, Colorado and City Council Rule F.1 provides that an ordinance remains in effect until otherwise rescinded or amended by the City Council.

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

Section 1. The City Council hereby finds and determines that all of the requirements of Title 32, Article 1, Part 2, C.R.S., as amended, and Chapter 122 of the City Code relating to the filing of the Service Plan Amendment for the District has been fulfilled and that notice of the hearing was given in the time and manner required by law and that City Council has jurisdiction to act on the Service Plan Amendment.

Section 2. The City Council further determines that all pertinent facts, matters and issues were submitted at the public hearing; that all interested parties were heard or had the opportunity to be heard and that evidence satisfactory to the City Council of each of the following was presented:

a. There is sufficient existing and projected need for organized service in the area to be serviced by the District;

b. The existing service in the area to be served by the District is inadequate for present and projected needs;

c. The District is capable of providing economical and sufficient service to the area within their proposed boundaries;

d. The area included in the District has, or will have, the financial ability to discharge the proposed indebtedness on a reasonable basis;

e. Adequate service is not, or will not be, available to the area through the City, Adams County, or other existing municipal or quasi-municipal corporations, including other existing title 32 districts, within a reasonable time and on a comparable basis;

f. The facility and service standards of the District are compatible with the facility and service standards of the City;

g. The proposed Service Plan Amendment Plan is in substantial compliance with the comprehensive plan of the City as adopted pursuant to the City Code;

h. The proposed Service Plan Amendment is in compliance with any duly adopted City, regional, or state long-range water quality management plan for the area; and

i. The creation of the District will be in the best interests of the area proposed to be served.

Section 3. The City Council hereby approves the Service Plan Amendment for the District as submitted.

Section 4. The ARI Mill Levy defined in this Service Plan Amendment applies only to Inspiration Metropolitan District. In all other instances the definition of ARI Mill Levy in City Code §122-26 shall remain in full force and effect.

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.

Section 7. All prior resolutions or any parts thereof, to the extent that they are inconsistent with this Ordinance, are hereby rescinded.

Section 8. Future amendments to the Intergovernmental Agreement Between the City and the District as well as amendments to the Service Plan shall be by resolution.

INTRODUCED, READ AND ORDERED PUBLISHED this _____ day of _____, 2025.

PASSED AND ORDERED PUBLISHED this _____ day of _____, 2025.

_____
MIKE COFFMAN, Mayor

ATTEST:

_____
KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

PETER A. SCHULTE, CITY ATTORNEY

By: _____ RLA
BRIAN J. RULLA, Assistant City Attorney

SpencerFane

File No. 5027332-0012

January 22, 2025

Office of Development Assistance
City of Aurora
15151 E. Alameda Pkwy
Aurora, CO 80012

Re: Proposed Service Plan Amendments for South Aurora Regional Improvement Authority ("SARIA") Member Districts; Revisions to ARI Mill Levies

To the Office of Development Assistance, City of Aurora:

I. Introduction

The South Aurora Regional Improvement Authority ("SARIA") is a contractually-established authority created for the purpose of funding regional transportation improvements in the southern portion of Aurora. SARIA was originally established by intergovernmental agreement in 2017 and currently includes as its members the City of Aurora (the "City") in addition to the following 22 individual metropolitan districts:

Beacon Point Metropolitan District
Blackstone Metropolitan District
Forest Trace Metropolitan District Nos. 1-3
Inspiration Metropolitan District
Kings Point South Metropolitan District Nos. 1-3
Overlook at Kings Point South Metropolitan District
Prairie Point Metropolitan District Nos. 1-3
Pronghorn Valley Metropolitan District
Senac South Metropolitan District Nos. 1-4
Sorrel Ranch Metropolitan District
Southlands Metropolitan District No. 2
Wheatlands Metropolitan District
Whispering Pines Metropolitan District No. 1

Submitted with this letter are proposed service plan amendments (the "Service Plan Amendments") to amend the service plans of all but nine of SARIA's member districts (excluding such nine districts, the "Amending Members"), along with resolutions of each of the Amending Members authorizing SARIA to submit the Service Plan Amendments to the City.

The Boards of Directors of all of the Amending Members have approved the Service Plan Amendments and have authorized SARIA, on behalf of the Amending Members, to process the Service Plan Amendments as one submittal with the City.

The limited purpose of the Service Plan Amendments is to modify the ARI Mill Levy of each Amending Member as set forth herein. No other changes are requested to the service plans of the Amending Members.

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II. Districts Not Proposing Service Plan Amendments

a. Beacon Point Metropolitan District; Blackstone Metropolitan District; Southlands Metropolitan District No. 2; and Wheatlands Metropolitan District

All of the SARIA member districts recently unanimously approved an ARI Master Plan No. 3. The purpose of ARI Master Plan No. 3, consistent with SARIA's establishing agreement, is to set forth details regarding the prioritization and funding of the next set of regional improvements by SARIA. A key component of ARI Master Plan No. 3, as further set forth therein, is that Beacon Point Metropolitan District, Blackstone Metropolitan District, Southlands Metropolitan District No. 2, and Wheatlands Metropolitan District (the "Limited Participants") will contribute their ARI Mill Levies to SARIA under ARI Master Plan No. 3 only through 2038. Because the Limited Participants will only contribute their ARI Mill Levies to SARIA through 2038, the changes proposed in the Service Plan Amendments would have no bearing on SARIA, and no amendments to their service plans are therefore required or requested by them at this time.

b. Forest Trace Metropolitan District No. 2

Forest Trace Metropolitan District No. 2 is not requesting an amendment to its service plan at this time because the district either is not expected at any time to issue debt and thus it will likely never impose an ARI Mill Levy, or it will include only commercial property, and under either circumstance the changes proposed in the Service Plan Amendments would not apply.

c. Senac South Metropolitan District Nos. 1-4

Senac South Metropolitan District Nos. 1-4 are also not requesting an amendment to their service plans at this time because the districts have expressed a preference not to alter their ARI Mill Levy as proposed in the Service Plan Amendments. This is not expected to adversely impact the Amending Members or SARIA, and the Amending Members and SARIA have determined nonetheless to proceed with the Service Plan Amendments.

III. SARIA Background

SARIA was organized for the limited purpose of financing "Regional Improvements" consistent with SARIA's establishing agreement and the service plans of each of SARIA's member districts.

SARIA does not and is not authorized under its establishing agreement to own, operate or maintain any public improvements.

SARIA also does not impose any taxes or fees. Rather, SARIA relies entirely upon revenues derived from each member district's ARI Mill Levy as set forth in the member districts' service plans (the "ARI Mill Levy(ies)") in order to finance Regional Improvements.

IV. Current ARI Mill Levy System

Currently, consistent with the City's Model Service Plan in place since 2004, the SARIA member districts' ARI Mill Levies are generally imposed, beginning the first year each district imposes a debt service mill levy, as follows:

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Tier 1: 1 mill from Years 1-20 ("Tier 1 Levy");

Tier 2: 5 mills Years 21-40, or the date of repayment of the district's debt, whichever first occurs ("Tier 2 Levy"); and

Tier 3: for an additional ten (10) years, the mill levy is equal to the average debt service mill levy imposed in the ten (10) years prior to the date of repayment of the district's debt ("Tier 3 Levy").

V. Limited Purpose of Proposed Service Plan Amendments

The limited purpose of the Service Plan Amendments is to modify the ARI Mill Levy of each Amending Member as set forth below. For clarity, all ARI Mill Levies discussed herein and as may be amended under the Service Plan Amendments shall be adjusted in accordance with each Amending Member's respective Service Plan to adjust for changes occurring after January 1, 2004. **No other changes are requested to the service plans of the Amending Members.**

The requested changes are as follows:

For Amending Members that currently have residents:

Tier 1 Levy: 1 mill from Years 1-20 (*unchanged*)

Tier 2 Levy: 5 mills for Years 21-40, or the date of repayment of the debt incurred for Public Improvements, other than Regional Improvements, which ever first occurs (*unchanged*); and

Tier 3 Levy: for an additional ten years, the mill levy shall be equal to the lesser of 30 mills or the mill levy imposed by such district in the tax year 2023 for collection in 2024.

For Amending Members that do not currently have residents:

Tier 1 Levy: 5 mills from Years 1-20 (*increased from 1 mill to 5 mills*);

Tier 2 Levy: 5 mills from Years 21-40, or the date of repayment of the debt incurred for Public Improvements, other than Regional Improvements, which ever first occurs (*unchanged*); and

Tier 3 Levy: for an additional ten years, the mill levy shall be 30 mills.

In addition, the Service Plan Amendments clarify that the Tier 3 Levy is to commence no later than year 40.

More specifically, the foregoing changes to the ARI Mill Levy for the Amending Members can be summarized, and the SARIA member districts can be broken out into four groups, as follows:

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“Group 1”:

Tier 1 Levy: 1 mill (*unchanged*)
Tier 2 Levy: 5 mills (*unchanged*)
Tier 3 Levy: 30 mills (*fixed at 30 mills*)

Forest Trace Metropolitan District No. 1 (2023/24 debt service mill levy = no levy imposed yet)
Forest Trace Metropolitan District No. 3 (2023/24 debt service mill levy = 56.440)
Inspiration Metropolitan District (2023/24 debt service mill levy = 34 mills)
Pronghorn Valley Metropolitan District (2023/24 debt service mill levy = 57.156)

“Group 2”:

Tier 1 Levy: 1 mill (*unchanged*)
Tier 2 Levy: 5 mills (*unchanged*)
Tier 3 Levy: 2023/24 debt service mill levy (*which is less than 30 mills*)

Sorrel Ranch Metropolitan District: Tier 3 Levy = 28.154 mills
Whispering Pines Metropolitan District No. 1: Tier 3 Levy = 26 mills

“Group 3” (No Current Residents):

Tier 1 Levy: 5 mills (*increased from 1 to 5*)
Tier 2 Levy: 5 mills (*unchanged*)
Tier 3 Levy: 30 mills (*fixed at 30 mills*)

Kings Point South Metropolitan District Nos. 1-3
Overlook at Kings Point South Metropolitan District
Prairie Point Metropolitan District Nos. 1-3

“Group 4” (No Service Plan Amendment Proposed):

Beacon Point Metropolitan District
Blackstone Metropolitan District
Forest Trace Metropolitan District No. 2
Senac South Metropolitan District Nos. 1-4
Southlands Metropolitan District No. 2
Wheatlands Metropolitan District

Again, for clarity, all ARI Mill Levies listed above and as may be amended under such Service Plan Amendments shall be adjusted in accordance with each Amending Member’s respective Service Plan to adjust for changes occurring after January 1, 2004.

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VI. Rationale and Benefits of Proposed Service Plan Amendments

As stated above, the proposed Service Plan Amendments have been approved individually by the Boards of Directors of all the Amending Members. The Service Plan Amendments are being submitted by SARIA to the City as one package on behalf of all the Amending Members in order to process them efficiently.

As currently defined in the service plans of the Amending Members, the ARI Mill Levy is complicated and, with regard to the Tier 3 Levy, simply cannot be accurately projected. For example, because the Tier 3 Levy is supposed to be "equal to the average debt service mill levy imposed in the ten (10) years prior to the date of repayment of the district's debt," a date that is for some districts more than 20 years in the future, it is impossible to know now what the Tier 3 Levy will actually be. This makes it difficult for the Amending Members to plan out their property tax levies into the future. It also means that the Tier 3 Levy may be impacted by long-term influences such as changing property values and changing Board priorities well into the future. Further, it makes the issuance of debt to finance Regional Improvements supported by the Amending Members' ARI mill levies difficult and thus more expensive to issue.

The Tier 3 Levy, while it is supposed to begin in year 40 or the date of repayment of the district's debt, whichever first occurs, cannot be calculated in year 40 if the district's debt is not yet repaid because the Tier 3 Levy is calculated based on the debt service mill levy rate in the 10 years prior to "repayment."

In order to resolve the foregoing issues, the Amending Members and SARIA initially proposed fixing the Tier 3 Levies of all Amending Members at 30 mills as an approximate average of currently projected Tier 3 Levies. However, a number of Amending Members already had a debt service mill levy below 30 mills. So, rather than setting the Tier 3 Levies at a rate higher than the current projection, the Amending Members settled upon a Tier 3 Levy fixed at the lesser of 30 mills or each district's current debt service mill levy. This is why the Amending Members are separated into Group 1 and Group 2, above.

Further, a subset of the Amending Members, identified as Group 3 above, are willing to increase their Tier 1 Levy from 1 mill to 5 mills. These districts are still in predevelopment stages and would generally not see an increase in their ARI Mill Levy for up to 20 years, unlike other members districts who are 10-20 years into the ARI Mill Levy timeline. By increasing their Tier 1 Levy, these Group 3 districts will contribute more to Regional Improvements by way of their increased Tier 1 Levy contributions in earlier years.

Finally, the Service Plan Amendments clarify an ambiguity as to the Tier 3 Levy by setting a defined Tier 3 Levy Rate in the scenario where a district has not paid off its debt by year 40.

VII. Summary of Benefits of Proposed Service Plan Amendments

The benefits of the proposed Service Plan Amendments to the Amending Members can be summarized as follows:

- Establishes a set Tier 3 Levy;
- Allows Amending Members to anticipate future property tax rates and assists in long-term planning;
- Protects against any factors that would otherwise increase the Tier 3 Levy;

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- Allows for more certain revenue projections to aid in financing Regional Improvements;
- Increases Tier 1 Levy revenue from the Group 3 Amending Members to better support Regional Improvements; and
- Clarifies the Tier 3 Levy in the circumstances when a district has not paid off its debt by year 40 by setting a defined Tier 3 Levy Rate.

VIII. Summary and Request

In closing, on behalf of the Amending Members and SARIA, we respectfully request that the Aurora City Council approve the enclosed Service Plan Amendments.

Sincerely,

/s/ Thomas N. George

Tom George
Spencer Fane LLP

Encs.

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RESOLUTION OF THE BOARD OF DIRECTORS OF THE INSPIRATION METROPOLITAN DISTRICT APPROVING SERVICE PLAN AMENDMENT

WHEREAS, the City of Aurora previously approved the Consolidated Service Plan (the "Service Plan") for RockingHorse Metropolitan Districts Nos. 1 and 2 on March 4, 2002, which Service Plan was amended and restated by the Amended and Restated Consolidated Service Plan for RockingHorse Metropolitan District Nos. 1 and 2 dated August 6, 2004, following which there was a change of the name RockingHorse Metropolitan District No. 2 to Inspiration Metropolitan District (the "District") which change was approved by the District Court on February 10, 2017;

WHEREAS, the District previously entered into that certain South Aurora Regional Improvement Authority Establishment Agreement (the "SARIA Establishment Agreement") and is a member district of the South Aurora Regional Improvement Authority ("SARIA"), and, consistent with the Service Plan and the SARIA Establishment Agreement, the District has pledged its ARI Mill Levy (as defined in the Service Plan) to SARIA;

WHEREAS, SARIA previously issued special revenue bonds to fund, in part, regional improvements consistent with the SARIA Establishment Agreement, and SARIA desires to issue additional debt to finance additional regional improvements, but SARIA has determined that the ARI Mill Levy as currently set forth in the Service Plan poses various challenges to the issuance of debt funded by the ARI Mill Levy of the District and all other districts that are parties to the SARIA Establishment Agreement; and

WHEREAS, the Board of Directors of the District (the "Board") has determined that an amendment to the Service Plan is necessary to make certain revisions to the ARI Mill Levy in order to facilitate the issuance of debt by SARIA to fund additional regional improvements for the benefit of SARIA, the District, the other districts that are parties to the SARIA Establishment Agreement, and their collective and respective residents, owners, taxpayers and constituents, as set forth herein.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE INSPIRATION METROPOLITAN DISTRICT AS FOLLOWS:

1. The Board hereby approves the amendment to the Service Plan attached hereto as **Exhibit A** and incorporated by reference herein (the "Service Plan Amendment").

2. The Board directs and authorizes the District's manager, legal counsel, accountant and/or other consultants, in coordination with each other, to submit the Service Plan Amendment to the City of Aurora for consideration and to take any and all actions reasonably necessary to obtain the City or Aurora's full and final approval of the Service Plan Amendment.

3. The Board further authorizes SARIA and its manager, legal counsel, accountant and/or other consultants, in coordination with the District's consultants, to submit the Service Plan Amendment to the City of Aurora for consideration and to take any and all actions reasonably

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necessary to obtain the City or Aurora's full and final approval of the Service Plan Amendment on behalf of the District.

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ADOPTED AND EFFECTIVE THIS 13th day of February, 2024.

INSPIRATION METROPOLITAN DISTRICT

/s/: DocuSigned by: Rick Forsman E545AD00E25E466...

Name: Rick Forsman

Title: President, Board of Directors

ATTEST:

/s/: DocuSigned by: A053890B88FB4FF...

Name: Doug Parris

Title: Secretary, Board of Directors

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Exhibit A to Resolution

[Service Plan Amendment]

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SERVICE PLAN
FOR
INSPIRATION METROPOLITAN DISTRICT

(FORMERLY KNOWN AS ROCKINGHORSE METROPOLITAN DISTRICT NO. 2)

City of Aurora, Colorado

Service Plan approved by the City of Aurora on March 4, 2002,
as amended and restated on August 6, 2004,
with a name change effective February 10, 2017

This Amendment Dated _____, 2024

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I. INTRODUCTION AND PURPOSE OF FIRST AMENDMENT FOR INSPIRATION METROPOLITAN DISTRICT

The City of Aurora approved the Consolidated Service Plan (the "Service Plan") for RockingHorse Metropolitan Districts Nos. 1 and 2 on March 4, 2002, which Service Plan was amended and restated by the Amended and Restated Consolidated Service Plan for RockingHorse Metropolitan Districts Nos. 1 and 2 on August 6, 2004, following which there was a change of the name of RockingHorse Metropolitan District No. 2 to Inspiration Metropolitan District (the "District"). This Amendment to Service Plan ("Amendment") is intended to be read in conjunction with the Inspiration Metropolitan District Service Plan.

Since the time the Service Plan was approved, the District entered into that certain South Aurora Regional Improvement Authority Establishment Agreement (the "SARIA Establishment Agreement") and is a member district of the South Aurora Regional Improvement Authority ("SARIA"). The SARIA Establishment Agreement is considered an ARI Establishment Agreement and SARIA is considered an ARI Authority pursuant to the Service Plan, as those terms are defined in the Service Plan.

Consistent with the Service Plan and the SARIA Establishment Agreement, the District has pledged its ARI Mill Levy to SARIA.

SARIA previously issued its Special Revenue Bonds, Series 2018, to fund, in part, Regional Improvements consistent with the SARIA Establishment Agreement (the "Regional Improvements," as defined in the SARIA Establishment Agreement). SARIA desires to issue additional debt to finance additional Regional Improvements, but has determined that the ARI Mill Levy as currently set forth in the Service Plan poses various challenges to the issuance of debt funded by the ARI Mill Levy of the District and all other districts that are party to the SARIA Establishment Agreement.

The District, as well as SARIA and all the other districts that are parties to the SARIA Establishment Agreement, have determined that certain revisions to the ARI Mill Levy as set forth in the service plans of each of the districts, by way of this Amendment, will facilitate the issuance of debt by SARIA to fund additional Regional Improvements for the benefit of SARIA, the District, the other districts that are parties to the SARIA Establishment Agreement, and their collective and respective residents, owners, taxpayers and constituents.

The limited purpose of this Amendment is to amend the Service Plan's definition of ARI Mill Levy as further set forth below.

II. AMENDMENT

The District's Service Plan is hereby amended as follows:

Section A of the definition of "ARI Mill Levy" in Section II of the Service Plan shall be deleted in its entirety and replaced with the following language:

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A. For districts with property within their boundaries developed with any residential uses means the mill levy imposed for payment of the costs of the planning, design, permitting, construction, acquisition and financing of the improvements described in the ARI Master Plan, which: (i) shall be one (1) mill for collection beginning for each district in the first year of collection of a debt service mill levy by such district and continuing in each year thereafter through the twentieth (20th) year; and (ii) shall be five (5) mills from the twenty-first (21st) year through the fortieth (40th) year or the date of repayment of the debt incurred for Public Improvements, other than Regional Improvements, which ever first occurs; and (iii) for an additional ten (10) years, the mill levy shall be equal to the lesser of 30 mills or the mill levy imposed by such district in the tax year 2023 for collection in 2024; and

Additionally, Section D of the definition of "ARI Mill Levy" in Section II of the Service Plan shall be deleted in its entirety and replaced with the following language:

D. If, on or after January 1, 2004, there are changes in the method of calculating assessed valuation or any constitutionally mandated tax credit, cut, or abatement, all mills described in this ARI Mill Levy definition may be increased or decreased to reflect such changes, such increases or decreases to be determined by the Board in good faith (such determination to be binding and final) so that to the extent possible, the actual tax revenues generated by the mill levy, as adjusted for changes occurring after January 1, 2004, are neither diminished nor enhanced as a result of such changes. For purposes of the foregoing, a change in the ratio of actual valuation shall be deemed to be a change in the method of calculating assessed valuation.

III. CONDITIONAL EFFECTIVENESS OF AMENDMENT; REFUNDING OF 2018 BONDS AS CONDITION PRECEDENT

It is acknowledged that SARIA previously issued its South Aurora Regional Improvement Authority Special Revenue Bonds, Series 2018, in the original amount of $11,265,000, on December 19, 2018 (the "2018 Bonds"). It is further acknowledged that the 2018 Bonds are secured, in part, by the pledge of the District's ARI Mill Levy as such ARI Mill Levy is defined in the District's Service Plan prior to this Amendment. Nothing in this Amendment is intended to alter, amend, limit or otherwise affect the ARI Mill Levy as pledged toward the 2018 Bonds.

Therefore, it is expressly stated that this Amendment shall only take effect upon the condition precedent that the 2018 bonds are refunded, repaid, defeased, or otherwise paid in full, and this Amendment shall not be of any force and effect unless and until the 2018 bonds are refunded, repaid, defeased, or otherwise paid in full.

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IV. EFFECT OF AMENDMENT

All capitalized terms used but not otherwise defined in this Amendment shall have the definitions ascribed to them in the Service Plan. Except as specifically amended as set forth above, all other provisions of the Service Plan shall remain in full force and effect. To the extent there are any inconsistencies between this Amendment and the Service Plan, this Amendment shall control.

V. REQUESTED APPROVAL

It is hereby requested that the City Council of the City of Aurora, Colorado, which has jurisdiction to approve this Amendment by virtue of Section 32-1-207(2) C.R.S., *et seq.*, as amended, adopt a resolution of approval which approves this Amendment to the Service Plan as submitted.

Zapata, Cecilia

From: Nikki Slatton <nslatton2@gmail.com>
Sent: Monday, March 10, 2025 8:48 PM
To: City Clerk
Cc: jrobertslatton@gmail.com
Subject: Re: Service Plan Amendment Inspiratiom Metropolitan District

This Message Is From an Untrusted Sender
You have not previously corresponded with this sender.
Report Suspicious

Under Tier 3, the striking or modification of the repayment terms is being offered without an explanation or any proforma financial schedule showing before and after affect.

In layman's terms, an explanation should be given so that the average resident can get a feel for what is proposed without hiring an attorney or consultant. If a resident with my resume and experience can't decipher the purpose, something more needs to be said. The council should postpone actions until this information is expanded and distributed. Consider this a protest of Service Amendment until clarification completeness check is satisfied. We shouldn't pass the amendment to see what is in the amendment.

John Slatton
8456 S. Shawnee Court
Aurora, CO 80016

CITY OF AURORA
Council Agenda Commentary

Item Title: Kings Point South Metropolitan District No. 1 Service Plan Amendment (Ordinance) - PH
Item Initiator: Michael Kerrigan, Special District Administrator, Development Services
Staff Source/Legal Source: Michael Kerrigan, Special District Administrator, Development Services / Brian Rulla, Assistant City Attorney
Outside Speaker: Tom George, Spencer Fane LLP
Council Goal: 2012: 6.0--Provide a well-managed and financially strong City

COUNCIL MEETING DATES:

Study Session: 2/24/2025

Regular Meeting: 3/12/2025

2nd Regular Meeting (if applicable): 3/24/2025

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)

Michael Kerrigan, Special District Administrator, Development Services / Brian Rulla, Assistant City Attorney
Outside Speaker: Tom George, Spencer Fane LLP

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: Management & Finance

Policy Committee Date: 2/6/2025

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 Kings Point South Metropolitan District No. 1 (the "District") was created to plan, design, acquire, construct, install, relocate, finance, own, operate, and maintain the public improvements necessary to develop the future project to be known as Kings Point South generally located south of the future extension of S. Aurora Parkway and E-470. City Council approved the Amended and Restated Service Plan for the District in June 2017.

The approved Service Plan requires the District to impose the Aurora Regional Improvement ("ARI") mill levy to fund the planning, design, permitting, construction, acquisition, and financing of regional street and transportation related improvements that benefit the service area of the District. The improvement projects to be funded by the ARI are intended to be large, regional projects that have limited funding sources available. The ARI Mill Levy for the District fall into two general categories based upon land usage and the ARI Mill Levy increases over time.

Residential metro districts:

- Tier 1- 1 mill in years 1-20.
- Tier 2- 5 mills in years 21-40 or the year of debt repayment whichever occurs first.
- Tier 3- Average of last 10 years debt service mills in years 41-50.

Commercial (non-residential) districts:

- Tier 1- 1 mill in years 1-20.
- Tier 2- 1.5 mills in years 21-40.
- Tier 3- Lesser of 20 mills or average of last 10 years debt service mills in years 41-45.

Additionally, the District is provided three options for how the ARI Mill Levy funds are to be managed:

1. Establish or join an ARI Authority with three or more other metropolitan districts; the ARI Authority then directs the use of funds.
2. Execute an IGA with the City which directs the use of funds.
3. Convey the funds to the City at which point the City determines how to use the funds.

In 2017 the District entered into an establishment agreement to form the South Aurora Regional Improvement Authority (SARIA). SARIA was created to use the ARI Mill Levy revenue from its member districts to fund regional transportation infrastructure projects. The following 22 Metropolitan Districts are members of the authority, and districts marked with an asterisk currently have residents:

- Beacon Point Metropolitan District*
- Blackstone Metropolitan District*
- Forest Trace Metropolitan Districts Nos. 1-3 * (only Districts 1 and 3 have residents)
- Inspiration Metropolitan District*

- Kings Point South Metropolitan Districts Nos. 1-3
- Overlook at Kings Point South Metropolitan District
- Prairie Point Metropolitan District Nos. 1-3
- Pronghorn Valley Metropolitan District*
- Senac South Metropolitan Districts Nos. 1-4
- Sorrel Ranch Metropolitan District*
- Southlands Metropolitan District No. 2*
- Wheatlands Metropolitan District*
- Whispering Pines Metropolitan District No. 1*

Each of these districts, with the exception of Beacon Point Metropolitan District, Blackstone Metropolitan District, Forest Trace Metropolitan District No. 2, Senac South Metropolitan District Nos. 1-4, Southlands Metropolitan District No. 2, and Wheatlands Metropolitan District are requesting amendments to their Service Plans to update the ARI Mill Levy language.

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

The service plan amendment is limited in scope to amend the ARI Mill Levy. SARIA is currently planning to refund its existing debt in an effort to achieve savings. With the refunding, SARIA will also issue new bonds and the proceeds of which will be used to further the purposes of its establishment agreement. The service plan amendments clarify an uncertainty for the tier 3 ARI Mill Levy. The current ARI Mill Levy language is written such that the tier 3 ARI Mill Levy will not be known until 40 to 50 years in the future, this uncertainty poses a risk for the bond market. The adjusted ARI Mill Levy definition changed with this service plan amendment provides a known fixed mill levy today for the tier 3 ARI Mill Levy, thereby providing more certainty for the bond market which in turn should bring more favorable financing for the upcoming SARIA bond issuance.

The amended ARI Mill Levy definitions are shown below for each SARIA member district, the specific treatment for the District is highlighted in red.

Group 1- member districts with residents and no current debt mill levy or current debt mill levy greater than 30 mills:

- Tier 1- 1 mill (amount and time period unchanged)
- Tier 2- 5 mills (amount and time period unchanged)
- Tier 3- 30 mills (time period unchanged, amount fixed at 30 mills)

Forest Trace Metropolitan District No. 1 (no 2023/24 debt service levy imposed)
Forest Trace Metropolitan District No. 3 (2023/24 debt service levy = 56.440
Inspiration Metropolitan District (2023/24 debt service levy = 34 mills)
Pronghorn Valley Metropolitan District (2023/24 debt service levy = 57.156)

Group 2- member districts with current debt mill levies less than 30 mills:

- Tier 1- 1 mill (amount and time period unchanged)
- Tier 2- 5 mills (amount and time period unchanged)
- Tier 3- Lesser of 30 mills or 2023/24 debt service mill levy (time period unchanged, amount changed to be reflective of current debt service mill levy)

Sorrel Ranch Metropolitan District: Tier 3 = 28.154 mills

Wheatlands Metropolitan District: Tier 3 = 20.707 mills

Group 3- member districts with no residents and no current debt mill levy:

- Tier 1- 5 mills (time period unchanged, amount increased from 1 to 5)
- Tier 2- 5 mills (amount and time period unchanged)
- Tier 3- 30 mills (time period unchanged, amount changed to be fixed at 30 mills)

Kings Point South Metropolitan District Nos. 1-3
Overlook at Kings Point South Metropolitan District
Prairie Point Metropolitan District Nos. 1-3

Group 4- member districts with no Service Plan Amendment Proposed:
Beacon Point Metropolitan District
Blackstone Metropolitan District
Forest Trace Metropolitan District No. 2
Senac South Metropolitan District Nos. 1-4
Southlands Metropolitan District No. 2
Wheatlands Metropolitan District

In addition to the Service Plan Amendments, there are four accompanying IGAs. The Transportation Impact Fee agreement will be presented concurrently with the amendments. IGAs for the Gun Club Road, Aurora Parkway Improvements, and Gartrell Road Improvements projects will be presented at a future TAPS committee meeting.

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 forward this item to the Regular City Council Meeting as proposed?

LEGAL COMMENTS

Title 32, Article 1, C.R.S., as amended, and Section 122-36(b) of the City Code each provide that material modifications to an approved metropolitan district service plan may be made by the board of directors of a district only by petition to and approval by the City Council in substantially the same manner as provided for in the approval for an original service plan.

Section 122-32 of the City Code requires that the City Council conduct a public hearing regarding approval of the proposed district and its service plan. Therefore, a public hearing is required prior to material modifications of the service plan pursuant to Section 122-36(b).

Section 122-30(21) further requires that the special district enter into a written agreement with the City. The proposed Intergovernmental Agreement satisfies the requirements set forth therein. As the proposed Agreement is with another governmental entity, a resolution is required to authorize its execution. (City Charter Section 10-12.)

All legislative enactments must be in the form of ordinances pursuant to Section 5-1 of the Charter of the City of Aurora, Colorado and City Council Rule F.1 provides that an ordinance remains in effect until otherwise rescinded or amended by the City Council.

(Rulla)

ORDINANCE NO. 2025-__

A BILL

FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO APPROVING AN AMENDMENT TO THE AMENDED AND RESTATED CONSOLIDATED SERVICE PLAN FOR KINGS POINT SOUTH METROPOLITAN DISTRICT NO. 1

WHEREAS, the City Council (the "City Council") of the City of Aurora, Colorado (the "City") previously approved the Amended and Restated Consolidated Service Plan (the "Service Plan") for the Kings Point South Metropolitan District No. 1 (the "District") on June 5, 2017; and

WHEREAS, pursuant to Section 32-1-204.5, C.R.S., as amended, and Section 122-29 of the City Code, an Amendment to the Service Plan (the "Service Plan Amendment") for the District has been submitted to the City Council; and

WHEREAS, pursuant to the provisions of Title 32, Article 1, C.R.S., as amended, and Chapter 122 of the City Code, the City Council is to hold a public hearing on the Service Plan Amendment for the District; and

WHEREAS, notice of the hearing before the City Council was duly published in the *Aurora Sentinel*, a newspaper of general circulation within the City, as required by law, and mailed to all interested persons, the Division of Local Government, and the governing body of each municipality and title 32 district that has levied an ad valorem tax within the next preceding tax year and that has boundaries within a radius of three miles of the District; and

WHEREAS, the Aurora Regional Improvement mill levy imposed within the City's model service plan allows for the formation of an Authority by three (3) or more districts to fund regional infrastructure with the pledge of their ARI mill levies collected from all member districts; and

WHEREAS, the District previously entered into that certain South Aurora Regional Improvement Authority Establishment Agreement (the "SARIA Establishment Agreement") and is a member district of the South Aurora Regional Improvement Authority ("SARIA"), and, consistent with the Service Plan and the SARIA Establishment Agreement, the District has pledged its ARI Mill Levy (as defined in the Service Plan) to SARIA; and

WHEREAS, the Service Plan Amendment provides that Section A of the definition of "ARI Mill Levy" in Section II of the Service Plan shall be deleted in its entirety and replaced with the following language: "For a district with property within its boundaries developed with any residential uses means the mill levy imposed for payment of the costs of the planning, design, permitting, construction, acquisition and financing of the improvements described in the ARI Master Plan, which: (i) shall be five (5) mills for collection beginning for each district in the first year of collection of a debt service mill levy by such district and continuing in each year thereafter through the twentieth (20th) year; and (ii) shall be five (5) mills from the twenty-first (21st) year through the fortieth (40th) year or the date of repayment of the debt incurred for Public

Improvements, other than Regional Improvements, which ever first occurs; and (iii) for an additional ten (10) years, the mill levy shall be thirty (30) mills;" and

WHEREAS, the Service Plan Amendment further provides that Section D of the definition of "ARI Mill Levy" in Section II of the Service Plan shall be deleted in its entirety and replaced with the following language: "If, on or after January 1, 2004, there are changes in the method of calculating assessed valuation or any constitutionally mandated tax credit, cut, or abatement, all mills described in this ARI Mill Levy definition may be increased or decreased to reflect such changes, such increases or decreases to be determined by the Board in good faith (such determination to be binding and final) so that to the extent possible, the actual tax revenues generated by the mill levy, as adjusted for changes occurring after January 1, 2004, are neither diminished nor enhanced as a result of such changes. For purposes of the foregoing, a change in the ratio of actual valuation shall be deemed to be a change in the method of calculating assessed valuation;" and

WHEREAS, the City Council has considered the Service Plan Amendment, and all other testimony and evidence presented at the hearing; and

WHEREAS, the City Council finds that the Service Plan Amendment should be approved unconditionally, as permitted by Sections 32-1-203(2) and 32-1-204.5(1)(a), C.R.S., as amended, and Section 122-34(a) of the City Code; and

WHEREAS, all legislative enactments must be in the form of ordinances pursuant to Section 5-1 of the Charter of the City of Aurora, Colorado and City Council Rule F.1 provides that an ordinance remains in effect until otherwise rescinded or amended by the City Council.

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

Section 1. The City Council hereby finds and determines that all of the requirements of Title 32, Article 1, Part 2, C.R.S., as amended, and Chapter 122 of the City Code relating to the filing of the Service Plan Amendment for the District has been fulfilled and that notice of the hearing was given in the time and manner required by law and that City Council has jurisdiction to act on the Service Plan Amendment.

Section 2. The City Council further determines that all pertinent facts, matters and issues were submitted at the public hearing; that all interested parties were heard or had the opportunity to be heard and that evidence satisfactory to the City Council of each of the following was presented:

a. There is sufficient existing and projected need for organized service in the area to be serviced by the District;

b. The existing service in the area to be served by the District is inadequate for present and projected needs;

c. The District is capable of providing economical and sufficient service to the

area within their proposed boundaries;

d. The area included in the District has, or will have, the financial ability to discharge the proposed indebtedness on a reasonable basis;

e. Adequate service is not, or will not be, available to the area through the City, Adams County, or other existing municipal or quasi-municipal corporations, including other existing title 32 districts, within a reasonable time and on a comparable basis;

f. The facility and service standards of the District are compatible with the facility and service standards of the City;

g. The proposed Service Plan Amendment Plan is in substantial compliance with the comprehensive plan of the City as adopted pursuant to the City Code;

h. The proposed Service Plan Amendment is in compliance with any duly adopted City, regional, or state long-range water quality management plan for the area; and

i. The creation of the District will be in the best interests of the area proposed to be served.

Section 3. The City Council hereby approves the Service Plan Amendment for the District as submitted.

Section 4. The ARI Mill Levy defined in this Service Plan Amendment applies only to Kings Point South Metropolitan District No. 1. In all other instances the definition of ARI Mill Levy in City Code §122-26 shall remain in full force and effect.

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.

Section 7. All prior resolutions or any parts thereof, to the extent that they are inconsistent with this Ordinance, are hereby rescinded.

Section 8. Future amendments to the Intergovernmental Agreement Between the City and the District as well as amendments to the Service Plan shall be by resolution.

INTRODUCED, READ AND ORDERED PUBLISHED this _____ day of _____, 2025.

PASSED AND ORDERED PUBLISHED this _____ day of _____, 2025.

_____
MIKE COFFMAN, Mayor

ATTEST:

_____
KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

PETER A. SCHULTE, CITY ATTORNEY

By: _____ RLA
BRIAN J. RULLA, Assistant City Attorney

SpencerFane

File No. 5027332-0012

January 22, 2025

Office of Development Assistance
City of Aurora
15151 E. Alameda Pkwy
Aurora, CO 80012

Re: Proposed Service Plan Amendments for South Aurora Regional Improvement Authority ("SARIA") Member Districts; Revisions to ARI Mill Levies

To the Office of Development Assistance, City of Aurora:

I. Introduction

The South Aurora Regional Improvement Authority ("SARIA") is a contractually-established authority created for the purpose of funding regional transportation improvements in the southern portion of Aurora. SARIA was originally established by intergovernmental agreement in 2017 and currently includes as its members the City of Aurora (the "City") in addition to the following 22 individual metropolitan districts:

Beacon Point Metropolitan District
Blackstone Metropolitan District
Forest Trace Metropolitan District Nos. 1-3
Inspiration Metropolitan District
Kings Point South Metropolitan District Nos. 1-3
Overlook at Kings Point South Metropolitan District
Prairie Point Metropolitan District Nos. 1-3
Pronghorn Valley Metropolitan District
Senac South Metropolitan District Nos. 1-4
Sorrel Ranch Metropolitan District
Southlands Metropolitan District No. 2
Wheatlands Metropolitan District
Whispering Pines Metropolitan District No. 1

Submitted with this letter are proposed service plan amendments (the "Service Plan Amendments") to amend the service plans of all but nine of SARIA's member districts (excluding such nine districts, the "Amending Members"), along with resolutions of each of the Amending Members authorizing SARIA to submit the Service Plan Amendments to the City.

The Boards of Directors of all of the Amending Members have approved the Service Plan Amendments and have authorized SARIA, on behalf of the Amending Members, to process the Service Plan Amendments as one submittal with the City.

The limited purpose of the Service Plan Amendments is to modify the ARI Mill Levy of each Amending Member as set forth herein. No other changes are requested to the service plans of the Amending Members.

SpencerFane

II. Districts Not Proposing Service Plan Amendments

a. Beacon Point Metropolitan District; Blackstone Metropolitan District; Southlands Metropolitan District No. 2; and Wheatlands Metropolitan District

All of the SARIA member districts recently unanimously approved an ARI Master Plan No. 3. The purpose of ARI Master Plan No. 3, consistent with SARIA's establishing agreement, is to set forth details regarding the prioritization and funding of the next set of regional improvements by SARIA. A key component of ARI Master Plan No. 3, as further set forth therein, is that Beacon Point Metropolitan District, Blackstone Metropolitan District, Southlands Metropolitan District No. 2, and Wheatlands Metropolitan District (the "Limited Participants") will contribute their ARI Mill Levies to SARIA under ARI Master Plan No. 3 only through 2038. Because the Limited Participants will only contribute their ARI Mill Levies to SARIA through 2038, the changes proposed in the Service Plan Amendments would have no bearing on SARIA, and no amendments to their service plans are therefore required or requested by them at this time.

b. Forest Trace Metropolitan District No. 2

Forest Trace Metropolitan District No. 2 is not requesting an amendment to its service plan at this time because the district either is not expected at any time to issue debt and thus it will likely never impose an ARI Mill Levy, or it will include only commercial property, and under either circumstance the changes proposed in the Service Plan Amendments would not apply.

c. Senac South Metropolitan District Nos. 1-4

Senac South Metropolitan District Nos. 1-4 are also not requesting an amendment to their service plans at this time because the districts have expressed a preference not to alter their ARI Mill Levy as proposed in the Service Plan Amendments. This is not expected to adversely impact the Amending Members or SARIA, and the Amending Members and SARIA have determined nonetheless to proceed with the Service Plan Amendments.

III. SARIA Background

SARIA was organized for the limited purpose of financing "Regional Improvements" consistent with SARIA's establishing agreement and the service plans of each of SARIA's member districts.

SARIA does not and is not authorized under its establishing agreement to own, operate or maintain any public improvements.

SARIA also does not impose any taxes or fees. Rather, SARIA relies entirely upon revenues derived from each member district's ARI Mill Levy as set forth in the member districts' service plans (the "ARI Mill Levy(ies)") in order to finance Regional Improvements.

IV. Current ARI Mill Levy System

Currently, consistent with the City's Model Service Plan in place since 2004, the SARIA member districts' ARI Mill Levies are generally imposed, beginning the first year each district imposes a debt service mill levy, as follows:

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Tier 1: 1 mill from Years 1-20 ("Tier 1 Levy");

Tier 2: 5 mills Years 21-40, or the date of repayment of the district's debt, whichever first occurs ("Tier 2 Levy"); and

Tier 3: for an additional ten (10) years, the mill levy is equal to the average debt service mill levy imposed in the ten (10) years prior to the date of repayment of the district's debt ("Tier 3 Levy").

V. Limited Purpose of Proposed Service Plan Amendments

The limited purpose of the Service Plan Amendments is to modify the ARI Mill Levy of each Amending Member as set forth below. For clarity, all ARI Mill Levies discussed herein and as may be amended under the Service Plan Amendments shall be adjusted in accordance with each Amending Member's respective Service Plan to adjust for changes occurring after January 1, 2004. **No other changes are requested to the service plans of the Amending Members.**

The requested changes are as follows:

For Amending Members that currently have residents:

Tier 1 Levy: 1 mill from Years 1-20 (*unchanged*)

Tier 2 Levy: 5 mills for Years 21-40, or the date of repayment of the debt incurred for Public Improvements, other than Regional Improvements, which ever first occurs (*unchanged*); and

Tier 3 Levy: for an additional ten years, the mill levy shall be equal to the lesser of 30 mills or the mill levy imposed by such district in the tax year 2023 for collection in 2024.

For Amending Members that do not currently have residents:

Tier 1 Levy: 5 mills from Years 1-20 (*increased from 1 mill to 5 mills*);

Tier 2 Levy: 5 mills from Years 21-40, or the date of repayment of the debt incurred for Public Improvements, other than Regional Improvements, which ever first occurs (*unchanged*); and

Tier 3 Levy: for an additional ten years, the mill levy shall be 30 mills.

In addition, the Service Plan Amendments clarify that the Tier 3 Levy is to commence no later than year 40.

More specifically, the foregoing changes to the ARI Mill Levy for the Amending Members can be summarized, and the SARIA member districts can be broken out into four groups, as follows:

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"Group 1":

Tier 1 Levy: 1 mill (*unchanged*)
Tier 2 Levy: 5 mills (*unchanged*)
Tier 3 Levy: 30 mills (*fixed at 30 mills*)

Forest Trace Metropolitan District No. 1 (2023/24 debt service mill levy = no levy imposed yet)
Forest Trace Metropolitan District No. 3 (2023/24 debt service mill levy = 56.440)
Inspiration Metropolitan District (2023/24 debt service mill levy = 34 mills)
Pronghorn Valley Metropolitan District (2023/24 debt service mill levy = 57.156)

"Group 2":

Tier 1 Levy: 1 mill (*unchanged*)
Tier 2 Levy: 5 mills (*unchanged*)
Tier 3 Levy: 2023/24 debt service mill levy (*which is less than 30 mills*)

Sorrel Ranch Metropolitan District: Tier 3 Levy = 28.154 mills
Whispering Pines Metropolitan District No. 1: Tier 3 Levy = 26 mills

"Group 3" (No Current Residents):

Tier 1 Levy: 5 mills (*increased from 1 to 5*)
Tier 2 Levy: 5 mills (*unchanged*)
Tier 3 Levy: 30 mills (*fixed at 30 mills*)

Kings Point South Metropolitan District Nos. 1-3
Overlook at Kings Point South Metropolitan District
Prairie Point Metropolitan District Nos. 1-3

"Group 4" (No Service Plan Amendment Proposed):

Beacon Point Metropolitan District
Blackstone Metropolitan District
Forest Trace Metropolitan District No. 2
Senac South Metropolitan District Nos. 1-4
Southlands Metropolitan District No. 2
Wheatlands Metropolitan District

Again, for clarity, all ARI Mill Levies listed above and as may be amended under such Service Plan Amendments shall be adjusted in accordance with each Amending Member's respective Service Plan to adjust for changes occurring after January 1, 2004.

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VI. Rationale and Benefits of Proposed Service Plan Amendments

As stated above, the proposed Service Plan Amendments have been approved individually by the Boards of Directors of all the Amending Members. The Service Plan Amendments are being submitted by SARIA to the City as one package on behalf of all the Amending Members in order to process them efficiently.

As currently defined in the service plans of the Amending Members, the ARI Mill Levy is complicated and, with regard to the Tier 3 Levy, simply cannot be accurately projected. For example, because the Tier 3 Levy is supposed to be "equal to the average debt service mill levy imposed in the ten (10) years prior to the date of repayment of the district's debt," a date that is for some districts more than 20 years in the future, it is impossible to know now what the Tier 3 Levy will actually be. This makes it difficult for the Amending Members to plan out their property tax levies into the future. It also means that the Tier 3 Levy may be impacted by long-term influences such as changing property values and changing Board priorities well into the future. Further, it makes the issuance of debt to finance Regional Improvements supported by the Amending Members' ARI mill levies difficult and thus more expensive to issue.

The Tier 3 Levy, while it is supposed to begin in year 40 or the date of repayment of the district's debt, whichever first occurs, cannot be calculated in year 40 if the district's debt is not yet repaid because the Tier 3 Levy is calculated based on the debt service mill levy rate in the 10 years prior to "repayment."

In order to resolve the foregoing issues, the Amending Members and SARIA initially proposed fixing the Tier 3 Levies of all Amending Members at 30 mills as an approximate average of currently projected Tier 3 Levies. However, a number of Amending Members already had a debt service mill levy below 30 mills. So, rather than setting the Tier 3 Levies at a rate higher than the current projection, the Amending Members settled upon a Tier 3 Levy fixed at the lesser of 30 mills or each district's current debt service mill levy. This is why the Amending Members are separated into Group 1 and Group 2, above.

Further, a subset of the Amending Members, identified as Group 3 above, are willing to increase their Tier 1 Levy from 1 mill to 5 mills. These districts are still in predevelopment stages and would generally not see an increase in their ARI Mill Levy for up to 20 years, unlike other members districts who are 10-20 years into the ARI Mill Levy timeline. By increasing their Tier 1 Levy, these Group 3 districts will contribute more to Regional Improvements by way of their increased Tier 1 Levy contributions in earlier years.

Finally, the Service Plan Amendments clarify an ambiguity as to the Tier 3 Levy by setting a defined Tier 3 Levy Rate in the scenario where a district has not paid off its debt by year 40.

VII. Summary of Benefits of Proposed Service Plan Amendments

The benefits of the proposed Service Plan Amendments to the Amending Members can be summarized as follows:

- Establishes a set Tier 3 Levy;
- Allows Amending Members to anticipate future property tax rates and assists in long-term planning;
- Protects against any factors that would otherwise increase the Tier 3 Levy;

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- Allows for more certain revenue projections to aid in financing Regional Improvements;
- Increases Tier 1 Levy revenue from the Group 3 Amending Members to better support Regional Improvements; and
- Clarifies the Tier 3 Levy in the circumstances when a district has not paid off its debt by year 40 by setting a defined Tier 3 Levy Rate.

VIII. Summary and Request

In closing, on behalf of the Amending Members and SARIA, we respectfully request that the Aurora City Council approve the enclosed Service Plan Amendments.

Sincerely,

/s/ Thomas N. George

Tom George
Spencer Fane LLP

Encs.

RESOLUTION OF THE BOARD OF DIRECTORS OF THE KINGS POINT SOUTH METROPOLITAN DISTRICT NO. 1 APPROVING SERVICE PLAN AMENDMENT

WHEREAS, the City of Aurora previously approved the Amended and Restated Consolidated Service Plan (the "Service Plan") for the Kings Point South Metropolitan District No. 1 (the "District") on June 5, 2017;

WHEREAS, the District previously entered into that certain South Aurora Regional Improvement Authority Establishment Agreement (the "SARIA Establishment Agreement") and is a member district of the South Aurora Regional Improvement Authority ("SARIA"), and, consistent with the Service Plan and the SARIA Establishment Agreement, the District has pledged its ARI Mill Levy (as defined in the Service Plan) to SARIA;

WHEREAS, SARIA previously issued special revenue bonds to fund, in part, regional improvements consistent with the SARIA Establishment Agreement, and SARIA desires to issue additional debt to finance additional regional improvements, but SARIA has determined that the ARI Mill Levy as currently set forth in the Service Plan poses various challenges to the issuance of debt funded by the ARI Mill Levy of the District and all other districts that are parties to the SARIA Establishment Agreement; and

WHEREAS, the Board of Directors of the District (the "Board") has determined that an amendment to the Service Plan is necessary to make certain revisions to the ARI Mill Levy in order to facilitate the issuance of debt by SARIA to fund additional regional improvements for the benefit of SARIA, the District, the other districts that are parties to the SARIA Establishment Agreement, and their collective and respective residents, owners, taxpayers and constituents, as set forth herein.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE KINGS POINT SOUTH METROPOLITAN DISTRICT NO. 1 AS FOLLOWS:

1. The Board hereby approves the amendment to the Service Plan attached hereto as **Exhibit A** and incorporated by reference herein (the "Service Plan Amendment").

2. The Board directs and authorizes the District's manager, legal counsel, accountant and/or other consultants, in coordination with each other, to submit the Service Plan Amendment to the City of Aurora for consideration and to take any and all actions reasonably necessary to obtain the City or Aurora's full and final approval of the Service Plan Amendment.

3. The Board further authorizes SARIA and its manager, legal counsel, accountant and/or other consultants, in coordination with the District's consultants, to submit the Service Plan Amendment to the City of Aurora for consideration and to take any and all actions reasonably necessary to obtain the City or Aurora's full and final approval of the Service Plan Amendment on behalf of the District.

[remainder of page intentionally left blank; signature page follows]

ADOPTED AND EFFECTIVE THIS 1st day of NOVEMBER, 2023.

KINGS POINT SOUTH METROPOLITAN DISTRICT NO. 1

/s/: Kent Pedersen (Apr 22, 2024 15:53 MDT)

Name: Kent Pedersen

Title: President

ATTEST:

/s/: Debra Hessler

Name: Debra Hessler

Title: Secretary/Treasurer

Exhibit A to Resolution

AMENDMENT
TO
SERVICE PLAN
FOR
KINGS POINT SOUTH METROPOLITAN DISTRICT NO. 1

City of Aurora, Colorado

Service Plan approved by the City of Aurora on June 5, 2017

This Amendment Dated ___, 2024

I. INTRODUCTION AND PURPOSE OF FIRST AMENDMENT

The City of Aurora approved the Amended and Restated Consolidated Service Plan (the "Service Plan") for Kings Point South Metropolitan District No. 1 (the "District") on June 5, 2017. This Amendment to Service Plan ("Amendment") is intended to be read in conjunction with the Service Plan.

Since the time the Service Plan was approved, the District entered into that certain South Aurora Regional Improvement Authority Establishment Agreement (the "SARIA Establishment Agreement") and is a member district of the South Aurora Regional Improvement Authority ("SARIA"). The SARIA Establishment Agreement is considered an ARI Establishment Agreement and SARIA is considered an ARI Authority pursuant to the Service Plan, as those terms are defined in the Service Plan.

Consistent with the Service Plan and the SARIA Establishment Agreement, the District has pledged its ARI Mill Levy to SARIA.

SARIA previously issued its Special Revenue Bonds, Series 2018, to fund, in part, Regional Improvements consistent with the SARIA Establishment Agreement (the "Regional Improvements," as defined in the SARIA Establishment Agreement). SARIA desires to issue additional debt to finance additional Regional Improvements, but has determined that the ARI Mill Levy as currently set forth in the Service Plan poses various challenges to the issuance of debt funded by the ARI Mill Levy of the District and all other districts that are party to the SARIA Establishment Agreement.

The District, as well as SARIA and all the other districts that are parties to the SARIA Establishment Agreement, have determined that certain revisions to the ARI Mill Levy as set forth in the service plans of each of the districts, by way of this Amendment, will facilitate the issuance of debt by SARIA to fund additional Regional Improvements for the benefit of SARIA, the District, the other districts that are parties to the SARIA Establishment Agreement, and their collective and respective residents, owners, taxpayers and constituents.

The limited purpose of this Amendment is to amend the Service Plan's definition of ARI Mill Levy as further set forth below.

II. AMENDMENT

The District's Service Plan is hereby amended as follows:

Section A of the definition of "ARI Mill Levy" in Section II of the Service Plan shall be deleted in its entirety and replaced with the following language:

A. For a district with property within its boundaries developed with any residential uses means the mill levy imposed for payment of the costs of the

planning, design, permitting, construction, acquisition and financing of the improvements described in the ARI Master Plan, which: (i) shall be five (5) mills for collection beginning for each district in the first year of collection of a debt service mill levy by such district and continuing in each year thereafter through the twentieth (20th) year; and (ii) shall be five (5) mills from the twenty-first (21st) year through the fortieth (40th) year or the date of repayment of the debt incurred for Public Improvements, other than Regional Improvements, which ever first occurs; and (iii) for an additional ten (10) years, the mill levy shall be thirty (30) mills; and

Additionally, Section D of the definition of "ARI Mill Levy" in Section II of the Service Plan shall be deleted in its entirety and replaced with the following language:

D. If, on or after January 1, 2004, there are changes in the method of calculating assessed valuation or any constitutionally mandated tax credit, cut, or abatement, all mills described in this ARI Mill Levy definition may be increased or decreased to reflect such changes, such increases or decreases to be determined by the Board in good faith (such determination to be binding and final) so that to the extent possible, the actual tax revenues generated by the mill levy, as adjusted for changes occurring after January 1, 2004, are neither diminished nor enhanced as a result of such changes. For purposes of the foregoing, a change in the ratio of actual valuation shall be deemed to be a change in the method of calculating assessed valuation.

III. CONDITIONAL EFFECTIVENESS OF AMENDMENT; REFUNDING OF 2018 BONDS AS CONDITION PRECEDENT

It is acknowledged that SARIA previously issued its South Aurora Regional Improvement Authority Special Revenue Bonds, Series 2018, in the original amount of $11,265,000, on December 19, 2018 (the "2018 Bonds"). It is further acknowledged that the 2018 Bonds are secured, in part, by the pledge of the District's ARI Mill Levy as such ARI Mill Levy is defined in the District's Service Plan prior to this Amendment. Nothing in this Amendment is intended to alter, amend, limit or otherwise affect the ARI Mill Levy as pledged toward the 2018 Bonds.

Therefore, it is expressly stated that this Amendment shall only take effect upon the condition precedent that the 2018 bonds are refunded, repaid, defeased, or otherwise paid in full, and this Amendment shall not be of any force and effect unless and until the 2018 bonds are refunded, repaid, defeased, or otherwise paid in full.

IV. EFFECT OF AMENDMENT

All capitalized terms used but not otherwise defined in this Amendment shall have the definitions ascribed to them in the Service Plan. Except as specifically amended as set forth above, all other provisions of the Service Plan shall remain in full force and effect. To the extent there are any inconsistencies between this Amendment and the Service Plan, this Amendment shall control.

V. REQUESTED APPROVAL

It is hereby requested that the City Council of the City of Aurora, Colorado, which has jurisdiction to approve this Amendment by virtue of Section 32-1-207(2) C.R.S., *et seq.*, as amended, adopt a resolution of approval which approves this Amendment to the Service Plan as submitted.

CITY OF AURORA
Council Agenda Commentary

Item Title: Kings Point South Metropolitan District No. 2 Service Plan Amendment (Ordinance) - PH
Item Initiator: Michael Kerrigan, Special District Administrator, Development Services
Staff Source/Legal Source: Michael Kerrigan, Special District Administrator, Development Services / Brian Rulla, Assistant City Attorney
Outside Speaker: Tom George, Spencer Fane LLP
Council Goal: 2012: 6.0--Provide a well-managed and financially strong City

COUNCIL MEETING DATES:

Study Session: 2/24/2025

Regular Meeting: 3/12/2025

2nd Regular Meeting (if applicable): 3/24/2025

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)

Michael Kerrigan, Special District Administrator, Development Services / Brian Rulla, Assistant City Attorney
Outside Speaker: Tom George, Spencer Fane LLP

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: Management & Finance

Policy Committee Date: 2/6/2025

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 Kings Point South Metropolitan District No. 2 (the "District") was created to plan, design, acquire, construct, install, relocate, finance, own, operate, and maintain the public improvements necessary to develop the future project to be known as Kings Point South generally located south of the future extension of S. Aurora Parkway and E-470. City Council approved the Amended and Restated Service Plan for the District in June 2017.

The approved Service Plan requires the District to impose the Aurora Regional Improvement ("ARI") mill levy to fund the planning, design, permitting, construction, acquisition, and financing of regional street and transportation related improvements that benefit the service area of the District. The improvement projects to be funded by the ARI are intended to be large, regional projects that have limited funding sources available. The ARI Mill Levy for the District fall into two general categories based upon land usage and the ARI Mill Levy increases over time.

Residential metro districts:

- Tier 1- 1 mill in years 1-20.
- Tier 2- 5 mills in years 21-40 or the year of debt repayment whichever occurs first.
- Tier 3- Average of last 10 years debt service mills in years 41-50.

Commercial (non-residential) districts:

- Tier 1- 1 mill in years 1-20.
- Tier 2- 1.5 mills in years 21-40.
- Tier 3- Lesser of 20 mills or average of last 10 years debt service mills in years 41-45.

Additionally, the District is provided three options for how the ARI Mill Levy funds are to be managed:

1. Establish or join an ARI Authority with three or more other metropolitan districts; the ARI Authority then directs the use of funds.
2. Execute an IGA with the City which directs the use of funds.
3. Convey the funds to the City at which point the City determines how to use the funds.

In 2017 the District entered into an establishment agreement to form the South Aurora Regional Improvement Authority (SARIA). SARIA was created to use the ARI Mill Levy revenue from its member districts to fund regional transportation infrastructure projects. The following 22 Metropolitan Districts are members of the authority, and districts marked with an asterisk currently have residents:

- Beacon Point Metropolitan District*
- Blackstone Metropolitan District*
- Forest Trace Metropolitan Districts Nos. 1-3 * (only Districts 1 and 3 have residents)
- Inspiration Metropolitan District*

- Kings Point South Metropolitan Districts Nos. 1-3
- Overlook at Kings Point South Metropolitan District
- Prairie Point Metropolitan District Nos. 1-3
- Pronghorn Valley Metropolitan District*
- Senac South Metropolitan Districts Nos. 1-4
- Sorrel Ranch Metropolitan District*
- Southlands Metropolitan District No. 2*
- Wheatlands Metropolitan District*
- Whispering Pines Metropolitan District No. 1*

Each of these districts, with the exception of Beacon Point Metropolitan District, Blackstone Metropolitan District, Forest Trace Metropolitan District No. 2, Senac South Metropolitan District Nos. 1-4, Southlands Metropolitan District No. 2, and Wheatlands Metropolitan District are requesting amendments to their Service Plans to update the ARI Mill Levy language.

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

The service plan amendment is limited in scope to amend the ARI Mill Levy. SARIA is currently planning to refund its existing debt in an effort to achieve savings. With the refunding, SARIA will also issue new bonds and the proceeds of which will be used to further the purposes of its establishment agreement. The service plan amendments clarify an uncertainty for the tier 3 ARI Mill Levy. The current ARI Mill Levy language is written such that the tier 3 ARI Mill Levy will not be known until 40 to 50 years in the future, this uncertainty poses a risk for the bond market. The adjusted ARI Mill Levy definition changed with this service plan amendment provides a known fixed mill levy today for the tier 3 ARI Mill Levy, thereby providing more certainty for the bond market which in turn should bring more favorable financing for the upcoming SARIA bond issuance.

The amended ARI Mill Levy definitions are shown below for each SARIA member district, the specific treatment for the District is highlighted in red.

Group 1- member districts with residents and no current debt mill levy or current debt mill levy greater than 30 mills:

- Tier 1- 1 mill (amount and time period unchanged)
- Tier 2- 5 mills (amount and time period unchanged)
- Tier 3- 30 mills (time period unchanged, amount fixed at 30 mills)

Forest Trace Metropolitan District No. 1 (no 2023/24 debt service levy imposed)
Forest Trace Metropolitan District No. 3 (2023/24 debt service levy = 56.440
Inspiration Metropolitan District (2023/24 debt service levy = 34 mills)
Pronghorn Valley Metropolitan District (2023/24 debt service levy = 57.156)

Group 2- member districts with current debt mill levies less than 30 mills:

- Tier 1- 1 mill (amount and time period unchanged)
- Tier 2- 5 mills (amount and time period unchanged)
- Tier 3- Lesser of 30 mills or 2023/24 debt service mill levy (time period unchanged, amount changed to be reflective of current debt service mill levy)

Sorrel Ranch Metropolitan District: Tier 3 = 28.154 mills

Whispering Pines Metropolitan District No. 1: Tier 3 = 26 mills

Group 3- member districts with no residents and no current debt mill levy:

- Tier 1- 5 mills (time period unchanged, amount increased from 1 to 5)
- Tier 2- 5 mills (amount and time period unchanged)
- Tier 3- 30 mills (time period unchanged, amount changed to be fixed at 30 mills)

Kings Point South Metropolitan District Nos. 1-3
Overlook at Kings Point South Metropolitan District
Prairie Point Metropolitan District Nos. 1-3

Group 4- member districts with no Service Plan Amendment Proposed:
Beacon Point Metropolitan District
Blackstone Metropolitan District
Forest Trace Metropolitan District No. 2
Senac South Metropolitan District Nos. 1-4
Southlands Metropolitan District No. 2
Wheatlands Metropolitan District

In addition to the Service Plan Amendments, there are four accompanying IGAs. The Transportation Impact Fee agreement will be presented concurrently with the amendments. IGAs for the Gun Club Road, Aurora Parkway Improvements, and Gartrell Road Improvements projects will be presented at a future TAPS committee meeting.

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 forward this item to the Regular City Council Meeting as proposed?

LEGAL COMMENTS

Title 32, Article 1, C.R.S., as amended, and Section 122-36(b) of the City Code each provide that material modifications to an approved metropolitan district service plan may be made by the board of directors of a district only by petition to and approval by the City Council in substantially the same manner as provided for in the approval for an original service plan.

Section 122-32 of the City Code requires that the City Council conduct a public hearing regarding approval of the proposed district and its service plan. Therefore, a public hearing is required prior to material modifications of the service plan pursuant to Section 122-36(b).

Section 122-30(21) further requires that the special district enter into a written agreement with the City. The proposed Intergovernmental Agreement satisfies the requirements set forth therein. As the proposed Agreement is with another governmental entity, a resolution is required to authorize its execution. (City Charter Section 10-12.)

All legislative enactments must be in the form of ordinances pursuant to Section 5-1 of the Charter of the City of Aurora, Colorado and City Council Rule F.1 provides that an ordinance remains in effect until otherwise rescinded or amended by the City Council.

(Rulla)

ORDINANCE NO. 2025-__

A BILL

FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO APPROVING AN AMENDMENT TO THE AMENDED AND RESTATED CONSOLIDATED SERVICE PLAN FOR KINGS POINT SOUTH METROPOLITAN DISTRICT NO. 2

WHEREAS, the City Council (the "City Council") of the City of Aurora, Colorado (the "City") previously approved the Amended and Restated Consolidated Service Plan (the "Service Plan") for the Kings Point South Metropolitan District No. 2 (the "District") on June 5, 2017; and

WHEREAS, pursuant to Section 32-1-204.5, C.R.S., as amended, and Section 122-29 of the City Code, an Amendment to the Service Plan (the "Service Plan Amendment") for the District has been submitted to the City Council; and

WHEREAS, pursuant to the provisions of Title 32, Article 1, C.R.S., as amended, and Chapter 122 of the City Code, the City Council is to hold a public hearing on the Service Plan Amendment for the District; and

WHEREAS, notice of the hearing before the City Council was duly published in the *Aurora Sentinel*, a newspaper of general circulation within the City, as required by law, and mailed to all interested persons, the Division of Local Government, and the governing body of each municipality and title 32 district that has levied an ad valorem tax within the next preceding tax year and that has boundaries within a radius of three miles of the District; and

WHEREAS, the Aurora Regional Improvement mill levy imposed within the City's model service plan allows for the formation of an Authority by three (3) or more districts to fund regional infrastructure with the pledge of their ARI mill levies collected from all member districts; and

WHEREAS, the District previously entered into that certain South Aurora Regional Improvement Authority Establishment Agreement (the "SARIA Establishment Agreement") and is a member district of the South Aurora Regional Improvement Authority ("SARIA"), and, consistent with the Service Plan and the SARIA Establishment Agreement, the District has pledged its ARI Mill Levy (as defined in the Service Plan) to SARIA; and

WHEREAS, the Service Plan Amendment provides that Section A of the definition of "ARI Mill Levy" in Section II of the Service Plan shall be deleted in its entirety and replaced with the following language: "For a district with property within its boundaries developed with any residential uses means the mill levy imposed for payment of the costs of the planning, design, permitting, construction, acquisition and financing of the improvements described in the ARI Master Plan, which: (i) shall be five (5) mills for collection beginning for each district in the first year of collection of a debt service mill levy by such district and continuing in each year thereafter through the twentieth (20th) year; and (ii) shall be five (5) mills from the twenty-first (21st) year through the fortieth (40th) year or the date of repayment of the debt incurred for Public

Improvements, other than Regional Improvements, which ever first occurs; and (iii) for an additional ten (10) years, the mill levy shall be thirty (30) mills;" and

WHEREAS, the Service Plan Amendment further provides that Section D of the definition of "ARI Mill Levy" in Section II of the Service Plan shall be deleted in its entirety and replaced with the following language: "If, on or after January 1, 2004, there are changes in the method of calculating assessed valuation or any constitutionally mandated tax credit, cut, or abatement, all mills described in this ARI Mill Levy definition may be increased or decreased to reflect such changes, such increases or decreases to be determined by the Board in good faith (such determination to be binding and final) so that to the extent possible, the actual tax revenues generated by the mill levy, as adjusted for changes occurring after January 1, 2004, are neither diminished nor enhanced as a result of such changes. For purposes of the foregoing, a change in the ratio of actual valuation shall be deemed to be a change in the method of calculating assessed valuation;" and

WHEREAS, the City Council has considered the Service Plan Amendment, and all other testimony and evidence presented at the hearing; and

WHEREAS, the City Council finds that the Service Plan Amendment should be approved unconditionally, as permitted by Sections 32-1-203(2) and 32-1-204.5(1)(a), C.R.S., as amended, and Section 122-34(a) of the City Code; and

WHEREAS, all legislative enactments must be in the form of ordinances pursuant to Section 5-1 of the Charter of the City of Aurora, Colorado and City Council Rule F.1 provides that an ordinance remains in effect until otherwise rescinded or amended by the City Council.

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

Section 1. The City Council hereby finds and determines that all of the requirements of Title 32, Article 1, Part 2, C.R.S., as amended, and Chapter 122 of the City Code relating to the filing of the Service Plan Amendment for the District has been fulfilled and that notice of the hearing was given in the time and manner required by law and that City Council has jurisdiction to act on the Service Plan Amendment.

Section 2. The City Council further determines that all pertinent facts, matters and issues were submitted at the public hearing; that all interested parties were heard or had the opportunity to be heard and that evidence satisfactory to the City Council of each of the following was presented:

a. There is sufficient existing and projected need for organized service in the area to be serviced by the District;

b. The existing service in the area to be served by the District is inadequate for present and projected needs;

c. The District is capable of providing economical and sufficient service to the

area within their proposed boundaries;

d. The area included in the District has, or will have, the financial ability to discharge the proposed indebtedness on a reasonable basis;

e. Adequate service is not, or will not be, available to the area through the City, Adams County, or other existing municipal or quasi-municipal corporations, including other existing title 32 districts, within a reasonable time and on a comparable basis;

f. The facility and service standards of the District are compatible with the facility and service standards of the City;

g. The proposed Service Plan Amendment Plan is in substantial compliance with the comprehensive plan of the City as adopted pursuant to the City Code;

h. The proposed Service Plan Amendment is in compliance with any duly adopted City, regional, or state long-range water quality management plan for the area; and

i. The creation of the District will be in the best interests of the area proposed to be served.

Section 3. The City Council hereby approves the Service Plan Amendment for the District as submitted.

Section 4. The ARI Mill Levy defined in this Service Plan Amendment applies only to Kings Point South Metropolitan District No. 2. In all other instances the definition of ARI Mill Levy in City Code §122-26 shall remain in full force and effect.

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.

Section 7. All prior resolutions or any parts thereof, to the extent that they are inconsistent with this Ordinance, are hereby rescinded.

Section 8. Future amendments to the Intergovernmental Agreement Between the City and the District as well as amendments to the Service Plan shall be by resolution.

INTRODUCED, READ AND ORDERED PUBLISHED this _____ day of _____, 2025.

PASSED AND ORDERED PUBLISHED this _____ day of _____, 2025.

_____
MIKE COFFMAN, Mayor

ATTEST:

_____
KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

PETER A. SCHULTE, CITY ATTORNEY

By: _____ RLA
BRIAN J. RULLA, Assistant City Attorney

File No. 5027332-0012

January 22, 2025

Office of Development Assistance
City of Aurora
15151 E. Alameda Pkwy
Aurora, CO 80012

Re: Proposed Service Plan Amendments for South Aurora Regional Improvement Authority ("SARIA") Member Districts; Revisions to ARI Mill Levies

To the Office of Development Assistance, City of Aurora:

I. Introduction

The South Aurora Regional Improvement Authority ("SARIA") is a contractually-established authority created for the purpose of funding regional transportation improvements in the southern portion of Aurora. SARIA was originally established by intergovernmental agreement in 2017 and currently includes as its members the City of Aurora (the "City") in addition to the following 22 individual metropolitan districts:

Beacon Point Metropolitan District
Blackstone Metropolitan District
Forest Trace Metropolitan District Nos. 1-3
Inspiration Metropolitan District
Kings Point South Metropolitan District Nos. 1-3
Overlook at Kings Point South Metropolitan District
Prairie Point Metropolitan District Nos. 1-3
Pronghorn Valley Metropolitan District
Senac South Metropolitan District Nos. 1-4
Sorrel Ranch Metropolitan District
Southlands Metropolitan District No. 2
Wheatlands Metropolitan District
Whispering Pines Metropolitan District No. 1

Submitted with this letter are proposed service plan amendments (the "Service Plan Amendments") to amend the service plans of all but nine of SARIA's member districts (excluding such nine districts, the "Amending Members"), along with resolutions of each of the Amending Members authorizing SARIA to submit the Service Plan Amendments to the City.

The Boards of Directors of all of the Amending Members have approved the Service Plan Amendments and have authorized SARIA, on behalf of the Amending Members, to process the Service Plan Amendments as one submittal with the City.

The limited purpose of the Service Plan Amendments is to modify the ARI Mill Levy of each Amending Member as set forth herein. No other changes are requested to the service plans of the Amending Members.

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II. Districts Not Proposing Service Plan Amendments

a. Beacon Point Metropolitan District; Blackstone Metropolitan District; Southlands Metropolitan District No. 2; and Wheatlands Metropolitan District

All of the SARIA member districts recently unanimously approved an ARI Master Plan No. 3. The purpose of ARI Master Plan No. 3, consistent with SARIA's establishing agreement, is to set forth details regarding the prioritization and funding of the next set of regional improvements by SARIA. A key component of ARI Master Plan No. 3, as further set forth therein, is that Beacon Point Metropolitan District, Blackstone Metropolitan District, Southlands Metropolitan District No. 2, and Wheatlands Metropolitan District (the "Limited Participants") will contribute their ARI Mill Levies to SARIA under ARI Master Plan No. 3 only through 2038. Because the Limited Participants will only contribute their ARI Mill Levies to SARIA through 2038, the changes proposed in the Service Plan Amendments would have no bearing on SARIA, and no amendments to their service plans are therefore required or requested by them at this time.

b. Forest Trace Metropolitan District No. 2

Forest Trace Metropolitan District No. 2 is not requesting an amendment to its service plan at this time because the district either is not expected at any time to issue debt and thus it will likely never impose an ARI Mill Levy, or it will include only commercial property, and under either circumstance the changes proposed in the Service Plan Amendments would not apply.

c. Senac South Metropolitan District Nos. 1-4

Senac South Metropolitan District Nos. 1-4 are also not requesting an amendment to their service plans at this time because the districts have expressed a preference not to alter their ARI Mill Levy as proposed in the Service Plan Amendments. This is not expected to adversely impact the Amending Members or SARIA, and the Amending Members and SARIA have determined nonetheless to proceed with the Service Plan Amendments.

III. SARIA Background

SARIA was organized for the limited purpose of financing "Regional Improvements" consistent with SARIA's establishing agreement and the service plans of each of SARIA's member districts.

SARIA does not and is not authorized under its establishing agreement to own, operate or maintain any public improvements.

SARIA also does not impose any taxes or fees. Rather, SARIA relies entirely upon revenues derived from each member district's ARI Mill Levy as set forth in the member districts' service plans (the "ARI Mill Levy(ies)") in order to finance Regional Improvements.

IV. Current ARI Mill Levy System

Currently, consistent with the City's Model Service Plan in place since 2004, the SARIA member districts' ARI Mill Levies are generally imposed, beginning the first year each district imposes a debt service mill levy, as follows:

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Tier 1: 1 mill from Years 1-20 ("Tier 1 Levy");

Tier 2: 5 mills Years 21-40, or the date of repayment of the district's debt, whichever first occurs ("Tier 2 Levy"); and

Tier 3: for an additional ten (10) years, the mill levy is equal to the average debt service mill levy imposed in the ten (10) years prior to the date of repayment of the district's debt ("Tier 3 Levy").

V. Limited Purpose of Proposed Service Plan Amendments

The limited purpose of the Service Plan Amendments is to modify the ARI Mill Levy of each Amending Member as set forth below. For clarity, all ARI Mill Levies discussed herein and as may be amended under the Service Plan Amendments shall be adjusted in accordance with each Amending Member's respective Service Plan to adjust for changes occurring after January 1, 2004. **No other changes are requested to the service plans of the Amending Members.**

The requested changes are as follows:

For Amending Members that currently have residents:

Tier 1 Levy: 1 mill from Years 1-20 (*unchanged*)

Tier 2 Levy: 5 mills for Years 21-40, or the date of repayment of the debt incurred for Public Improvements, other than Regional Improvements, which ever first occurs (*unchanged*); and

Tier 3 Levy: for an additional ten years, the mill levy shall be equal to the lesser of 30 mills or the mill levy imposed by such district in the tax year 2023 for collection in 2024.

For Amending Members that do not currently have residents:

Tier 1 Levy: 5 mills from Years 1-20 (*increased from 1 mill to 5 mills*);

Tier 2 Levy: 5 mills from Years 21-40, or the date of repayment of the debt incurred for Public Improvements, other than Regional Improvements, which ever first occurs (*unchanged*); and

Tier 3 Levy: for an additional ten years, the mill levy shall be 30 mills.

In addition, the Service Plan Amendments clarify that the Tier 3 Levy is to commence no later than year 40.

More specifically, the foregoing changes to the ARI Mill Levy for the Amending Members can be summarized, and the SARIA member districts can be broken out into four groups, as follows:

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“Group 1”:

Tier 1 Levy: 1 mill (*unchanged*)
Tier 2 Levy: 5 mills (*unchanged*)
Tier 3 Levy: 30 mills (*fixed at 30 mills*)

Forest Trace Metropolitan District No. 1 (2023/24 debt service mill levy = no levy imposed yet)
Forest Trace Metropolitan District No. 3 (2023/24 debt service mill levy = 56.440)
Inspiration Metropolitan District (2023/24 debt service mill levy = 34 mills)
Pronghorn Valley Metropolitan District (2023/24 debt service mill levy = 57.156)

“Group 2”:

Tier 1 Levy: 1 mill (*unchanged*)
Tier 2 Levy: 5 mills (*unchanged*)
Tier 3 Levy: 2023/24 debt service mill levy (*which is less than 30 mills*)

Sorrel Ranch Metropolitan District: Tier 3 Levy = 28.154 mills
Whispering Pines Metropolitan District No. 1: Tier 3 Levy = 26 mills

“Group 3” (No Current Residents):

Tier 1 Levy: 5 mills (*increased from 1 to 5*)
Tier 2 Levy: 5 mills (*unchanged*)
Tier 3 Levy: 30 mills (*fixed at 30 mills*)

Kings Point South Metropolitan District Nos. 1-3
Overlook at Kings Point South Metropolitan District
Prairie Point Metropolitan District Nos. 1-3

“Group 4” (No Service Plan Amendment Proposed):

Beacon Point Metropolitan District
Blackstone Metropolitan District
Forest Trace Metropolitan District No. 2
Senac South Metropolitan District Nos. 1-4
Southlands Metropolitan District No. 2
Wheatlands Metropolitan District

Again, for clarity, all ARI Mill Levies listed above and as may be amended under such Service Plan Amendments shall be adjusted in accordance with each Amending Member’s respective Service Plan to adjust for changes occurring after January 1, 2004.

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VI. Rationale and Benefits of Proposed Service Plan Amendments

As stated above, the proposed Service Plan Amendments have been approved individually by the Boards of Directors of all the Amending Members. The Service Plan Amendments are being submitted by SARIA to the City as one package on behalf of all the Amending Members in order to process them efficiently.

As currently defined in the service plans of the Amending Members, the ARI Mill Levy is complicated and, with regard to the Tier 3 Levy, simply cannot be accurately projected. For example, because the Tier 3 Levy is supposed to be "equal to the average debt service mill levy imposed in the ten (10) years prior to the date of repayment of the district's debt," a date that is for some districts more than 20 years in the future, it is impossible to know now what the Tier 3 Levy will actually be. This makes it difficult for the Amending Members to plan out their property tax levies into the future. It also means that the Tier 3 Levy may be impacted by long-term influences such as changing property values and changing Board priorities well into the future. Further, it makes the issuance of debt to finance Regional Improvements supported by the Amending Members' ARI mill levies difficult and thus more expensive to issue.

The Tier 3 Levy, while it is supposed to begin in year 40 or the date of repayment of the district's debt, whichever first occurs, cannot be calculated in year 40 if the district's debt is not yet repaid because the Tier 3 Levy is calculated based on the debt service mill levy rate in the 10 years prior to "repayment."

In order to resolve the foregoing issues, the Amending Members and SARIA initially proposed fixing the Tier 3 Levies of all Amending Members at 30 mills as an approximate average of currently projected Tier 3 Levies. However, a number of Amending Members already had a debt service mill levy below 30 mills. So, rather than setting the Tier 3 Levies at a rate higher than the current projection, the Amending Members settled upon a Tier 3 Levy fixed at the lesser of 30 mills or each district's current debt service mill levy. This is why the Amending Members are separated into Group 1 and Group 2, above.

Further, a subset of the Amending Members, identified as Group 3 above, are willing to increase their Tier 1 Levy from 1 mill to 5 mills. These districts are still in predevelopment stages and would generally not see an increase in their ARI Mill Levy for up to 20 years, unlike other members districts who are 10-20 years into the ARI Mill Levy timeline. By increasing their Tier 1 Levy, these Group 3 districts will contribute more to Regional Improvements by way of their increased Tier 1 Levy contributions in earlier years.

Finally, the Service Plan Amendments clarify an ambiguity as to the Tier 3 Levy by setting a defined Tier 3 Levy Rate in the scenario where a district has not paid off its debt by year 40.

VII. Summary of Benefits of Proposed Service Plan Amendments

The benefits of the proposed Service Plan Amendments to the Amending Members can be summarized as follows:

- Establishes a set Tier 3 Levy;
- Allows Amending Members to anticipate future property tax rates and assists in long-term planning;
- Protects against any factors that would otherwise increase the Tier 3 Levy;

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- Allows for more certain revenue projections to aid in financing Regional Improvements;
- Increases Tier 1 Levy revenue from the Group 3 Amending Members to better support Regional Improvements; and
- Clarifies the Tier 3 Levy in the circumstances when a district has not paid off its debt by year 40 by setting a defined Tier 3 Levy Rate.

VIII. Summary and Request

In closing, on behalf of the Amending Members and SARIA, we respectfully request that the Aurora City Council approve the enclosed Service Plan Amendments.

Sincerely,

/s/ Thomas N. George

Tom George
Spencer Fane LLP

Encs.

RESOLUTION OF THE BOARD OF DIRECTORS OF THE KINGS POINT SOUTH METROPOLITAN DISTRICT NO. 2 APPROVING SERVICE PLAN AMENDMENT

WHEREAS, the City of Aurora previously approved the Amended and Restated Consolidated Service Plan (the "Service Plan") for the Kings Point South Metropolitan District Nos. 1 and 2 on June 5, 2017; and

WHEREAS, Kings Point South Metropolitan District No. 2 (the "District") previously entered into that certain South Aurora Regional Improvement Authority Establishment Agreement (the "SARIA Establishment Agreement") and is a member district of the South Aurora Regional Improvement Authority ("SARIA"), and, consistent with the Service Plan and the SARIA Establishment Agreement, the District has approved an ARI Master Plan (as defined in the SARIA Establishment Agreement) and has pledged its ARI Mill Levy (as defined in the Service Plan) to SARIA; and

WHEREAS, SARIA previously issued special revenue bonds to fund, in part, regional improvements consistent with the SARIA Establishment Agreement, and SARIA desires to issue additional debt to finance additional regional improvements, but SARIA has determined that the ARI Mill Levy as currently set forth in the Service Plan poses various challenges to the issuance of debt funded by the ARI Mill Levy of the District and all other districts that are parties to the SARIA Establishment Agreement; and

WHEREAS, the Board of Directors of the District (the "Board") has determined that an amendment to the Service Plan is necessary to make certain revisions to the ARI Mill Levy in order to facilitate the issuance of debt by SARIA to fund additional regional improvements for the benefit of SARIA, the District, the other districts that are parties to the SARIA Establishment Agreement, and their collective and respective residents, owners, taxpayers and constituents, as set forth herein.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE KINGS POINT SOUTH METROPOLITAN DISTRICT NO. 2 AS FOLLOWS:

1. The Board hereby approves the amendment to the Service Plan attached hereto as **Exhibit A** and incorporated by reference herein (the "Service Plan Amendment").

2. The Board directs and authorizes the District's manager, legal counsel, accountant and/or other consultants, in coordination with each other, to submit the Service Plan Amendment to the City of Aurora for consideration and to take any and all actions reasonably necessary to obtain the City or Aurora's full and final approval of the Service Plan Amendment.

3. The Board further authorizes SARIA and its manager, legal counsel, accountant and/or other consultants, in coordination with the District's consultants, to submit the Service Plan Amendment to the City of Aurora for consideration and to take any and all actions reasonably necessary to obtain the City or Aurora's full and final approval of the Service Plan Amendment on behalf of the District.

[remainder of page intentionally left blank; signature page follows]

ADOPTED AND EFFECTIVE THIS 9th day of November, 2023.

KINGS POINT SOUTH METROPOLITAN DISTRICT NO. 2

/s/: Peter Niederman
Peter Niederman (Nov 10, 2023 08:07 MST)

Name: Peter Niederman

Title: President

ATTEST:

/s/: Julie Gamec

Name: Julie Gamec

Title: Secretary

Exhibit A to Resolution

[attach Service Plan Amendment]

AMENDMENT
TO
SERVICE PLAN
FOR
KINGS POINT SOUTH METROPOLITAN DISTRICT NO. 2

City of Aurora, Colorado

Service Plan approved by the City of Aurora on June 5, 2017

This Amendment Dated ____, 2024

I. INTRODUCTION AND PURPOSE OF FIRST AMENDMENT

The City of Aurora approved the Amended and Restated Consolidated Service Plan (the "Service Plan") for Kings Point South Metropolitan District No. 2 (the "District") on June 5, 2017. This Amendment to Service Plan ("Amendment") is intended to be read in conjunction with the Service Plan.

Since the time the Service Plan was approved, the District entered into that certain South Aurora Regional Improvement Authority Establishment Agreement (the "SARIA Establishment Agreement") and is a member district of the South Aurora Regional Improvement Authority ("SARIA"). The SARIA Establishment Agreement is considered an ARI Establishment Agreement and SARIA is considered an ARI Authority pursuant to the Service Plan, as those terms are defined in the Service Plan.

Consistent with the Service Plan and the SARIA Establishment Agreement, the District has pledged its ARI Mill Levy to SARIA.

SARIA previously issued its Special Revenue Bonds, Series 2018, to fund, in part, Regional Improvements consistent with the SARIA Establishment Agreement (the "Regional Improvements," as defined in the SARIA Establishment Agreement). SARIA desires to issue additional debt to finance additional Regional Improvements, but has determined that the ARI Mill Levy as currently set forth in the Service Plan poses various challenges to the issuance of debt funded by the ARI Mill Levy of the District and all other districts that are party to the SARIA Establishment Agreement.

The District, as well as SARIA and all the other districts that are parties to the SARIA Establishment Agreement, have determined that certain revisions to the ARI Mill Levy as set forth in the service plans of each of the districts, by way of this Amendment, will facilitate the issuance of debt by SARIA to fund additional Regional Improvements for the benefit of SARIA, the District, the other districts that are parties to the SARIA Establishment Agreement, and their collective and respective residents, owners, taxpayers and constituents.

The limited purpose of this Amendment is to amend the Service Plan's definition of ARI Mill Levy as further set forth below.

II. AMENDMENT

The District's Service Plan is hereby amended as follows:

Section A of the definition of "ARI Mill Levy" in Section II of the Service Plan shall be deleted in its entirety and replaced with the following language:

A. For a district with property within its boundaries developed with any residential uses means the mill levy imposed for payment of the costs of the

planning, design, permitting, construction, acquisition and financing of the improvements described in the ARI Master Plan, which: (i) shall be five (5) mills for collection beginning for each district in the first year of collection of a debt service mill levy by such district and continuing in each year thereafter through the twentieth (20th) year; and (ii) shall be five (5) mills from the twenty-first (21st) year through the fortieth (40th) year or the date of repayment of the debt incurred for Public Improvements, other than Regional Improvements, which ever first occurs; and (iii) for an additional ten (10) years, the mill levy shall be thirty (30) mills; and

Additionally, Section D of the definition of "ARI Mill Levy" in Section II of the Service Plan shall be deleted in its entirety and replaced with the following language:

D. If, on or after January 1, 2004, there are changes in the method of calculating assessed valuation or any constitutionally mandated tax credit, cut, or abatement, all mills described in this ARI Mill Levy definition may be increased or decreased to reflect such changes, such increases or decreases to be determined by the Board in good faith (such determination to be binding and final) so that to the extent possible, the actual tax revenues generated by the mill levy, as adjusted for changes occurring after January 1, 2004, are neither diminished nor enhanced as a result of such changes. For purposes of the foregoing, a change in the ratio of actual valuation shall be deemed to be a change in the method of calculating assessed valuation.

III. CONDITIONAL EFFECTIVENESS OF AMENDMENT; REFUNDING OF 2018 BONDS AS CONDITION PRECEDENT

It is acknowledged that SARIA previously issued its South Aurora Regional Improvement Authority Special Revenue Bonds, Series 2018, in the original amount of $11,265,000, on December 19, 2018 (the "2018 Bonds"). It is further acknowledged that the 2018 Bonds are secured, in part, by the pledge of the District's ARI Mill Levy as such ARI Mill Levy is defined in the District's Service Plan prior to this Amendment. Nothing in this Amendment is intended to alter, amend, limit or otherwise affect the ARI Mill Levy as pledged toward the 2018 Bonds.

Therefore, it is expressly stated that this Amendment shall only take effect upon the condition precedent that the 2018 bonds are refunded, repaid, defeased, or otherwise paid in full, and this Amendment shall not be of any force and effect unless and until the 2018 bonds are refunded, repaid, defeased, or otherwise paid in full.

IV. EFFECT OF AMENDMENT

All capitalized terms used but not otherwise defined in this Amendment shall have the definitions ascribed to them in the Service Plan. Except as specifically amended as set forth above, all other provisions of the Service Plan shall remain in full force and effect. To the extent there are any inconsistencies between this Amendment and the Service Plan, this Amendment shall control.

V. REQUESTED APPROVAL

It is hereby requested that the City Council of the City of Aurora, Colorado, which has jurisdiction to approve this Amendment by virtue of Section 32-1-207(2) C.R.S., *et seq.*, as amended, adopt a resolution of approval which approves this Amendment to the Service Plan as submitted.

CITY OF AURORA
Council Agenda Commentary

Item Title: Kings Point South Metropolitan District No. 3 Service Plan Amendment (Ordinance) - PH
Item Initiator: Michael Kerrigan, Special District Administrator, Development Services
Staff Source/Legal Source: Michael Kerrigan, Special District Administrator, Development Services / Brian Rulla, Assistant City Attorney
Outside Speaker: Tom George, Spencer Fane LLP
Council Goal: 2012: 6.0--Provide a well-managed and financially strong City

COUNCIL MEETING DATES:

Study Session: 2/24/2025

Regular Meeting: 3/12/2025

2nd Regular Meeting (if applicable): 3/24/2025

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)

Michael Kerrigan, Special District Administrator, Development Services / Brian Rulla, Assistant City Attorney
Outside Speaker: Tom George, Spencer Fane LLP

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: Management & Finance

Policy Committee Date: 2/6/2025

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 Kings Point South Metropolitan District No. 3 (the "District") was created to plan, design, acquire, construct, install, relocate, finance, own, operate, and maintain the public improvements necessary to develop the future project to be known as Kings Point South generally located southeast of the future extension of S. Aurora Parkway and E-470. City Council approved the Service Plan for the District in August 2022.

The approved Service Plan requires the District to impose the Aurora Regional Improvement ("ARI") mill levy to fund the planning, design, permitting, construction, acquisition, and financing of regional street and transportation related improvements that benefit the service area of the District. The improvement projects to be funded by the ARI are intended to be large, regional projects that have limited funding sources available. The ARI Mill Levy for the District fall into two general categories based upon land usage and the ARI Mill Levy increases over time.

Residential metro districts:

- Tier 1- 1 mill in years 1-20.
- Tier 2- 5 mills in years 21-40 or the year of debt repayment whichever occurs first.
- Tier 3- Average of last 10 years debt service mills in years 41-50.

Commercial (non-residential) districts:

- Tier 1- 1 mill in years 1-20.
- Tier 2- 1.5 mills in years 21-40.
- Tier 3- Lesser of 20 mills or average of last 10 years debt service mills in years 41-45.

Additionally, the District is provided three options for how the ARI Mill Levy funds are to be managed:

1. Establish or join an ARI Authority with three or more other metropolitan districts; the ARI Authority then directs the use of funds.
2. Execute an IGA with the City which directs the use of funds.
3. Convey the funds to the City at which point the City determines how to use the funds.

In 2017 the District entered into an establishment agreement to form the South Aurora Regional Improvement Authority (SARIA). SARIA was created to use the ARI Mill Levy revenue from its member districts to fund regional transportation infrastructure projects. The following 22 Metropolitan Districts are members of the authority, and districts marked with an asterisk currently have residents:

- Beacon Point Metropolitan District*
- Blackstone Metropolitan District*
- Forest Trace Metropolitan Districts Nos. 1-3 * (only Districts 1 and 3 have residents)
- Inspiration Metropolitan District*

- Kings Point South Metropolitan Districts Nos. 1-3
- Overlook at Kings Point South Metropolitan District
- Prairie Point Metropolitan District Nos. 1-3
- Pronghorn Valley Metropolitan District*
- Senac South Metropolitan Districts Nos. 1-4
- Sorrel Ranch Metropolitan District*
- Southlands Metropolitan District No. 2*
- Wheatlands Metropolitan District*
- Whispering Pines Metropolitan District No. 1*

Each of these districts, with the exception of Beacon Point Metropolitan District, Blackstone Metropolitan District, Forest Trace Metropolitan District No. 2, Senac South Metropolitan District Nos. 1-4, Southlands Metropolitan District No. 2, and Wheatlands Metropolitan District are requesting amendments to their Service Plans to update the ARI Mill Levy language.

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

The service plan amendment is limited in scope to amend the ARI Mill Levy. SARIA is currently planning to refund its existing debt in an effort to achieve savings. With the refunding, SARIA will also issue new bonds and the proceeds of which will be used to further the purposes of its establishment agreement. The service plan amendments clarify an uncertainty for the tier 3 ARI Mill Levy. The current ARI Mill Levy language is written such that the tier 3 ARI Mill Levy will not be known until 40 to 50 years in the future, this uncertainty poses a risk for the bond market. The adjusted ARI Mill Levy definition changed with this service plan amendment provides a known fixed mill levy today for the tier 3 ARI Mill Levy, thereby providing more certainty for the bond market which in turn should bring more favorable financing for the upcoming SARIA bond issuance.

The amended ARI Mill Levy definitions are shown below for each SARIA member district, the specific treatment for the District is highlighted in red.

Group 1- member districts with residents and no current debt mill levy or current debt mill levy greater than 30 mills:

- Tier 1- 1 mill (amount and time period unchanged)
- Tier 2- 5 mills (amount and time period unchanged)
- Tier 3- 30 mills (time period unchanged, amount fixed at 30 mills)

Forest Trace Metropolitan District No. 1 (no 2023/24 debt service levy imposed)
Forest Trace Metropolitan District No. 3 (2023/24 debt service levy = 56.440
Inspiration Metropolitan District (2023/24 debt service levy = 34 mills)
Pronghorn Valley Metropolitan District (2023/24 debt service levy = 57.156)

Group 2- member districts with current debt mill levies less than 30 mills:

- Tier 1- 1 mill (amount and time period unchanged)
- Tier 2- 5 mills (amount and time period unchanged)
- Tier 3- Lesser of 30 mills or 2023/24 debt service mill levy (time period unchanged, amount changed to be reflective of current debt service mill levy)

Sorrel Ranch Metropolitan District: Tier 3 = 28.154 mills

Whispering Pines Metropolitan District No. 1: Tier 3 = 26 mills

Group 3- member districts with no residents and no current debt mill levy:

- Tier 1- 5 mills (time period unchanged, amount increased from 1 to 5)
- Tier 2- 5 mills (amount and time period unchanged)
- Tier 3- 30 mills (time period unchanged, amount changed to be fixed at 30 mills)

Kings Point South Metropolitan District Nos. 1-3
Overlook at Kings Point South Metropolitan District
Prairie Point Metropolitan District Nos. 1-3

Group 4- member districts with no Service Plan Amendment Proposed:
Beacon Point Metropolitan District
Blackstone Metropolitan District
Forest Trace Metropolitan District No. 2
Senac South Metropolitan District Nos. 1-4
Southlands Metropolitan District No. 2
Wheatlands Metropolitan District

In addition to the Service Plan Amendments, there are four accompanying IGAs. The Transportation Impact Fee agreement will be presented concurrently with the amendments. IGAs for the Gun Club Road, Aurora Parkway Improvements, and Gartrell Road Improvements projects will be presented at a future TAPS committee meeting.

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 forward this item to the Regular City Council Meeting as proposed?

LEGAL COMMENTS

Title 32, Article 1, C.R.S., as amended, and Section 122-36(b) of the City Code each provide that material modifications to an approved metropolitan district service plan may be made by the board of directors of a district only by petition to and approval by the City Council in substantially the same manner as provided for in the approval for an original service plan.

Section 122-32 of the City Code requires that the City Council conduct a public hearing regarding approval of the proposed district and its service plan. Therefore, a public hearing is required prior to material modifications of the service plan pursuant to Section 122-36(b).

Section 122-30(21) further requires that the special district enter into a written agreement with the City. The proposed Intergovernmental Agreement satisfies the requirements set forth therein. As the proposed Agreement is with another governmental entity, a resolution is required to authorize its execution. (City Charter Section 10-12.)

All legislative enactments must be in the form of ordinances pursuant to Section 5-1 of the Charter of the City of Aurora, Colorado and City Council Rule F.1 provides that an ordinance remains in effect until otherwise rescinded or amended by the City Council.

(Rulla)

ORDINANCE NO. 2025-__

A BILL

FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO APPROVING AN AMENDMENT TO THE SERVICE PLAN FOR KINGS POINT SOUTH METROPOLITAN DISTRICT NO. 3

WHEREAS, the City Council (the "City Council") of the City of Aurora, Colorado (the "City") previously approved the Service Plan (the "Service Plan") for the Kings Point South Metropolitan District No. 3 (the "District") on August 8, 2022; and

WHEREAS, pursuant to Section 32-1-204.5, C.R.S., as amended, and Section 122-29 of the City Code, an Amendment to the Service Plan (the "Service Plan Amendment") for the District has been submitted to the City Council; and

WHEREAS, pursuant to the provisions of Title 32, Article 1, C.R.S., as amended, and Chapter 122 of the City Code, the City Council is to hold a public hearing on the Service Plan Amendment for the District; and

WHEREAS, notice of the hearing before the City Council was duly published in the *Aurora Sentinel*, a newspaper of general circulation within the City, as required by law, and mailed to all interested persons, the Division of Local Government, and the governing body of each municipality and title 32 district that has levied an ad valorem tax within the next preceding tax year and that has boundaries within a radius of three miles of the District; and

WHEREAS, the Aurora Regional Improvement mill levy imposed within the City's model service plan allows for the formation of an Authority by three (3) or more districts to fund regional infrastructure with the pledge of their ARI mill levies collected from all member districts; and

WHEREAS, the District previously entered into that certain South Aurora Regional Improvement Authority Establishment Agreement (the "SARIA Establishment Agreement") and is a member district of the South Aurora Regional Improvement Authority ("SARIA"), and, consistent with the Service Plan and the SARIA Establishment Agreement, the District has pledged its ARI Mill Levy (as defined in the Service Plan) to SARIA; and

WHEREAS, the Service Plan Amendment provides that Section A of the definition of "ARI Mill Levy" in Section II of the Service Plan shall be deleted in its entirety and replaced with the following language: "For a district with property within its boundaries developed with any residential uses means the mill levy imposed for payment of the costs of the planning, design, permitting, construction, acquisition and financing of the improvements described in the ARI Master Plan, which: (i) shall be five (5) mills for collection beginning for each district in the first year of collection of a debt service mill levy by such district and continuing in each year thereafter through the twentieth (20th) year; and (ii) shall be five (5) mills from the twenty-first (21st) year through the fortieth (40th) year or the date of repayment of the debt incurred for Public Improvements, other than Regional Improvements, which ever first occurs; and (iii) for an

additional ten (10) years, the mill levy shall be thirty (30) mills;" and

WHEREAS, the Service Plan Amendment further provides that Section D of the definition of "ARI Mill Levy" in Section II of the Service Plan shall be deleted in its entirety and replaced with the following language: "If, on or after January 1, 2004, there are changes in the method of calculating assessed valuation or any constitutionally mandated tax credit, cut, or abatement, all mills described in this ARI Mill Levy definition may be increased or decreased to reflect such changes, such increases or decreases to be determined by the Board in good faith (such determination to be binding and final) so that to the extent possible, the actual tax revenues generated by the mill levy, as adjusted for changes occurring after January 1, 2004, are neither diminished nor enhanced as a result of such changes. For purposes of the foregoing, a change in the ratio of actual valuation shall be deemed to be a change in the method of calculating assessed valuation;" and

WHEREAS, the City Council has considered the Service Plan Amendment, and all other testimony and evidence presented at the hearing; and

WHEREAS, the City Council finds that the Service Plan Amendment should be approved unconditionally, as permitted by Sections 32-1-203(2) and 32-1-204.5(1)(a), C.R.S., as amended, and Section 122-34(a) of the City Code; and

WHEREAS, all legislative enactments must be in the form of ordinances pursuant to Section 5-1 of the Charter of the City of Aurora, Colorado and City Council Rule F.1 provides that an ordinance remains in effect until otherwise rescinded or amended by the City Council.

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

Section 1. The City Council hereby finds and determines that all of the requirements of Title 32, Article 1, Part 2, C.R.S., as amended, and Chapter 122 of the City Code relating to the filing of the Service Plan Amendment for the District has been fulfilled and that notice of the hearing was given in the time and manner required by law and that City Council has jurisdiction to act on the Service Plan Amendment.

Section 2. The City Council further determines that all pertinent facts, matters and issues were submitted at the public hearing; that all interested parties were heard or had the opportunity to be heard and that evidence satisfactory to the City Council of each of the following was presented:

a. There is sufficient existing and projected need for organized service in the area to be serviced by the District;

b. The existing service in the area to be served by the District is inadequate for present and projected needs;

c. The District is capable of providing economical and sufficient service to the area within their proposed boundaries;

d. The area included in the District has, or will have, the financial ability to discharge the proposed indebtedness on a reasonable basis;

e. Adequate service is not, or will not be, available to the area through the City, Adams County, or other existing municipal or quasi-municipal corporations, including other existing title 32 districts, within a reasonable time and on a comparable basis;

f. The facility and service standards of the District are compatible with the facility and service standards of the City;

g. The proposed Service Plan Amendment Plan is in substantial compliance with the comprehensive plan of the City as adopted pursuant to the City Code;

h. The proposed Service Plan Amendment is in compliance with any duly adopted City, regional, or state long-range water quality management plan for the area; and

i. The creation of the District will be in the best interests of the area proposed to be served.

Section 3. The City Council hereby approves the Service Plan Amendment for the District as submitted.

Section 4. The ARI Mill Levy defined in this Service Plan Amendment applies only to Kings Point South Metropolitan District No. 3. In all other instances the definition of ARI Mill Levy in City Code §122-26 shall remain in full force and effect.

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.

Section 7. All prior resolutions or any parts thereof, to the extent that they are inconsistent with this Ordinance, are hereby rescinded.

Section 8. Future amendments to the Intergovernmental Agreement Between the City and the District as well as amendments to the Service Plan shall be by resolution.

INTRODUCED, READ AND ORDERED PUBLISHED this _____ day of _____, 2025.

PASSED AND ORDERED PUBLISHED this _____ day of _____, 2025.

_____
MIKE COFFMAN, Mayor

ATTEST:

_____
KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

PETER A. SCHULTE, CITY ATTORNEY

By: _____ RLA
BRIAN J. RULLA, Assistant City Attorney

SpencerFane

File No. 5027332-0012

January 22, 2025

Office of Development Assistance
City of Aurora
15151 E. Alameda Pkwy
Aurora, CO 80012

Re: Proposed Service Plan Amendments for South Aurora Regional Improvement Authority ("SARIA") Member Districts; Revisions to ARI Mill Levies

To the Office of Development Assistance, City of Aurora:

I. Introduction

The South Aurora Regional Improvement Authority ("SARIA") is a contractually-established authority created for the purpose of funding regional transportation improvements in the southern portion of Aurora. SARIA was originally established by intergovernmental agreement in 2017 and currently includes as its members the City of Aurora (the "City") in addition to the following 22 individual metropolitan districts:

Beacon Point Metropolitan District
Blackstone Metropolitan District
Forest Trace Metropolitan District Nos. 1-3
Inspiration Metropolitan District
Kings Point South Metropolitan District Nos. 1-3
Overlook at Kings Point South Metropolitan District
Prairie Point Metropolitan District Nos. 1-3
Pronghorn Valley Metropolitan District
Senac South Metropolitan District Nos. 1-4
Sorrel Ranch Metropolitan District
Southlands Metropolitan District No. 2
Wheatlands Metropolitan District
Whispering Pines Metropolitan District No. 1

Submitted with this letter are proposed service plan amendments (the "Service Plan Amendments") to amend the service plans of all but nine of SARIA's member districts (excluding such nine districts, the "Amending Members"), along with resolutions of each of the Amending Members authorizing SARIA to submit the Service Plan Amendments to the City.

The Boards of Directors of all of the Amending Members have approved the Service Plan Amendments and have authorized SARIA, on behalf of the Amending Members, to process the Service Plan Amendments as one submittal with the City.

The limited purpose of the Service Plan Amendments is to modify the ARI Mill Levy of each Amending Member as set forth herein. No other changes are requested to the service plans of the Amending Members.

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II. Districts Not Proposing Service Plan Amendments

a. Beacon Point Metropolitan District; Blackstone Metropolitan District; Southlands Metropolitan District No. 2; and Wheatlands Metropolitan District

All of the SARIA member districts recently unanimously approved an ARI Master Plan No. 3. The purpose of ARI Master Plan No. 3, consistent with SARIA's establishing agreement, is to set forth details regarding the prioritization and funding of the next set of regional improvements by SARIA. A key component of ARI Master Plan No. 3, as further set forth therein, is that Beacon Point Metropolitan District, Blackstone Metropolitan District, Southlands Metropolitan District No. 2, and Wheatlands Metropolitan District (the "Limited Participants") will contribute their ARI Mill Levies to SARIA under ARI Master Plan No. 3 only through 2038. Because the Limited Participants will only contribute their ARI Mill Levies to SARIA through 2038, the changes proposed in the Service Plan Amendments would have no bearing on SARIA, and no amendments to their service plans are therefore required or requested by them at this time.

b. Forest Trace Metropolitan District No. 2

Forest Trace Metropolitan District No. 2 is not requesting an amendment to its service plan at this time because the district either is not expected at any time to issue debt and thus it will likely never impose an ARI Mill Levy, or it will include only commercial property, and under either circumstance the changes proposed in the Service Plan Amendments would not apply.

c. Senac South Metropolitan District Nos. 1-4

Senac South Metropolitan District Nos. 1-4 are also not requesting an amendment to their service plans at this time because the districts have expressed a preference not to alter their ARI Mill Levy as proposed in the Service Plan Amendments. This is not expected to adversely impact the Amending Members or SARIA, and the Amending Members and SARIA have determined nonetheless to proceed with the Service Plan Amendments.

III. SARIA Background

SARIA was organized for the limited purpose of financing "Regional Improvements" consistent with SARIA's establishing agreement and the service plans of each of SARIA's member districts.

SARIA does not and is not authorized under its establishing agreement to own, operate or maintain any public improvements.

SARIA also does not impose any taxes or fees. Rather, SARIA relies entirely upon revenues derived from each member district's ARI Mill Levy as set forth in the member districts' service plans (the "ARI Mill Levy(ies)") in order to finance Regional Improvements.

IV. Current ARI Mill Levy System

Currently, consistent with the City's Model Service Plan in place since 2004, the SARIA member districts' ARI Mill Levies are generally imposed, beginning the first year each district imposes a debt service mill levy, as follows:

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Tier 1: 1 mill from Years 1-20 ("Tier 1 Levy");

Tier 2: 5 mills Years 21-40, or the date of repayment of the district's debt, whichever first occurs ("Tier 2 Levy"); and

Tier 3: for an additional ten (10) years, the mill levy is equal to the average debt service mill levy imposed in the ten (10) years prior to the date of repayment of the district's debt ("Tier 3 Levy").

V. Limited Purpose of Proposed Service Plan Amendments

The limited purpose of the Service Plan Amendments is to modify the ARI Mill Levy of each Amending Member as set forth below. For clarity, all ARI Mill Levies discussed herein and as may be amended under the Service Plan Amendments shall be adjusted in accordance with each Amending Member's respective Service Plan to adjust for changes occurring after January 1, 2004. **No other changes are requested to the service plans of the Amending Members.**

The requested changes are as follows:

For Amending Members that currently have residents:

Tier 1 Levy: 1 mill from Years 1-20 (*unchanged*)

Tier 2 Levy: 5 mills for Years 21-40, or the date of repayment of the debt incurred for Public Improvements, other than Regional Improvements, which ever first occurs (*unchanged*); and

Tier 3 Levy: for an additional ten years, the mill levy shall be equal to the lesser of 30 mills or the mill levy imposed by such district in the tax year 2023 for collection in 2024.

For Amending Members that do not currently have residents:

Tier 1 Levy: 5 mills from Years 1-20 (*increased from 1 mill to 5 mills*);

Tier 2 Levy: 5 mills from Years 21-40, or the date of repayment of the debt incurred for Public Improvements, other than Regional Improvements, which ever first occurs (*unchanged*); and

Tier 3 Levy: for an additional ten years, the mill levy shall be 30 mills.

In addition, the Service Plan Amendments clarify that the Tier 3 Levy is to commence no later than year 40.

More specifically, the foregoing changes to the ARI Mill Levy for the Amending Members can be summarized, and the SARIA member districts can be broken out into four groups, as follows:

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“Group 1”:

Tier 1 Levy: 1 mill (*unchanged*)
Tier 2 Levy: 5 mills (*unchanged*)
Tier 3 Levy: 30 mills (*fixed at 30 mills*)

Forest Trace Metropolitan District No. 1 (2023/24 debt service mill levy = no levy imposed yet)
Forest Trace Metropolitan District No. 3 (2023/24 debt service mill levy = 56.440)
Inspiration Metropolitan District (2023/24 debt service mill levy = 34 mills)
Pronghorn Valley Metropolitan District (2023/24 debt service mill levy = 57.156)

“Group 2”:

Tier 1 Levy: 1 mill (*unchanged*)
Tier 2 Levy: 5 mills (*unchanged*)
Tier 3 Levy: 2023/24 debt service mill levy (*which is less than 30 mills*)

Sorrel Ranch Metropolitan District: Tier 3 Levy = 28.154 mills
Whispering Pines Metropolitan District No. 1: Tier 3 Levy = 26 mills

“Group 3” (No Current Residents):

Tier 1 Levy: 5 mills (*increased from 1 to 5*)
Tier 2 Levy: 5 mills (*unchanged*)
Tier 3 Levy: 30 mills (*fixed at 30 mills*)

Kings Point South Metropolitan District Nos. 1-3
Overlook at Kings Point South Metropolitan District
Prairie Point Metropolitan District Nos. 1-3

“Group 4” (No Service Plan Amendment Proposed):

Beacon Point Metropolitan District
Blackstone Metropolitan District
Forest Trace Metropolitan District No. 2
Senac South Metropolitan District Nos. 1-4
Southlands Metropolitan District No. 2
Wheatlands Metropolitan District

Again, for clarity, all ARI Mill Levies listed above and as may be amended under such Service Plan Amendments shall be adjusted in accordance with each Amending Member’s respective Service Plan to adjust for changes occurring after January 1, 2004.

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VI. Rationale and Benefits of Proposed Service Plan Amendments

As stated above, the proposed Service Plan Amendments have been approved individually by the Boards of Directors of all the Amending Members. The Service Plan Amendments are being submitted by SARIA to the City as one package on behalf of all the Amending Members in order to process them efficiently.

As currently defined in the service plans of the Amending Members, the ARI Mill Levy is complicated and, with regard to the Tier 3 Levy, simply cannot be accurately projected. For example, because the Tier 3 Levy is supposed to be "equal to the average debt service mill levy imposed in the ten (10) years prior to the date of repayment of the district's debt," a date that is for some districts more than 20 years in the future, it is impossible to know now what the Tier 3 Levy will actually be. This makes it difficult for the Amending Members to plan out their property tax levies into the future. It also means that the Tier 3 Levy may be impacted by long-term influences such as changing property values and changing Board priorities well into the future. Further, it makes the issuance of debt to finance Regional Improvements supported by the Amending Members' ARI mill levies difficult and thus more expensive to issue.

The Tier 3 Levy, while it is supposed to begin in year 40 or the date of repayment of the district's debt, whichever first occurs, cannot be calculated in year 40 if the district's debt is not yet repaid because the Tier 3 Levy is calculated based on the debt service mill levy rate in the 10 years prior to "repayment."

In order to resolve the foregoing issues, the Amending Members and SARIA initially proposed fixing the Tier 3 Levies of all Amending Members at 30 mills as an approximate average of currently projected Tier 3 Levies. However, a number of Amending Members already had a debt service mill levy below 30 mills. So, rather than setting the Tier 3 Levies at a rate higher than the current projection, the Amending Members settled upon a Tier 3 Levy fixed at the lesser of 30 mills or each district's current debt service mill levy. This is why the Amending Members are separated into Group 1 and Group 2, above.

Further, a subset of the Amending Members, identified as Group 3 above, are willing to increase their Tier 1 Levy from 1 mill to 5 mills. These districts are still in predevelopment stages and would generally not see an increase in their ARI Mill Levy for up to 20 years, unlike other members districts who are 10-20 years into the ARI Mill Levy timeline. By increasing their Tier 1 Levy, these Group 3 districts will contribute more to Regional Improvements by way of their increased Tier 1 Levy contributions in earlier years.

Finally, the Service Plan Amendments clarify an ambiguity as to the Tier 3 Levy by setting a defined Tier 3 Levy Rate in the scenario where a district has not paid off its debt by year 40.

VII. Summary of Benefits of Proposed Service Plan Amendments

The benefits of the proposed Service Plan Amendments to the Amending Members can be summarized as follows:

- Establishes a set Tier 3 Levy;
- Allows Amending Members to anticipate future property tax rates and assists in long-term planning;
- Protects against any factors that would otherwise increase the Tier 3 Levy;

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- Allows for more certain revenue projections to aid in financing Regional Improvements;
- Increases Tier 1 Levy revenue from the Group 3 Amending Members to better support Regional Improvements; and
- Clarifies the Tier 3 Levy in the circumstances when a district has not paid off its debt by year 40 by setting a defined Tier 3 Levy Rate.

VIII. Summary and Request

In closing, on behalf of the Amending Members and SARIA, we respectfully request that the Aurora City Council approve the enclosed Service Plan Amendments.

Sincerely,

/s/ Thomas N. George

Tom George
Spencer Fane LLP

Encs.

RESOLUTION OF THE BOARD OF DIRECTORS OF THE KINGS POINT SOUTH METROPOLITAN DISTRICT NO. 3 APPROVING SERVICE PLAN AMENDMENT

WHEREAS, the City of Aurora previously approved the Service Plan (the "Service Plan") for the Kings Point South Metropolitan District No. 3 (the "District") on August 8, 2022;

WHEREAS, the District previously entered into that certain South Aurora Regional Improvement Authority Establishment Agreement (the "SARIA Establishment Agreement") and is a member district of the South Aurora Regional Improvement Authority ("SARIA"), and, consistent with the Service Plan and the SARIA Establishment Agreement, the District has approved an ARI Master Plan (as defined in the SARIA Establishment Agreement) and has pledged its ARI Mill Levy (as defined in the Service Plan) to SARIA;

WHEREAS, SARIA previously issued special revenue bonds to fund, in part, regional improvements consistent with the SARIA Establishment Agreement, and SARIA desires to issue additional debt to finance additional regional improvements, but SARIA has determined that the ARI Mill Levy as currently set forth in the Service Plan poses various challenges to the issuance of debt funded by the ARI Mill Levy of the District and all other districts that are parties to the SARIA Establishment Agreement; and

WHEREAS, the Board of Directors of the District (the "Board") has determined that an amendment to the Service Plan is necessary to make certain revisions to the ARI Mill Levy in order to facilitate the issuance of debt by SARIA to fund additional regional improvements for the benefit of SARIA, the District, the other districts that are parties to the SARIA Establishment Agreement, and their collective and respective residents, owners, taxpayers and constituents, as set forth herein.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE KINGS POINT SOUTH METROPOLITAN DISTRICT NO. 3 AS FOLLOWS:

1. The Board hereby approves the amendment to the Service Plan attached hereto as **Exhibit A** and incorporated by reference herein (the "Service Plan Amendment").

2. The Board directs and authorizes the District's manager, legal counsel, accountant and/or other consultants, in coordination with each other, to submit the Service Plan Amendment to the City of Aurora for consideration and to take any and all actions reasonably necessary to obtain the City or Aurora's full and final approval of the Service Plan Amendment.

3. The Board further authorizes SARIA and its manager, legal counsel, accountant and/or other consultants, in coordination with the District's consultants, to submit the Service Plan Amendment to the City of Aurora for consideration and to take any and all actions reasonably necessary to obtain the City or Aurora's full and final approval of the Service Plan Amendment on behalf of the District.

[remainder of page intentionally left blank; signature page follows]

ADOPTED AND EFFECTIVE THIS 29th day of NOVEMBER, 2023.

KINGS POINT SOUTH METROPOLITAN DISTRICT NO. 3

/s/: Charles H. Sanford (Nov 30, 2023 12:12 MST)

Name: Charles H. Sanford

Title: president

ATTEST:

/s/: Krista Towle (Nov 30, 2023 11:21 MST)

Name: Krista Towle

Title: Secretary

Exhibit A to Resolution

[attach Service Plan Amendment]

AMENDMENT
TO
SERVICE PLAN
FOR
KINGS POINT SOUTH METROPOLITAN DISTRICT NO. 3

City of Aurora, Colorado

Service Plan approved by the City of Aurora on August 8, 2022

This Amendment Dated ____, 2024

I. INTRODUCTION AND PURPOSE OF FIRST AMENDMENT

The City of Aurora approved the Service Plan (the "Service Plan") for Kings Point South Metropolitan District No. 3 (the "District") on August 8, 2022. This Amendment to Service Plan ("Amendment") is intended to be read in conjunction with the Service Plan.

Since the time the Service Plan was approved, the District entered into that certain South Aurora Regional Improvement Authority Establishment Agreement (the "SARIA Establishment Agreement") and is a member district of the South Aurora Regional Improvement Authority ("SARIA"). The SARIA Establishment Agreement is considered an ARI Establishment Agreement and SARIA is considered an ARI Authority pursuant to the Service Plan, as those terms are defined in the Service Plan.

Consistent with the Service Plan and the SARIA Establishment Agreement, the District has pledged its ARI Mill Levy to SARIA.

SARIA previously issued its Special Revenue Bonds, Series 2018, to fund, in part, Regional Improvements consistent with the SARIA Establishment Agreement (the "Regional Improvements," as defined in the SARIA Establishment Agreement). SARIA desires to issue additional debt to finance additional Regional Improvements, but has determined that the ARI Mill Levy as currently set forth in the Service Plan poses various challenges to the issuance of debt funded by the ARI Mill Levy of the District and all other districts that are party to the SARIA Establishment Agreement.

The District, as well as SARIA and all the other districts that are parties to the SARIA Establishment Agreement, have determined that certain revisions to the ARI Mill Levy as set forth in the service plans of each of the districts, by way of this Amendment, will facilitate the issuance of debt by SARIA to fund additional Regional Improvements for the benefit of SARIA, the District, the other districts that are parties to the SARIA Establishment Agreement, and their collective and respective residents, owners, taxpayers and constituents.

The limited purpose of this Amendment is to amend the Service Plan's definition of ARI Mill Levy as further set forth below.

II. AMENDMENT

The District's Service Plan is hereby amended as follows:

Section A of the definition of "ARI Mill Levy" in Section II of the Service Plan shall be deleted in its entirety and replaced with the following language:

> A. For a district with property within its boundaries developed with any residential uses means the mill levy imposed for payment of the costs of the planning, design, permitting, construction, acquisition and financing of the

improvements described in the ARI Master Plan, which: (i) shall be five (5) mills for collection beginning for each district in the first year of collection of a debt service mill levy by such district and continuing in each year thereafter through the twentieth (20th) year; and (ii) shall be five (5) mills from the twenty-first (21st) year through the fortieth (40th) year or the date of repayment of the debt incurred for Public Improvements, other than Regional Improvements, which ever first occurs; and (iii) for an additional ten (10) years, the mill levy shall be thirty (30) mills; and

Additionally, Section D of the definition of "ARI Mill Levy" in Section II of the Service Plan shall be deleted in its entirety and replaced with the following language:

D. If, on or after January 1, 2004, there are changes in the method of calculating assessed valuation or any constitutionally mandated tax credit, cut, or abatement, all mills described in this ARI Mill Levy definition may be increased or decreased to reflect such changes, such increases or decreases to be determined by the Board in good faith (such determination to be binding and final) so that to the extent possible, the actual tax revenues generated by the mill levy, as adjusted for changes occurring after January 1, 2004, are neither diminished nor enhanced as a result of such changes. For purposes of the foregoing, a change in the ratio of actual valuation shall be deemed to be a change in the method of calculating assessed valuation.

III. CONDITIONAL EFFECTIVENESS OF AMENDMENT; REFUNDING OF 2018 BONDS AS CONDITION PRECEDENT

It is acknowledged that SARIA previously issued its South Aurora Regional Improvement Authority Special Revenue Bonds, Series 2018, in the original amount of $11,265,000, on December 19, 2018 (the "2018 Bonds"). It is further acknowledged that the 2018 Bonds are secured, in part, by the pledge of the District's ARI Mill Levy as such ARI Mill Levy is defined in the District's Service Plan prior to this Amendment. Nothing in this Amendment is intended to alter, amend, limit or otherwise affect the ARI Mill Levy as pledged toward the 2018 Bonds.

Therefore, it is expressly stated that this Amendment shall only take effect upon the condition precedent that the 2018 bonds are refunded, repaid, defeased, or otherwise paid in full, and this Amendment shall not be of any force and effect unless and until the 2018 bonds are refunded, repaid, defeased, or otherwise paid in full.

IV. EFFECT OF AMENDMENT

All capitalized terms used but not otherwise defined in this Amendment shall have the definitions ascribed to them in the Service Plan. Except as specifically amended as set forth above, all other provisions of the Service Plan shall remain in full force and effect. To the extent there are any inconsistencies between this Amendment and the Service Plan, this Amendment shall control.

V. REQUESTED APPROVAL

It is hereby requested that the City Council of the City of Aurora, Colorado, which has jurisdiction to approve this Amendment by virtue of Section 32-1-207(2) C.R.S., *et seq.*, as amended, adopt a resolution of approval which approves this Amendment to the Service Plan as submitted.

CITY OF AURORA
Council Agenda Commentary

Item Title: The Overlook at Kings Point South Metropolitan District Service Plan Amendment (Ordinance) - PH
Item Initiator: Michael Kerrigan, Special District Administrator, Development Services
Staff Source/Legal Source: Michael Kerrigan, Special District Administrator, Development Services / Brian Rulla, Assistant City Attorney
Outside Speaker: Tom George, Spencer Fane LLP
Council Goal: 2012: 6.0--Provide a well-managed and financially strong City

COUNCIL MEETING DATES:

Study Session: 2/24/2025

Regular Meeting: 3/12/2025

2nd Regular Meeting (if applicable): 3/24/2025

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)

Michael Kerrigan, Special District Administrator, Development Services / Brian Rulla, Assistant City Attorney
Outside Speaker: Tom George, Spencer Fane LLP

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: Management & Finance

Policy Committee Date: 2/6/2025

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 Overlook at Kings Point South Metropolitan District (the "District") was created to plan, design, acquire, construct, install, relocate, finance, own, operate, and maintain the public improvements necessary to develop Overlook at Kings Point generally located southeast of the future extension of S. Aurora Parkway and E-470. City Council approved the Service Plan for the District in August of 2021.

The approved Service Plan requires the District to impose the Aurora Regional Improvement ("ARI") mill levy to fund the planning, design, permitting, construction, acquisition, and financing of regional street and transportation related improvements that benefit the service area of the District. The improvement projects to be funded by the ARI are intended to be large, regional projects that have limited funding sources available. The ARI Mill Levy for the District fall into two general categories based upon land usage and the ARI Mill Levy increases over time.

Residential metro districts:

- Tier 1- 1 mill in years 1-20.
- Tier 2- 5 mills in years 21-40 or the year of debt repayment whichever occurs first.
- Tier 3- Average of last 10 years debt service mills in years 41-50.

Commercial (non-residential) districts:

- Tier 1- 1 mill in years 1-20.
- Tier 2- 1.5 mills in years 21-40.
- Tier 3- Lesser of 20 mills or average of last 10 years debt service mills in years 41-45.

Additionally, the District is provided three options for how the ARI Mill Levy funds are to be managed:

1. Establish or join an ARI Authority with three or more other metropolitan districts; the ARI Authority then directs the use of funds.
2. Execute an IGA with the City which directs the use of funds.
3. Convey the funds to the City at which point the City determines how to use the funds.

In 2017 the District entered into an establishment agreement to form the South Aurora Regional Improvement Authority (SARIA). SARIA was created to use the ARI Mill Levy revenue from its member districts to fund regional transportation infrastructure projects. The following 22 Metropolitan Districts are members of the authority, and districts marked with an asterisk currently have residents:

- Beacon Point Metropolitan District*
- Blackstone Metropolitan District*
- Forest Trace Metropolitan Districts Nos. 1-3 * (only Districts 1 and 3 have residents)
- Inspiration Metropolitan District*

- Kings Point South Metropolitan Districts Nos. 1-3
- Overlook at Kings Point South Metropolitan District
- Prairie Point Metropolitan District Nos. 1-3
- Pronghorn Valley Metropolitan District*
- Senac South Metropolitan Districts Nos. 1-4
- Sorrel Ranch Metropolitan District*
- Southlands Metropolitan District No. 2*
- Wheatlands Metropolitan District*
- Whispering Pines Metropolitan District No. 1*

Each of these districts, with the exception of Beacon Point Metropolitan District, Blackstone Metropolitan District, Forest Trace Metropolitan District No. 2, Senac South Metropolitan District Nos. 1-4, Southlands Metropolitan District No. 2, and Wheatlands Metropolitan District are requesting amendments to their Service Plans to update the ARI Mill Levy language.

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

The service plan amendment is limited in scope to amend the ARI Mill Levy. SARIA is currently planning to refund its existing debt in an effort to achieve savings. With the refunding, SARIA will also issue new bonds and the proceeds of which will be used to further the purposes of its establishment agreement. The service plan amendments clarify an uncertainty for the tier 3 ARI Mill Levy. The current ARI Mill Levy language is written such that the tier 3 ARI Mill Levy will not be known until 40 to 50 years in the future, this uncertainty poses a risk for the bond market. The adjusted ARI Mill Levy definition changed with this service plan amendment provides a known fixed mill levy today for the tier 3 ARI Mill Levy, thereby providing more certainty for the bond market which in turn should bring more favorable financing for the upcoming SARIA bond issuance.

The amended ARI Mill Levy definitions are shown below for each SARIA member district, the specific treatment for the District is highlighted in red.

Group 1- member districts with residents and no current debt mill levy or current debt mill levy greater than 30 mills:

- Tier 1- 1 mill (amount and time period unchanged)
- Tier 2- 5 mills (amount and time period unchanged)
- Tier 3- 30 mills (time period unchanged, amount fixed at 30 mills)

Forest Trace Metropolitan District No. 1 (no 2023/24 debt service levy imposed)
Forest Trace Metropolitan District No. 3 (2023/24 debt service levy = 56.440
Inspiration Metropolitan District (2023/24 debt service levy = 34 mills)
Pronghorn Valley Metropolitan District (2023/24 debt service levy = 57.156)

Group 2- member districts with current debt mill levies less than 30 mills:

- Tier 1- 1 mill (amount and time period unchanged)
- Tier 2- 5 mills (amount and time period unchanged)
- Tier 3- Lesser of 30 mills or 2023/24 debt service mill levy (time period unchanged, amount changed to be reflective of current debt service mill levy)

Sorrel Ranch Metropolitan District: Tier 3 = 28.154 mills

Whispering Pines Metropolitan District No. 1: Tier 3 = 26 mills

Group 3- member districts with no residents and no current debt mill levy:

- Tier 1- 5 mills (time period unchanged, amount increased from 1 to 5)
- Tier 2- 5 mills (amount and time period unchanged)
- Tier 3- 30 mills (time period unchanged, amount changed to be fixed at 30 mills)

Kings Point South Metropolitan District Nos. 1-3
Overlook at Kings Point South Metropolitan District
Prairie Point Metropolitan District Nos. 1-3

Group 4- member districts with no Service Plan Amendment Proposed:
Beacon Point Metropolitan District
Blackstone Metropolitan District
Forest Trace Metropolitan District No. 2
Senac South Metropolitan District Nos. 1-4
Southlands Metropolitan District No. 2
Wheatlands Metropolitan District

In addition to the Service Plan Amendments, there are four accompanying IGAs. The Transportation Impact Fee agreement will be presented concurrently with the amendments. IGAs for the Gun Club Road, Aurora Parkway Improvements, and Gartrell Road Improvements projects will be presented at a future TAPS committee meeting.

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 forward this item to the Regular City Council Meeting as proposed?

LEGAL COMMENTS

Title 32, Article 1, C.R.S., as amended, and Section 122-36(b) of the City Code each provide that material modifications to an approved metropolitan district service plan may be made by the board of directors of a district only by petition to and approval by the City Council in substantially the same manner as provided for in the approval for an original service plan.

Section 122-32 of the City Code requires that the City Council conduct a public hearing regarding approval of the proposed district and its service plan. Therefore, a public hearing is required prior to material modifications of the service plan pursuant to Section 122-36(b).

Section 122-30(21) further requires that the special district enter into a written agreement with the City. The proposed Intergovernmental Agreement satisfies the requirements set forth therein. As the proposed Agreement is with another governmental entity, a resolution is required to authorize its execution. (City Charter Section 10-12.)

All legislative enactments must be in the form of ordinances pursuant to Section 5-1 of the Charter of the City of Aurora, Colorado and City Council Rule F.1 provides that an ordinance remains in effect until otherwise rescinded or amended by the City Council.

(Rulla)

ORDINANCE NO. 2025-__

A BILL

FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO APPROVING AN AMENDMENT TO THE SERVICE PLAN FOR THE OVERLOOK AT KINGS POINT SOUTH METROPOLITAN DISTRICT

WHEREAS, the City Council (the "City Council") of the City of Aurora, Colorado (the "City") previously approved the Service Plan (the "Service Plan") for The Overlook at Kings Point South Metropolitan District (the "District") on August 2, 2021; and

WHEREAS, pursuant to Section 32-1-204.5, C.R.S., as amended, and Section 122-29 of the City Code, an Amendment to the Service Plan (the "Service Plan Amendment") for the District has been submitted to the City Council; and

WHEREAS, pursuant to the provisions of Title 32, Article 1, C.R.S., as amended, and Chapter 122 of the City Code, the City Council is to hold a public hearing on the Service Plan Amendment for the District; and

WHEREAS, notice of the hearing before the City Council was duly published in the *Aurora Sentinel*, a newspaper of general circulation within the City, as required by law, and mailed to all interested persons, the Division of Local Government, and the governing body of each municipality and title 32 district that has levied an ad valorem tax within the next preceding tax year and that has boundaries within a radius of three miles of the District; and

WHEREAS, the Aurora Regional Improvement mill levy imposed within the City's model service plan allows for the formation of an Authority by three (3) or more districts to fund regional infrastructure with the pledge of their ARI mill levies collected from all member districts; and

WHEREAS, the District previously entered into that certain South Aurora Regional Improvement Authority Establishment Agreement (the "SARIA Establishment Agreement") and is a member district of the South Aurora Regional Improvement Authority ("SARIA"), and, consistent with the Service Plan and the SARIA Establishment Agreement, the District has pledged its ARI Mill Levy (as defined in the Service Plan) to SARIA; and

WHEREAS, the Service Plan Amendment provides that Section A of the definition of "ARI Mill Levy" in Section II of the Service Plan shall be deleted in its entirety and replaced with the following language: "For a district with property within its boundaries developed with any residential uses means the mill levy imposed for payment of the costs of the planning, design, permitting, construction, acquisition and financing of the improvements described in the ARI Master Plan, which: (i) shall be five (5) mills for collection beginning for each district in the first year of collection of a debt service mill levy by such district and continuing in each year thereafter through the twentieth (20th) year; and (ii) shall be five (5) mills from the twenty-first (21st) year through the fortieth (40th) year or the date of repayment of the debt incurred for Public Improvements, other than Regional Improvements, which ever first occurs; and (iii) for an

additional ten (10) years, the mill levy shall be thirty (30) mills;" and

WHEREAS, the Service Plan Amendment further provides that Section D of the definition of "ARI Mill Levy" in Section II of the Service Plan shall be deleted in its entirety and replaced with the following language: "If, on or after January 1, 2004, there are changes in the method of calculating assessed valuation or any constitutionally mandated tax credit, cut, or abatement, all mills described in this ARI Mill Levy definition may be increased or decreased to reflect such changes, such increases or decreases to be determined by the Board in good faith (such determination to be binding and final) so that to the extent possible, the actual tax revenues generated by the mill levy, as adjusted for changes occurring after January 1, 2004, are neither diminished nor enhanced as a result of such changes. For purposes of the foregoing, a change in the ratio of actual valuation shall be deemed to be a change in the method of calculating assessed valuation;" and

WHEREAS, the City Council has considered the Service Plan Amendment, and all other testimony and evidence presented at the hearing; and

WHEREAS, the City Council finds that the Service Plan Amendment should be approved unconditionally, as permitted by Sections 32-1-203(2) and 32-1-204.5(1)(a), C.R.S., as amended, and Section 122-34(a) of the City Code; and

WHEREAS, all legislative enactments must be in the form of ordinances pursuant to Section 5-1 of the Charter of the City of Aurora, Colorado and City Council Rule F.1 provides that an ordinance remains in effect until otherwise rescinded or amended by the City Council.

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

Section 1. The City Council hereby finds and determines that all of the requirements of Title 32, Article 1, Part 2, C.R.S., as amended, and Chapter 122 of the City Code relating to the filing of the Service Plan Amendment for the District has been fulfilled and that notice of the hearing was given in the time and manner required by law and that City Council has jurisdiction to act on the Service Plan Amendment.

Section 2. The City Council further determines that all pertinent facts, matters and issues were submitted at the public hearing; that all interested parties were heard or had the opportunity to be heard and that evidence satisfactory to the City Council of each of the following was presented:

a. There is sufficient existing and projected need for organized service in the area to be serviced by the District;

b. The existing service in the area to be served by the District is inadequate for present and projected needs;

c. The District is capable of providing economical and sufficient service to the area within their proposed boundaries;

d. The area included in the District has, or will have, the financial ability to discharge the proposed indebtedness on a reasonable basis;

e. Adequate service is not, or will not be, available to the area through the City, Adams County, or other existing municipal or quasi-municipal corporations, including other existing title 32 districts, within a reasonable time and on a comparable basis;

f. The facility and service standards of the District are compatible with the facility and service standards of the City;

g. The proposed Service Plan Amendment Plan is in substantial compliance with the comprehensive plan of the City as adopted pursuant to the City Code;

h. The proposed Service Plan Amendment is in compliance with any duly adopted City, regional, or state long-range water quality management plan for the area; and

i. The creation of the District will be in the best interests of the area proposed to be served.

Section 3. The City Council hereby approves the Service Plan Amendment for the District as submitted.

Section 4. The ARI Mill Levy defined in this Service Plan Amendment applies only to The Overlook at Kings Point South Metropolitan District. In all other instances the definition of ARI Mill Levy in City Code §122-26 shall remain in full force and effect.

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.

Section 7. All prior resolutions or any parts thereof, to the extent that they are inconsistent with this Ordinance, are hereby rescinded.

Section 8. Future amendments to the Intergovernmental Agreement Between the City and the District as well as amendments to the Service Plan shall be by resolution.

INTRODUCED, READ AND ORDERED PUBLISHED this _____ day of _____, 2025.

PASSED AND ORDERED PUBLISHED this _____ day of _____, 2025.

_____
MIKE COFFMAN, Mayor

ATTEST:

_____
KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

PETER A. SCHULTE, CITY ATTORNEY

By: _____ RLA
BRIAN J. RULLA, Assistant City Attorney

SpencerFane

File No. 5027332-0012

January 22, 2025

Office of Development Assistance
City of Aurora
15151 E. Alameda Pkwy
Aurora, CO 80012

Re: Proposed Service Plan Amendments for South Aurora Regional Improvement Authority ("SARIA") Member Districts; Revisions to ARI Mill Levies

To the Office of Development Assistance, City of Aurora:

I. Introduction

The South Aurora Regional Improvement Authority ("SARIA") is a contractually-established authority created for the purpose of funding regional transportation improvements in the southern portion of Aurora. SARIA was originally established by intergovernmental agreement in 2017 and currently includes as its members the City of Aurora (the "City") in addition to the following 22 individual metropolitan districts:

Beacon Point Metropolitan District
Blackstone Metropolitan District
Forest Trace Metropolitan District Nos. 1-3
Inspiration Metropolitan District
Kings Point South Metropolitan District Nos. 1-3
Overlook at Kings Point South Metropolitan District
Prairie Point Metropolitan District Nos. 1-3
Pronghorn Valley Metropolitan District
Senac South Metropolitan District Nos. 1-4
Sorrel Ranch Metropolitan District
Southlands Metropolitan District No. 2
Wheatlands Metropolitan District
Whispering Pines Metropolitan District No. 1

Submitted with this letter are proposed service plan amendments (the "Service Plan Amendments") to amend the service plans of all but nine of SARIA's member districts (excluding such nine districts, the "Amending Members"), along with resolutions of each of the Amending Members authorizing SARIA to submit the Service Plan Amendments to the City.

The Boards of Directors of all of the Amending Members have approved the Service Plan Amendments and have authorized SARIA, on behalf of the Amending Members, to process the Service Plan Amendments as one submittal with the City.

The limited purpose of the Service Plan Amendments is to modify the ARI Mill Levy of each Amending Member as set forth herein. No other changes are requested to the service plans of the Amending Members.

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II. Districts Not Proposing Service Plan Amendments

a. Beacon Point Metropolitan District; Blackstone Metropolitan District; Southlands Metropolitan District No. 2; and Wheatlands Metropolitan District

All of the SARIA member districts recently unanimously approved an ARI Master Plan No. 3. The purpose of ARI Master Plan No. 3, consistent with SARIA's establishing agreement, is to set forth details regarding the prioritization and funding of the next set of regional improvements by SARIA. A key component of ARI Master Plan No. 3, as further set forth therein, is that Beacon Point Metropolitan District, Blackstone Metropolitan District, Southlands Metropolitan District No. 2, and Wheatlands Metropolitan District (the "Limited Participants") will contribute their ARI Mill Levies to SARIA under ARI Master Plan No. 3 only through 2038. Because the Limited Participants will only contribute their ARI Mill Levies to SARIA through 2038, the changes proposed in the Service Plan Amendments would have no bearing on SARIA, and no amendments to their service plans are therefore required or requested by them at this time.

b. Forest Trace Metropolitan District No. 2

Forest Trace Metropolitan District No. 2 is not requesting an amendment to its service plan at this time because the district either is not expected at any time to issue debt and thus it will likely never impose an ARI Mill Levy, or it will include only commercial property, and under either circumstance the changes proposed in the Service Plan Amendments would not apply.

c. Senac South Metropolitan District Nos. 1-4

Senac South Metropolitan District Nos. 1-4 are also not requesting an amendment to their service plans at this time because the districts have expressed a preference not to alter their ARI Mill Levy as proposed in the Service Plan Amendments. This is not expected to adversely impact the Amending Members or SARIA, and the Amending Members and SARIA have determined nonetheless to proceed with the Service Plan Amendments.

III. SARIA Background

SARIA was organized for the limited purpose of financing "Regional Improvements" consistent with SARIA's establishing agreement and the service plans of each of SARIA's member districts.

SARIA does not and is not authorized under its establishing agreement to own, operate or maintain any public improvements.

SARIA also does not impose any taxes or fees. Rather, SARIA relies entirely upon revenues derived from each member district's ARI Mill Levy as set forth in the member districts' service plans (the "ARI Mill Levy(ies)") in order to finance Regional Improvements.

IV. Current ARI Mill Levy System

Currently, consistent with the City's Model Service Plan in place since 2004, the SARIA member districts' ARI Mill Levies are generally imposed, beginning the first year each district imposes a debt service mill levy, as follows:

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Tier 1: 1 mill from Years 1-20 ("Tier 1 Levy");

Tier 2: 5 mills Years 21-40, or the date of repayment of the district's debt, whichever first occurs ("Tier 2 Levy"); and

Tier 3: for an additional ten (10) years, the mill levy is equal to the average debt service mill levy imposed in the ten (10) years prior to the date of repayment of the district's debt ("Tier 3 Levy").

V. Limited Purpose of Proposed Service Plan Amendments

The limited purpose of the Service Plan Amendments is to modify the ARI Mill Levy of each Amending Member as set forth below. For clarity, all ARI Mill Levies discussed herein and as may be amended under the Service Plan Amendments shall be adjusted in accordance with each Amending Member's respective Service Plan to adjust for changes occurring after January 1, 2004. **No other changes are requested to the service plans of the Amending Members.**

The requested changes are as follows:

For Amending Members that currently have residents:

Tier 1 Levy: 1 mill from Years 1-20 (*unchanged*)

Tier 2 Levy: 5 mills for Years 21-40, or the date of repayment of the debt incurred for Public Improvements, other than Regional Improvements, which ever first occurs (*unchanged*); and

Tier 3 Levy: for an additional ten years, the mill levy shall be equal to the lesser of 30 mills or the mill levy imposed by such district in the tax year 2023 for collection in 2024.

For Amending Members that do not currently have residents:

Tier 1 Levy: 5 mills from Years 1-20 (*increased from 1 mill to 5 mills*);

Tier 2 Levy: 5 mills from Years 21-40, or the date of repayment of the debt incurred for Public Improvements, other than Regional Improvements, which ever first occurs (*unchanged*); and

Tier 3 Levy: for an additional ten years, the mill levy shall be 30 mills.

In addition, the Service Plan Amendments clarify that the Tier 3 Levy is to commence no later than year 40.

More specifically, the foregoing changes to the ARI Mill Levy for the Amending Members can be summarized, and the SARIA member districts can be broken out into four groups, as follows:

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“Group 1”:

Tier 1 Levy: 1 mill (*unchanged*)
Tier 2 Levy: 5 mills (*unchanged*)
Tier 3 Levy: 30 mills (*fixed at 30 mills*)

Forest Trace Metropolitan District No. 1 (2023/24 debt service mill levy = no levy imposed yet)
Forest Trace Metropolitan District No. 3 (2023/24 debt service mill levy = 56.440)
Inspiration Metropolitan District (2023/24 debt service mill levy = 34 mills)
Pronghorn Valley Metropolitan District (2023/24 debt service mill levy = 57.156)

“Group 2”:

Tier 1 Levy: 1 mill (*unchanged*)
Tier 2 Levy: 5 mills (*unchanged*)
Tier 3 Levy: 2023/24 debt service mill levy (*which is less than 30 mills*)

Sorrel Ranch Metropolitan District: Tier 3 Levy = 28.154 mills
Whispering Pines Metropolitan District No. 1: Tier 3 Levy = 26 mills

“Group 3” (No Current Residents):

Tier 1 Levy: 5 mills (*increased from 1 to 5*)
Tier 2 Levy: 5 mills (*unchanged*)
Tier 3 Levy: 30 mills (*fixed at 30 mills*)

Kings Point South Metropolitan District Nos. 1-3
Overlook at Kings Point South Metropolitan District
Prairie Point Metropolitan District Nos. 1-3

“Group 4” (No Service Plan Amendment Proposed):

Beacon Point Metropolitan District
Blackstone Metropolitan District
Forest Trace Metropolitan District No. 2
Senac South Metropolitan District Nos. 1-4
Southlands Metropolitan District No. 2
Wheatlands Metropolitan District

Again, for clarity, all ARI Mill Levies listed above and as may be amended under such Service Plan Amendments shall be adjusted in accordance with each Amending Member’s respective Service Plan to adjust for changes occurring after January 1, 2004.

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VI. Rationale and Benefits of Proposed Service Plan Amendments

As stated above, the proposed Service Plan Amendments have been approved individually by the Boards of Directors of all the Amending Members. The Service Plan Amendments are being submitted by SARIA to the City as one package on behalf of all the Amending Members in order to process them efficiently.

As currently defined in the service plans of the Amending Members, the ARI Mill Levy is complicated and, with regard to the Tier 3 Levy, simply cannot be accurately projected. For example, because the Tier 3 Levy is supposed to be "equal to the average debt service mill levy imposed in the ten (10) years prior to the date of repayment of the district's debt," a date that is for some districts more than 20 years in the future, it is impossible to know now what the Tier 3 Levy will actually be. This makes it difficult for the Amending Members to plan out their property tax levies into the future. It also means that the Tier 3 Levy may be impacted by long-term influences such as changing property values and changing Board priorities well into the future. Further, it makes the issuance of debt to finance Regional Improvements supported by the Amending Members' ARI mill levies difficult and thus more expensive to issue.

The Tier 3 Levy, while it is supposed to begin in year 40 or the date of repayment of the district's debt, whichever first occurs, cannot be calculated in year 40 if the district's debt is not yet repaid because the Tier 3 Levy is calculated based on the debt service mill levy rate in the 10 years prior to "repayment."

In order to resolve the foregoing issues, the Amending Members and SARIA initially proposed fixing the Tier 3 Levies of all Amending Members at 30 mills as an approximate average of currently projected Tier 3 Levies. However, a number of Amending Members already had a debt service mill levy below 30 mills. So, rather than setting the Tier 3 Levies at a rate higher than the current projection, the Amending Members settled upon a Tier 3 Levy fixed at the lesser of 30 mills or each district's current debt service mill levy. This is why the Amending Members are separated into Group 1 and Group 2, above.

Further, a subset of the Amending Members, identified as Group 3 above, are willing to increase their Tier 1 Levy from 1 mill to 5 mills. These districts are still in predevelopment stages and would generally not see an increase in their ARI Mill Levy for up to 20 years, unlike other members districts who are 10-20 years into the ARI Mill Levy timeline. By increasing their Tier 1 Levy, these Group 3 districts will contribute more to Regional Improvements by way of their increased Tier 1 Levy contributions in earlier years.

Finally, the Service Plan Amendments clarify an ambiguity as to the Tier 3 Levy by setting a defined Tier 3 Levy Rate in the scenario where a district has not paid off its debt by year 40.

VII. Summary of Benefits of Proposed Service Plan Amendments

The benefits of the proposed Service Plan Amendments to the Amending Members can be summarized as follows:

- Establishes a set Tier 3 Levy;
- Allows Amending Members to anticipate future property tax rates and assists in long-term planning;
- Protects against any factors that would otherwise increase the Tier 3 Levy;

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- Allows for more certain revenue projections to aid in financing Regional Improvements;
- Increases Tier 1 Levy revenue from the Group 3 Amending Members to better support Regional Improvements; and
- Clarifies the Tier 3 Levy in the circumstances when a district has not paid off its debt by year 40 by setting a defined Tier 3 Levy Rate.

VIII. Summary and Request

In closing, on behalf of the Amending Members and SARIA, we respectfully request that the Aurora City Council approve the enclosed Service Plan Amendments.

Sincerely,

/s/ Thomas N. George

Tom George
Spencer Fane LLP

Encs.

RESOLUTION OF THE BOARD OF DIRECTORS OF THE OVERLOOK AT KINGS POINT SOUTH METROPOLITAN DISTRICT APPROVING SERVICE PLAN AMENDMENT

WHEREAS, the City of Aurora previously approved the Service Plan (the "**Service Plan**") for The Overlook at Kings Point South Metropolitan District (the "**District**") on August 2, 2021;

WHEREAS, the District previously entered into that certain South Aurora Regional Improvement Authority Establishment Agreement (the "**SARIA Establishment Agreement**") and is a member district of the South Aurora Regional Improvement Authority ("**SARIA**"), and, consistent with the Service Plan and the SARIA Establishment Agreement, the District has pledged its ARI Mill Levy (as defined in the Service Plan) to SARIA;

WHEREAS, SARIA previously issued special revenue bonds to fund, in part, regional improvements consistent with the SARIA Establishment Agreement, and SARIA desires to issue additional debt to finance additional regional improvements, but SARIA has determined that the ARI Mill Levy as currently set forth in the Service Plan poses various challenges to the issuance of debt funded by the ARI Mill Levy of the District and all other districts that are parties to the SARIA Establishment Agreement; and

WHEREAS, the Board of Directors of the District (the "**Board**") has determined that an amendment to the Service Plan is necessary to make certain revisions to the ARI Mill Levy in order to facilitate the issuance of debt by SARIA to fund additional regional improvements for the benefit of SARIA, the District, the other districts that are parties to the SARIA Establishment Agreement, and their collective and respective residents, owners, taxpayers and constituents, as set forth herein.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE OVERLOOK AT KINGS POINT SOUTH METROPOLITAN DISTRICT AS FOLLOWS:

1. The Board hereby approves the amendment to the Service Plan attached hereto as **Exhibit A** and incorporated by reference herein (the "**Service Plan Amendment**").

2. The Board directs and authorizes the District's manager, legal counsel, accountant and/or other consultants, in coordination with each other, to submit the Service Plan Amendment to the City of Aurora for consideration and to take any and all actions reasonably necessary to obtain the City of Aurora's full and final approval of the Service Plan Amendment.

3. The Board further authorizes SARIA and its manager, legal counsel, accountant and/or other consultants, in coordination with the District's consultants, to submit the Service Plan Amendment to the City of Aurora for consideration and to take any and all actions reasonably necessary to obtain the City of Aurora's full and final approval of the Service Plan Amendment on behalf of the District.

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ADOPTED AND EFFECTIVE THIS 17th day of November, 2023.

THE OVERLOOK AT KINGS POINT SOUTH METROPOLITAN DISTRICT

/s/: David Prusse

Name: David Prusse

Title: President

ATTEST:

/s/:

Name: David Solin

Title: District Manager/Secretary

Doc ID: 147357e44561edbb1b184f80aefdfd1dabb78ef7

Exhibit A to Resolution

Doc ID: 147357e44561edbb1b184f80aefdfd1dabb78ef7

AMENDMENT
TO
SERVICE PLAN
FOR
THE OVERLOOK AT KINGS POINT SOUTH METROPOLITAN DISTRICT

City of Aurora, Colorado

Service Plan approved by the City of Aurora on August 2, 2021

This Amendment Dated _____, 202__

Doc ID: 147357e44561edbb1b184f80aefdfd1dabb78ef7

I. INTRODUCTION AND PURPOSE OF FIRST AMENDMENT

The City of Aurora approved the Service Plan (the "Service Plan") for The Overlook at Kings Point South Metropolitan District (the "District") on August 2, 2021. This Amendment to Service Plan ("Amendment") is intended to be read in conjunction with the Service Plan.

Since the time the Service Plan was approved, the District entered into that certain South Aurora Regional Improvement Authority Establishment Agreement (the "SARIA Establishment Agreement") and is a member district of the South Aurora Regional Improvement Authority ("SARIA"). The SARIA Establishment Agreement is considered an ARI Establishment Agreement and SARIA is considered an ARI Authority pursuant to the Service Plan, as those terms are defined in the Service Plan.

Consistent with the Service Plan and the SARIA Establishment Agreement, the District has pledged its ARI Mill Levy to SARIA.

SARIA previously issued its Special Revenue Bonds, Series 2018, to fund, in part, Regional Improvements consistent with the SARIA Establishment Agreement (the "Regional Improvements," as defined in the SARIA Establishment Agreement). SARIA desires to issue additional debt to finance additional Regional Improvements, but has determined that the ARI Mill Levy as currently set forth in the Service Plan poses various challenges to the issuance of debt funded by the ARI Mill Levy of the District and all other districts that are party to the SARIA Establishment Agreement.

The District, as well as SARIA and all the other districts that are parties to the SARIA Establishment Agreement, have determined that certain revisions to the ARI Mill Levy as set forth in the service plans of each of the districts, by way of this Amendment, will facilitate the issuance of debt by SARIA to fund additional Regional Improvements for the benefit of SARIA, the District, the other districts that are parties to the SARIA Establishment Agreement, and their collective and respective residents, owners, taxpayers and constituents.

The limited purpose of this Amendment is to amend the Service Plan's definition of ARI Mill Levy as further set forth below.

II. AMENDMENT

The District's Service Plan is hereby amended as follows:

Section A of the definition of "ARI Mill Levy" in Section II of the Service Plan shall be deleted in its entirety and replaced with the following language:

> A. For a district with property within its boundaries developed with any residential uses means the mill levy imposed for payment of the costs of the planning, design, permitting, construction, acquisition and financing of the improvements described in the ARI Master Plan, which: (i) shall be five (5) mills

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for collection beginning for each district in the first year of collection of a debt service mill levy by such district and continuing in each year thereafter through the twentieth (20th) year; and (ii) shall be five (5) mills from the twenty-first (21st) year through the fortieth (40th) year or the date of repayment of the debt incurred for Public Improvements, other than Regional Improvements, which ever first occurs; and (iii) for an additional ten (10) years, the mill levy shall be thirty (30) mills; and

Additionally, Section D of the definition of "ARI Mill Levy" in Section II of the Service Plan shall be deleted in its entirety and replaced with the following language:

D. If, on or after January 1, 2004, there are changes in the method of calculating assessed valuation or any constitutionally mandated tax credit, cut, or abatement, all mills described in this ARI Mill Levy definition may be increased or decreased to reflect such changes, such increases or decreases to be determined by the Board in good faith (such determination to be binding and final) so that to the extent possible, the actual tax revenues generated by the mill levy, as adjusted for changes occurring after January 1, 2004, are neither diminished nor enhanced as a result of such changes. For purposes of the foregoing, a change in the ratio of actual valuation shall be deemed to be a change in the method of calculating assessed valuation.

III. CONDITIONAL EFFECTIVENESS OF AMENDMENT; REFUNDING OF 2018 BONDS AS CONDITION PRECEDENT

It is acknowledged that SARIA previously issued its South Aurora Regional Improvement Authority Special Revenue Bonds, Series 2018, in the original amount of $11,265,000, on December 19, 2018 (the "2018 Bonds"). It is further acknowledged that the 2018 Bonds are secured, in part, by the pledge of the District's ARI Mill Levy as such ARI Mill Levy is defined in the District's Service Plan prior to this Amendment. Nothing in this Amendment is intended to alter, amend, limit or otherwise affect the ARI Mill Levy as pledged toward the 2018 Bonds.

Therefore, it is expressly stated that this Amendment shall only take effect upon the condition precedent that the 2018 Bonds are refunded, repaid, defeased, or otherwise paid in full, and this Amendment shall not be of any force and effect unless and until the 2018 Bonds are refunded, repaid, defeased, or otherwise paid in full.

IV. EFFECT OF AMENDMENT

All capitalized terms used but not otherwise defined in this Amendment shall have the definitions ascribed to them in the Service Plan. Except as specifically amended as set forth above, all other provisions of the Service Plan shall remain in full force and effect. To the extent there are any inconsistencies between this Amendment and the Service Plan, this Amendment shall control.

V. REQUESTED APPROVAL

It is hereby requested that the City Council of the City of Aurora, Colorado, which has jurisdiction to approve this Amendment by virtue of Section 32-1-207(2) C.R.S., *et seq.*, as

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amended, adopt a resolution of approval which approves this Amendment to the Service Plan as submitted.

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AMENDMENT
TO
SERVICE PLAN
FOR
THE OVERLOOK AT KINGS POINT SOUTH METROPOLITAN DISTRICT

City of Aurora, Colorado

Service Plan approved by the City of Aurora on August 2, 2021

This Amendment Dated August 12, 2024

Doc ID: 147357e44561edbb1b184f80aefdfd1dabb78ef7

I. INTRODUCTION AND PURPOSE OF FIRST AMENDMENT

The City of Aurora approved the Service Plan (the "Service Plan") for The Overlook at Kings Point South Metropolitan District (the "District") on August 2, 2021. This Amendment to Service Plan ("Amendment") is intended to be read in conjunction with the Service Plan.

Since the time the Service Plan was approved, the District entered into that certain South Aurora Regional Improvement Authority Establishment Agreement (the "SARIA Establishment Agreement") and is a member district of the South Aurora Regional Improvement Authority ("SARIA"). The SARIA Establishment Agreement is considered an ARI Establishment Agreement and SARIA is considered an ARI Authority pursuant to the Service Plan, as those terms are defined in the Service Plan.

Consistent with the Service Plan and the SARIA Establishment Agreement, the District has pledged its ARI Mill Levy to SARIA.

SARIA previously issued its Special Revenue Bonds, Series 2018, to fund, in part, Regional Improvements consistent with the SARIA Establishment Agreement (the "Regional Improvements," as defined in the SARIA Establishment Agreement). SARIA desires to issue additional debt to finance additional Regional Improvements, but has determined that the ARI Mill Levy as currently set forth in the Service Plan poses various challenges to the issuance of debt funded by the ARI Mill Levy of the District and all other districts that are party to the SARIA Establishment Agreement.

The District, as well as SARIA and all the other districts that are parties to the SARIA Establishment Agreement, have determined that certain revisions to the ARI Mill Levy as set forth in the service plans of each of the districts, by way of this Amendment, will facilitate the issuance of debt by SARIA to fund additional Regional Improvements for the benefit of SARIA, the District, the other districts that are parties to the SARIA Establishment Agreement, and their collective and respective residents, owners, taxpayers and constituents.

The limited purpose of this Amendment is to amend the Service Plan's definition of ARI Mill Levy as further set forth below.

II. AMENDMENT

The District's Service Plan is hereby amended as follows:

Section A of the definition of "ARI Mill Levy" in Section II of the Service Plan shall be deleted in its entirety and replaced with the following language:

> A. For a district with property within its boundaries developed with any residential uses means the mill levy imposed for payment of the costs of the planning, design, permitting, construction, acquisition and financing of the improvements described in the ARI Master Plan, which: (i) shall be five (5) mills

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for collection beginning for each district in the first year of collection of a debt service mill levy by such district and continuing in each year thereafter through the twentieth (20th) year; and (ii) shall be five (5) mills from the twenty-first (21st) year through the fortieth (40th) year or the date of repayment of the debt incurred for Public Improvements, other than Regional Improvements, which ever first occurs; and (iii) for an additional ten (10) years, the mill levy shall be thirty (30) mills; and

Additionally, Section D of the definition of "ARI Mill Levy" in Section II of the Service Plan shall be deleted in its entirety and replaced with the following language:

D. If, on or after January 1, 2004, there are changes in the method of calculating assessed valuation or any constitutionally mandated tax credit, cut, or abatement, all mills described in this ARI Mill Levy definition may be increased or decreased to reflect such changes, such increases or decreases to be determined by the Board in good faith (such determination to be binding and final) so that to the extent possible, the actual tax revenues generated by the mill levy, as adjusted for changes occurring after January 1, 2004, are neither diminished nor enhanced as a result of such changes. For purposes of the foregoing, a change in the ratio of actual valuation shall be deemed to be a change in the method of calculating assessed valuation.

III. CONDITIONAL EFFECTIVENESS OF AMENDMENT; REFUNDING OF 2018 BONDS AS CONDITION PRECEDENT

It is acknowledged that SARIA previously issued its South Aurora Regional Improvement Authority Special Revenue Bonds, Series 2018, in the original amount of $11,265,000, on December 19, 2018 (the "2018 Bonds"). It is further acknowledged that the 2018 Bonds are secured, in part, by the pledge of the District's ARI Mill Levy as such ARI Mill Levy is defined in the District's Service Plan prior to this Amendment. Nothing in this Amendment is intended to alter, amend, limit or otherwise affect the ARI Mill Levy as pledged toward the 2018 Bonds.

Therefore, it is expressly stated that this Amendment shall only take effect upon the condition precedent that the 2018 Bonds are refunded, repaid, defeased, or otherwise paid in full, and this Amendment shall not be of any force and effect unless and until the 2018 Bonds are refunded, repaid, defeased, or otherwise paid in full.

IV. EFFECT OF AMENDMENT

All capitalized terms used but not otherwise defined in this Amendment shall have the definitions ascribed to them in the Service Plan. Except as specifically amended as set forth above, all other provisions of the Service Plan shall remain in full force and effect. To the extent there are any inconsistencies between this Amendment and the Service Plan, this Amendment shall control.

V. REQUESTED APPROVAL

It is hereby requested that the City Council of the City of Aurora, Colorado, which has jurisdiction to approve this Amendment by virtue of Section 32-1-207(2) C.R.S., *et seq.*, as

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amended, adopt a resolution of approval which approves this Amendment to the Service Plan as submitted.

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Dropbox Sign

Audit trail

Title	Overlook at Kings Point / SARIA Amendment
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Status	● Signed

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COMPLETED	**08 / 07 / 2024** 22:23:14 UTC	The document has been completed.

CITY OF AURORA
Council Agenda Commentary

Item Title: Prairie Point Metropolitan District No. 1 Service Plan Amendment (Ordinance) – PH
Item Initiator: Michael Kerrigan, Special District Administrator, Development Services
Staff Source/Legal Source: Michael Kerrigan, Special District Administrator, Development Services / Brian Rulla, Assistant City Attorney
Outside Speaker: Tom George, Spencer Fane LLP
Council Goal: 2012: 6.0--Provide a well-managed and financially strong City

COUNCIL MEETING DATES:

Study Session: 2/24/2025

Regular Meeting: 3/12/2025

2nd Regular Meeting (if applicable): 3/24/2025

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)

Michael Kerrigan, Special District Administrator, Development Services / Brian Rulla, Assistant City Attorney
Outside Speaker: Tom George, Spencer Fane LLP

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: Management & Finance

Policy Committee Date: 2/6/2025

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 Prairie Point Metropolitan District No. 1 (the "District") was created to plan, design, acquire, construct, install, relocate, finance, own, operate, and maintain the public improvements necessary to develop the future project to be known as Kings Point North generally located north of the future extension of S. Aurora Parkway and E-470. City Council approved the Second Amended and Restated Service Plan for the District in April 2024.

The approved Service Plan requires the District to impose the Aurora Regional Improvement ("ARI") mill levy to fund the planning, design, permitting, construction, acquisition, and financing of regional street and transportation related improvements that benefit the service area of the District. The improvement projects to be funded by the ARI are intended to be large, regional projects that have limited funding sources available. The ARI Mill Levy for the District fall into two general categories based upon land usage and the ARI Mill Levy increases over time.

Residential metro districts:

- Tier 1- 1 mill in years 1-20.
- Tier 2- 5 mills in years 21-40 or the year of debt repayment whichever occurs first.
- Tier 3- Average of last 10 years debt service mills in years 41-50.

Commercial (non-residential) districts:

- Tier 1- 1 mill in years 1-20.
- Tier 2- 1.5 mills in years 21-40.
- Tier 3- Lesser of 20 mills or average of last 10 years debt service mills in years 41-45.

Additionally, the District is provided three options for how the ARI Mill Levy funds are to be managed:

1. Establish or join an ARI Authority with three or more other metropolitan districts; the ARI Authority then directs the use of funds.
2. Execute an IGA with the City which directs the use of funds.
3. Convey the funds to the City at which point the City determines how to use the funds.

In 2017 the District entered into an establishment agreement to form the South Aurora Regional Improvement Authority (SARIA). SARIA was created to use the ARI Mill Levy revenue from its member districts to fund regional transportation infrastructure projects. The following 22 Metropolitan Districts are members of the authority, and districts marked with an asterisk currently have residents:

- Beacon Point Metropolitan District*
- Blackstone Metropolitan District*
- Forest Trace Metropolitan Districts Nos. 1-3 * (only Districts 1 and 3 have residents)
- Inspiration Metropolitan District*

- Kings Point South Metropolitan Districts Nos. 1-3
- Overlook at Kings Point South Metropolitan District
- Prairie Point Metropolitan District Nos. 1-3
- Pronghorn Valley Metropolitan District*
- Senac South Metropolitan Districts Nos. 1-4
- Sorrel Ranch Metropolitan District*
- Southlands Metropolitan District No. 2*
- Wheatlands Metropolitan District*
- Whispering Pines Metropolitan District No. 1*

Each of these districts, with the exception of Beacon Point Metropolitan District, Blackstone Metropolitan District, Forest Trace Metropolitan District No. 2, Senac South Metropolitan District Nos. 1-4, Southlands Metropolitan District No. 2, and Wheatlands Metropolitan District are requesting amendments to their Service Plans to update the ARI Mill Levy language.

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

The service plan amendment is limited in scope to amend the ARI Mill Levy. SARIA is currently planning to refund its existing debt in an effort to achieve savings. With the refunding, SARIA will also issue new bonds and the proceeds of which will be used to further the purposes of its establishment agreement. The service plan amendments clarify an uncertainty for the tier 3 ARI Mill Levy. The current ARI Mill Levy language is written such that the tier 3 ARI Mill Levy will not be known until 40 to 50 years in the future, this uncertainty poses a risk for the bond market. The adjusted ARI Mill Levy definition changed with this service plan amendment provides a known fixed mill levy today for the tier 3 ARI Mill Levy, thereby providing more certainty for the bond market which in turn should bring more favorable financing for the upcoming SARIA bond issuance.

The amended ARI Mill Levy definitions are shown below for each SARIA member district, the specific treatment for the District is highlighted in red.

Group 1- member districts with residents and no current debt mill levy or current debt mill levy greater than 30 mills:

- Tier 1- 1 mill (amount and time period unchanged)
- Tier 2- 5 mills (amount and time period unchanged)
- Tier 3- 30 mills (time period unchanged, amount fixed at 30 mills)

Forest Trace Metropolitan District No. 1 (no 2023/24 debt service levy imposed)
Forest Trace Metropolitan District No. 3 (2023/24 debt service levy = 56.440
Inspiration Metropolitan District (2023/24 debt service levy = 34 mills)
Pronghorn Valley Metropolitan District (2023/24 debt service levy = 57.156)

Group 2- member districts with current debt mill levies less than 30 mills:

- Tier 1- 1 mill (amount and time period unchanged)
- Tier 2- 5 mills (amount and time period unchanged)
- Tier 3- Lesser of 30 mills or 2023/24 debt service mill levy (time period unchanged, amount changed to be reflective of current debt service mill levy)

Sorrel Ranch Metropolitan District: Tier 3 = 28.154 mills
Whispering Pines Metropolitan District No. 1: Tier 3 = 26 mills

Group 3- member districts with no residents and no current debt mill levy:

- Tier 1- 5 mills (time period unchanged, amount increased from 1 to 5)
- Tier 2- 5 mills (amount and time period unchanged)
- Tier 3- 30 mills (time period unchanged, amount changed to be fixed at 30 mills)

Kings Point South Metropolitan District Nos. 1-3
Overlook at Kings Point South Metropolitan District
Prairie Point Metropolitan District Nos. 1-3

Group 4- member districts with no Service Plan Amendment Proposed:
Beacon Point Metropolitan District
Blackstone Metropolitan District
Forest Trace Metropolitan District No. 2
Senac South Metropolitan District Nos. 1-4
Southlands Metropolitan District No. 2
Wheatlands Metropolitan District

In addition to the Service Plan Amendments, there are four accompanying IGAs. The Transportation Impact Fee agreement will be presented concurrently with the amendments. IGAs for the Gun Club Road, Aurora Parkway Improvements, and Gartrell Road Improvements projects will be presented at a future TAPS committee meeting.

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 forward this item to the Regular City Council Meeting as proposed?

LEGAL COMMENTS

Title 32, Article 1, C.R.S., as amended, and Section 122-36(b) of the City Code each provide that material modifications to an approved metropolitan district service plan may be made by the board of directors of a district only by petition to and approval by the City Council in substantially the same manner as provided for in the approval for an original service plan.

Section 122-32 of the City Code requires that the City Council conduct a public hearing regarding approval of the proposed district and its service plan. Therefore, a public hearing is required prior to material modifications of the service plan pursuant to Section 122-36(b).

Section 122-30(21) further requires that the special district enter into a written agreement with the City. The proposed Intergovernmental Agreement satisfies the requirements set forth therein. As the proposed Agreement is with another governmental entity, a resolution is required to authorize its execution. (City Charter Section 10-12.)

All legislative enactments must be in the form of ordinances pursuant to Section 5-1 of the Charter of the City of Aurora, Colorado and City Council Rule F.1 provides that an ordinance remains in effect until otherwise rescinded or amended by the City Council.

(Rulla)

ORDINANCE NO. 2025-__

A BILL

FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO APPROVING AN AMENDMENT TO THE SECOND AMENDED AND RESTATED SERVICE PLAN FOR PRAIRIE POINT METROPOLITAN DISTRICT NO. 1

WHEREAS, on September 17, 2001, the City of Aurora (the "City") approved the Consolidated Service Plan for Kings Point Metropolitan District Nos. 1 and 2 (the "Service Plan");

WHEREAS, on August 22, 2005, the City approved the First Amended and Restated Service Plan for Kings Point Metropolitan District No. 1 (the "First Amended and Restated Service Plan"), replacing the Service Plan in its entirety for the purposes of Kings Point Metropolitan District No. 1 (the "District");

WHEREAS, on May 9, 2022, the District changed its name to Prairie Point Metropolitan District No. 1 pursuant to an Order Granting Petition for Name Change granted by the Arapahoe County District Court and recorded with the Arapahoe County Clerk and Recorder;

WHEREAS, on April 22, 2024, the City approved the Second Amended and Restated Service Plan for Prairie Point Metropolitan District No. 1 (the "Second Amended and Restated Service Plan"), replacing the First Amended and Restated Service Plan in its entirety;

WHEREAS, pursuant to Section 32-1-204.5, C.R.S., as amended, and Section 122-29 of the City Code, an Amendment to the Second Amended and Restated Service Plan (the "Service Plan Amendment") for the District has been submitted to the City Council; and

WHEREAS, pursuant to the provisions of Title 32, Article 1, C.R.S., as amended, and Chapter 122 of the City Code, the City Council is to hold a public hearing on the Service Plan Amendment for the District; and

WHEREAS, notice of the hearing before the City Council was duly published in the *Aurora Sentinel*, a newspaper of general circulation within the City, as required by law, and mailed to all interested persons, the Division of Local Government, and the governing body of each municipality and title 32 district that has levied an ad valorem tax within the next preceding tax year and that has boundaries within a radius of three miles of the District; and

WHEREAS, the Aurora Regional Improvement mill levy imposed within the City's model service plan allows for the formation of an Authority by three (3) or more districts to fund regional infrastructure with the pledge of their ARI mill levies collected from all member districts; and

WHEREAS, the District previously entered into that certain South Aurora Regional Improvement Authority Establishment Agreement (the "SARIA Establishment Agreement") and is a member district of the South Aurora Regional Improvement Authority ("SARIA"), and, consistent with the Service Plan and the SARIA Establishment Agreement, the District has pledged its ARI Mill Levy (as defined in the Service Plan) to SARIA;

WHEREAS, the Service Plan Amendment provides that Section A of the definition of "ARI Mill Levy" in Section II of the Second Amended and Restated Service Plan shall be deleted in its entirety and replaced with the following language: "For a district with property within its boundaries developed with any residential uses means the mill levy imposed for payment of the costs of the planning, design, permitting, construction, acquisition and financing of the improvements described in the ARI Master Plan, which: (i) shall be five (5) mills for collection beginning for each district in the first year of collection of a debt service mill levy by such district and continuing in each year thereafter through the twentieth (20th) year; and (ii) shall be five (5) mills from the twenty-first (21st) year through the fortieth (40th) year or the date of repayment of the debt incurred for Public Improvements, other than Regional Improvements, which ever first occurs; and (iii) for an additional ten (10) years, the mill levy shall be thirty (30) mills;" and

WHEREAS, the Service Plan Amendment further provides that Section D of the definition of "ARI Mill Levy" in Section II of the Second Amended and Restated Service Plan shall be deleted in its entirety and replaced with the following language: "If, on or after January 1, 2004, there are changes in the method of calculating assessed valuation or any constitutionally mandated tax credit, cut, or abatement, all mills described in this ARI Mill Levy definition may be increased or decreased to reflect such changes, such increases or decreases to be determined by the Board in good faith (such determination to be binding and final) so that to the extent possible, the actual tax revenues generated by the mill levy, as adjusted for changes occurring after January 1, 2004, are neither diminished nor enhanced as a result of such changes. For purposes of the foregoing, a change in the ratio of actual valuation shall be deemed to be a change in the method of calculating assessed valuation;" and

WHEREAS, the City Council has considered the Service Plan Amendment, and all other testimony and evidence presented at the hearing; and

WHEREAS, the City Council finds that the Service Plan Amendment should be approved unconditionally, as permitted by Sections 32-1-203(2) and 32-1-204.5(1)(a), C.R.S., as amended, and Section 122-34(a) of the City Code; and

WHEREAS, all legislative enactments must be in the form of ordinances pursuant to Section 5-1 of the Charter of the City of Aurora, Colorado and City Council Rule F.1 provides that an ordinance remains in effect until otherwise rescinded or amended by the City Council.

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

Section 1. The City Council hereby finds and determines that all of the requirements of Title 32, Article 1, Part 2, C.R.S., as amended, and Chapter 122 of the City Code relating to the filing of the Service Plan Amendment for the District has been fulfilled and that notice of the hearing was given in the time and manner required by law and that City Council has jurisdiction to act on the Service Plan Amendment.

Section 2. The City Council further determines that all pertinent facts, matters and issues were submitted at the public hearing; that all interested parties were heard or had the

opportunity to be heard and that evidence satisfactory to the City Council of each of the following was presented:

a. There is sufficient existing and projected need for organized service in the area to be serviced by the District;

b. The existing service in the area to be served by the District is inadequate for present and projected needs;

c. The District is capable of providing economical and sufficient service to the area within their proposed boundaries;

d. The area included in the District has, or will have, the financial ability to discharge the proposed indebtedness on a reasonable basis;

e. Adequate service is not, or will not be, available to the area through the City, Adams County, or other existing municipal or quasi-municipal corporations, including other existing title 32 districts, within a reasonable time and on a comparable basis;

f. The facility and service standards of the District are compatible with the facility and service standards of the City;

g. The proposed Service Plan Amendment Plan is in substantial compliance with the comprehensive plan of the City as adopted pursuant to the City Code;

h. The proposed Service Plan Amendment is in compliance with any duly adopted City, regional, or state long-range water quality management plan for the area; and

i. The creation of the District will be in the best interests of the area proposed to be served.

Section 3. The City Council hereby approves the Service Plan Amendment for the District as submitted.

Section 4. The ARI Mill Levy defined in this Service Plan Amendment applies only to Prairie Point Metropolitan District No. 1. In all other instances the definition of ARI Mill Levy in City Code §122-26 shall remain in full force and effect.

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.

Section 7. All prior resolutions or any parts thereof, to the extent that they are inconsistent with this Ordinance, are hereby rescinded.

Section 8. Future amendments to the Intergovernmental Agreement Between the City and the District as well as amendments to the Service Plan shall be by resolution.

INTRODUCED, READ AND ORDERED PUBLISHED this _____ day of _____, 2025.

PASSED AND ORDERED PUBLISHED this _____ day of _____, 2025.

_____
MIKE COFFMAN, Mayor

ATTEST:

_____
KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

PETER A. SCHULTE, CITY ATTORNEY

By: _____ RLA
BRIAN J. RULLA, Assistant City Attorney

SpencerFane

File No. 5027332-0012

January 22, 2025

Office of Development Assistance
City of Aurora
15151 E. Alameda Pkwy
Aurora, CO 80012

Re: Proposed Service Plan Amendments for South Aurora Regional Improvement Authority ("SARIA") Member Districts; Revisions to ARI Mill Levies

To the Office of Development Assistance, City of Aurora:

I. Introduction

The South Aurora Regional Improvement Authority ("SARIA") is a contractually-established authority created for the purpose of funding regional transportation improvements in the southern portion of Aurora. SARIA was originally established by intergovernmental agreement in 2017 and currently includes as its members the City of Aurora (the "City") in addition to the following 22 individual metropolitan districts:

Beacon Point Metropolitan District
Blackstone Metropolitan District
Forest Trace Metropolitan District Nos. 1-3
Inspiration Metropolitan District
Kings Point South Metropolitan District Nos. 1-3
Overlook at Kings Point South Metropolitan District
Prairie Point Metropolitan District Nos. 1-3
Pronghorn Valley Metropolitan District
Senac South Metropolitan District Nos. 1-4
Sorrel Ranch Metropolitan District
Southlands Metropolitan District No. 2
Wheatlands Metropolitan District
Whispering Pines Metropolitan District No. 1

Submitted with this letter are proposed service plan amendments (the "Service Plan Amendments") to amend the service plans of all but nine of SARIA's member districts (excluding such nine districts, the "Amending Members"), along with resolutions of each of the Amending Members authorizing SARIA to submit the Service Plan Amendments to the City.

The Boards of Directors of all of the Amending Members have approved the Service Plan Amendments and have authorized SARIA, on behalf of the Amending Members, to process the Service Plan Amendments as one submittal with the City.

The limited purpose of the Service Plan Amendments is to modify the ARI Mill Levy of each Amending Member as set forth herein. No other changes are requested to the service plans of the Amending Members.

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II. Districts Not Proposing Service Plan Amendments

a. Beacon Point Metropolitan District; Blackstone Metropolitan District; Southlands Metropolitan District No. 2; and Wheatlands Metropolitan District

All of the SARIA member districts recently unanimously approved an ARI Master Plan No. 3. The purpose of ARI Master Plan No. 3, consistent with SARIA's establishing agreement, is to set forth details regarding the prioritization and funding of the next set of regional improvements by SARIA. A key component of ARI Master Plan No. 3, as further set forth therein, is that Beacon Point Metropolitan District, Blackstone Metropolitan District, Southlands Metropolitan District No. 2, and Wheatlands Metropolitan District (the "Limited Participants") will contribute their ARI Mill Levies to SARIA under ARI Master Plan No. 3 only through 2038. Because the Limited Participants will only contribute their ARI Mill Levies to SARIA through 2038, the changes proposed in the Service Plan Amendments would have no bearing on SARIA, and no amendments to their service plans are therefore required or requested by them at this time.

b. Forest Trace Metropolitan District No. 2

Forest Trace Metropolitan District No. 2 is not requesting an amendment to its service plan at this time because the district either is not expected at any time to issue debt and thus it will likely never impose an ARI Mill Levy, or it will include only commercial property, and under either circumstance the changes proposed in the Service Plan Amendments would not apply.

c. Senac South Metropolitan District Nos. 1-4

Senac South Metropolitan District Nos. 1-4 are also not requesting an amendment to their service plans at this time because the districts have expressed a preference not to alter their ARI Mill Levy as proposed in the Service Plan Amendments. This is not expected to adversely impact the Amending Members or SARIA, and the Amending Members and SARIA have determined nonetheless to proceed with the Service Plan Amendments.

III. SARIA Background

SARIA was organized for the limited purpose of financing "Regional Improvements" consistent with SARIA's establishing agreement and the service plans of each of SARIA's member districts.

SARIA does not and is not authorized under its establishing agreement to own, operate or maintain any public improvements.

SARIA also does not impose any taxes or fees. Rather, SARIA relies entirely upon revenues derived from each member district's ARI Mill Levy as set forth in the member districts' service plans (the "ARI Mill Levy(ies)") in order to finance Regional Improvements.

IV. Current ARI Mill Levy System

Currently, consistent with the City's Model Service Plan in place since 2004, the SARIA member districts' ARI Mill Levies are generally imposed, beginning the first year each district imposes a debt service mill levy, as follows:

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Tier 1: 1 mill from Years 1-20 ("Tier 1 Levy");

Tier 2: 5 mills Years 21-40, or the date of repayment of the district's debt, whichever first occurs ("Tier 2 Levy"); and

Tier 3: for an additional ten (10) years, the mill levy is equal to the average debt service mill levy imposed in the ten (10) years prior to the date of repayment of the district's debt ("Tier 3 Levy").

V. Limited Purpose of Proposed Service Plan Amendments

The limited purpose of the Service Plan Amendments is to modify the ARI Mill Levy of each Amending Member as set forth below. For clarity, all ARI Mill Levies discussed herein and as may be amended under the Service Plan Amendments shall be adjusted in accordance with each Amending Member's respective Service Plan to adjust for changes occurring after January 1, 2004. **No other changes are requested to the service plans of the Amending Members.**

The requested changes are as follows:

For Amending Members that currently have residents:

Tier 1 Levy: 1 mill from Years 1-20 (*unchanged*)

Tier 2 Levy: 5 mills for Years 21-40, or the date of repayment of the debt incurred for Public Improvements, other than Regional Improvements, which ever first occurs (*unchanged*); and

Tier 3 Levy: for an additional ten years, the mill levy shall be equal to the lesser of 30 mills or the mill levy imposed by such district in the tax year 2023 for collection in 2024.

For Amending Members that do not currently have residents:

Tier 1 Levy: 5 mills from Years 1-20 (*increased from 1 mill to 5 mills*);

Tier 2 Levy: 5 mills from Years 21-40, or the date of repayment of the debt incurred for Public Improvements, other than Regional Improvements, which ever first occurs (*unchanged*); and

Tier 3 Levy: for an additional ten years, the mill levy shall be 30 mills.

In addition, the Service Plan Amendments clarify that the Tier 3 Levy is to commence no later than year 40.

More specifically, the foregoing changes to the ARI Mill Levy for the Amending Members can be summarized, and the SARIA member districts can be broken out into four groups, as follows:

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“Group 1”:

Tier 1 Levy: 1 mill (*unchanged*)
Tier 2 Levy: 5 mills (*unchanged*)
Tier 3 Levy: 30 mills (*fixed at 30 mills*)

Forest Trace Metropolitan District No. 1 (2023/24 debt service mill levy = no levy imposed yet)
Forest Trace Metropolitan District No. 3 (2023/24 debt service mill levy = 56.440)
Inspiration Metropolitan District (2023/24 debt service mill levy = 34 mills)
Pronghorn Valley Metropolitan District (2023/24 debt service mill levy = 57.156)

“Group 2”:

Tier 1 Levy: 1 mill (*unchanged*)
Tier 2 Levy: 5 mills (*unchanged*)
Tier 3 Levy: 2023/24 debt service mill levy (*which is less than 30 mills*)

Sorrel Ranch Metropolitan District: Tier 3 Levy = 28.154 mills
Whispering Pines Metropolitan District No. 1: Tier 3 Levy = 26 mills

“Group 3” (No Current Residents):

Tier 1 Levy: 5 mills (*increased from 1 to 5*)
Tier 2 Levy: 5 mills (*unchanged*)
Tier 3 Levy: 30 mills (*fixed at 30 mills*)

Kings Point South Metropolitan District Nos. 1-3
Overlook at Kings Point South Metropolitan District
Prairie Point Metropolitan District Nos. 1-3

“Group 4” (No Service Plan Amendment Proposed):

Beacon Point Metropolitan District
Blackstone Metropolitan District
Forest Trace Metropolitan District No. 2
Senac South Metropolitan District Nos. 1-4
Southlands Metropolitan District No. 2
Wheatlands Metropolitan District

Again, for clarity, all ARI Mill Levies listed above and as may be amended under such Service Plan Amendments shall be adjusted in accordance with each Amending Member’s respective Service Plan to adjust for changes occurring after January 1, 2004.

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VI. Rationale and Benefits of Proposed Service Plan Amendments

As stated above, the proposed Service Plan Amendments have been approved individually by the Boards of Directors of all the Amending Members. The Service Plan Amendments are being submitted by SARIA to the City as one package on behalf of all the Amending Members in order to process them efficiently.

As currently defined in the service plans of the Amending Members, the ARI Mill Levy is complicated and, with regard to the Tier 3 Levy, simply cannot be accurately projected. For example, because the Tier 3 Levy is supposed to be "equal to the average debt service mill levy imposed in the ten (10) years prior to the date of repayment of the district's debt," a date that is for some districts more than 20 years in the future, it is impossible to know now what the Tier 3 Levy will actually be. This makes it difficult for the Amending Members to plan out their property tax levies into the future. It also means that the Tier 3 Levy may be impacted by long-term influences such as changing property values and changing Board priorities well into the future. Further, it makes the issuance of debt to finance Regional Improvements supported by the Amending Members' ARI mill levies difficult and thus more expensive to issue.

The Tier 3 Levy, while it is supposed to begin in year 40 or the date of repayment of the district's debt, whichever first occurs, cannot be calculated in year 40 if the district's debt is not yet repaid because the Tier 3 Levy is calculated based on the debt service mill levy rate in the 10 years prior to "repayment."

In order to resolve the foregoing issues, the Amending Members and SARIA initially proposed fixing the Tier 3 Levies of all Amending Members at 30 mills as an approximate average of currently projected Tier 3 Levies. However, a number of Amending Members already had a debt service mill levy below 30 mills. So, rather than setting the Tier 3 Levies at a rate higher than the current projection, the Amending Members settled upon a Tier 3 Levy fixed at the lesser of 30 mills or each district's current debt service mill levy. This is why the Amending Members are separated into Group 1 and Group 2, above.

Further, a subset of the Amending Members, identified as Group 3 above, are willing to increase their Tier 1 Levy from 1 mill to 5 mills. These districts are still in predevelopment stages and would generally not see an increase in their ARI Mill Levy for up to 20 years, unlike other members districts who are 10-20 years into the ARI Mill Levy timeline. By increasing their Tier 1 Levy, these Group 3 districts will contribute more to Regional Improvements by way of their increased Tier 1 Levy contributions in earlier years.

Finally, the Service Plan Amendments clarify an ambiguity as to the Tier 3 Levy by setting a defined Tier 3 Levy Rate in the scenario where a district has not paid off its debt by year 40.

VII. Summary of Benefits of Proposed Service Plan Amendments

The benefits of the proposed Service Plan Amendments to the Amending Members can be summarized as follows:

- Establishes a set Tier 3 Levy;
- Allows Amending Members to anticipate future property tax rates and assists in long-term planning;
- Protects against any factors that would otherwise increase the Tier 3 Levy;

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- Allows for more certain revenue projections to aid in financing Regional Improvements;
- Increases Tier 1 Levy revenue from the Group 3 Amending Members to better support Regional Improvements; and
- Clarifies the Tier 3 Levy in the circumstances when a district has not paid off its debt by year 40 by setting a defined Tier 3 Levy Rate.

VIII. Summary and Request

In closing, on behalf of the Amending Members and SARIA, we respectfully request that the Aurora City Council approve the enclosed Service Plan Amendments.

Sincerely,

/s/ Thomas N. George

Tom George
Spencer Fane LLP

Encs.

RESOLUTION OF THE BOARD OF DIRECTORS OF THE PRAIRIE POINT METROPOLITAN DISTRICT NO. 1 APPROVING SERVICE PLAN AMENDMENT

WHEREAS, on September 17, 2001, the City of Aurora (the "City") approved the Consolidated Service Plan for Kings Point Metropolitan District Nos. 1 and 2 (the "Service Plan");

WHEREAS, on August 22, 2005, the City approved the First Amended and Restated Service Plan for Kings Point Metropolitan District No. 1 (the "First Amended and Restated Service Plan"), replacing the Service Plan in its entirety for the purposes of Kings Point Metropolitan District No. 1 (the "District");

WHEREAS, on May 9, 2022, the District changed its name to Prairie Point Metropolitan District No. 1 pursuant to an Order Granting Petition for Name Change granted by the Arapahoe County District Court and recorded with the Arapahoe County Clerk and Recorder;

WHEREAS, on April 22, 2024, the City approved the Second Amended and Restated Service Plan for Prairie Point Metropolitan District No. 1 (the "Second Amended and Restated Service Plan"), replacing the First Amended and Restated Service Plan in its entirety;

WHEREAS, the District previously entered into that certain South Aurora Regional Improvement Authority Establishment Agreement (the "SARIA Establishment Agreement") and is a member district of the South Aurora Regional Improvement Authority ("SARIA"), and, consistent with the Service Plan and the SARIA Establishment Agreement, the District has pledged its ARI Mill Levy (as defined in the Service Plan) to SARIA;

WHEREAS, SARIA previously issued special revenue bonds to fund, in part, regional improvements consistent with the SARIA Establishment Agreement, and SARIA desires to issue additional debt to finance additional regional improvements, but SARIA has determined that the ARI Mill Levy as currently set forth in the Service Plan poses various challenges to the issuance of debt funded by the ARI Mill Levy of the District and all other districts that are parties to the SARIA Establishment Agreement; and

WHEREAS, the Board of Directors of the District (the "Board") has determined that an amendment to the Second Amended and Restated Service Plan is necessary to make certain revisions to the ARI Mill Levy in order to facilitate the issuance of debt by SARIA to fund additional regional improvements for the benefit of SARIA, the District, the other districts that are parties to the SARIA Establishment Agreement, and their collective and respective residents, owners, taxpayers and constituents, as set forth herein.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE PRAIRIE POINT METROPOLITAN DISTRICT NO. 1 AS FOLLOWS:

1. The Board hereby approves the First Amendment to the Second Amended and Restated Service Plan attached hereto as **Exhibit A** and incorporated by reference herein (the "Service Plan Amendment").

Doc ID: 100ce5519e34e35c5f9558e1b5e98307a41fb5d8

2. The Board directs and authorizes the District's manager, legal counsel, accountant and/or other consultants, in coordination with each other, to submit the Service Plan Amendment to the City for consideration and to take any and all actions reasonably necessary to obtain the City's full and final approval of the Service Plan Amendment.

3. The Board further authorizes SARIA and its manager, legal counsel, accountant and/or other consultants, in coordination with the District's consultants, to submit the Service Plan Amendment to the City for consideration and to take any and all actions reasonably necessary to obtain the City's full and final approval of the Service Plan Amendment on behalf of the District.

[remainder of page intentionally left blank; signature page follows]

Doc ID: 100ce5519e34e35c5f9558e1b5e98307a41fb5d8

ADOPTED AND EFFECTIVE THIS 1st day of August, 2024.

PRAIRIE POINT METROPOLITAN DISTRICT NO. 1

/s/: _____

Name: Brandon Wyszynski

Title: Board President

ATTEST:

/s/: Lisa Jacoby

Name: Lisa Jacoby

Title: Secretary

Doc ID: 100ce5519e34e35c5f9558e1b5e98307a41fb5d8

Exhibit A to Resolution

[attach Service Plan Amendment]

Doc ID: 100ce5519e34e35c5f9558e1b5e98307a41fb5d8

AMENDMENT
TO
SECOND AMENDED AND RESTATED SERVICE PLAN
FOR
PRAIRIE POINT METROPOLITAN DISTRICT NO. 1

City of Aurora, Colorado

Second Amended and Restated Service Plan approved by the City of Aurora on April 22, 2024

This Amendment Dated _____

Doc ID: 100ce5519e34e35c5f9558e1b5e98307a41fb5d8

I. INTRODUCTION AND PURPOSE OF FIRST AMENDMENT

The City of Aurora approved the Second Amended and Restated Service Plan (the "**Service Plan**") for Prairie Point Metropolitan District No. 1 (the "**District**") on April 22, 2024. This Amendment to Service Plan ("**Amendment**") is intended to be read in conjunction with the Service Plan.

The District entered into that certain South Aurora Regional Improvement Authority Establishment Agreement (the "**SARIA Establishment Agreement**") and is a member district of the South Aurora Regional Improvement Authority ("**SARIA**"). The SARIA Establishment Agreement is considered an ARI Establishment Agreement and SARIA is considered an ARI Authority pursuant to the Service Plan, as those terms are defined in the Service Plan.

Consistent with the Service Plan and the SARIA Establishment Agreement, the District has pledged its ARI Mill Levy to SARIA.

SARIA previously issued its Special Revenue Bonds, Series 2018, to fund, in part, Regional Improvements consistent with the SARIA Establishment Agreement (the "**Regional Improvements**," as defined in the SARIA Establishment Agreement). SARIA desires to issue additional debt to finance additional Regional Improvements, but has determined that the ARI Mill Levy as currently set forth in the Service Plan poses various challenges to the issuance of debt funded by the ARI Mill Levy of the District and all other districts that are party to the SARIA Establishment Agreement.

The District, as well as SARIA and all the other districts that are parties to the SARIA Establishment Agreement, have determined that certain revisions to the ARI Mill Levy as set forth in the service plans of each of the districts, by way of this Amendment, will facilitate the issuance of debt by SARIA to fund additional Regional Improvements for the benefit of SARIA, the District, the other districts that are parties to the SARIA Establishment Agreement, and their collective and respective residents, owners, taxpayers and constituents.

The limited purpose of this Amendment is to amend the Service Plan's definition of ARI Mill Levy as further set forth below.

II. AMENDMENT

The District's Service Plan is hereby amended as follows:

Section A of the definition of "ARI Mill Levy" in Section II of the Service Plan shall be deleted in its entirety and replaced with the following language:

> A. For a district with property within its boundaries developed with any residential uses means the mill levy imposed for payment of the costs of the planning, design, permitting, construction, acquisition and financing of the improvements described in the ARI Master Plan, which: (i) shall be five (5) mills

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for collection beginning for each district in the first year of collection of a debt service mill levy by such district and continuing in each year thereafter through the twentieth (20th) year; and (ii) shall be five (5) mills from the twenty-first (21st) year through the fortieth (40th) year or the date of repayment of the debt incurred for Public Improvements, other than Regional Improvements, which ever first occurs; and (iii) for an additional ten (10) years, the mill levy shall be thirty (30) mills; and

Additionally, Section D. of the definition of "ARI Mill Levy" in Section II of the Service Plan shall be deleted in its entirety and replaced with the following language:

D. If, on or after January 1, 2004, there are changes in the method of calculating assessed valuation or any constitutionally mandated tax credit, cut, or abatement, all mills described in this ARI Mill Levy definition may be increased or decreased to reflect such changes, such increases or decreases to be determined by the Board in good faith (such determination to be binding and final) so that to the extent possible, the actual tax revenues generated by the mill levy, as adjusted for changes occurring after January 1, 2004, are neither diminished nor enhanced as a result of such changes. For purposes of the foregoing, a change in the ratio of actual valuation shall be deemed to be a change in the method of calculating assessed valuation.

III. CONDITIONAL EFFECTIVENESS OF AMENDMENT; REFUNDING OF 2018 BONDS AS CONDITION PRECEDENT

It is acknowledged that SARIA previously issued its South Aurora Regional Improvement Authority Special Revenue Bonds, Series 2018, in the original amount of $11,265,000, on December 19, 2018 (the "**2018 Bonds**"). It is further acknowledged that the 2018 Bonds are secured, in part, by the pledge of the District's ARI Mill Levy as such ARI Mill Levy is defined in the District's Service Plan prior to this Amendment. Nothing in this Amendment is intended to alter, amend, limit or otherwise affect the ARI Mill Levy as pledged toward the 2018 Bonds.

Therefore, it is expressly stated that this Amendment shall only take effect upon the condition precedent that the 2018 bonds are refunded, repaid, defeased, or otherwise paid in full, and this Amendment shall not be of any force and effect unless and until the 2018 bonds are refunded, repaid, defeased, or otherwise paid in full.

IV. EFFECT OF AMENDMENT

All capitalized terms used but not otherwise defined in this Amendment shall have the definitions ascribed to them in the Service Plan. Except as specifically amended as set forth above, all other provisions of the Service Plan shall remain in full force and effect. To the extent there are any inconsistencies between this Amendment and the Service Plan, this Amendment shall control.

V. REQUESTED APPROVAL

It is hereby requested that the City Council of the City of Aurora, Colorado, which has jurisdiction to approve this Amendment by virtue of Section 32-1-207(2) C.R.S., *et seq.*, as

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amended, adopt a resolution of approval which approves this Amendment to the Service Plan as submitted.

Doc ID: 100ce5519e34e35c5f9558e1b5e98307a41fb5d8

CITY OF AURORA
Council Agenda Commentary

Item Title: Prairie Point Metropolitan District No. 2 Service Plan Amendment (Ordinance) - PH
Item Initiator: Michael Kerrigan, Special District Administrator, Development Services
Staff Source/Legal Source: Michael Kerrigan, Special District Administrator, Development Services / Brian Rulla, Assistant City Attorney
Outside Speaker: Tom George, Spencer Fane LLP
Council Goal: 2012: 6.0--Provide a well-managed and financially strong City

COUNCIL MEETING DATES:

Study Session: 2/24/2025

Regular Meeting: 3/12/2025

2nd Regular Meeting (if applicable): 3/24/2025

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)

Michael Kerrigan, Special District Administrator, Development Services / Brian Rulla, Assistant City Attorney
Outside Speaker: Tom George, Spencer Fane LLP

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: Management & Finance

Policy Committee Date: 2/6/2025

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 Prairie Point Metropolitan District No. 2 (the "District") was created to plan, design, acquire, construct, install, relocate, finance, own, operate, and maintain the public improvements necessary to develop the future project to be known as Kings Point North generally located north of the future extension of S. Aurora Parkway and E-470. City Council approved the Second Amended and Restated Service Plan for the District in April 2024.

The approved Service Plan requires the District to impose the Aurora Regional Improvement ("ARI") mill levy to fund the planning, design, permitting, construction, acquisition, and financing of regional street and transportation related improvements that benefit the service area of the District. The improvement projects to be funded by the ARI are intended to be large, regional projects that have limited funding sources available. The ARI Mill Levy for the District fall into two general categories based upon land usage and the ARI Mill Levy increases over time.

Residential metro districts:

- Tier 1- 1 mill in years 1-20.
- Tier 2- 5 mills in years 21-40 or the year of debt repayment whichever occurs first.
- Tier 3- Average of last 10 years debt service mills in years 41-50.

Commercial (non-residential) districts:

- Tier 1- 1 mill in years 1-20.
- Tier 2- 1.5 mills in years 21-40.
- Tier 3- Lesser of 20 mills or average of last 10 years debt service mills in years 41-45.

Additionally, the District is provided three options for how the ARI Mill Levy funds are to be managed:

1. Establish or join an ARI Authority with three or more other metropolitan districts; the ARI Authority then directs the use of funds.
2. Execute an IGA with the City which directs the use of funds.
3. Convey the funds to the City at which point the City determines how to use the funds.

In 2017 the District entered into an establishment agreement to form the South Aurora Regional Improvement Authority (SARIA). SARIA was created to use the ARI Mill Levy revenue from its member districts to fund regional transportation infrastructure projects. The following 22 Metropolitan Districts are members of the authority, and districts marked with an asterisk currently have residents:

- Beacon Point Metropolitan District*
- Blackstone Metropolitan District*
- Forest Trace Metropolitan Districts Nos. 1-3 * (only Districts 1 and 3 have residents)
- Inspiration Metropolitan District*

- Kings Point South Metropolitan Districts Nos. 1-3
- Overlook at Kings Point South Metropolitan District
- Prairie Point Metropolitan District Nos. 1-3
- Pronghorn Valley Metropolitan District*
- Senac South Metropolitan Districts Nos. 1-4
- Sorrel Ranch Metropolitan District*
- Southlands Metropolitan District No. 2*
- Wheatlands Metropolitan District*
- Whispering Pines Metropolitan District No. 1*

Each of these districts, with the exception of Beacon Point Metropolitan District, Blackstone Metropolitan District, Forest Trace Metropolitan District No. 2, Senac South Metropolitan District Nos. 1-4, Southlands Metropolitan District No. 2, and Wheatlands Metropolitan District are requesting amendments to their Service Plans to update the ARI Mill Levy language.

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

The service plan amendment is limited in scope to amend the ARI Mill Levy. SARIA is currently planning to refund its existing debt in an effort to achieve savings. With the refunding, SARIA will also issue new bonds and the proceeds of which will be used to further the purposes of its establishment agreement. The service plan amendments clarify an uncertainty for the tier 3 ARI Mill Levy. The current ARI Mill Levy language is written such that the tier 3 ARI Mill Levy will not be known until 40 to 50 years in the future, this uncertainty poses a risk for the bond market. The adjusted ARI Mill Levy definition changed with this service plan amendment provides a known fixed mill levy today for the tier 3 ARI Mill Levy, thereby providing more certainty for the bond market which in turn should bring more favorable financing for the upcoming SARIA bond issuance.

The amended ARI Mill Levy definitions are shown below for each SARIA member district, the specific treatment for the District is highlighted in red.

Group 1- member districts with residents and no current debt mill levy or current debt mill levy greater than 30 mills:

- Tier 1- 1 mill (amount and time period unchanged)
- Tier 2- 5 mills (amount and time period unchanged)
- Tier 3- 30 mills (time period unchanged, amount fixed at 30 mills)

Forest Trace Metropolitan District No. 1 (no 2023/24 debt service levy imposed)
Forest Trace Metropolitan District No. 3 (2023/24 debt service levy = 56.440
Inspiration Metropolitan District (2023/24 debt service levy = 34 mills)
Pronghorn Valley Metropolitan District (2023/24 debt service levy = 57.156)

Group 2- member districts with current debt mill levies less than 30 mills:

- Tier 1- 1 mill (amount and time period unchanged)
- Tier 2- 5 mills (amount and time period unchanged)
- Tier 3- Lesser of 30 mills or 2023/24 debt service mill levy (time period unchanged, amount changed to be reflective of current debt service mill levy)

Sorrel Ranch Metropolitan District: Tier 3 = 28.154 mills

Whispering Pines Metropolitan District No. 1: Tier 3 = 26 mills

Group 3- member districts with no residents and no current debt mill levy:

- Tier 1- 5 mills (time period unchanged, amount increased from 1 to 5)
- Tier 2- 5 mills (amount and time period unchanged)
- Tier 3- 30 mills (time period unchanged, amount changed to be fixed at 30 mills)

Kings Point South Metropolitan District Nos. 1-3
Overlook at Kings Point South Metropolitan District
Prairie Point Metropolitan District Nos. 1-3

Group 4- member districts with no Service Plan Amendment Proposed:
Beacon Point Metropolitan District
Blackstone Metropolitan District
Forest Trace Metropolitan District No. 2
Senac South Metropolitan District Nos. 1-4
Southlands Metropolitan District No. 2
Wheatlands Metropolitan District

In addition to the Service Plan Amendments, there are four accompanying IGAs. The Transportation Impact Fee agreement will be presented concurrently with the amendments. IGAs for the Gun Club Road, Aurora Parkway Improvements, and Gartrell Road Improvements projects will be presented at a future TAPS committee meeting.

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 forward this item to the Regular City Council Meeting as proposed?

LEGAL COMMENTS

Title 32, Article 1, C.R.S., as amended, and Section 122-36(b) of the City Code each provide that material modifications to an approved metropolitan district service plan may be made by the board of directors of a district only by petition to and approval by the City Council in substantially the same manner as provided for in the approval for an original service plan.

Section 122-32 of the City Code requires that the City Council conduct a public hearing regarding approval of the proposed district and its service plan. Therefore, a public hearing is required prior to material modifications of the service plan pursuant to Section 122-36(b).

Section 122-30(21) further requires that the special district enter into a written agreement with the City. The proposed Intergovernmental Agreement satisfies the requirements set forth therein. As the proposed Agreement is with another governmental entity, a resolution is required to authorize its execution. (City Charter Section 10-12.)

All legislative enactments must be in the form of ordinances pursuant to Section 5-1 of the Charter of the City of Aurora, Colorado and City Council Rule F.1 provides that an ordinance remains in effect until otherwise rescinded or amended by the City Council.

(Rulla)

ORDINANCE NO. 2025-__

A BILL

FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO APPROVING AN AMENDMENT TO THE SECOND AMENDED AND RESTATED SERVICE PLAN FOR PRAIRIE POINT METROPOLITAN DISTRICT NO. 2

WHEREAS, on September 17, 2001, the City of Aurora (the "City") approved the Consolidated Service Plan for Kings Point Metropolitan District Nos. 1 and 2 (the "Service Plan");

WHEREAS, on August 22, 2005, the City approved the First Amended and Restated Service Plan for Kings Point Metropolitan District No. 2 (the "First Amended and Restated Service Plan"), replacing the Service Plan in its entirety for the purposes of Kings Point Metropolitan District No. 2 (the "District"); and

WHEREAS, on May 9, 2022, the District changed its name to Prairie Point Metropolitan District No. 2 pursuant to an Order Granting Petition for Name Change granted by the Arapahoe County District Court and recorded with the Arapahoe County Clerk and Recorder; and

WHEREAS, on April 22, 2024, the City approved the Second Amended and Restated Service Plan for Prairie Point Metropolitan District No. 1 (the "Second Amended and Restated Service Plan"), replacing the First Amended and Restated Service Plan in its entirety; and

WHEREAS, pursuant to Section 32-1-204.5, C.R.S., as amended, and Section 122-29 of the City Code, an Amendment to the Second Amended and Restated Service Plan (the "Service Plan Amendment") for the District has been submitted to the City Council; and

WHEREAS, pursuant to the provisions of Title 32, Article 1, C.R.S., as amended, and Chapter 122 of the City Code, the City Council is to hold a public hearing on the Service Plan Amendment for the District; and

WHEREAS, notice of the hearing before the City Council was duly published in the *Aurora Sentinel*, a newspaper of general circulation within the City, as required by law, and mailed to all interested persons, the Division of Local Government, and the governing body of each municipality and title 32 district that has levied an ad valorem tax within the next preceding tax year and that has boundaries within a radius of three miles of the District; and

WHEREAS, the Aurora Regional Improvement mill levy imposed within the City's model service plan allows for the formation of an Authority by three (3) or more districts to fund regional infrastructure with the pledge of their ARI mill levies collected from all member districts; and

WHEREAS, the District previously entered into that certain South Aurora Regional Improvement Authority Establishment Agreement (the "SARIA Establishment Agreement") and is a member district of the South Aurora Regional Improvement Authority ("SARIA"), and, consistent with the Service Plan and the SARIA Establishment Agreement, the District has pledged its ARI Mill Levy (as defined in the Service Plan) to SARIA;

WHEREAS, the Service Plan Amendment provides that Section A of the definition of "ARI Mill Levy" in Section II of the Second Amended and Restated Service Plan shall be deleted in its entirety and replaced with the following language: "For a district with property within its boundaries developed with any residential uses means the mill levy imposed for payment of the costs of the planning, design, permitting, construction, acquisition and financing of the improvements described in the ARI Master Plan, which: (i) shall be five (5) mills for collection beginning for each district in the first year of collection of a debt service mill levy by such district and continuing in each year thereafter through the twentieth (20th) year; and (ii) shall be five (5) mills from the twenty-first (21st) year through the fortieth (40th) year or the date of repayment of the debt incurred for Public Improvements, other than Regional Improvements, which ever first occurs; and (iii) for an additional ten (10) years, the mill levy shall be thirty (30) mills;" and

WHEREAS, the Service Plan Amendment further provides that Section D of the definition of "ARI Mill Levy" in Section II of the Second Amended and Restated Service Plan shall be deleted in its entirety and replaced with the following language: "If, on or after January 1, 2004, there are changes in the method of calculating assessed valuation or any constitutionally mandated tax credit, cut, or abatement, all mills described in this ARI Mill Levy definition may be increased or decreased to reflect such changes, such increases or decreases to be determined by the Board in good faith (such determination to be binding and final) so that to the extent possible, the actual tax revenues generated by the mill levy, as adjusted for changes occurring after January 1, 2004, are neither diminished nor enhanced as a result of such changes. For purposes of the foregoing, a change in the ratio of actual valuation shall be deemed to be a change in the method of calculating assessed valuation;" and

WHEREAS, the City Council has considered the Service Plan Amendment, and all other testimony and evidence presented at the hearing; and

WHEREAS, the City Council finds that the Service Plan Amendment should be approved unconditionally, as permitted by Sections 32-1-203(2) and 32-1-204.5(1)(a), C.R.S., as amended, and Section 122-34(a) of the City Code; and

WHEREAS, all legislative enactments must be in the form of ordinances pursuant to Section 5-1 of the Charter of the City of Aurora, Colorado and City Council Rule F.1 provides that an ordinance remains in effect until otherwise rescinded or amended by the City Council.

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

Section 1. The City Council hereby finds and determines that all of the requirements of Title 32, Article 1, Part 2, C.R.S., as amended, and Chapter 122 of the City Code relating to the filing of the Service Plan Amendment for the District has been fulfilled and that notice of the hearing was given in the time and manner required by law and that City Council has jurisdiction to act on the Service Plan Amendment.

Section 2. The City Council further determines that all pertinent facts, matters and issues were submitted at the public hearing; that all interested parties were heard or had the

opportunity to be heard and that evidence satisfactory to the City Council of each of the following was presented:

a. There is sufficient existing and projected need for organized service in the area to be serviced by the District;

b. The existing service in the area to be served by the District is inadequate for present and projected needs;

c. The District is capable of providing economical and sufficient service to the area within their proposed boundaries;

d. The area included in the District has, or will have, the financial ability to discharge the proposed indebtedness on a reasonable basis;

e. Adequate service is not, or will not be, available to the area through the City, Adams County, or other existing municipal or quasi-municipal corporations, including other existing title 32 districts, within a reasonable time and on a comparable basis;

f. The facility and service standards of the District are compatible with the facility and service standards of the City;

g. The proposed Service Plan Amendment Plan is in substantial compliance with the comprehensive plan of the City as adopted pursuant to the City Code;

h. The proposed Service Plan Amendment is in compliance with any duly adopted City, regional, or state long-range water quality management plan for the area; and

i. The creation of the District will be in the best interests of the area proposed to be served.

Section 3. The City Council hereby approves the Service Plan Amendment for the District as submitted.

Section 4. The ARI Mill Levy defined in this Service Plan Amendment applies only to Prairie Point Metropolitan District No. 2. In all other instances the definition of ARI Mill Levy in City Code §122-26 shall remain in full force and effect.

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.

Section 7. All prior resolutions or any parts thereof, to the extent that they are inconsistent with this Ordinance, are hereby rescinded.

Section 8. Future amendments to the Intergovernmental Agreement Between the City and the District as well as amendments to the Service Plan shall be by resolution.

INTRODUCED, READ AND ORDERED PUBLISHED this _____ day of _____, 2025.

PASSED AND ORDERED PUBLISHED this _____ day of _____, 2025.

_____
MIKE COFFMAN, Mayor

ATTEST:

_____
KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

PETER A. SCHULTE, CITY ATTORNEY

By: _____ RLA
BRIAN J. RULLA, Assistant City Attorney

SpencerFane

File No. 5027332-0012

January 22, 2025

Office of Development Assistance
City of Aurora
15151 E. Alameda Pkwy
Aurora, CO 80012

Re: Proposed Service Plan Amendments for South Aurora Regional Improvement Authority ("SARIA") Member Districts; Revisions to ARI Mill Levies

To the Office of Development Assistance, City of Aurora:

I. Introduction

The South Aurora Regional Improvement Authority ("SARIA") is a contractually-established authority created for the purpose of funding regional transportation improvements in the southern portion of Aurora. SARIA was originally established by intergovernmental agreement in 2017 and currently includes as its members the City of Aurora (the "City") in addition to the following 22 individual metropolitan districts:

Beacon Point Metropolitan District
Blackstone Metropolitan District
Forest Trace Metropolitan District Nos. 1-3
Inspiration Metropolitan District
Kings Point South Metropolitan District Nos. 1-3
Overlook at Kings Point South Metropolitan District
Prairie Point Metropolitan District Nos. 1-3
Pronghorn Valley Metropolitan District
Senac South Metropolitan District Nos. 1-4
Sorrel Ranch Metropolitan District
Southlands Metropolitan District No. 2
Wheatlands Metropolitan District
Whispering Pines Metropolitan District No. 1

Submitted with this letter are proposed service plan amendments (the "Service Plan Amendments") to amend the service plans of all but nine of SARIA's member districts (excluding such nine districts, the "Amending Members"), along with resolutions of each of the Amending Members authorizing SARIA to submit the Service Plan Amendments to the City.

The Boards of Directors of all of the Amending Members have approved the Service Plan Amendments and have authorized SARIA, on behalf of the Amending Members, to process the Service Plan Amendments as one submittal with the City.

The limited purpose of the Service Plan Amendments is to modify the ARI Mill Levy of each Amending Member as set forth herein. No other changes are requested to the service plans of the Amending Members.

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II. Districts Not Proposing Service Plan Amendments

a. Beacon Point Metropolitan District; Blackstone Metropolitan District; Southlands Metropolitan District No. 2; and Wheatlands Metropolitan District

All of the SARIA member districts recently unanimously approved an ARI Master Plan No. 3. The purpose of ARI Master Plan No. 3, consistent with SARIA's establishing agreement, is to set forth details regarding the prioritization and funding of the next set of regional improvements by SARIA. A key component of ARI Master Plan No. 3, as further set forth therein, is that Beacon Point Metropolitan District, Blackstone Metropolitan District, Southlands Metropolitan District No. 2, and Wheatlands Metropolitan District (the "Limited Participants") will contribute their ARI Mill Levies to SARIA under ARI Master Plan No. 3 only through 2038. Because the Limited Participants will only contribute their ARI Mill Levies to SARIA through 2038, the changes proposed in the Service Plan Amendments would have no bearing on SARIA, and no amendments to their service plans are therefore required or requested by them at this time.

b. Forest Trace Metropolitan District No. 2

Forest Trace Metropolitan District No. 2 is not requesting an amendment to its service plan at this time because the district either is not expected at any time to issue debt and thus it will likely never impose an ARI Mill Levy, or it will include only commercial property, and under either circumstance the changes proposed in the Service Plan Amendments would not apply.

c. Senac South Metropolitan District Nos. 1-4

Senac South Metropolitan District Nos. 1-4 are also not requesting an amendment to their service plans at this time because the districts have expressed a preference not to alter their ARI Mill Levy as proposed in the Service Plan Amendments. This is not expected to adversely impact the Amending Members or SARIA, and the Amending Members and SARIA have determined nonetheless to proceed with the Service Plan Amendments.

III. SARIA Background

SARIA was organized for the limited purpose of financing "Regional Improvements" consistent with SARIA's establishing agreement and the service plans of each of SARIA's member districts.

SARIA does not and is not authorized under its establishing agreement to own, operate or maintain any public improvements.

SARIA also does not impose any taxes or fees. Rather, SARIA relies entirely upon revenues derived from each member district's ARI Mill Levy as set forth in the member districts' service plans (the "ARI Mill Levy(ies)") in order to finance Regional Improvements.

IV. Current ARI Mill Levy System

Currently, consistent with the City's Model Service Plan in place since 2004, the SARIA member districts' ARI Mill Levies are generally imposed, beginning the first year each district imposes a debt service mill levy, as follows:

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Tier 1: 1 mill from Years 1-20 ("Tier 1 Levy");

Tier 2: 5 mills Years 21-40, or the date of repayment of the district's debt, whichever first occurs ("Tier 2 Levy"); and

Tier 3: for an additional ten (10) years, the mill levy is equal to the average debt service mill levy imposed in the ten (10) years prior to the date of repayment of the district's debt ("Tier 3 Levy").

V. Limited Purpose of Proposed Service Plan Amendments

The limited purpose of the Service Plan Amendments is to modify the ARI Mill Levy of each Amending Member as set forth below. For clarity, all ARI Mill Levies discussed herein and as may be amended under the Service Plan Amendments shall be adjusted in accordance with each Amending Member's respective Service Plan to adjust for changes occurring after January 1, 2004. **No other changes are requested to the service plans of the Amending Members.**

The requested changes are as follows:

For Amending Members that currently have residents:

Tier 1 Levy: 1 mill from Years 1-20 (*unchanged*)

Tier 2 Levy: 5 mills for Years 21-40, or the date of repayment of the debt incurred for Public Improvements, other than Regional Improvements, which ever first occurs (*unchanged*); and

Tier 3 Levy: for an additional ten years, the mill levy shall be equal to the lesser of 30 mills or the mill levy imposed by such district in the tax year 2023 for collection in 2024.

For Amending Members that do not currently have residents:

Tier 1 Levy: 5 mills from Years 1-20 (*increased from 1 mill to 5 mills*);

Tier 2 Levy: 5 mills from Years 21-40, or the date of repayment of the debt incurred for Public Improvements, other than Regional Improvements, which ever first occurs (*unchanged*); and

Tier 3 Levy: for an additional ten years, the mill levy shall be 30 mills.

In addition, the Service Plan Amendments clarify that the Tier 3 Levy is to commence no later than year 40.

More specifically, the foregoing changes to the ARI Mill Levy for the Amending Members can be summarized, and the SARIA member districts can be broken out into four groups, as follows:

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“Group 1”:

Tier 1 Levy: 1 mill (*unchanged*)
Tier 2 Levy: 5 mills (*unchanged*)
Tier 3 Levy: 30 mills (*fixed at 30 mills*)

Forest Trace Metropolitan District No. 1 (2023/24 debt service mill levy = no levy imposed yet)
Forest Trace Metropolitan District No. 3 (2023/24 debt service mill levy = 56.440)
Inspiration Metropolitan District (2023/24 debt service mill levy = 34 mills)
Pronghorn Valley Metropolitan District (2023/24 debt service mill levy = 57.156)

“Group 2”:

Tier 1 Levy: 1 mill (*unchanged*)
Tier 2 Levy: 5 mills (*unchanged*)
Tier 3 Levy: 2023/24 debt service mill levy (*which is less than 30 mills*)

Sorrel Ranch Metropolitan District: Tier 3 Levy = 28.154 mills
Whispering Pines Metropolitan District No. 1: Tier 3 Levy = 26 mills

“Group 3” (No Current Residents):

Tier 1 Levy: 5 mills (*increased from 1 to 5*)
Tier 2 Levy: 5 mills (*unchanged*)
Tier 3 Levy: 30 mills (*fixed at 30 mills*)

Kings Point South Metropolitan District Nos. 1-3
Overlook at Kings Point South Metropolitan District
Prairie Point Metropolitan District Nos. 1-3

“Group 4” (No Service Plan Amendment Proposed):

Beacon Point Metropolitan District
Blackstone Metropolitan District
Forest Trace Metropolitan District No. 2
Senac South Metropolitan District Nos. 1-4
Southlands Metropolitan District No. 2
Wheatlands Metropolitan District

Again, for clarity, all ARI Mill Levies listed above and as may be amended under such Service Plan Amendments shall be adjusted in accordance with each Amending Member’s respective Service Plan to adjust for changes occurring after January 1, 2004.

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VI. Rationale and Benefits of Proposed Service Plan Amendments

As stated above, the proposed Service Plan Amendments have been approved individually by the Boards of Directors of all the Amending Members. The Service Plan Amendments are being submitted by SARIA to the City as one package on behalf of all the Amending Members in order to process them efficiently.

As currently defined in the service plans of the Amending Members, the ARI Mill Levy is complicated and, with regard to the Tier 3 Levy, simply cannot be accurately projected. For example, because the Tier 3 Levy is supposed to be "equal to the average debt service mill levy imposed in the ten (10) years prior to the date of repayment of the district's debt," a date that is for some districts more than 20 years in the future, it is impossible to know now what the Tier 3 Levy will actually be. This makes it difficult for the Amending Members to plan out their property tax levies into the future. It also means that the Tier 3 Levy may be impacted by long-term influences such as changing property values and changing Board priorities well into the future. Further, it makes the issuance of debt to finance Regional Improvements supported by the Amending Members' ARI mill levies difficult and thus more expensive to issue.

The Tier 3 Levy, while it is supposed to begin in year 40 or the date of repayment of the district's debt, whichever first occurs, cannot be calculated in year 40 if the district's debt is not yet repaid because the Tier 3 Levy is calculated based on the debt service mill levy rate in the 10 years prior to "repayment."

In order to resolve the foregoing issues, the Amending Members and SARIA initially proposed fixing the Tier 3 Levies of all Amending Members at 30 mills as an approximate average of currently projected Tier 3 Levies. However, a number of Amending Members already had a debt service mill levy below 30 mills. So, rather than setting the Tier 3 Levies at a rate higher than the current projection, the Amending Members settled upon a Tier 3 Levy fixed at the lesser of 30 mills or each district's current debt service mill levy. This is why the Amending Members are separated into Group 1 and Group 2, above.

Further, a subset of the Amending Members, identified as Group 3 above, are willing to increase their Tier 1 Levy from 1 mill to 5 mills. These districts are still in predevelopment stages and would generally not see an increase in their ARI Mill Levy for up to 20 years, unlike other members districts who are 10-20 years into the ARI Mill Levy timeline. By increasing their Tier 1 Levy, these Group 3 districts will contribute more to Regional Improvements by way of their increased Tier 1 Levy contributions in earlier years.

Finally, the Service Plan Amendments clarify an ambiguity as to the Tier 3 Levy by setting a defined Tier 3 Levy Rate in the scenario where a district has not paid off its debt by year 40.

VII. Summary of Benefits of Proposed Service Plan Amendments

The benefits of the proposed Service Plan Amendments to the Amending Members can be summarized as follows:

- Establishes a set Tier 3 Levy;
- Allows Amending Members to anticipate future property tax rates and assists in long-term planning;
- Protects against any factors that would otherwise increase the Tier 3 Levy;

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- Allows for more certain revenue projections to aid in financing Regional Improvements;
- Increases Tier 1 Levy revenue from the Group 3 Amending Members to better support Regional Improvements; and
- Clarifies the Tier 3 Levy in the circumstances when a district has not paid off its debt by year 40 by setting a defined Tier 3 Levy Rate.

VIII. Summary and Request

In closing, on behalf of the Amending Members and SARIA, we respectfully request that the Aurora City Council approve the enclosed Service Plan Amendments.

Sincerely,

/s/ Thomas N. George

Tom George
Spencer Fane LLP

Encs.

RESOLUTION OF THE BOARD OF DIRECTORS OF THE PRAIRIE POINT METROPOLITAN DISTRICT NO. 2 APPROVING SERVICE PLAN AMENDMENT

WHEREAS, on September 17, 2001, the City of Aurora (the "City") approved the Consolidated Service Plan for Kings Point Metropolitan District Nos. 1 and 2 (the "Service Plan");

WHEREAS, on August 22, 2005, the City approved the First Amended and Restated Service Plan for Kings Point Metropolitan District No. 2 (the "First Amended and Restated Service Plan"), replacing the Service Plan in its entirety for the purposes of Kings Point Metropolitan District No. 2 (the "District");

WHEREAS, on May 9, 2022, the District changed its name to Prairie Point Metropolitan District No. 2 pursuant to an Order Granting Petition for Name Change granted by the Arapahoe County District Court and recorded with the Arapahoe County Clerk and Recorder;

WHEREAS, on April 22, 2024, the City approved the Second Amended and Restated Service Plan for Prairie Point Metropolitan District No. 2 (the "Second Amended and Restated Service Plan"), replacing the First Amended and Restated Service Plan in its entirety;

WHEREAS, the District previously entered into that certain South Aurora Regional Improvement Authority Establishment Agreement (the "SARIA Establishment Agreement") and is a member district of the South Aurora Regional Improvement Authority ("SARIA"), and, consistent with the Service Plan and the SARIA Establishment Agreement, the District has pledged its ARI Mill Levy (as defined in the Service Plan) to SARIA;

WHEREAS, SARIA previously issued special revenue bonds to fund, in part, regional improvements consistent with the SARIA Establishment Agreement, and SARIA desires to issue additional debt to finance additional regional improvements, but SARIA has determined that the ARI Mill Levy as currently set forth in the Service Plan poses various challenges to the issuance of debt funded by the ARI Mill Levy of the District and all other districts that are parties to the SARIA Establishment Agreement; and

WHEREAS, the Board of Directors of the District (the "Board") has determined that an amendment to the Second Amended and Restated Service Plan is necessary to make certain revisions to the ARI Mill Levy in order to facilitate the issuance of debt by SARIA to fund additional regional improvements for the benefit of SARIA, the District, the other districts that are parties to the SARIA Establishment Agreement, and their collective and respective residents, owners, taxpayers and constituents, as set forth herein.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE PRAIRIE POINT METROPOLITAN DISTRICT NO. 2 AS FOLLOWS:

1. The Board hereby approves the First Amendment to the Second Amended and Restated Service Plan attached hereto as **Exhibit A** and incorporated by reference herein (the "Service Plan Amendment").

Doc ID: 100ce5519e34e35c5f9558e1b5e98307a41fb5d8

2. The Board directs and authorizes the District's manager, legal counsel, accountant and/or other consultants, in coordination with each other, to submit the Service Plan Amendment to the City for consideration and to take any and all actions reasonably necessary to obtain the City's full and final approval of the Service Plan Amendment.

3. The Board further authorizes SARIA and its manager, legal counsel, accountant and/or other consultants, in coordination with the District's consultants, to submit the Service Plan Amendment to the City for consideration and to take any and all actions reasonably necessary to obtain the City's full and final approval of the Service Plan Amendment on behalf of the District.

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ADOPTED AND EFFECTIVE THIS 1st day of August, 2024.

PRAIRIE POINT METROPOLITAN DISTRICT NO. 2

/s/: _____

Name: Brandon Wyszynski

Title: Board President

ATTEST:

/s/: Lisa Jacoby

Name: Lisa Jacoby

Title: Secretary

Doc ID: 100ce5519e34e35c5f9558e1b5e98307a41fb5d8

Exhibit A to Resolution

[attach Service Plan Amendment]

Doc ID: 100ce5519e34e35c5f9558e1b5e98307a41fb5d8

AMENDMENT
TO
SECOND AMENDED AND RESTATED SERVICE PLAN
FOR
PRAIRIE POINT METROPOLITAN DISTRICT NO. 2

City of Aurora, Colorado

Second Amended and Restated Service Plan approved by the City of Aurora on April 22, 2024

This Amendment Dated _____

Doc ID: 100ce5519e34e35c5f9558e1b5e98307a41fb5d8

I. INTRODUCTION AND PURPOSE OF FIRST AMENDMENT

The City of Aurora approved the Second Amended and Restated Service Plan (the "**Service Plan**") for Prairie Point Metropolitan District No. 2 (the "**District**") on April 22, 2024. This Amendment to Service Plan ("**Amendment**") is intended to be read in conjunction with the Service Plan.

The District entered into that certain South Aurora Regional Improvement Authority Establishment Agreement (the "**SARIA Establishment Agreement**") and is a member district of the South Aurora Regional Improvement Authority ("**SARIA**"). The SARIA Establishment Agreement is considered an ARI Establishment Agreement and SARIA is considered an ARI Authority pursuant to the Service Plan, as those terms are defined in the Service Plan.

Consistent with the Service Plan and the SARIA Establishment Agreement, the District has pledged its ARI Mill Levy to SARIA.

SARIA previously issued its Special Revenue Bonds, Series 2018, to fund, in part, Regional Improvements consistent with the SARIA Establishment Agreement (the "**Regional Improvements**," as defined in the SARIA Establishment Agreement). SARIA desires to issue additional debt to finance additional Regional Improvements, but has determined that the ARI Mill Levy as currently set forth in the Service Plan poses various challenges to the issuance of debt funded by the ARI Mill Levy of the District and all other districts that are party to the SARIA Establishment Agreement.

The District, as well as SARIA and all the other districts that are parties to the SARIA Establishment Agreement, have determined that certain revisions to the ARI Mill Levy as set forth in the service plans of each of the districts, by way of this Amendment, will facilitate the issuance of debt by SARIA to fund additional Regional Improvements for the benefit of SARIA, the District, the other districts that are parties to the SARIA Establishment Agreement, and their collective and respective residents, owners, taxpayers and constituents.

The limited purpose of this Amendment is to amend the Service Plan's definition of ARI Mill Levy as further set forth below.

II. AMENDMENT

The District's Service Plan is hereby amended as follows:

Section A of the definition of "ARI Mill Levy" in Section II of the Service Plan shall be deleted in its entirety and replaced with the following language:

> A. For a district with property within its boundaries developed with any residential uses means the mill levy imposed for payment of the costs of the planning, design, permitting, construction, acquisition and financing of the improvements described in the ARI Master Plan, which: (i) shall be five (5) mills

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for collection beginning for each district in the first year of collection of a debt service mill levy by such district and continuing in each year thereafter through the twentieth (20th) year; and (ii) shall be five (5) mills from the twenty-first (21st) year through the fortieth (40th) year or the date of repayment of the debt incurred for Public Improvements, other than Regional Improvements, which ever first occurs; and (iii) for an additional ten (10) years, the mill levy shall be thirty (30) mills; and

Additionally, Section D. of the definition of "ARI Mill Levy" in Section II of the Service Plan shall be deleted in its entirety and replaced with the following language:

D. If, on or after January 1, 2004, there are changes in the method of calculating assessed valuation or any constitutionally mandated tax credit, cut, or abatement, all mills described in this ARI Mill Levy definition may be increased or decreased to reflect such changes, such increases or decreases to be determined by the Board in good faith (such determination to be binding and final) so that to the extent possible, the actual tax revenues generated by the mill levy, as adjusted for changes occurring after January 1, 2004, are neither diminished nor enhanced as a result of such changes. For purposes of the foregoing, a change in the ratio of actual valuation shall be deemed to be a change in the method of calculating assessed valuation.

III. CONDITIONAL EFFECTIVENESS OF AMENDMENT; REFUNDING OF 2018 BONDS AS CONDITION PRECEDENT

It is acknowledged that SARIA previously issued its South Aurora Regional Improvement Authority Special Revenue Bonds, Series 2018, in the original amount of $11,265,000, on December 19, 2018 (the "**2018 Bonds**"). It is further acknowledged that the 2018 Bonds are secured, in part, by the pledge of the District's ARI Mill Levy as such ARI Mill Levy is defined in the District's Service Plan prior to this Amendment. Nothing in this Amendment is intended to alter, amend, limit or otherwise affect the ARI Mill Levy as pledged toward the 2018 Bonds.

Therefore, it is expressly stated that this Amendment shall only take effect upon the condition precedent that the 2018 bonds are refunded, repaid, defeased, or otherwise paid in full, and this Amendment shall not be of any force and effect unless and until the 2018 bonds are refunded, repaid, defeased, or otherwise paid in full.

IV. EFFECT OF AMENDMENT

All capitalized terms used but not otherwise defined in this Amendment shall have the definitions ascribed to them in the Service Plan. Except as specifically amended as set forth above, all other provisions of the Service Plan shall remain in full force and effect. To the extent there are any inconsistencies between this Amendment and the Service Plan, this Amendment shall control.

V. REQUESTED APPROVAL

It is hereby requested that the City Council of the City of Aurora, Colorado, which has jurisdiction to approve this Amendment by virtue of Section 32-1-207(2) C.R.S., *et seq.*, as

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amended, adopt a resolution of approval which approves this Amendment to the Service Plan as submitted.

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CITY OF AURORA
Council Agenda Commentary

Item Title: Prairie Point Metropolitan District No. 3 Service Plan Amendment (Ordinance) - PH
Item Initiator: Michael Kerrigan, Special District Administrator, Development Services
Staff Source/Legal Source: Michael Kerrigan, Special District Administrator, Development Services / Brian Rulla, Assistant City Attorney
Outside Speaker: Tom George, Spencer Fane LLP
Council Goal: 2012: 6.0--Provide a well-managed and financially strong City

COUNCIL MEETING DATES:

Study Session: 2/24/2025

Regular Meeting: 3/12/2025

2nd Regular Meeting (if applicable): 3/24/2025

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)

Michael Kerrigan, Special District Administrator, Development Services / Brian Rulla, Assistant City Attorney
Outside Speaker: Tom George, Spencer Fane LLP

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: Management & Finance

Policy Committee Date: 2/6/2025

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 Prairie Point Metropolitan District No. 3 (the "District") was created to plan, design, acquire, construct, install, relocate, finance, own, operate, and maintain the public improvements necessary to develop the future project to be known as Kings Point North generally located north of the future extension of S. Aurora Parkway and E-470. City Council approved the Amended and Restated Service Plan for the District in April 2024.

The approved Service Plan requires the District to impose the Aurora Regional Improvement ("ARI") mill levy to fund the planning, design, permitting, construction, acquisition, and financing of regional street and transportation related improvements that benefit the service area of the District. The improvement projects to be funded by the ARI are intended to be large, regional projects that have limited funding sources available. The ARI Mill Levy for the District fall into two general categories based upon land usage and the ARI Mill Levy increases over time.

Residential metro districts:

- Tier 1- 1 mill in years 1-20.
- Tier 2- 5 mills in years 21-40 or the year of debt repayment whichever occurs first.
- Tier 3- Average of last 10 years debt service mills in years 41-50.

Commercial (non-residential) districts:

- Tier 1- 1 mill in years 1-20.
- Tier 2- 1.5 mills in years 21-40.
- Tier 3- Lesser of 20 mills or average of last 10 years debt service mills in years 41-45.

Additionally, the District is provided three options for how the ARI Mill Levy funds are to be managed:

1. Establish or join an ARI Authority with three or more other metropolitan districts; the ARI Authority then directs the use of funds.
2. Execute an IGA with the City which directs the use of funds.
3. Convey the funds to the City at which point the City determines how to use the funds.

In 2017 the District entered into an establishment agreement to form the South Aurora Regional Improvement Authority (SARIA). SARIA was created to use the ARI Mill Levy revenue from its member districts to fund regional transportation infrastructure projects. The following 22 Metropolitan Districts are members of the authority, and districts marked with an asterisk currently have residents:

- Beacon Point Metropolitan District*
- Blackstone Metropolitan District*
- Forest Trace Metropolitan Districts Nos. 1-3 * (only Districts 1 and 3 have residents)
- Inspiration Metropolitan District*

- Kings Point South Metropolitan Districts Nos. 1-3
- Overlook at Kings Point South Metropolitan District
- Prairie Point Metropolitan District Nos. 1-3
- Pronghorn Valley Metropolitan District*
- Senac South Metropolitan Districts Nos. 1-4
- Sorrel Ranch Metropolitan District*
- Southlands Metropolitan District No. 2*
- Wheatlands Metropolitan District*
- Whispering Pines Metropolitan District No. 1*

Each of these districts, with the exception of Beacon Point Metropolitan District, Blackstone Metropolitan District, Forest Trace Metropolitan District No. 2, Senac South Metropolitan District Nos. 1-4, Southlands Metropolitan District No. 2, and Wheatlands Metropolitan District are requesting amendments to their Service Plans to update the ARI Mill Levy language.

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

The service plan amendment is limited in scope to amend the ARI Mill Levy. SARIA is currently planning to refund its existing debt in an effort to achieve savings. With the refunding, SARIA will also issue new bonds and the proceeds of which will be used to further the purposes of its establishment agreement. The service plan amendments clarify an uncertainty for the tier 3 ARI Mill Levy. The current ARI Mill Levy language is written such that the tier 3 ARI Mill Levy will not be known until 40 to 50 years in the future, this uncertainty poses a risk for the bond market. The adjusted ARI Mill Levy definition changed with this service plan amendment provides a known fixed mill levy today for the tier 3 ARI Mill Levy, thereby providing more certainty for the bond market which in turn should bring more favorable financing for the upcoming SARIA bond issuance.

The amended ARI Mill Levy definitions are shown below for each SARIA member district, the specific treatment for the District is highlighted in red.

Group 1- member districts with residents and no current debt mill levy or current debt mill levy greater than 30 mills:

- Tier 1- 1 mill (amount and time period unchanged)
- Tier 2- 5 mills (amount and time period unchanged)
- Tier 3- 30 mills (time period unchanged, amount fixed at 30 mills)

Forest Trace Metropolitan District No. 1 (no 2023/24 debt service levy imposed)
Forest Trace Metropolitan District No. 3 (2023/24 debt service levy = 56.440
Inspiration Metropolitan District (2023/24 debt service levy = 34 mills)
Pronghorn Valley Metropolitan District (2023/24 debt service levy = 57.156)

Group 2- member districts with current debt mill levies less than 30 mills:

- Tier 1- 1 mill (amount and time period unchanged)
- Tier 2- 5 mills (amount and time period unchanged)
- Tier 3- Lesser of 30 mills or 2023/24 debt service mill levy (time period unchanged, amount changed to be reflective of current debt service mill levy)

Sorrel Ranch Metropolitan District: Tier 3 = 28.154 mills

Whispering Pines Metropolitan District No. 1: Tier 3 = 26 mills

Group 3- member districts with no residents and no current debt mill levy:

- Tier 1- 5 mills (time period unchanged, amount increased from 1 to 5)
- Tier 2- 5 mills (amount and time period unchanged)
- Tier 3- 30 mills (time period unchanged, amount changed to be fixed at 30 mills)

Kings Point South Metropolitan District Nos. 1-3
Overlook at Kings Point South Metropolitan District
Prairie Point Metropolitan District Nos. 1-3

Group 4- member districts with no Service Plan Amendment Proposed:
Beacon Point Metropolitan District
Blackstone Metropolitan District
Forest Trace Metropolitan District No. 2
Senac South Metropolitan District Nos. 1-4
Southlands Metropolitan District No. 2
Wheatlands Metropolitan District

In addition to the Service Plan Amendments, there are four accompanying IGAs. The Transportation Impact Fee agreement will be presented concurrently with the amendments. IGAs for the Gun Club Road, Aurora Parkway Improvements, and Gartrell Road Improvements projects will be presented at a future TAPS committee meeting.

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 forward this item to the Regular City Council Meeting as proposed?

LEGAL COMMENTS

Title 32, Article 1, C.R.S., as amended, and Section 122-36(b) of the City Code each provide that material modifications to an approved metropolitan district service plan may be made by the board of directors of a district only by petition to and approval by the City Council in substantially the same manner as provided for in the approval for an original service plan.

Section 122-32 of the City Code requires that the City Council conduct a public hearing regarding approval of the proposed district and its service plan. Therefore, a public hearing is required prior to material modifications of the service plan pursuant to Section 122-36(b).

Section 122-30(21) further requires that the special district enter into a written agreement with the City. The proposed Intergovernmental Agreement satisfies the requirements set forth therein. As the proposed Agreement is with another governmental entity, a resolution is required to authorize its execution. (City Charter Section 10-12.)

All legislative enactments must be in the form of ordinances pursuant to Section 5-1 of the Charter of the City of Aurora, Colorado and City Council Rule F.1 provides that an ordinance remains in effect until otherwise rescinded or amended by the City Council.

(Rulla)

ORDINANCE NO. 2025-__

A BILL

FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO APPROVING AN AMENDMENT TO THE AMENDED AND RESTATED SERVICE PLAN FOR PRAIRIE POINT METROPOLITAN DISTRICT NO. 3

WHEREAS, on August 22, 2005, the City of Aurora (the "City") approved the Service Plan for Kings Point Metropolitan District No. 3 (the "Service Plan"); and

WHEREAS, on May 9, 2022, Kings Point Metropolitan District No. 3 (the "District") changed its name to Prairie Point Metropolitan District No. 3 pursuant to an Order Granting Petition for Name Change granted by the Arapahoe County District Court and recorded with the Arapahoe County Clerk and Recorder; and

WHEREAS, on April 22, 2024, the City approved the Amended and Restated Service Plan for Prairie Point Metropolitan District No. 3 (the "Amended and Restated Service Plan"), replacing the Service Plan in its entirety; and

WHEREAS, pursuant to Section 32-1-204.5, C.R.S., as amended, and Section 122-29 of the City Code, an Amendment to the Second Amended and Restated Service Plan (the "Service Plan Amendment") for the District has been submitted to the City Council; and

WHEREAS, pursuant to the provisions of Title 32, Article 1, C.R.S., as amended, and Chapter 122 of the City Code, the City Council is to hold a public hearing on the Service Plan Amendment for the District; and

WHEREAS, notice of the hearing before the City Council was duly published in the *Aurora Sentinel*, a newspaper of general circulation within the City, as required by law, and mailed to all interested persons, the Division of Local Government, and the governing body of each municipality and title 32 district that has levied an ad valorem tax within the next preceding tax year and that has boundaries within a radius of three miles of the District; and

WHEREAS, the Aurora Regional Improvement mill levy imposed within the City's model service plan allows for the formation of an Authority by three (3) or more districts to fund regional infrastructure with the pledge of their ARI mill levies collected from all member districts; and

WHEREAS, the District previously entered into that certain South Aurora Regional Improvement Authority Establishment Agreement (the "SARIA Establishment Agreement") and is a member district of the South Aurora Regional Improvement Authority ("SARIA"), and, consistent with the Service Plan and the SARIA Establishment Agreement, the District has pledged its ARI Mill Levy (as defined in the Service Plan) to SARIA;

WHEREAS, the Service Plan Amendment provides that Section A of the definition of "ARI Mill Levy" in Section II of the Amended and Restated Service Plan shall be deleted in its entirety and replaced with the following language: "For a district with property within its boundaries

developed with any residential uses means the mill levy imposed for payment of the costs of the planning, design, permitting, construction, acquisition and financing of the improvements described in the ARI Master Plan, which: (i) shall be five (5) mills for collection beginning for each district in the first year of collection of a debt service mill levy by such district and continuing in each year thereafter through the twentieth (20th) year; and (ii) shall be five (5) mills from the twenty-first (21st) year through the fortieth (40th) year or the date of repayment of the debt incurred for Public Improvements, other than Regional Improvements, which ever first occurs; and (iii) for an additional ten (10) years, the mill levy shall be thirty (30) mills;" and

WHEREAS, the Service Plan Amendment further provides that Section D of the definition of "ARI Mill Levy" in Section II of the Amended and Restated Service Plan shall be deleted in its entirety and replaced with the following language: "If, on or after January 1, 2004, there are changes in the method of calculating assessed valuation or any constitutionally mandated tax credit, cut, or abatement, all mills described in this ARI Mill Levy definition may be increased or decreased to reflect such changes, such increases or decreases to be determined by the Board in good faith (such determination to be binding and final) so that to the extent possible, the actual tax revenues generated by the mill levy, as adjusted for changes occurring after January 1, 2004, are neither diminished nor enhanced as a result of such changes. For purposes of the foregoing, a change in the ratio of actual valuation shall be deemed to be a change in the method of calculating assessed valuation;" and

WHEREAS, the City Council has considered the Service Plan Amendment, and all other testimony and evidence presented at the hearing; and

WHEREAS, the City Council finds that the Service Plan Amendment should be approved unconditionally, as permitted by Sections 32-1-203(2) and 32-1-204.5(1)(a), C.R.S., as amended, and Section 122-34(a) of the City Code; and

WHEREAS, all legislative enactments must be in the form of ordinances pursuant to Section 5-1 of the Charter of the City of Aurora, Colorado and City Council Rule F.1 provides that an ordinance remains in effect until otherwise rescinded or amended by the City Council.

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

Section 1. The City Council hereby finds and determines that all of the requirements of Title 32, Article 1, Part 2, C.R.S., as amended, and Chapter 122 of the City Code relating to the filing of the Service Plan Amendment for the District has been fulfilled and that notice of the hearing was given in the time and manner required by law and that City Council has jurisdiction to act on the Service Plan Amendment.

Section 2. The City Council further determines that all pertinent facts, matters and issues were submitted at the public hearing; that all interested parties were heard or had the opportunity to be heard and that evidence satisfactory to the City Council of each of the following was presented:

a. There is sufficient existing and projected need for organized service in the

area to be serviced by the District;

b. The existing service in the area to be served by the District is inadequate for present and projected needs;

c. The District is capable of providing economical and sufficient service to the area within their proposed boundaries;

d. The area included in the District has, or will have, the financial ability to discharge the proposed indebtedness on a reasonable basis;

e. Adequate service is not, or will not be, available to the area through the City, Adams County, or other existing municipal or quasi-municipal corporations, including other existing title 32 districts, within a reasonable time and on a comparable basis;

f. The facility and service standards of the District are compatible with the facility and service standards of the City;

g. The proposed Service Plan Amendment Plan is in substantial compliance with the comprehensive plan of the City as adopted pursuant to the City Code;

h. The proposed Service Plan Amendment is in compliance with any duly adopted City, regional, or state long-range water quality management plan for the area; and

i. The creation of the District will be in the best interests of the area proposed to be served.

Section 3. The City Council hereby approves the Service Plan Amendment for the District as submitted.

Section 4. The ARI Mill Levy defined in this Service Plan Amendment applies only to Prairie Point Metropolitan District No. 3. In all other instances the definition of ARI Mill Levy in City Code §122-26 shall remain in full force and effect.

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.

Section 7. All prior resolutions or any parts thereof, to the extent that they are inconsistent with this Ordinance, are hereby rescinded.

Section 8. Future amendments to the Intergovernmental Agreement Between the City and the District as well as amendments to the Service Plan shall be by resolution.

INTRODUCED, READ AND ORDERED PUBLISHED this _____ day of _____, 2025.

PASSED AND ORDERED PUBLISHED this _____ day of _____, 2025.

_____
MIKE COFFMAN, Mayor

ATTEST:

_____
KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

PETER A. SCHULTE, CITY ATTORNEY

By: _____ RLA
BRIAN J. RULLA, Assistant City Attorney

SpencerFane

File No. 5027332-0012

January 22, 2025

Office of Development Assistance
City of Aurora
15151 E. Alameda Pkwy
Aurora, CO 80012

Re: Proposed Service Plan Amendments for South Aurora Regional Improvement Authority ("SARIA") Member Districts; Revisions to ARI Mill Levies

To the Office of Development Assistance, City of Aurora:

I. Introduction

The South Aurora Regional Improvement Authority ("SARIA") is a contractually-established authority created for the purpose of funding regional transportation improvements in the southern portion of Aurora. SARIA was originally established by intergovernmental agreement in 2017 and currently includes as its members the City of Aurora (the "City") in addition to the following 22 individual metropolitan districts:

Beacon Point Metropolitan District
Blackstone Metropolitan District
Forest Trace Metropolitan District Nos. 1-3
Inspiration Metropolitan District
Kings Point South Metropolitan District Nos. 1-3
Overlook at Kings Point South Metropolitan District
Prairie Point Metropolitan District Nos. 1-3
Pronghorn Valley Metropolitan District
Senac South Metropolitan District Nos. 1-4
Sorrel Ranch Metropolitan District
Southlands Metropolitan District No. 2
Wheatlands Metropolitan District
Whispering Pines Metropolitan District No. 1

Submitted with this letter are proposed service plan amendments (the "Service Plan Amendments") to amend the service plans of all but nine of SARIA's member districts (excluding such nine districts, the "Amending Members"), along with resolutions of each of the Amending Members authorizing SARIA to submit the Service Plan Amendments to the City.

The Boards of Directors of all of the Amending Members have approved the Service Plan Amendments and have authorized SARIA, on behalf of the Amending Members, to process the Service Plan Amendments as one submittal with the City.

The limited purpose of the Service Plan Amendments is to modify the ARI Mill Levy of each Amending Member as set forth herein. No other changes are requested to the service plans of the Amending Members.

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II. Districts Not Proposing Service Plan Amendments

a. Beacon Point Metropolitan District; Blackstone Metropolitan District; Southlands Metropolitan District No. 2; and Wheatlands Metropolitan District

All of the SARIA member districts recently unanimously approved an ARI Master Plan No. 3. The purpose of ARI Master Plan No. 3, consistent with SARIA's establishing agreement, is to set forth details regarding the prioritization and funding of the next set of regional improvements by SARIA. A key component of ARI Master Plan No. 3, as further set forth therein, is that Beacon Point Metropolitan District, Blackstone Metropolitan District, Southlands Metropolitan District No. 2, and Wheatlands Metropolitan District (the "Limited Participants") will contribute their ARI Mill Levies to SARIA under ARI Master Plan No. 3 only through 2038. Because the Limited Participants will only contribute their ARI Mill Levies to SARIA through 2038, the changes proposed in the Service Plan Amendments would have no bearing on SARIA, and no amendments to their service plans are therefore required or requested by them at this time.

b. Forest Trace Metropolitan District No. 2

Forest Trace Metropolitan District No. 2 is not requesting an amendment to its service plan at this time because the district either is not expected at any time to issue debt and thus it will likely never impose an ARI Mill Levy, or it will include only commercial property, and under either circumstance the changes proposed in the Service Plan Amendments would not apply.

c. Senac South Metropolitan District Nos. 1-4

Senac South Metropolitan District Nos. 1-4 are also not requesting an amendment to their service plans at this time because the districts have expressed a preference not to alter their ARI Mill Levy as proposed in the Service Plan Amendments. This is not expected to adversely impact the Amending Members or SARIA, and the Amending Members and SARIA have determined nonetheless to proceed with the Service Plan Amendments.

III. SARIA Background

SARIA was organized for the limited purpose of financing "Regional Improvements" consistent with SARIA's establishing agreement and the service plans of each of SARIA's member districts.

SARIA does not and is not authorized under its establishing agreement to own, operate or maintain any public improvements.

SARIA also does not impose any taxes or fees. Rather, SARIA relies entirely upon revenues derived from each member district's ARI Mill Levy as set forth in the member districts' service plans (the "ARI Mill Levy(ies)") in order to finance Regional Improvements.

IV. Current ARI Mill Levy System

Currently, consistent with the City's Model Service Plan in place since 2004, the SARIA member districts' ARI Mill Levies are generally imposed, beginning the first year each district imposes a debt service mill levy, as follows:

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Tier 1: 1 mill from Years 1-20 ("Tier 1 Levy");

Tier 2: 5 mills Years 21-40, or the date of repayment of the district's debt, whichever first occurs ("Tier 2 Levy"); and

Tier 3: for an additional ten (10) years, the mill levy is equal to the average debt service mill levy imposed in the ten (10) years prior to the date of repayment of the district's debt ("Tier 3 Levy").

V. Limited Purpose of Proposed Service Plan Amendments

The limited purpose of the Service Plan Amendments is to modify the ARI Mill Levy of each Amending Member as set forth below. For clarity, all ARI Mill Levies discussed herein and as may be amended under the Service Plan Amendments shall be adjusted in accordance with each Amending Member's respective Service Plan to adjust for changes occurring after January 1, 2004. **No other changes are requested to the service plans of the Amending Members.**

The requested changes are as follows:

For Amending Members that currently have residents:

Tier 1 Levy: 1 mill from Years 1-20 (*unchanged*)

Tier 2 Levy: 5 mills for Years 21-40, or the date of repayment of the debt incurred for Public Improvements, other than Regional Improvements, which ever first occurs (*unchanged*); and

Tier 3 Levy: for an additional ten years, the mill levy shall be equal to the lesser of 30 mills or the mill levy imposed by such district in the tax year 2023 for collection in 2024.

For Amending Members that do not currently have residents:

Tier 1 Levy: 5 mills from Years 1-20 (*increased from 1 mill to 5 mills*);

Tier 2 Levy: 5 mills from Years 21-40, or the date of repayment of the debt incurred for Public Improvements, other than Regional Improvements, which ever first occurs (*unchanged*); and

Tier 3 Levy: for an additional ten years, the mill levy shall be 30 mills.

In addition, the Service Plan Amendments clarify that the Tier 3 Levy is to commence no later than year 40.

More specifically, the foregoing changes to the ARI Mill Levy for the Amending Members can be summarized, and the SARIA member districts can be broken out into four groups, as follows:

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“Group 1”:

Tier 1 Levy: 1 mill (*unchanged*)
Tier 2 Levy: 5 mills (*unchanged*)
Tier 3 Levy: 30 mills (*fixed at 30 mills*)

Forest Trace Metropolitan District No. 1 (2023/24 debt service mill levy = no levy imposed yet)
Forest Trace Metropolitan District No. 3 (2023/24 debt service mill levy = 56.440)
Inspiration Metropolitan District (2023/24 debt service mill levy = 34 mills)
Pronghorn Valley Metropolitan District (2023/24 debt service mill levy = 57.156)

“Group 2”:

Tier 1 Levy: 1 mill (*unchanged*)
Tier 2 Levy: 5 mills (*unchanged*)
Tier 3 Levy: 2023/24 debt service mill levy (*which is less than 30 mills*)

Sorrel Ranch Metropolitan District: Tier 3 Levy = 28.154 mills
Whispering Pines Metropolitan District No. 1: Tier 3 Levy = 26 mills

“Group 3” (No Current Residents):

Tier 1 Levy: 5 mills (*increased from 1 to 5*)
Tier 2 Levy: 5 mills (*unchanged*)
Tier 3 Levy: 30 mills (*fixed at 30 mills*)

Kings Point South Metropolitan District Nos. 1-3
Overlook at Kings Point South Metropolitan District
Prairie Point Metropolitan District Nos. 1-3

“Group 4” (No Service Plan Amendment Proposed):

Beacon Point Metropolitan District
Blackstone Metropolitan District
Forest Trace Metropolitan District No. 2
Senac South Metropolitan District Nos. 1-4
Southlands Metropolitan District No. 2
Wheatlands Metropolitan District

Again, for clarity, all ARI Mill Levies listed above and as may be amended under such Service Plan Amendments shall be adjusted in accordance with each Amending Member’s respective Service Plan to adjust for changes occurring after January 1, 2004.

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VI. Rationale and Benefits of Proposed Service Plan Amendments

As stated above, the proposed Service Plan Amendments have been approved individually by the Boards of Directors of all the Amending Members. The Service Plan Amendments are being submitted by SARIA to the City as one package on behalf of all the Amending Members in order to process them efficiently.

As currently defined in the service plans of the Amending Members, the ARI Mill Levy is complicated and, with regard to the Tier 3 Levy, simply cannot be accurately projected. For example, because the Tier 3 Levy is supposed to be "equal to the average debt service mill levy imposed in the ten (10) years prior to the date of repayment of the district's debt," a date that is for some districts more than 20 years in the future, it is impossible to know now what the Tier 3 Levy will actually be. This makes it difficult for the Amending Members to plan out their property tax levies into the future. It also means that the Tier 3 Levy may be impacted by long-term influences such as changing property values and changing Board priorities well into the future. Further, it makes the issuance of debt to finance Regional Improvements supported by the Amending Members' ARI mill levies difficult and thus more expensive to issue.

The Tier 3 Levy, while it is supposed to begin in year 40 or the date of repayment of the district's debt, whichever first occurs, cannot be calculated in year 40 if the district's debt is not yet repaid because the Tier 3 Levy is calculated based on the debt service mill levy rate in the 10 years prior to "repayment."

In order to resolve the foregoing issues, the Amending Members and SARIA initially proposed fixing the Tier 3 Levies of all Amending Members at 30 mills as an approximate average of currently projected Tier 3 Levies. However, a number of Amending Members already had a debt service mill levy below 30 mills. So, rather than setting the Tier 3 Levies at a rate higher than the current projection, the Amending Members settled upon a Tier 3 Levy fixed at the lesser of 30 mills or each district's current debt service mill levy. This is why the Amending Members are separated into Group 1 and Group 2, above.

Further, a subset of the Amending Members, identified as Group 3 above, are willing to increase their Tier 1 Levy from 1 mill to 5 mills. These districts are still in predevelopment stages and would generally not see an increase in their ARI Mill Levy for up to 20 years, unlike other members districts who are 10-20 years into the ARI Mill Levy timeline. By increasing their Tier 1 Levy, these Group 3 districts will contribute more to Regional Improvements by way of their increased Tier 1 Levy contributions in earlier years.

Finally, the Service Plan Amendments clarify an ambiguity as to the Tier 3 Levy by setting a defined Tier 3 Levy Rate in the scenario where a district has not paid off its debt by year 40.

VII. Summary of Benefits of Proposed Service Plan Amendments

The benefits of the proposed Service Plan Amendments to the Amending Members can be summarized as follows:

- Establishes a set Tier 3 Levy;
- Allows Amending Members to anticipate future property tax rates and assists in long-term planning;
- Protects against any factors that would otherwise increase the Tier 3 Levy;

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- Allows for more certain revenue projections to aid in financing Regional Improvements;
- Increases Tier 1 Levy revenue from the Group 3 Amending Members to better support Regional Improvements; and
- Clarifies the Tier 3 Levy in the circumstances when a district has not paid off its debt by year 40 by setting a defined Tier 3 Levy Rate.

VIII. Summary and Request

In closing, on behalf of the Amending Members and SARIA, we respectfully request that the Aurora City Council approve the enclosed Service Plan Amendments.

Sincerely,

/s/ Thomas N. George

Tom George
Spencer Fane LLP

Encs.

RESOLUTION OF THE BOARD OF DIRECTORS OF THE PRAIRIE POINT METROPOLITAN DISTRICT NO. 3 APPROVING SERVICE PLAN AMENDMENT

WHEREAS, on August 22, 2005, the City of Aurora (the "City") approved the Service Plan for Kings Point Metropolitan District No. 3 (the "Service Plan");

WHEREAS, on May 9, 2022, Kings Point Metropolitan District No. 3 (the "District") changed its name to Prairie Point Metropolitan District No. 3 pursuant to an Order Granting Petition for Name Change granted by the Arapahoe County District Court and recorded with the Arapahoe County Clerk and Recorder;

WHEREAS, on April 22, 2024, the City approved the Amended and Restated Service Plan for Prairie Point Metropolitan District No. 3 (the "Amended and Restated Service Plan"), replacing the Service Plan in its entirety;

WHEREAS, the District previously entered into that certain South Aurora Regional Improvement Authority Establishment Agreement (the "SARIA Establishment Agreement") and is a member district of the South Aurora Regional Improvement Authority ("SARIA"), and, consistent with the Service Plan and the SARIA Establishment Agreement, the District has pledged its ARI Mill Levy (as defined in the Service Plan) to SARIA;

WHEREAS, SARIA previously issued special revenue bonds to fund, in part, regional improvements consistent with the SARIA Establishment Agreement, and SARIA desires to issue additional debt to finance additional regional improvements, but SARIA has determined that the ARI Mill Levy as currently set forth in the Service Plan poses various challenges to the issuance of debt funded by the ARI Mill Levy of the District and all other districts that are parties to the SARIA Establishment Agreement; and

WHEREAS, the Board of Directors of the District (the "Board") has determined that an amendment to the Amended and Restated Service Plan is necessary to make certain revisions to the ARI Mill Levy in order to facilitate the issuance of debt by SARIA to fund additional regional improvements for the benefit of SARIA, the District, the other districts that are parties to the SARIA Establishment Agreement, and their collective and respective residents, owners, taxpayers and constituents, as set forth herein.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE PRAIRIE POINT METROPOLITAN DISTRICT NO. 3 AS FOLLOWS:

1. The Board hereby approves the First Amendment to Amended and Restated Service Plan attached hereto as **Exhibit A** and incorporated by reference herein (the "Service Plan Amendment").

2. The Board directs and authorizes the District's manager, legal counsel, accountant and/or other consultants, in coordination with each other, to submit the Service Plan Amendment

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to the City for consideration and to take any and all actions reasonably necessary to obtain the City's full and final approval of the Service Plan Amendment.

3. The Board further authorizes SARIA and its manager, legal counsel, accountant and/or other consultants, in coordination with the District's consultants, to submit the Service Plan Amendment to the City for consideration and to take any and all actions reasonably necessary to obtain the City's full and final approval of the Service Plan Amendment on behalf of the District.

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ADOPTED AND EFFECTIVE THIS 1st day of August, 2024.

PRAIRIE POINT METROPOLITAN DISTRICT NO. 3

/s/: _____

Name: Brandon Wyszynski

Title: Board President

ATTEST:

/s/: Lisa Jacoby

Name: Lisa Jacoby

Title: Secretary

Doc ID: 100ce5519e34e35c5f9558e1b5e98307a41fb5d8

Exhibit A to Resolution

[attach Service Plan Amendment]

Doc ID: 100ce5519e34e35c5f9558e1b5e98307a41fb5d8

AMENDMENT
TO
AMENDED AND RESTATED SERVICE PLAN
FOR
PRAIRIE POINT METROPOLITAN DISTRICT NO. 3

City of Aurora, Colorado

Amended and Restated Service Plan approved by the City of Aurora on April 22, 2024

This Amendment Dated _____

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I. INTRODUCTION AND PURPOSE OF FIRST AMENDMENT

The City of Aurora approved the Amended and Restated Service Plan (the "**Service Plan**") for Prairie Point Metropolitan District No. 3 (the "**District**") on April 22, 2024. This Amendment to Service Plan ("**Amendment**") is intended to be read in conjunction with the Service Plan.

The District entered into that certain South Aurora Regional Improvement Authority Establishment Agreement (the "**SARIA Establishment Agreement**") and is a member district of the South Aurora Regional Improvement Authority ("**SARIA**"). The SARIA Establishment Agreement is considered an ARI Establishment Agreement and SARIA is considered an ARI Authority pursuant to the Service Plan, as those terms are defined in the Service Plan.

Consistent with the Service Plan and the SARIA Establishment Agreement, the District has pledged its ARI Mill Levy to SARIA.

SARIA previously issued its Special Revenue Bonds, Series 2018, to fund, in part, Regional Improvements consistent with the SARIA Establishment Agreement (the "**Regional Improvements**," as defined in the SARIA Establishment Agreement). SARIA desires to issue additional debt to finance additional Regional Improvements, but has determined that the ARI Mill Levy as currently set forth in the Service Plan poses various challenges to the issuance of debt funded by the ARI Mill Levy of the District and all other districts that are party to the SARIA Establishment Agreement.

The District, as well as SARIA and all the other districts that are parties to the SARIA Establishment Agreement, have determined that certain revisions to the ARI Mill Levy as set forth in the service plans of each of the districts, by way of this Amendment, will facilitate the issuance of debt by SARIA to fund additional Regional Improvements for the benefit of SARIA, the District, the other districts that are parties to the SARIA Establishment Agreement, and their collective and respective residents, owners, taxpayers and constituents.

The limited purpose of this Amendment is to amend the Service Plan's definition of ARI Mill Levy as further set forth below.

II. AMENDMENT

The District's Service Plan is hereby amended as follows:

Section A of the definition of "ARI Mill Levy" in Section II of the Service Plan shall be deleted in its entirety and replaced with the following language:

> A. For a district with property within its boundaries developed with any residential uses means the mill levy imposed for payment of the costs of the planning, design, permitting, construction, acquisition and financing of the improvements described in the ARI Master Plan, which: (i) shall be five (5) mills for collection beginning for each district in the first year of collection of a debt

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service mill levy by such district and continuing in each year thereafter through the twentieth (20th) year; and (ii) shall be five (5) mills from the twenty-first (21st) year through the fortieth (40th) year or the date of repayment of the debt incurred for Public Improvements, other than Regional Improvements, which ever first occurs; and (iii) for an additional ten (10) years, the mill levy shall be thirty (30) mills; and

Additionally, Section D. of the definition of "ARI Mill Levy" in Section II of the Service Plan shall be deleted in its entirety and replaced with the following language:

D. If, on or after January 1, 2004, there are changes in the method of calculating assessed valuation or any constitutionally mandated tax credit, cut, or abatement, all mills described in this ARI Mill Levy definition may be increased or decreased to reflect such changes, such increases or decreases to be determined by the Board in good faith (such determination to be binding and final) so that to the extent possible, the actual tax revenues generated by the mill levy, as adjusted for changes occurring after January 1, 2004, are neither diminished nor enhanced as a result of such changes. For purposes of the foregoing, a change in the ratio of actual valuation shall be deemed to be a change in the method of calculating assessed valuation.

III. CONDITIONAL EFFECTIVENESS OF AMENDMENT; REFUNDING OF 2018 BONDS AS CONDITION PRECEDENT

It is acknowledged that SARIA previously issued its South Aurora Regional Improvement Authority Special Revenue Bonds, Series 2018, in the original amount of $11,265,000, on December 19, 2018 (the "**2018 Bonds**"). It is further acknowledged that the 2018 Bonds are secured, in part, by the pledge of the District's ARI Mill Levy as such ARI Mill Levy is defined in the District's Service Plan prior to this Amendment. Nothing in this Amendment is intended to alter, amend, limit or otherwise affect the ARI Mill Levy as pledged toward the 2018 Bonds.

Therefore, it is expressly stated that this Amendment shall only take effect upon the condition precedent that the 2018 bonds are refunded, repaid, defeased, or otherwise paid in full, and this Amendment shall not be of any force and effect unless and until the 2018 bonds are refunded, repaid, defeased, or otherwise paid in full.

IV. EFFECT OF AMENDMENT

All capitalized terms used but not otherwise defined in this Amendment shall have the definitions ascribed to them in the Service Plan. Except as specifically amended as set forth above, all other provisions of the Service Plan shall remain in full force and effect. To the extent there are any inconsistencies between this Amendment and the Service Plan, this Amendment shall control.

V. REQUESTED APPROVAL

It is hereby requested that the City Council of the City of Aurora, Colorado, which has jurisdiction to approve this Amendment by virtue of Section 32-1-207(2) C.R.S., *et seq.*, as

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amended, adopt a resolution of approval which approves this Amendment to the Service Plan as submitted.

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CITY OF AURORA
Council Agenda Commentary

Item Title: Pronghorn Valley Metropolitan District Service Plan Amendment (Ordinance) - PH
Item Initiator: Michael Kerrigan, Special District Administrator, Development Services
Staff Source/Legal Source: Michael Kerrigan, Special District Administrator, Development Services / Brian Rulla, Assistant City Attorney
Outside Speaker: Tom George, Spencer Fane LLP
Council Goal: 2012: 6.0--Provide a well-managed and financially strong City

COUNCIL MEETING DATES:

Study Session: 2/24/2025

Regular Meeting: 3/12/2025

2nd Regular Meeting (if applicable): 3/24/2025

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)

Michael Kerrigan, Special District Administrator, Development Services / Brian Rulla, Assistant City Attorney
Outside Speaker: Tom George, Spencer Fane LLP

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: Management & Finance

Policy Committee Date: 2/6/2025

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 Pronghorn Valley Metropolitan District (the "District") was created to plan, design, acquire, construct, install, relocate, finance, own, operate, and maintain the public improvements necessary to develop the Pomeroy neighborhood generally located north of the Southlands shopping center. City Council approved the Service Plan for the District in July 2017.

The approved Service Plan requires the District to impose the Aurora Regional Improvement ("ARI") mill levy to fund the planning, design, permitting, construction, acquisition, and financing of regional street and transportation related improvements that benefit the service area of the District. The improvement projects to be funded by the ARI are intended to be large, regional projects that have limited funding sources available. The ARI Mill Levy for the District fall into two general categories based upon land usage and the ARI Mill Levy increases over time.

Residential metro districts:

- Tier 1- 1 mill in years 1-20.
- Tier 2- 5 mills in years 21-40 or the year of debt repayment whichever occurs first.
- Tier 3- Average of last 10 years debt service mills in years 41-50.

Commercial (non-residential) districts:

- Tier 1- 1 mill in years 1-20.
- Tier 2- 1.5 mills in years 21-40.
- Tier 3- Lesser of 20 mills or average of last 10 years debt service mills in years 41-45.

Additionally, the District is provided three options for how the ARI Mill Levy funds are to be managed:

1. Establish or join an ARI Authority with three or more other metropolitan districts; the ARI Authority then directs the use of funds.
2. Execute an IGA with the City which directs the use of funds.
3. Convey the funds to the City at which point the City determines how to use the funds.

In 2017 the District entered into an establishment agreement to form the South Aurora Regional Improvement Authority (SARIA). SARIA was created to use the ARI Mill Levy revenue from its member districts to fund regional transportation infrastructure projects. The following 22 Metropolitan Districts are members of the authority, and districts marked with an asterisk currently have residents:

- Beacon Point Metropolitan District*
- Blackstone Metropolitan District*
- Forest Trace Metropolitan Districts Nos. 1-3 * (only Districts 1 and 3 have residents)
- Inspiration Metropolitan District*
- Kings Point South Metropolitan Districts Nos. 1-3

- Overlook at Kings Point South Metropolitan District
- Prairie Point Metropolitan District Nos. 1-3
- Pronghorn Valley Metropolitan District*
- Senac South Metropolitan Districts Nos. 1-4
- Sorrel Ranch Metropolitan District*
- Southlands Metropolitan District No. 2*
- Wheatlands Metropolitan District*
- Whispering Pines Metropolitan District No. 1*

Each of these districts, with the exception of Beacon Point Metropolitan District, Blackstone Metropolitan District, Forest Trace Metropolitan District No. 2, Senac South Metropolitan District Nos. 1-4, Southlands Metropolitan District No. 2, and Wheatlands Metropolitan District are requesting amendments to their Service Plans to update the ARI Mill Levy language.

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

The service plan amendment is limited in scope to amend the ARI Mill Levy. SARIA is currently planning to refund its existing debt in an effort to achieve savings. With the refunding, SARIA will also issue new bonds and the proceeds of which will be used to further the purposes of its establishment agreement. The service plan amendments clarify an uncertainty for the tier 3 ARI Mill Levy. The current ARI Mill Levy language is written such that the tier 3 ARI Mill Levy will not be known until 40 to 50 years in the future, this uncertainty poses a risk for the bond market. The adjusted ARI Mill Levy definition changed with this service plan amendment provides a known fixed mill levy today for the tier 3 ARI Mill Levy, thereby providing more certainty for the bond market which in turn should bring more favorable financing for the upcoming SARIA bond issuance.

The amended ARI Mill Levy definitions are shown below for each SARIA member district, the specific treatment for the District is highlighted in red.

Group 1- member districts with residents and no current debt mill levy or current debt mill levy greater than 30 mills:

- Tier 1- 1 mill (amount and time period unchanged)
- Tier 2- 5 mills (amount and time period unchanged)
- Tier 3- 30 mills (time period unchanged, amount fixed at 30 mills)

Forest Trace Metropolitan District No. 1 (no 2023/24 debt service levy imposed)
Forest Trace Metropolitan District No. 3 (2023/24 debt service levy = 56.440
Inspiration Metropolitan District (2023/24 debt service levy = 34 mills)
Pronghorn Valley Metropolitan District (2023/24 debt service levy = 57.156)

Group 2- member districts with current debt mill levies less than 30 mills:

- Tier 1- 1 mill (amount and time period unchanged)
- Tier 2- 5 mills (amount and time period unchanged)
- Tier 3- Lesser of 30 mills or 2023/24 debt service mill levy (time period unchanged, amount changed to be reflective of current debt service mill levy)

Sorrel Ranch Metropolitan District: Tier 3 = 28.154 mills
Whispering Pines Metropolitan District No. 1: Tier 3 = 26 mills

Group 3- member districts with no residents and no current debt mill levy:

- Tier 1- 5 mills (time period unchanged, amount increased from 1 to 5)
- Tier 2- 5 mills (amount and time period unchanged)
- Tier 3- 30 mills (time period unchanged, amount changed to be fixed at 30 mills)

Kings Point South Metropolitan District Nos. 1-3
Overlook at Kings Point South Metropolitan District
Prairie Point Metropolitan District Nos. 1-3

Group 4- member districts with no Service Plan Amendment Proposed:
Beacon Point Metropolitan District
Blackstone Metropolitan District
Forest Trace Metropolitan District No. 2
Senac South Metropolitan District Nos. 1-4
Southlands Metropolitan District No. 2
Wheatlands Metropolitan District

In addition to the Service Plan Amendments, there are four accompanying IGAs. The Transportation Impact Fee agreement will be presented concurrently with the amendments. IGAs for the Gun Club Road, Aurora Parkway Improvements, and Gartrell Road Improvements projects will be presented at a future TAPS committee meeting.

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 forward this item to the Regular City Council Meeting as proposed?

LEGAL COMMENTS

Title 32, Article 1, C.R.S., as amended, and Section 122-36(b) of the City Code each provide that material modifications to an approved metropolitan district service plan may be made by the board of directors of a district only by petition to and approval by the City Council in substantially the same manner as provided for in the approval for an original service plan.

Section 122-32 of the City Code requires that the City Council conduct a public hearing regarding approval of the proposed district and its service plan. Therefore, a public hearing is required prior to material modifications of the service plan pursuant to Section 122-36(b).

Section 122-30(21) further requires that the special district enter into a written agreement with the City. The proposed Intergovernmental Agreement satisfies the requirements set forth therein. As the proposed Agreement is with another governmental entity, a resolution is required to authorize its execution. (City Charter Section 10-12.)

All legislative enactments must be in the form of ordinances pursuant to Section 5-1 of the Charter of the City of Aurora, Colorado and City Council Rule F.1 provides that an ordinance remains in effect until otherwise rescinded or amended by the City Council.

(Rulla)

ORDINANCE NO. 2025-__

A BILL

FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO APPROVING AN AMENDMENT TO THE SERVICE PLAN FOR PRONGHORN VALLEY METROPOLITAN DISTRICT

WHEREAS, the City Council (the "City Council") of the City of Aurora, Colorado (the "City") previously approved the Service Plan (the "Service Plan") for the Pronghorn Valley Metropolitan District (the "District") on July 24, 2017

WHEREAS, pursuant to Section 32-1-204.5, C.R.S., as amended, and Section 122-29 of the City Code, an Amendment to the Service Plan (the "Service Plan Amendment") for the District has been submitted to the City Council; and

WHEREAS, pursuant to the provisions of Title 32, Article 1, C.R.S., as amended, and Chapter 122 of the City Code, the City Council is to hold a public hearing on the Service Plan Amendment for the District; and

WHEREAS, notice of the hearing before the City Council was duly published in the *Aurora Sentinel*, a newspaper of general circulation within the City, as required by law, and mailed to all interested persons, the Division of Local Government, and the governing body of each municipality and title 32 district that has levied an ad valorem tax within the next preceding tax year and that has boundaries within a radius of three miles of the District; and

WHEREAS, the Aurora Regional Improvement mill levy imposed within the City's model service plan allows for the formation of an Authority by three (3) or more districts to fund regional infrastructure with the pledge of their ARI mill levies collected from all member districts; and

WHEREAS, the District previously entered into that certain South Aurora Regional Improvement Authority Establishment Agreement (the "SARIA Establishment Agreement") and is a member district of the South Aurora Regional Improvement Authority ("SARIA"), and, consistent with the Service Plan and the SARIA Establishment Agreement, the District has pledged its ARI Mill Levy (as defined in the Service Plan) to SARIA; and

WHEREAS, the Service Plan Amendment provides that Section A of the definition of "ARI Mill Levy" in Section II of the Service Plan shall be deleted in its entirety and replaced with the following language: "For a district with property within its boundaries developed with any residential uses means the mill levy imposed for payment of the costs of the planning, design, permitting, construction, acquisition and financing of the improvements described in the ARI Master Plan, which: (i) shall be one (1) mill for collection beginning for each district in the first year of collection of a debt service mill levy by such district and continuing in each year thereafter through the twentieth (20th) year; and (ii) shall be five (5) mills from the twenty-first (21st) year through the fortieth (40th) year or the date of repayment of the debt incurred for Public Improvements, other than Regional Improvements, which ever first occurs; and (iii) for an

additional ten (10) years, the mill levy shall be thirty (30) mills;" and

WHEREAS, the Service Plan Amendment further provides that, Section D of the definition of "ARI Mill Levy" in Section II of the Service Plan shall be deleted in its entirety and replaced with the following language: "If, on or after January 1, 2004, there are changes in the method of calculating assessed valuation or any constitutionally mandated tax credit, cut, or abatement, all mills described in this ARI Mill Levy definition may be increased or decreased to reflect such changes, such increases or decreases to be determined by the Board in good faith (such determination to be binding and final) so that to the extent possible, the actual tax revenues generated by the mill levy, as adjusted for changes occurring after January 1, 2004, are neither diminished nor enhanced as a result of such changes. For purposes of the foregoing, a change in the ratio of actual valuation shall be deemed to be a change in the method of calculating assessed valuation;" and

WHEREAS, the City Council has considered the Service Plan Amendment, and all other testimony and evidence presented at the hearing; and

WHEREAS, the City Council finds that the Service Plan Amendment should be approved unconditionally, as permitted by Sections 32-1-203(2) and 32-1-204.5(1)(a), C.R.S., as amended, and Section 122-34(a) of the City Code; and

WHEREAS, all legislative enactments must be in the form of ordinances pursuant to Section 5-1 of the Charter of the City of Aurora, Colorado and City Council Rule F.1 provides that an ordinance remains in effect until otherwise rescinded or amended by the City Council.

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

Section 1. The City Council hereby finds and determines that all of the requirements of Title 32, Article 1, Part 2, C.R.S., as amended, and Chapter 122 of the City Code relating to the filing of the Service Plan Amendment for the District has been fulfilled and that notice of the hearing was given in the time and manner required by law and that City Council has jurisdiction to act on the Service Plan Amendment.

Section 2. The City Council further determines that all pertinent facts, matters and issues were submitted at the public hearing; that all interested parties were heard or had the opportunity to be heard and that evidence satisfactory to the City Council of each of the following was presented:

a. There is sufficient existing and projected need for organized service in the area to be serviced by the District;

b. The existing service in the area to be served by the District is inadequate for present and projected needs;

c. The District is capable of providing economical and sufficient service to the area within their proposed boundaries;

d. The area included in the District has, or will have, the financial ability to discharge the proposed indebtedness on a reasonable basis;

e. Adequate service is not, or will not be, available to the area through the City, Adams County, or other existing municipal or quasi-municipal corporations, including other existing title 32 districts, within a reasonable time and on a comparable basis;

f. The facility and service standards of the District are compatible with the facility and service standards of the City;

g. The proposed Service Plan Amendment Plan is in substantial compliance with the comprehensive plan of the City as adopted pursuant to the City Code;

h. The proposed Service Plan Amendment is in compliance with any duly adopted City, regional, or state long-range water quality management plan for the area; and

i. The creation of the District will be in the best interests of the area proposed to be served.

Section 3. The City Council hereby approves the Service Plan Amendment for the District as submitted.

Section 4. The ARI Mill Levy defined in this Service Plan Amendment applies only to Pronghorn Valley Metropolitan District. In all other instances the definition of ARI Mill Levy in City Code §122-26 shall remain in full force and effect.

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.

Section 7. All prior resolutions or any parts thereof, to the extent that they are inconsistent with this Ordinance, are hereby rescinded.

Section 8. Future amendments to the Intergovernmental Agreement Between the City and the District as well as amendments to the Service Plan shall be by resolution.

INTRODUCED, READ AND ORDERED PUBLISHED this _____ day of _____, 2025.

PASSED AND ORDERED PUBLISHED this _____ day of _____, 2025.

_____
MIKE COFFMAN, Mayor

ATTEST:

_____
KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

PETER A. SCHULTE, CITY ATTORNEY

By: _____ RLA
BRIAN J. RULLA, Assistant City Attorney

File No. 5027332-0012

January 22, 2025

Office of Development Assistance
City of Aurora
15151 E. Alameda Pkwy
Aurora, CO 80012

Re: Proposed Service Plan Amendments for South Aurora Regional Improvement Authority ("SARIA") Member Districts; Revisions to ARI Mill Levies

To the Office of Development Assistance, City of Aurora:

I. Introduction

The South Aurora Regional Improvement Authority ("SARIA") is a contractually-established authority created for the purpose of funding regional transportation improvements in the southern portion of Aurora. SARIA was originally established by intergovernmental agreement in 2017 and currently includes as its members the City of Aurora (the "City") in addition to the following 22 individual metropolitan districts:

Beacon Point Metropolitan District
Blackstone Metropolitan District
Forest Trace Metropolitan District Nos. 1-3
Inspiration Metropolitan District
Kings Point South Metropolitan District Nos. 1-3
Overlook at Kings Point South Metropolitan District
Prairie Point Metropolitan District Nos. 1-3
Pronghorn Valley Metropolitan District
Senac South Metropolitan District Nos. 1-4
Sorrel Ranch Metropolitan District
Southlands Metropolitan District No. 2
Wheatlands Metropolitan District
Whispering Pines Metropolitan District No. 1

Submitted with this letter are proposed service plan amendments (the "Service Plan Amendments") to amend the service plans of all but nine of SARIA's member districts (excluding such nine districts, the "Amending Members"), along with resolutions of each of the Amending Members authorizing SARIA to submit the Service Plan Amendments to the City.

The Boards of Directors of all of the Amending Members have approved the Service Plan Amendments and have authorized SARIA, on behalf of the Amending Members, to process the Service Plan Amendments as one submittal with the City.

The limited purpose of the Service Plan Amendments is to modify the ARI Mill Levy of each Amending Member as set forth herein. No other changes are requested to the service plans of the Amending Members.

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II. Districts Not Proposing Service Plan Amendments

a. Beacon Point Metropolitan District; Blackstone Metropolitan District; Southlands Metropolitan District No. 2; and Wheatlands Metropolitan District

All of the SARIA member districts recently unanimously approved an ARI Master Plan No. 3. The purpose of ARI Master Plan No. 3, consistent with SARIA's establishing agreement, is to set forth details regarding the prioritization and funding of the next set of regional improvements by SARIA. A key component of ARI Master Plan No. 3, as further set forth therein, is that Beacon Point Metropolitan District, Blackstone Metropolitan District, Southlands Metropolitan District No. 2, and Wheatlands Metropolitan District (the "Limited Participants") will contribute their ARI Mill Levies to SARIA under ARI Master Plan No. 3 only through 2038. Because the Limited Participants will only contribute their ARI Mill Levies to SARIA through 2038, the changes proposed in the Service Plan Amendments would have no bearing on SARIA, and no amendments to their service plans are therefore required or requested by them at this time.

b. Forest Trace Metropolitan District No. 2

Forest Trace Metropolitan District No. 2 is not requesting an amendment to its service plan at this time because the district either is not expected at any time to issue debt and thus it will likely never impose an ARI Mill Levy, or it will include only commercial property, and under either circumstance the changes proposed in the Service Plan Amendments would not apply.

c. Senac South Metropolitan District Nos. 1-4

Senac South Metropolitan District Nos. 1-4 are also not requesting an amendment to their service plans at this time because the districts have expressed a preference not to alter their ARI Mill Levy as proposed in the Service Plan Amendments. This is not expected to adversely impact the Amending Members or SARIA, and the Amending Members and SARIA have determined nonetheless to proceed with the Service Plan Amendments.

III. SARIA Background

SARIA was organized for the limited purpose of financing "Regional Improvements" consistent with SARIA's establishing agreement and the service plans of each of SARIA's member districts.

SARIA does not and is not authorized under its establishing agreement to own, operate or maintain any public improvements.

SARIA also does not impose any taxes or fees. Rather, SARIA relies entirely upon revenues derived from each member district's ARI Mill Levy as set forth in the member districts' service plans (the "ARI Mill Levy(ies)") in order to finance Regional Improvements.

IV. Current ARI Mill Levy System

Currently, consistent with the City's Model Service Plan in place since 2004, the SARIA member districts' ARI Mill Levies are generally imposed, beginning the first year each district imposes a debt service mill levy, as follows:

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Tier 1: 1 mill from Years 1-20 ("Tier 1 Levy");

Tier 2: 5 mills Years 21-40, or the date of repayment of the district's debt, whichever first occurs ("Tier 2 Levy"); and

Tier 3: for an additional ten (10) years, the mill levy is equal to the average debt service mill levy imposed in the ten (10) years prior to the date of repayment of the district's debt ("Tier 3 Levy").

V. Limited Purpose of Proposed Service Plan Amendments

The limited purpose of the Service Plan Amendments is to modify the ARI Mill Levy of each Amending Member as set forth below. For clarity, all ARI Mill Levies discussed herein and as may be amended under the Service Plan Amendments shall be adjusted in accordance with each Amending Member's respective Service Plan to adjust for changes occurring after January 1, 2004. **No other changes are requested to the service plans of the Amending Members.**

The requested changes are as follows:

For Amending Members that currently have residents:

Tier 1 Levy: 1 mill from Years 1-20 (*unchanged*)

Tier 2 Levy: 5 mills for Years 21-40, or the date of repayment of the debt incurred for Public Improvements, other than Regional Improvements, which ever first occurs (*unchanged*); and

Tier 3 Levy: for an additional ten years, the mill levy shall be equal to the lesser of 30 mills or the mill levy imposed by such district in the tax year 2023 for collection in 2024.

For Amending Members that do not currently have residents:

Tier 1 Levy: 5 mills from Years 1-20 (*increased from 1 mill to 5 mills*);

Tier 2 Levy: 5 mills from Years 21-40, or the date of repayment of the debt incurred for Public Improvements, other than Regional Improvements, which ever first occurs (*unchanged*); and

Tier 3 Levy: for an additional ten years, the mill levy shall be 30 mills.

In addition, the Service Plan Amendments clarify that the Tier 3 Levy is to commence no later than year 40.

More specifically, the foregoing changes to the ARI Mill Levy for the Amending Members can be summarized, and the SARIA member districts can be broken out into four groups, as follows:

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“Group 1”:

Tier 1 Levy: 1 mill (*unchanged*)
Tier 2 Levy: 5 mills (*unchanged*)
Tier 3 Levy: 30 mills (*fixed at 30 mills*)

Forest Trace Metropolitan District No. 1 (2023/24 debt service mill levy = no levy imposed yet)
Forest Trace Metropolitan District No. 3 (2023/24 debt service mill levy = 56.440)
Inspiration Metropolitan District (2023/24 debt service mill levy = 34 mills)
Pronghorn Valley Metropolitan District (2023/24 debt service mill levy = 57.156)

“Group 2”:

Tier 1 Levy: 1 mill (*unchanged*)
Tier 2 Levy: 5 mills (*unchanged*)
Tier 3 Levy: 2023/24 debt service mill levy (*which is less than 30 mills*)

Sorrel Ranch Metropolitan District: Tier 3 Levy = 28.154 mills
Whispering Pines Metropolitan District No. 1: Tier 3 Levy = 26 mills

“Group 3” (No Current Residents):

Tier 1 Levy: 5 mills (*increased from 1 to 5*)
Tier 2 Levy: 5 mills (*unchanged*)
Tier 3 Levy: 30 mills (*fixed at 30 mills*)

Kings Point South Metropolitan District Nos. 1-3
Overlook at Kings Point South Metropolitan District
Prairie Point Metropolitan District Nos. 1-3

“Group 4” (No Service Plan Amendment Proposed):

Beacon Point Metropolitan District
Blackstone Metropolitan District
Forest Trace Metropolitan District No. 2
Senac South Metropolitan District Nos. 1-4
Southlands Metropolitan District No. 2
Wheatlands Metropolitan District

Again, for clarity, all ARI Mill Levies listed above and as may be amended under such Service Plan Amendments shall be adjusted in accordance with each Amending Member’s respective Service Plan to adjust for changes occurring after January 1, 2004.

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VI. Rationale and Benefits of Proposed Service Plan Amendments

As stated above, the proposed Service Plan Amendments have been approved individually by the Boards of Directors of all the Amending Members. The Service Plan Amendments are being submitted by SARIA to the City as one package on behalf of all the Amending Members in order to process them efficiently.

As currently defined in the service plans of the Amending Members, the ARI Mill Levy is complicated and, with regard to the Tier 3 Levy, simply cannot be accurately projected. For example, because the Tier 3 Levy is supposed to be "equal to the average debt service mill levy imposed in the ten (10) years prior to the date of repayment of the district's debt," a date that is for some districts more than 20 years in the future, it is impossible to know now what the Tier 3 Levy will actually be. This makes it difficult for the Amending Members to plan out their property tax levies into the future. It also means that the Tier 3 Levy may be impacted by long-term influences such as changing property values and changing Board priorities well into the future. Further, it makes the issuance of debt to finance Regional Improvements supported by the Amending Members' ARI mill levies difficult and thus more expensive to issue.

The Tier 3 Levy, while it is supposed to begin in year 40 or the date of repayment of the district's debt, whichever first occurs, cannot be calculated in year 40 if the district's debt is not yet repaid because the Tier 3 Levy is calculated based on the debt service mill levy rate in the 10 years prior to "repayment."

In order to resolve the foregoing issues, the Amending Members and SARIA initially proposed fixing the Tier 3 Levies of all Amending Members at 30 mills as an approximate average of currently projected Tier 3 Levies. However, a number of Amending Members already had a debt service mill levy below 30 mills. So, rather than setting the Tier 3 Levies at a rate higher than the current projection, the Amending Members settled upon a Tier 3 Levy fixed at the lesser of 30 mills or each district's current debt service mill levy. This is why the Amending Members are separated into Group 1 and Group 2, above.

Further, a subset of the Amending Members, identified as Group 3 above, are willing to increase their Tier 1 Levy from 1 mill to 5 mills. These districts are still in predevelopment stages and would generally not see an increase in their ARI Mill Levy for up to 20 years, unlike other members districts who are 10-20 years into the ARI Mill Levy timeline. By increasing their Tier 1 Levy, these Group 3 districts will contribute more to Regional Improvements by way of their increased Tier 1 Levy contributions in earlier years.

Finally, the Service Plan Amendments clarify an ambiguity as to the Tier 3 Levy by setting a defined Tier 3 Levy Rate in the scenario where a district has not paid off its debt by year 40.

VII. Summary of Benefits of Proposed Service Plan Amendments

The benefits of the proposed Service Plan Amendments to the Amending Members can be summarized as follows:

- Establishes a set Tier 3 Levy;
- Allows Amending Members to anticipate future property tax rates and assists in long-term planning;
- Protects against any factors that would otherwise increase the Tier 3 Levy;

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- Allows for more certain revenue projections to aid in financing Regional Improvements;
- Increases Tier 1 Levy revenue from the Group 3 Amending Members to better support Regional Improvements; and
- Clarifies the Tier 3 Levy in the circumstances when a district has not paid off its debt by year 40 by setting a defined Tier 3 Levy Rate.

VIII. Summary and Request

In closing, on behalf of the Amending Members and SARIA, we respectfully request that the Aurora City Council approve the enclosed Service Plan Amendments.

Sincerely,

/s/ Thomas N. George

Tom George
Spencer Fane LLP

Encs.

RESOLUTION OF THE BOARD OF DIRECTORS OF THE PRONGHORN VALLEY METROPOLITAN DISTRICT APPROVING SERVICE PLAN AMENDMENT

WHEREAS, the City of Aurora previously approved the Service Plan (the "Service Plan") for the Pronghorn Valley Metropolitan District (the "District") on July 24, 2017;

WHEREAS, the District previously entered into that certain South Aurora Regional Improvement Authority Establishment Agreement (the "SARIA Establishment Agreement") and is a member district of the South Aurora Regional Improvement Authority ("SARIA"), and, consistent with the Service Plan and the SARIA Establishment Agreement, the District has pledged its ARI Mill Levy (as defined in the Service Plan) to SARIA;

WHEREAS, SARIA previously issued special revenue bonds to fund, in part, regional improvements consistent with the SARIA Establishment Agreement, and SARIA desires to issue additional debt to finance additional regional improvements, but SARIA has determined that the ARI Mill Levy as currently set forth in the Service Plan poses various challenges to the issuance of debt funded by the ARI Mill Levy of the District and all other districts that are parties to the SARIA Establishment Agreement; and

WHEREAS, the Board of Directors of the District (the "Board") has determined that an amendment to the Service Plan is necessary to make certain revisions to the ARI Mill Levy in order to facilitate the issuance of debt by SARIA to fund additional regional improvements for the benefit of SARIA, the District, the other districts that are parties to the SARIA Establishment Agreement, and their collective and respective residents, owners, taxpayers and constituents, as set forth herein.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE PRONGHORN VALLEY METROPOLITAN DISTRICT AS FOLLOWS:

1. The Board hereby approves the amendment to the Service Plan attached hereto as **Exhibit A** and incorporated by reference herein (the "Service Plan Amendment").

2. The Board directs and authorizes the District's manager, legal counsel, accountant and/or other consultants, in coordination with each other, to submit the Service Plan Amendment to the City of Aurora for consideration and to take any and all actions reasonably necessary to obtain the City or Aurora's full and final approval of the Service Plan Amendment.

3. The Board further authorizes SARIA and its manager, legal counsel, accountant and/or other consultants, in coordination with the District's consultants, to submit the Service Plan Amendment to the City of Aurora for consideration and to take any and all actions reasonably necessary to obtain the City or Aurora's full and final approval of the Service Plan Amendment on behalf of the District.

[remainder of page intentionally left blank; signature page follows]

ADOPTED AND EFFECTIVE THIS 18th day of December 2023.

PRONGHORN VALLEY METROPOLITAN DISTRICT

/s/: Lawrence Jacobson
Lawrence Jacobson (Apr 17, 2024 09:19 MDT)

Name: Lawrence Jacobson

Title: Board President

ATTEST:

/s/:
Glen Barnard (Apr 17, 2024 10:56 HST)

Name: Glen Barnard

Title: Board Secretary

Exhibit A to Resolution

[attach Service Plan Amendment]

AMENDMENT
TO
SERVICE PLAN
FOR
PRONGHORN VALLEY METROPOLITAN DISTRICT

City of Aurora, Colorado

Service Plan approved by the City of Aurora on July 24, 2017

This Amendment Dated _____

I. INTRODUCTION AND PURPOSE OF FIRST AMENDMENT

The City of Aurora approved the Service Plan (the "Service Plan") for Pronghorn Valley Metropolitan District (the "District") on July 24, 2017. This Amendment to Service Plan ("Amendment") is intended to be read in conjunction with the Service Plan.

Since the time the Service Plan was approved, the District entered into that certain South Aurora Regional Improvement Authority Establishment Agreement (the "SARIA Establishment Agreement") and is a member district of the South Aurora Regional Improvement Authority ("SARIA"). The SARIA Establishment Agreement is considered an ARI Establishment Agreement and SARIA is considered an ARI Authority pursuant to the Service Plan, as those terms are defined in the Service Plan.

Consistent with the Service Plan and the SARIA Establishment Agreement, the District has pledged its ARI Mill Levy to SARIA.

SARIA previously issued its Special Revenue Bonds, Series 2018, to fund, in part, Regional Improvements consistent with the SARIA Establishment Agreement (the "Regional Improvements," as defined in the SARIA Establishment Agreement). SARIA desires to issue additional debt to finance additional Regional Improvements, but has determined that the ARI Mill Levy as currently set forth in the Service Plan poses various challenges to the issuance of debt funded by the ARI Mill Levy of the District and all other districts that are party to the SARIA Establishment Agreement.

The District, as well as SARIA and all the other districts that are parties to the SARIA Establishment Agreement, have determined that certain revisions to the ARI Mill Levy as set forth in the service plans of each of the districts, by way of this Amendment, will facilitate the issuance of debt by SARIA to fund additional Regional Improvements for the benefit of SARIA, the District, the other districts that are parties to the SARIA Establishment Agreement, and their collective and respective residents, owners, taxpayers and constituents.

The limited purpose of this Amendment is to amend the Service Plan's definition of ARI Mill Levy as further set forth below.

II. AMENDMENT

The District's Service Plan is hereby amended as follows:

Section A of the definition of "ARI Mill Levy," in Section II of the Service Plan shall be deleted in its entirety and replaced with the following language:

> A. For a district with property within its boundaries developed with any residential uses means the mill levy imposed for payment of the costs of the planning, design, permitting, construction, acquisition and financing of the improvements described in the ARI Master Plan, which: (i) shall be one (1) mill for

collection beginning for each district in the first year of collection of a debt service mill levy by such district and continuing in each year thereafter through the twentieth (20th) year; and (ii) shall be five (5) mills from the twenty-first (21st) year through the fortieth (40th) year or the date of repayment of the debt incurred for Public Improvements, other than Regional Improvements, which ever first occurs; and (iii) for an additional ten (10) years, the mill levy shall be thirty (30) mills; and

Additionally, Section D of the definition of "ARI Mill Levy" in Section II of the Service Plan shall be deleted in its entirety and replaced with the following language:

D. If, on or after January 1, 2004, there are changes in the method of calculating assessed valuation or any constitutionally mandated tax credit, cut, or abatement, all mills described in this ARI Mill Levy definition may be increased or decreased to reflect such changes, such increases or decreases to be determined by the Board in good faith (such determination to be binding and final) so that to the extent possible, the actual tax revenues generated by the mill levy, as adjusted for changes occurring after January 1, 2004, are neither diminished nor enhanced as a result of such changes. For purposes of the foregoing, a change in the ratio of actual valuation shall be deemed to be a change in the method of calculating assessed valuation.

III. CONDITIONAL EFFECTIVENESS OF AMENDMENT; REFUNDING OF 2018 BONDS AS CONDITION PRECEDENT

It is acknowledged that SARIA previously issued its South Aurora Regional Improvement Authority Special Revenue Bonds, Series 2018, in the original amount of $11,265,000, on December 19, 2018 (the "2018 Bonds"). It is further acknowledged that the 2018 Bonds are secured, in part, by the pledge of the District's ARI Mill Levy as such ARI Mill Levy is defined in the District's Service Plan prior to this Amendment. Nothing in this Amendment is intended to alter, amend, limit or otherwise affect the ARI Mill Levy as pledged toward the 2018 Bonds.

Therefore, it is expressly stated that this Amendment shall only take effect upon the condition precedent that the 2018 bonds are refunded, repaid, defeased, or otherwise paid in full, and this Amendment shall not be of any force and effect unless and until the 2018 bonds are refunded, repaid, defeased, or otherwise paid in full.

IV. EFFECT OF AMENDMENT

All capitalized terms used but not otherwise defined in this Amendment shall have the definitions ascribed to them in the Service Plan. Except as specifically amended as set forth above, all other provisions of the Service Plan shall remain in full force and effect. To the extent there are any inconsistencies between this Amendment and the Service Plan, this Amendment shall control.

V. REQUESTED APPROVAL

It is hereby requested that the City Council of the City of Aurora, Colorado, which has jurisdiction to approve this Amendment by virtue of Section 32-1-207(2) C.R.S., *et seq.*, as

amended, adopt a resolution of approval which approves this Amendment to the Service Plan as submitted.

CITY OF AURORA
Council Agenda Commentary

Item Title: Sorrel Ranch Metropolitan District Service Plan Amendment (Ordinance) - PH
Item Initiator: Michael Kerrigan, Special District Administrator, Development Services
Staff Source/Legal Source: Michael Kerrigan, Special District Administrator, Development Services / Brian Rulla, Assistant City Attorney
Outside Speaker: Tom George, Spencer Fane LLP
Council Goal: 2012: 6.0--Provide a well-managed and financially strong City

COUNCIL MEETING DATES:

Study Session: 2/24/2025

Regular Meeting: 3/12/2025

2nd Regular Meeting (if applicable): 3/24/2025

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)

Michael Kerrigan, Special District Administrator, Development Services / Brian Rulla, Assistant City Attorney
Outside Speaker: Tom George, Spencer Fane LLP

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: Management & Finance

Policy Committee Date: 2/6/2025

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 Sorrel Ranch Metropolitan District (the "District") was created to plan, design, acquire, construct, install, relocate, finance, own, operate, and maintain the public improvements necessary to develop the project known as Sorrel Ranch generally located to the north of the Southlands shopping center. City Council approved the amended and restated Service Plan for the District in August 2004.

The approved Service Plan requires the District to impose the Aurora Regional Improvement ("ARI") mill levy to fund the planning, design, permitting, construction, acquisition, and financing of regional street and transportation related improvements that benefit the service area of the District. The improvement projects to be funded by the ARI are intended to be large, regional projects that have limited funding sources available. The ARI Mill Levy for the District fall into two general categories based upon land usage and the ARI Mill Levy increases over time.

Residential metro districts:

- Tier 1- 1 mill in years 1-20.
- Tier 2- 5 mills in years 21-40 or the year of debt repayment whichever occurs first.
- Tier 3- Average of last 10 years debt service mills in years 41-50.

Commercial (non-residential) districts:

- Tier 1- 1 mill in years 1-20.
- Tier 2- 1.5 mills in years 21-40.
- Tier 3- Lesser of 20 mills or average of last 10 years debt service mills in years 41-45.

Additionally, the District is provided three options for how the ARI Mill Levy funds are to be managed:

1. Establish or join an ARI Authority with three or more other metropolitan districts; the ARI Authority then directs the use of funds.
2. Execute an IGA with the City which directs the use of funds.
3. Convey the funds to the City at which point the City determines how to use the funds.

In 2017 the District entered into an establishment agreement to form the South Aurora Regional Improvement Authority (SARIA). SARIA was created to use the ARI Mill Levy revenue from its member districts to fund regional transportation infrastructure projects. The following 22 Metropolitan Districts are members of the authority, and districts marked with an asterisk currently have residents:

- Beacon Point Metropolitan District*
- Blackstone Metropolitan District*
- Forest Trace Metropolitan Districts Nos. 1-3 * (only Districts 1 and 3 have residents)
- Inspiration Metropolitan District*
- Kings Point South Metropolitan Districts Nos. 1-3

- Overlook at Kings Point South Metropolitan District
- Prairie Point Metropolitan District Nos. 1-3
- Pronghorn Valley Metropolitan District*
- Senac South Metropolitan Districts Nos. 1-4
- Sorrel Ranch Metropolitan District*
- Southlands Metropolitan District No. 2*
- Wheatlands Metropolitan District*
- Whispering Pines Metropolitan District No. 1*

Each of these districts, with the exception of Beacon Point Metropolitan District, Blackstone Metropolitan District, Forest Trace Metropolitan District No. 2, Senac South Metropolitan District Nos. 1-4, Southlands Metropolitan District No. 2, and Wheatlands Metropolitan District are requesting amendments to their Service Plans to update the ARI Mill Levy language.

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

The service plan amendment is limited in scope to amend the ARI Mill Levy. SARIA is currently planning to refund its existing debt in an effort to achieve savings. With the refunding, SARIA will also issue new bonds and the proceeds of which will be used to further the purposes of its establishment agreement. The service plan amendments clarify an uncertainty for the tier 3 ARI Mill Levy. The current ARI Mill Levy language is written such that the tier 3 ARI Mill Levy will not be known until 40 to 50 years in the future, this uncertainty poses a risk for the bond market. The adjusted ARI Mill Levy definition changed with this service plan amendment provides a known fixed mill levy today for the tier 3 ARI Mill Levy, thereby providing more certainty for the bond market which in turn should bring more favorable financing for the upcoming SARIA bond issuance.

The amended ARI Mill Levy definitions are shown below for each SARIA member district, the specific treatment for the District is highlighted in red.

Group 1- member districts with residents and no current debt mill levy or current debt mill levy greater than 30 mills:

- Tier 1- 1 mill (amount and time period unchanged)
- Tier 2- 5 mills (amount and time period unchanged)
- Tier 3- 30 mills (time period unchanged, amount fixed at 30 mills)

Forest Trace Metropolitan District No. 1 (no 2023/24 debt service levy imposed)
Forest Trace Metropolitan District No. 3 (2023/24 debt service levy = 56.440
Inspiration Metropolitan District (2023/24 debt service levy = 34 mills)
Pronghorn Valley Metropolitan District (2023/24 debt service levy = 57.156)

Group 2- member districts with current debt mill levies less than 30 mills:

- Tier 1- 1 mill (amount and time period unchanged)
- Tier 2- 5 mills (amount and time period unchanged)
- Tier 3- Lesser of 30 mills or 2023/24 debt service mill levy (time period unchanged, amount changed to be reflective of current debt service mill levy

Sorrel Ranch Metropolitan District: Tier 3 = 28.154 mills
Whispering Pines Metropolitan District No. 1: Tier 3 = 26 mills

Group 3- member districts with no residents and no current debt mill levy:

- Tier 1- 5 mills (time period unchanged, amount increased from 1 to 5)
- Tier 2- 5 mills (amount and time period unchanged)
- Tier 3- 30 mills (time period unchanged, amount changed to be fixed at 30 mills)

Kings Point South Metropolitan District Nos. 1-3
Overlook at Kings Point South Metropolitan District
Prairie Point Metropolitan District Nos. 1-3

Group 4- member districts with no Service Plan Amendment Proposed:
Beacon Point Metropolitan District
Blackstone Metropolitan District
Forest Trace Metropolitan District No. 2
Senac South Metropolitan District Nos. 1-4
Southlands Metropolitan District No. 2
Wheatlands Metropolitan District

In addition to the Service Plan Amendments, there are four accompanying IGAs. The Transportation Impact Fee agreement will be presented concurrently with the amendments. IGAs for the Gun Club Road, Aurora Parkway Improvements, and Gartrell Road Improvements projects will be presented at a future TAPS committee meeting.

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 forward this item to the Regular City Council Meeting as proposed?

LEGAL COMMENTS

Title 32, Article 1, C.R.S., as amended, and Section 122-36(b) of the City Code each provide that material modifications to an approved metropolitan district service plan may be made by the board of directors of a district only by petition to and approval by the City Council in substantially the same manner as provided for in the approval for an original service plan.

Section 122-32 of the City Code requires that the City Council conduct a public hearing regarding approval of the proposed district and its service plan. Therefore, a public hearing is required prior to material modifications of the service plan pursuant to Section 122-36(b).

Section 122-30(21) further requires that the special district enter into a written agreement with the City. The proposed Intergovernmental Agreement satisfies the requirements set forth therein. As the proposed Agreement is with another governmental entity, a resolution is required to authorize its execution. (City Charter Section 10-12.)

All legislative enactments must be in the form of ordinances pursuant to Section 5-1 of the Charter of the City of Aurora, Colorado and City Council Rule F.1 provides that an ordinance remains in effect until otherwise rescinded or amended by the City Council.

(Rulla)

ORDINANCE NO. 2025-__

A BILL

FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO APPROVING AN AMENDMENT TO THE AMENDED AND RESTATED SERVICE PLAN FOR SORREL RANCH METROPOLITAN DISTRICT

WHEREAS, the City Council (the "City Council") of the City of Aurora, Colorado (the "City") previously approved the Service Plan for the Sorrel Ranch Metropolitan District (the "District") on August 19, 2002, as amended and restated on August 30, 2004, and modified effective August 14, 2006 (collectively, the "Service Plan").

WHEREAS, pursuant to Section 32-1-204.5, C.R.S., as amended, and Section 122-29 of the City Code, an Amendment to the Service Plan (the "Service Plan Amendment") for the District has been submitted to the City Council; and

WHEREAS, pursuant to the provisions of Title 32, Article 1, C.R.S., as amended, and Chapter 122 of the City Code, the City Council is to hold a public hearing on the Service Plan Amendment for the District; and

WHEREAS, notice of the hearing before the City Council was duly published in the *Aurora Sentinel*, a newspaper of general circulation within the City, as required by law, and mailed to all interested persons, the Division of Local Government, and the governing body of each municipality and title 32 district that has levied an ad valorem tax within the next preceding tax year and that has boundaries within a radius of three miles of the District; and

WHEREAS, the Aurora Regional Improvement mill levy imposed within the City's model service plan allows for the formation of an Authority by three (3) or more districts to fund regional infrastructure with the pledge of their ARI mill levies collected from all member districts; and

WHEREAS, the District previously entered into that certain South Aurora Regional Improvement Authority Establishment Agreement (the "SARIA Establishment Agreement") and is a member district of the South Aurora Regional Improvement Authority ("SARIA"), and, consistent with the Service Plan and the SARIA Establishment Agreement, the District has pledged its ARI Mill Levy (as defined in the Service Plan) to SARIA; and

WHEREAS, the Service Plan Amendment provides that Section A of the definition of "ARI Mill Levy" in Section II of the Service Plan shall be deleted in its entirety and replaced with the following language: "For districts with property within their boundaries developed with any residential uses means the mill levy imposed for payment of the costs of the planning, design, permitting, construction, acquisition and financing of the improvements described in the ARI Master Plan, which: (i) shall be one (1) mill for collection beginning for each district in the first year of collection of a debt service mill levy by such district and continuing in each year thereafter through the twentieth (20th) year; and (ii) shall be five (5) mills from the twenty-first (21st) year through the fortieth (40th) year or the date of repayment of the debt incurred for Public

Improvements, other than Regional Improvements, which ever first occurs; and (iii) for an additional ten (10) years, the mill levy shall be equal to the mill levy certified by such district for the tax year 2023 for collection in 2024;" and

WHEREAS, the Service Plan Amendment further provides that, Section D of the definition of "ARI Mill Levy" in Section II of the Service Plan shall be deleted in its entirety and replaced with the following language: "If, on or after January 1, 2004, there are changes in the method of calculating assessed valuation or any constitutionally mandated tax credit, cut, or abatement, all mills described in this ARI Mill Levy definition may be increased or decreased to reflect such changes, such increases or decreases to be determined by the Board in good faith (such determination to be binding and final) so that to the extent possible, the actual tax revenues generated by the mill levy, as adjusted for changes occurring after January 1, 2004, are neither diminished nor enhanced as a result of such changes. For purposes of the foregoing, a change in the ratio of actual valuation shall be deemed to be a change in the method of calculating assessed valuation;" and

WHEREAS, the City Council has considered the Service Plan Amendment, and all other testimony and evidence presented at the hearing; and

WHEREAS, the City Council finds that the Service Plan Amendment should be approved unconditionally, as permitted by Sections 32-1-203(2) and 32-1-204.5(1)(a), C.R.S., as amended, and Section 122-34(a) of the City Code; and

WHEREAS, all legislative enactments must be in the form of ordinances pursuant to Section 5-1 of the Charter of the City of Aurora, Colorado and City Council Rule F.1 provides that an ordinance remains in effect until otherwise rescinded or amended by the City Council.

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

Section 1. The City Council hereby finds and determines that all of the requirements of Title 32, Article 1, Part 2, C.R.S., as amended, and Chapter 122 of the City Code relating to the filing of the Service Plan Amendment for the District has been fulfilled and that notice of the hearing was given in the time and manner required by law and that City Council has jurisdiction to act on the Second Amended and Restated Service Plan.

Section 2. The City Council further determines that all pertinent facts, matters and issues were submitted at the public hearing; that all interested parties were heard or had the opportunity to be heard and that evidence satisfactory to the City Council of each of the following was presented:

a. There is sufficient existing and projected need for organized service in the area to be serviced by the District;

b. The existing service in the area to be served by the District is inadequate for present and projected needs;

c. The District is capable of providing economical and sufficient service to the area within their proposed boundaries;

d. The area included in the District has, or will have, the financial ability to discharge the proposed indebtedness on a reasonable basis;

e. Adequate service is not, or will not be, available to the area through the City, Adams County, or other existing municipal or quasi-municipal corporations, including other existing title 32 districts, within a reasonable time and on a comparable basis;

f. The facility and service standards of the District are compatible with the facility and service standards of the City;

g. The proposed Service Plan Amendment Plan is in substantial compliance with the comprehensive plan of the City as adopted pursuant to the City Code;

h. The proposed Service Plan Amendment is in compliance with any duly adopted City, regional, or state long-range water quality management plan for the area; and

i. The creation of the District will be in the best interests of the area proposed to be served.

Section 3. The City Council hereby approves the Service Plan Amendment for the District as submitted.

Section 4. The ARI Mill Levy defined in this Service Plan Amendment applies only to Sorrel Ranch Metropolitan District. In all other instances the definition of ARI Mill Levy in City Code §122-26 shall remain in full force and effect.

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.

Section 7. All prior resolutions or any parts thereof, to the extent that they are inconsistent with this Ordinance, are hereby rescinded.

Section 8. Future amendments to the Intergovernmental Agreement Between the City and the District as well as amendments to the Service Plan shall be by resolution.

INTRODUCED, READ AND ORDERED PUBLISHED this _____ day of _____, 2025.

PASSED AND ORDERED PUBLISHED this _____ day of _____, 2025.

_____
MIKE COFFMAN, Mayor

ATTEST:

_____
KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

PETER A. SCHULTE, CITY ATTORNEY

By: _____ RLA
BRIAN J. RULLA, Assistant City Attorney

SpencerFane

File No. 5027332-0012

January 22, 2025

Office of Development Assistance
City of Aurora
15151 E. Alameda Pkwy
Aurora, CO 80012

Re: Proposed Service Plan Amendments for South Aurora Regional Improvement Authority ("SARIA") Member Districts; Revisions to ARI Mill Levies

To the Office of Development Assistance, City of Aurora:

I. Introduction

The South Aurora Regional Improvement Authority ("SARIA") is a contractually-established authority created for the purpose of funding regional transportation improvements in the southern portion of Aurora. SARIA was originally established by intergovernmental agreement in 2017 and currently includes as its members the City of Aurora (the "City") in addition to the following 22 individual metropolitan districts:

Beacon Point Metropolitan District
Blackstone Metropolitan District
Forest Trace Metropolitan District Nos. 1-3
Inspiration Metropolitan District
Kings Point South Metropolitan District Nos. 1-3
Overlook at Kings Point South Metropolitan District
Prairie Point Metropolitan District Nos. 1-3
Pronghorn Valley Metropolitan District
Senac South Metropolitan District Nos. 1-4
Sorrel Ranch Metropolitan District
Southlands Metropolitan District No. 2
Wheatlands Metropolitan District
Whispering Pines Metropolitan District No. 1

Submitted with this letter are proposed service plan amendments (the "Service Plan Amendments") to amend the service plans of all but nine of SARIA's member districts (excluding such nine districts, the "Amending Members"), along with resolutions of each of the Amending Members authorizing SARIA to submit the Service Plan Amendments to the City.

The Boards of Directors of all of the Amending Members have approved the Service Plan Amendments and have authorized SARIA, on behalf of the Amending Members, to process the Service Plan Amendments as one submittal with the City.

The limited purpose of the Service Plan Amendments is to modify the ARI Mill Levy of each Amending Member as set forth herein. No other changes are requested to the service plans of the Amending Members.

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II. Districts Not Proposing Service Plan Amendments

a. Beacon Point Metropolitan District; Blackstone Metropolitan District; Southlands Metropolitan District No. 2; and Wheatlands Metropolitan District

All of the SARIA member districts recently unanimously approved an ARI Master Plan No. 3. The purpose of ARI Master Plan No. 3, consistent with SARIA's establishing agreement, is to set forth details regarding the prioritization and funding of the next set of regional improvements by SARIA. A key component of ARI Master Plan No. 3, as further set forth therein, is that Beacon Point Metropolitan District, Blackstone Metropolitan District, Southlands Metropolitan District No. 2, and Wheatlands Metropolitan District (the "Limited Participants") will contribute their ARI Mill Levies to SARIA under ARI Master Plan No. 3 only through 2038. Because the Limited Participants will only contribute their ARI Mill Levies to SARIA through 2038, the changes proposed in the Service Plan Amendments would have no bearing on SARIA, and no amendments to their service plans are therefore required or requested by them at this time.

b. Forest Trace Metropolitan District No. 2

Forest Trace Metropolitan District No. 2 is not requesting an amendment to its service plan at this time because the district either is not expected at any time to issue debt and thus it will likely never impose an ARI Mill Levy, or it will include only commercial property, and under either circumstance the changes proposed in the Service Plan Amendments would not apply.

c. Senac South Metropolitan District Nos. 1-4

Senac South Metropolitan District Nos. 1-4 are also not requesting an amendment to their service plans at this time because the districts have expressed a preference not to alter their ARI Mill Levy as proposed in the Service Plan Amendments. This is not expected to adversely impact the Amending Members or SARIA, and the Amending Members and SARIA have determined nonetheless to proceed with the Service Plan Amendments.

III. SARIA Background

SARIA was organized for the limited purpose of financing "Regional Improvements" consistent with SARIA's establishing agreement and the service plans of each of SARIA's member districts.

SARIA does not and is not authorized under its establishing agreement to own, operate or maintain any public improvements.

SARIA also does not impose any taxes or fees. Rather, SARIA relies entirely upon revenues derived from each member district's ARI Mill Levy as set forth in the member districts' service plans (the "ARI Mill Levy(ies)") in order to finance Regional Improvements.

IV. Current ARI Mill Levy System

Currently, consistent with the City's Model Service Plan in place since 2004, the SARIA member districts' ARI Mill Levies are generally imposed, beginning the first year each district imposes a debt service mill levy, as follows:

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Tier 1: 1 mill from Years 1-20 ("Tier 1 Levy");

Tier 2: 5 mills Years 21-40, or the date of repayment of the district's debt, whichever first occurs ("Tier 2 Levy"); and

Tier 3: for an additional ten (10) years, the mill levy is equal to the average debt service mill levy imposed in the ten (10) years prior to the date of repayment of the district's debt ("Tier 3 Levy").

V. Limited Purpose of Proposed Service Plan Amendments

The limited purpose of the Service Plan Amendments is to modify the ARI Mill Levy of each Amending Member as set forth below. For clarity, all ARI Mill Levies discussed herein and as may be amended under the Service Plan Amendments shall be adjusted in accordance with each Amending Member's respective Service Plan to adjust for changes occurring after January 1, 2004. **No other changes are requested to the service plans of the Amending Members.**

The requested changes are as follows:

For Amending Members that currently have residents:

Tier 1 Levy: 1 mill from Years 1-20 (*unchanged*)

Tier 2 Levy: 5 mills for Years 21-40, or the date of repayment of the debt incurred for Public Improvements, other than Regional Improvements, which ever first occurs (*unchanged*); and

Tier 3 Levy: for an additional ten years, the mill levy shall be equal to the lesser of 30 mills or the mill levy imposed by such district in the tax year 2023 for collection in 2024.

For Amending Members that do not currently have residents:

Tier 1 Levy: 5 mills from Years 1-20 (*increased from 1 mill to 5 mills*);

Tier 2 Levy: 5 mills from Years 21-40, or the date of repayment of the debt incurred for Public Improvements, other than Regional Improvements, which ever first occurs (*unchanged*); and

Tier 3 Levy: for an additional ten years, the mill levy shall be 30 mills.

In addition, the Service Plan Amendments clarify that the Tier 3 Levy is to commence no later than year 40.

More specifically, the foregoing changes to the ARI Mill Levy for the Amending Members can be summarized, and the SARIA member districts can be broken out into four groups, as follows:

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"Group 1":

Tier 1 Levy: 1 mill (*unchanged*)
Tier 2 Levy: 5 mills (*unchanged*)
Tier 3 Levy: 30 mills (*fixed at 30 mills*)

Forest Trace Metropolitan District No. 1 (2023/24 debt service mill levy = no levy imposed yet)
Forest Trace Metropolitan District No. 3 (2023/24 debt service mill levy = 56.440)
Inspiration Metropolitan District (2023/24 debt service mill levy = 34 mills)
Pronghorn Valley Metropolitan District (2023/24 debt service mill levy = 57.156)

"Group 2":

Tier 1 Levy: 1 mill (*unchanged*)
Tier 2 Levy: 5 mills (*unchanged*)
Tier 3 Levy: 2023/24 debt service mill levy (*which is less than 30 mills*)

Sorrel Ranch Metropolitan District: Tier 3 Levy = 28.154 mills
Whispering Pines Metropolitan District No. 1: Tier 3 Levy = 26 mills

"Group 3" (No Current Residents):

Tier 1 Levy: 5 mills (*increased from 1 to 5*)
Tier 2 Levy: 5 mills (*unchanged*)
Tier 3 Levy: 30 mills (*fixed at 30 mills*)

Kings Point South Metropolitan District Nos. 1-3
Overlook at Kings Point South Metropolitan District
Prairie Point Metropolitan District Nos. 1-3

"Group 4" (No Service Plan Amendment Proposed):

Beacon Point Metropolitan District
Blackstone Metropolitan District
Forest Trace Metropolitan District No. 2
Senac South Metropolitan District Nos. 1-4
Southlands Metropolitan District No. 2
Wheatlands Metropolitan District

Again, for clarity, all ARI Mill Levies listed above and as may be amended under such Service Plan Amendments shall be adjusted in accordance with each Amending Member's respective Service Plan to adjust for changes occurring after January 1, 2004.

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VI. Rationale and Benefits of Proposed Service Plan Amendments

As stated above, the proposed Service Plan Amendments have been approved individually by the Boards of Directors of all the Amending Members. The Service Plan Amendments are being submitted by SARIA to the City as one package on behalf of all the Amending Members in order to process them efficiently.

As currently defined in the service plans of the Amending Members, the ARI Mill Levy is complicated and, with regard to the Tier 3 Levy, simply cannot be accurately projected. For example, because the Tier 3 Levy is supposed to be "equal to the average debt service mill levy imposed in the ten (10) years prior to the date of repayment of the district's debt," a date that is for some districts more than 20 years in the future, it is impossible to know now what the Tier 3 Levy will actually be. This makes it difficult for the Amending Members to plan out their property tax levies into the future. It also means that the Tier 3 Levy may be impacted by long-term influences such as changing property values and changing Board priorities well into the future. Further, it makes the issuance of debt to finance Regional Improvements supported by the Amending Members' ARI mill levies difficult and thus more expensive to issue.

The Tier 3 Levy, while it is supposed to begin in year 40 or the date of repayment of the district's debt, whichever first occurs, cannot be calculated in year 40 if the district's debt is not yet repaid because the Tier 3 Levy is calculated based on the debt service mill levy rate in the 10 years prior to "repayment."

In order to resolve the foregoing issues, the Amending Members and SARIA initially proposed fixing the Tier 3 Levies of all Amending Members at 30 mills as an approximate average of currently projected Tier 3 Levies. However, a number of Amending Members already had a debt service mill levy below 30 mills. So, rather than setting the Tier 3 Levies at a rate higher than the current projection, the Amending Members settled upon a Tier 3 Levy fixed at the lesser of 30 mills or each district's current debt service mill levy. This is why the Amending Members are separated into Group 1 and Group 2, above.

Further, a subset of the Amending Members, identified as Group 3 above, are willing to increase their Tier 1 Levy from 1 mill to 5 mills. These districts are still in predevelopment stages and would generally not see an increase in their ARI Mill Levy for up to 20 years, unlike other members districts who are 10-20 years into the ARI Mill Levy timeline. By increasing their Tier 1 Levy, these Group 3 districts will contribute more to Regional Improvements by way of their increased Tier 1 Levy contributions in earlier years.

Finally, the Service Plan Amendments clarify an ambiguity as to the Tier 3 Levy by setting a defined Tier 3 Levy Rate in the scenario where a district has not paid off its debt by year 40.

VII. Summary of Benefits of Proposed Service Plan Amendments

The benefits of the proposed Service Plan Amendments to the Amending Members can be summarized as follows:

- Establishes a set Tier 3 Levy;
- Allows Amending Members to anticipate future property tax rates and assists in long-term planning;
- Protects against any factors that would otherwise increase the Tier 3 Levy;

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- Allows for more certain revenue projections to aid in financing Regional Improvements;
- Increases Tier 1 Levy revenue from the Group 3 Amending Members to better support Regional Improvements; and
- Clarifies the Tier 3 Levy in the circumstances when a district has not paid off its debt by year 40 by setting a defined Tier 3 Levy Rate.

VIII. Summary and Request

In closing, on behalf of the Amending Members and SARIA, we respectfully request that the Aurora City Council approve the enclosed Service Plan Amendments.

Sincerely,

/s/ Thomas N. George

Tom George
Spencer Fane LLP

Encs.

RESOLUTION NO. 2023-11-02

RESOLUTION OF THE BOARD OF DIRECTORS OF THE SORREL RANCH METROPOLITAN DISTRICT APPROVING SERVICE PLAN AMENDMENT

A. The City of Aurora, Colorado (the "**City**") previously approved the Service Plan for the Sorrel Ranch Metropolitan District (the "**District**") on August 19, 2002, as amended and restated on August 30, 2004, and modified effective August 14, 2006 (collectively, the "**Service Plan**").

B. The District previously entered into that certain South Aurora Regional Improvement Authority Establishment Agreement, as amended (the "**SARIA Establishment Agreement**") and is a member district of the South Aurora Regional Improvement Authority ("**SARIA**"), and, consistent with the Service Plan and the SARIA Establishment Agreement, the District has pledged its ARI Mill Levy (as defined in the Service Plan) to SARIA.

C. SARIA previously issued special revenue bonds to fund, in part, regional improvements consistent with the SARIA Establishment Agreement, and SARIA desires to issue additional debt to finance additional regional improvements, but SARIA has determined that the ARI Mill Levy as currently set forth in the Service Plan poses various challenges to the issuance of debt funded by the ARI Mill Levy of the District and all other districts that are parties to the SARIA Establishment Agreement.

D. The Board of Directors of the District (the "**Board**") has determined that an amendment to the Service Plan is necessary to make certain revisions to the ARI Mill Levy in order to facilitate the issuance of debt by SARIA to fund additional regional improvements for the benefit of SARIA, the District, the other districts that are parties to the SARIA Establishment Agreement, and their collective and respective residents, owners, taxpayers and constituents, as set forth herein.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of Sorrel Ranch Metropolitan District, City of Aurora, Arapahoe County, Colorado:

1. The Board hereby approves the amendment to the Service Plan attached hereto as **Exhibit A** and incorporated by reference herein (the "**Service Plan Amendment**").

2. The Board directs and authorizes the District's manager, legal counsel, accountant and/or other consultants, in coordination with each other, to submit the Service Plan Amendment to the City for consideration and to take any and all actions reasonably necessary to obtain the City's full and final approval of the Service Plan Amendment.

3. The Board further authorizes SARIA and its manager, legal counsel, accountant and/or other consultants, in coordination with the District's consultants, to submit the Service Plan Amendment to the City for consideration and to take any and all actions reasonably necessary to obtain the City's full and final approval of the Service Plan Amendment on behalf of the District.

Doc ID: 4a4fb2a764ffdee7fc5010bfb37b9a9aab1be91a

[SIGNATURE PAGE TO RESOLUTION APPROVING SERVICE PLAN AMENDMENT]

RESOLUTION APPROVED AND ADOPTED on November 6, 2023.

SORREL RANCH METROPOLITAN DISTRICT

By: _____
President

Attest:

_____
Secretary or Assistant Secretary

Doc ID: 4a4fb2a764ffdee7fc5010bfb37b9a9aab1be91a

EXHIBIT A

[attach Service Plan Amendment]

Doc ID: 4a4fb2a764ffdee7fc5010bfb37b9a9aab1be91a

AMENDMENT
TO
MODIFIED
AMENDED AND RESTATED SERVICE PLAN
FOR
SORREL RANCH METROPOLITAN DISTRICT

City of Aurora, Colorado

Amended and Restated Service Plan approved by the City of Aurora on August 30, 2004
Modified on August 14, 2006

This Amendment dated _____

I. INTRODUCTION AND PURPOSE OF FIRST AMENDMENT

The City of Aurora, Colorado (the "City") previously approved the Service Plan for Sorrel Ranch Metropolitan District (the "District") on August 19, 2002, as amended and restated on August 30, 2004, and modified effective August 14, 2006 (collectively, the "Service Plan"). This Amendment to Service Plan ("Amendment") is intended to be read in conjunction with the Service Plan.

Since the time the Service Plan was approved, the District entered into that certain South Aurora Regional Improvement Authority Establishment Agreement, as amended (the "**SARIA** Establishment Agreement") and is a member district of the South Aurora Regional Improvement Authority ("SARIA"). The SARIA Establishment Agreement is considered an ARI Establishment Agreement and SARIA is considered an ARI Authority pursuant to the Service Plan, as those terms are defined in the Service Plan.

Consistent with the Service Plan and the SARIA Establishment Agreement, the District has pledged its ARI Mill Levy to SARIA.

SARIA previously issued its Special Revenue Bonds, Series 2018, to fund, in part, Regional Improvements consistent with the SARIA Establishment Agreement (the "Regional Improvements," as defined in the SARIA Establishment Agreement). SARIA desires to issue additional debt to finance additional Regional Improvements, but has determined that the ARI Mill Levy as currently set forth in the Service Plan poses various challenges to the issuance of debt funded by the ARI Mill Levy of the District and all other districts that are party to the SARIA Establishment Agreement.

The District, as well as SARIA and all the other districts that are parties to the SARIA Establishment Agreement, have determined that certain revisions to the ARI Mill Levy as set forth in the service plans of each of the districts, by way of this Amendment, will facilitate the issuance of debt by SARIA to fund additional Regional Improvements for the benefit of SARIA, the District, the other districts that are parties to the SARIA Establishment Agreement, and their collective and respective residents, owners, taxpayers and constituents.

The limited purpose of this Amendment is to amend the Service Plan's definition of ARI Mill Levy as further set forth below.

II. AMENDMENT

The District's Service Plan is hereby amended as follows:

Section A of the definition of "ARI Mill Levy" in Article II of the Service Plan shall be deleted in its entirety and replaced with the following language:

> A. For a district with property within its boundaries developed with any residential uses means the mill levy imposed for payment of the costs of the

planning, design, permitting, construction, acquisition and financing of the improvements described in the ARI Master Plan, which: (i) shall be one (1) mill for collection beginning for each district in the first year of collection of a debt service mill levy by such district and continuing in each year thereafter through the twentieth (20th) year; and (ii) shall be five (5) mills from the twenty-first (21st) year through the fortieth (40th) year or the date of repayment of the debt incurred for Public Improvements, other than Regional Improvements, which ever first occurs; and (iii) for an additional ten (10) years, the mill levy shall be equal to the mill levy certified by such district for the tax year 2023 for collection in 2024; and

Additionally, Section D of the definition of "ARI Mill Levy" in Article II of the Service Plan shall be deleted in its entirety and replaced with the following language:

D. If, on or after January 1, 2004, there are changes in the method of calculating assessed valuation or any constitutionally mandated tax credit, cut, or abatement, all mills described in this ARI Mill Levy definition may be increased or decreased to reflect such changes, such increases or decreases to be determined by the Board in good faith (such determination to be binding and final) so that to the extent possible, the actual tax revenues generated by the mill levy, as adjusted for changes occurring after January 1, 2004, are neither diminished nor enhanced as a result of such changes. For purposes of the foregoing, a change in the ratio of actual valuation shall be deemed to be a change in the method of calculating assessed valuation.

III. CONDITIONAL EFFECTIVENESS OF AMENDMENT; REFUNDING OF 2018 BONDS AS CONDITION PRECEDENT

It is acknowledged that SARIA previously issued its South Aurora Regional Improvement Authority Special Revenue Bonds, Series 2018, in the original amount of $11,265,000, on December 19, 2018 (the "2018 Bonds"). It is further acknowledged that the 2018 Bonds are secured, in part, by the pledge of the District's ARI Mill Levy as such ARI Mill Levy is defined in the District's Service Plan prior to this Amendment. Nothing in this Amendment is intended to alter, amend, limit or otherwise affect the ARI Mill Levy as pledged toward the 2018 Bonds.

Therefore, it is expressly stated that this Amendment shall only take effect upon the condition precedent that the 2018 Bonds are refunded, repaid, defeased, or otherwise paid in full, and this Amendment shall not be of any force and effect unless and until the 2018 Bonds are refunded, repaid, defeased, or otherwise paid in full.

IV. EFFECT OF AMENDMENT

All capitalized terms used but not otherwise defined in this Amendment shall have the definitions ascribed to them in the Service Plan. Except as specifically amended as set forth above, all other provisions of the Service Plan shall remain in full force and effect. To the extent there are any inconsistencies between this Amendment and the Service Plan, this Amendment shall control.

V. REQUESTED APPROVAL

It is hereby requested that the City Council of the City of Aurora, Colorado, which has jurisdiction to approve this Amendment by virtue of Section 32-1-207(2) C.R.S., *et seq.*, as amended, adopt a resolution of approval which approves this Amendment to the Service Plan as submitted.

Zapata, Cecilia

From: City Clerk
Sent: Thursday, March 6, 2025 12:57 PM
To: Kerrigan, Michael; Rulla, Brian
Cc: City Clerk
Subject: FW: NOTICE OF PUBLIC HEARING FOR AMENDMENT TO SERVICE PLAN OF SPECIAL DISTRICT
Attachments: Sorrel Ranch MD - Notice of Public Hearing on Service Plan Amendment (2025).pdf

Hi Michael and Brian,

I don't know if this was forwarded by our staff to you. Please disregard if so. Thank you.

Cecilia Zapata, CMC
Deputy City Clerk
City Clerk's Office | City of Aurora
office 303-739-7787

THE CORE
Integrity • Customer

From: Eric Wang <wang.eric8@gmail.com>
Sent: Saturday, March 1, 2025 9:10 PM
To: City Clerk <CityClerk@auroragov.org>
Subject: NOTICE OF PUBLIC HEARING FOR AMENDMENT TO SERVICE PLAN OF SPECIAL DISTRICT

This Message Is From an Untrusted Sender
You have not previously corresponded with this sender.
Report Suspicious

Hello, City Clerk

I have reviewed the attached notice. I protest and object to this Service Plan Amendment.

Sincerely,

Mr. "Eric" En-Ming Wang
5762 South Addison Way, Unit A
Aurora, CO 80016

CITY OF AURORA, COUNTIES OF ARAPAHOE AND DOUGLAS, STATE OF COLORADO

NOTICE OF PUBLIC HEARING FOR AMENDMENT TO SERVICE PLAN OF SPECIAL DISTRICT

IN RE THE SERVICE PLAN AMENDMENT FOR SORREL RANCH METROPOLITAN DISTRICT

NOTICE IS HEREBY GIVEN that, pursuant to § 32-1-204(1), C.R.S., and § 122-32, Aurora City Code, a Service Plan Amendment (the "Service Plan Amendment") for Sorrel Ranch Metropolitan District (the "District") has been filed with the City of Aurora, Office of Development Assistance, 15151 E. Alameda Parkway, Aurora, Colorado 80012, and is available for public inspection. A public hearing on the Service Plan Amendment will be held by the Aurora City Council on March 12, 2025, at 1:00 p.m., in the Aurora Municipal Center's Paul Tauer Aurora City Council Chamber, located at 15151 E. Alameda Parkway, Aurora, Colorado 80012, or as soon thereafter as the City Council may hear such matter.

THERE ARE NO CHANGES BEING PROPOSED OR CONSIDERED AS TO THE DISTRICT'S DEBT LIMIT, DEBT SERVICE PROPERTY TAX MILL LEVY, OR OPERATIONS AND MAINTENANCE PROPERTY TAX MILL LEVY. THE PROPOSED SERVICE PLAN AMENDMENT ONLY MODIFIES THE DISTRICT'S ARI MILL LEVY AS DESCRIBED HEREIN.

The limited purpose of the Service Plan Amendment is to modify the District's regional improvement property tax mill levy known as the "ARI Mill Levy" (as further defined in the District's Service Plan).

The District is currently required to impose an ARI Mill Levy, separate from the District's operations mill levy and debt service mill levy, beginning the first year the District imposed a debt service mill levy, which is consistent with the City of Aurora's Model Service Plan (in place since 2004). For clarity, all ARI Mill Levies discussed herein and as may be amended under such Service Plan Amendment shall be adjusted in accordance with the District's Service Plan to adjust for changes occurring after January 1, 2004. The Current ARI Mill Levy and the proposed Service Plan Amendment ARI Mill Levy are, as follows:

Current ARI Mill Levy	**Service Plan Amendment ARI Mill Levy**
Tier 1: 1 mill from Years 1-20 ("Tier 1 Levy");	**Tier 1**: 1 mill from Years 1-20 (*unchanged*);
Tier 2: 5 mills from Years 21-40, or the date of repayment of the District's debt, whichever first occurs ("Tier 2 Levy"); and	**Tier 2**: 5 mills from Years 21-40, or the date of repayment of the District's debt, whichever first occurs (*unchanged*); and
Tier 3: for an additional ten (10) years, a mill levy equal to the average debt service mill levy imposed by the District in the ten (10) years prior to the date of repayment of the District's debt ("Tier 3 Levy").	**Tier 3**: for an additional ten (10) years, a mill levy equal to 28.154 mills.

The Service Plan Amendment does not propose any other changes to the District's Service Plan. For additional information regarding the proposed Service Plan Amendment, please visit the District's website or the website of the South Aurora Regional Improvement Authority.

The purpose of the hearing is to consider the Service Plan Amendment and form a basis for approving, conditionally approving, or disapproving it. The District is an existing metropolitan district organized under the provisions of Title 32, C.R.S. The maximum mill levy for debt service that may be imposed by the District is fifty (50) mills, as such maximum may be adjusted and subject to conditions as stated in the District's Service Plan (the "Service Plan"). As provided for in the Service Plan, the District shall not impose a levy for repayment of any and all Debt (or use the proceeds of any mill levy for repayment of Debt) on any single property developed for residential uses which exceeds forty (40) years after the year of the initial imposition of such mill levy unless a majority of the Board of Directors of the District imposing the mill levy are residents of such District and have voted in favor of a refunding of a part or all of the Debt and such refunding will result in a net present value savings as set forth in Section 11-56-101, et seq., C.R.S., or as otherwise set forth in the Service Plan.

A description of the land contained within the boundaries of the District is as follows: generally located east of E-470, north of East Ida Drive, and southwest of the intersection of South Harvest Road and East Alexander Court, in the City of Aurora, Arapahoe County, State of Colorado.

All protests and objections to the Service Plan Amendment must be submitted in writing to the City Council by mail to City Clerk, City of Aurora, 15151 E. Alameda Parkway, Aurora, CO 80012, or email at or prior to the public hearing or any continuance or postponement thereof in order to be considered. All protests and objections to the Service Plan Amendment shall be deemed to be waived unless presented at the time and in the manner specified in this notice.

Published in: *The Aurora Sentinel*
Published on: February 20, 2025

Zapata, Cecilia

From: LUIS MACUPA <macupa1@comcast.net>
Sent: Wednesday, March 12, 2025 9:11 AM
To: City Clerk
Subject: Service Plan Amendment -Sorrel Rach Metro District objection

This Message Is From an Untrusted Sender
You have not previously corresponded with this sender.
Report Suspicious

We are against the increase in the Tier 3 mill levy for the Sorrel Ranch Metro District.

If any taxes are needed for improvement of Southeast Aurora in the future we should be able to vote for them on a ballot. Having our service Plan amended and additional taxes levied by a vote of the Metro District and it's board members is unacceptable.

These people are related to the developer and don't have personal interest in the community except getting paid for developer advances and accrued interest on the developer advances for Sorrel Rach Metro District .

Thanks,
Luis Macupa
23999 E Dorado Pl
Aurora, CO 80016

CITY OF AURORA
Council Agenda Commentary

Item Title: Whispering Pines Metropolitan District No. 1 Service Plan Amendment (Ordinance) - PH
Item Initiator: Michael Kerrigan, Special District Administrator, Development Services
Staff Source/Legal Source: Michael Kerrigan, Special District Administrator, Development Services / Brian Rulla, Assistant City Attorney
Outside Speaker: Tom George, Spencer Fane LLP
Council Goal: 2012: 6.0--Provide a well-managed and financially strong City

COUNCIL MEETING DATES:

Study Session: 2/24/2025

Regular Meeting: 3/12/2025

2nd Regular Meeting (if applicable): 3/24/2025

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)

Michael Kerrigan, Special District Administrator, Development Services / Brian Rulla, Assistant City Attorney
Outside Speaker: Tom George, Spencer Fane LLP

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: Management & Finance

Policy Committee Date: 2/6/2025

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 Whispering Pines Metropolitan District No 1. (the "District") was created to plan, design, acquire, construct, install, relocate, finance, own, operate, and maintain the public improvements necessary to develop the project commonly known as Whispering Pines located general north of the intersection of Sampson Gulch Way and the Douglas/Arapahoe County line. City Council approved the Service Plan for the District in 2005.

The approved Service Plan requires the District to impose the Aurora Regional Improvement ("ARI") mill levy to fund the planning, design, permitting, construction, acquisition, and financing of regional street and transportation related improvements that benefit the service area of the District. The improvement projects to be funded by the ARI are intended to be large, regional projects that have limited funding sources available. The ARI Mill Levy for the District fall into two general categories based upon land usage and the ARI Mill Levy increases over time.

Residential metro districts:

- Tier 1- 1 mill in years 1-20.
- Tier 2- 5 mills in years 21-40 or the year of debt repayment whichever occurs first.
- Tier 3- Average of last 10 years debt service mills in years 41-50.

Commercial (non-residential) districts:

- Tier 1- 1 mill in years 1-20.
- Tier 2- 1.5 mills in years 21-40.
- Tier 3- Lesser of 20 mills or average of last 10 years debt service mills in years 41-45.

Additionally, the District is provided three options for how the ARI Mill Levy funds are to be managed:

1. Establish or join an ARI Authority with three or more other metropolitan districts; the ARI Authority then directs the use of funds.
2. Execute an IGA with the City which directs the use of funds.
3. Convey the funds to the City at which point the City determines how to use the funds.

In 2017 the District entered into an establishment agreement to form the South Aurora Regional Improvement Authority (SARIA). SARIA was created to use the ARI Mill Levy revenue from its member districts to fund regional transportation infrastructure projects. The following 22 Metropolitan Districts are members of the authority, and districts marked with an asterisk currently have residents:

- Beacon Point Metropolitan District*
- Blackstone Metropolitan District*
- Forest Trace Metropolitan Districts Nos. 1-3 * (only Districts 1 and 3 have residents)
- Inspiration Metropolitan District*

- Kings Point South Metropolitan Districts Nos. 1-3
- Overlook at Kings Point South Metropolitan District
- Prairie Point Metropolitan District Nos. 1-3
- Pronghorn Valley Metropolitan District*
- Senac South Metropolitan Districts Nos. 1-4
- Sorrel Ranch Metropolitan District*
- Southlands Metropolitan District No. 2*
- Wheatlands Metropolitan District*
- Whispering Pines Metropolitan District No. 1*

Each of these districts, with the exception of Beacon Point Metropolitan District, Blackstone Metropolitan District, Forest Trace Metropolitan District No. 2, Senac South Metropolitan District Nos. 1-4, Southlands Metropolitan District No. 2, and Wheatlands Metropolitan District are requesting amendments to their Service Plans to update the ARI Mill Levy language.

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

The service plan amendment is limited in scope to amend the ARI Mill Levy. SARIA is currently planning to refund its existing debt in an effort to achieve savings. With the refunding, SARIA will also issue new bonds and the proceeds of which will be used to further the purposes of its establishment agreement. The service plan amendments clarify an uncertainty for the tier 3 ARI Mill Levy. The current ARI Mill Levy language is written such that the tier 3 ARI Mill Levy will not be known until 40 to 50 years in the future, this uncertainty poses a risk for the bond market. The adjusted ARI Mill Levy definition changed with this service plan amendment provides a known fixed mill levy today for the tier 3 ARI Mill Levy, thereby providing more certainty for the bond market which in turn should bring more favorable financing for the upcoming SARIA bond issuance.

The amended ARI Mill Levy definitions are shown below for each SARIA member district, the specific treatment for the District is highlighted in red.

Group 1- member districts with residents and no current debt mill levy or current debt mill levy greater than 30 mills:

- Tier 1- 1 mill (amount and time period unchanged)
- Tier 2- 5 mills (amount and time period unchanged)
- Tier 3- 30 mills (time period unchanged, amount fixed at 30 mills)

Forest Trace Metropolitan District No. 1 (no 2023/24 debt service levy imposed)
Forest Trace Metropolitan District No. 3 (2023/24 debt service levy = 56.440
Inspiration Metropolitan District (2023/24 debt service levy = 34 mills)
Pronghorn Valley Metropolitan District (2023/24 debt service levy = 57.156)

Group 2- member districts with current debt mill levies less than 30 mills:

- Tier 1- 1 mill (amount and time period unchanged)
- Tier 2- 5 mills (amount and time period unchanged)
- Tier 3- Lesser of 30 mills or 2023/24 debt service mill levy (time period unchanged, amount changed to be reflective of current debt service mill levy)

Sorrel Ranch Metropolitan District: Tier 3 = 28.154 mills
Whispering Pines Metropolitan District No. 1: Tier 3 = 26 mills

Group 3- member districts with no residents and no current debt mill levy:

- Tier 1- 5 mills (time period unchanged, amount increased from 1 to 5)
- Tier 2- 5 mills (amount and time period unchanged)
- Tier 3- 30 mills (time period unchanged, amount changed to be fixed at 30 mills)

Kings Point South Metropolitan District Nos. 1-3
Overlook at Kings Point South Metropolitan District
Prairie Point Metropolitan District Nos. 1-3

Group 4- member districts with no Service Plan Amendment Proposed:
Beacon Point Metropolitan District
Blackstone Metropolitan District
Forest Trace Metropolitan District No. 2
Senac South Metropolitan District Nos. 1-4
Southlands Metropolitan District No. 2
Wheatlands Metropolitan District

In addition to the Service Plan Amendments, there are four accompanying IGAs. The Transportation Impact Fee agreement will be presented concurrently with the amendments. IGAs for the Gun Club Road, Aurora Parkway Improvements, and Gartrell Road Improvements projects will be presented at a future TAPS committee meeting.

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 forward this item to the Regular City Council Meeting as proposed?

LEGAL COMMENTS

Title 32, Article 1, C.R.S., as amended, and Section 122-36(b) of the City Code each provide that material modifications to an approved metropolitan district service plan may be made by the board of directors of a district only by petition to and approval by the City Council in substantially the same manner as provided for in the approval for an original service plan.

Section 122-32 of the City Code requires that the City Council conduct a public hearing regarding approval of the proposed district and its service plan. Therefore, a public hearing is required prior to material modifications of the service plan pursuant to Section 122-36(b).

Section 122-30(21) further requires that the special district enter into a written agreement with the City. The proposed Intergovernmental Agreement satisfies the requirements set forth therein. As the proposed Agreement is with another governmental entity, a resolution is required to authorize its execution. (City Charter Section 10-12.)

All legislative enactments must be in the form of ordinances pursuant to Section 5-1 of the Charter of the City of Aurora, Colorado and City Council Rule F.1 provides that an ordinance remains in effect until otherwise rescinded or amended by the City Council.

(Rulla)

ORDINANCE NO. 2025-__

A BILL

FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO APPROVING AN AMENDMENT TO THE SERVICE PLAN FOR WHISPERING PINES METROPOLITAN DISTRICT

WHEREAS, the City Council (the "City Council") of the City of Aurora, Colorado (the "City") previously approved the Service Plan (the "Service Plan") for the Whispering Pines Metropolitan District (the "District") on August 22, 2005; and

WHEREAS, pursuant to Section 32-1-204.5, C.R.S., as amended, and Section 122-29 of the City Code, an Amendment to the Service Plan (the "Service Plan Amendment") for the District has been submitted to the City Council; and

WHEREAS, pursuant to the provisions of Title 32, Article 1, C.R.S., as amended, and Chapter 122 of the City Code, the City Council is to hold a public hearing on the Service Plan Amendment for the District; and

WHEREAS, notice of the hearing before the City Council was duly published in the *Aurora Sentinel*, a newspaper of general circulation within the City, as required by law, and mailed to all interested persons, the Division of Local Government, and the governing body of each municipality and title 32 district that has levied an ad valorem tax within the next preceding tax year and that has boundaries within a radius of three miles of the District; and

WHEREAS, the Aurora Regional Improvement mill levy imposed within the City's model service plan allows for the formation of an Authority by three (3) or more districts to fund regional infrastructure with the pledge of their ARI mill levies collected from all member districts; and

WHEREAS, the District previously entered into that certain South Aurora Regional Improvement Authority Establishment Agreement (the "SARIA Establishment Agreement") and is a member district of the South Aurora Regional Improvement Authority ("SARIA"), and, consistent with the Service Plan and the SARIA Establishment Agreement, the District has pledged its ARI Mill Levy (as defined in the Service Plan) to SARIA; and

WHEREAS, the Service Plan Amendment provides that Section A of the definition of "ARI Mill Levy" in Section II of the Service Plan shall be deleted in its entirety and replaced with the following language: "For a district with property within its boundaries developed with any residential uses means the mill levy imposed for payment of the costs of the planning, design, permitting, construction, acquisition and financing of the improvements described in the ARI Master Plan, which: (i) shall be one (1) mill for collection beginning for each district in the first year of collection of a debt service mill levy by such district and continuing in each year thereafter through the twentieth (20th) year; and (ii) shall be five (5) mills from the twenty-first (21st) year through the fortieth (40th) year or the date of repayment of the debt incurred for Public Improvements, other than Regional Improvements, which ever first occurs; and (iii) for an

additional ten (10) years, the mill levy shall be equal to the mill levy imposed by such district in the tax year 2023 for collection in 2024 (twenty-six (26.000) mills);" and

WHEREAS, the Service Plan Amendment further provides that, Section D of the definition of "ARI Mill Levy" in Section II of the Service Plan shall be deleted in its entirety and replaced with the following language: "If, on or after January 1, 2004, there are changes in the method of calculating assessed valuation or any constitutionally mandated tax credit, cut, or abatement, all mills described in this ARI Mill Levy definition may be increased or decreased to reflect such changes, such increases or decreases to be determined by the Board in good faith (such determination to be binding and final) so that to the extent possible, the actual tax revenues generated by the mill levy, as adjusted for changes occurring after January 1, 2004, are neither diminished nor enhanced as a result of such changes. For purposes of the foregoing, a change in the ratio of actual valuation shall be deemed to be a change in the method of calculating assessed valuation;" and

WHEREAS, the City Council has considered the Service Plan Amendment, and all other testimony and evidence presented at the hearing; and

WHEREAS, the City Council finds that the Service Plan Amendment should be approved unconditionally, as permitted by Sections 32-1-203(2) and 32-1-204.5(1)(a), C.R.S., as amended, and Section 122-34(a) of the City Code; and

WHEREAS, all legislative enactments must be in the form of ordinances pursuant to Section 5-1 of the Charter of the City of Aurora, Colorado and City Council Rule F.1 provides that an ordinance remains in effect until otherwise rescinded or amended by the City Council.

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

Section 1. The City Council hereby finds and determines that all of the requirements of Title 32, Article 1, Part 2, C.R.S., as amended, and Chapter 122 of the City Code relating to the filing of the Service Plan Amendment for the District has been fulfilled and that notice of the hearing was given in the time and manner required by law and that City Council has jurisdiction to act on the Service Plan Amendment.

Section 2. The City Council further determines that all pertinent facts, matters and issues were submitted at the public hearing; that all interested parties were heard or had the opportunity to be heard and that evidence satisfactory to the City Council of each of the following was presented:

a. There is sufficient existing and projected need for organized service in the area to be serviced by the District;

b. The existing service in the area to be served by the District is inadequate for present and projected needs;

c. The District is capable of providing economical and sufficient service to the

area within their proposed boundaries;

d. The area included in the District has, or will have, the financial ability to discharge the proposed indebtedness on a reasonable basis;

e. Adequate service is not, or will not be, available to the area through the City, Adams County, or other existing municipal or quasi-municipal corporations, including other existing title 32 districts, within a reasonable time and on a comparable basis;

f. The facility and service standards of the District are compatible with the facility and service standards of the City;

g. The proposed Service Plan Amendment Plan is in substantial compliance with the comprehensive plan of the City as adopted pursuant to the City Code;

h. The proposed Service Plan Amendment is in compliance with any duly adopted City, regional, or state long-range water quality management plan for the area; and

i. The creation of the District will be in the best interests of the area proposed to be served.

Section 3. The City Council hereby approves the Service Plan Amendment for the District as submitted.

Section 4. The ARI Mill Levy defined in this Service Plan Amendment applies only to Whispering Pines Metropolitan District. In all other instances the definition of ARI Mill Levy in City Code §122-26 shall remain in full force and effect.

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.

Section 7. All prior resolutions or any parts thereof, to the extent that they are inconsistent with this Ordinance, are hereby rescinded.

Section 8. Future amendments to the Intergovernmental Agreement Between the City and the District as well as amendments to the Service Plan shall be by resolution.

INTRODUCED, READ AND ORDERED PUBLISHED this _____ day of _____, 2025.

PASSED AND ORDERED PUBLISHED this _____ day of _____, 2025.

_____
MIKE COFFMAN, Mayor

ATTEST:

_____
KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

PETER A. SCHULTE, CITY ATTORNEY

By: _____ RLA
BRIAN J. RULLA, Assistant City Attorney

SpencerFane

File No. 5027332-0012

January 22, 2025

Office of Development Assistance
City of Aurora
15151 E. Alameda Pkwy
Aurora, CO 80012

Re: Proposed Service Plan Amendments for South Aurora Regional Improvement Authority ("SARIA") Member Districts; Revisions to ARI Mill Levies

To the Office of Development Assistance, City of Aurora:

I. Introduction

The South Aurora Regional Improvement Authority ("SARIA") is a contractually-established authority created for the purpose of funding regional transportation improvements in the southern portion of Aurora. SARIA was originally established by intergovernmental agreement in 2017 and currently includes as its members the City of Aurora (the "City") in addition to the following 22 individual metropolitan districts:

Beacon Point Metropolitan District
Blackstone Metropolitan District
Forest Trace Metropolitan District Nos. 1-3
Inspiration Metropolitan District
Kings Point South Metropolitan District Nos. 1-3
Overlook at Kings Point South Metropolitan District
Prairie Point Metropolitan District Nos. 1-3
Pronghorn Valley Metropolitan District
Senac South Metropolitan District Nos. 1-4
Sorrel Ranch Metropolitan District
Southlands Metropolitan District No. 2
Wheatlands Metropolitan District
Whispering Pines Metropolitan District No. 1

Submitted with this letter are proposed service plan amendments (the "Service Plan Amendments") to amend the service plans of all but nine of SARIA's member districts (excluding such nine districts, the "Amending Members"), along with resolutions of each of the Amending Members authorizing SARIA to submit the Service Plan Amendments to the City.

The Boards of Directors of all of the Amending Members have approved the Service Plan Amendments and have authorized SARIA, on behalf of the Amending Members, to process the Service Plan Amendments as one submittal with the City.

The limited purpose of the Service Plan Amendments is to modify the ARI Mill Levy of each Amending Member as set forth herein. No other changes are requested to the service plans of the Amending Members.

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II. Districts Not Proposing Service Plan Amendments

a. Beacon Point Metropolitan District; Blackstone Metropolitan District; Southlands Metropolitan District No. 2; and Wheatlands Metropolitan District

All of the SARIA member districts recently unanimously approved an ARI Master Plan No. 3. The purpose of ARI Master Plan No. 3, consistent with SARIA's establishing agreement, is to set forth details regarding the prioritization and funding of the next set of regional improvements by SARIA. A key component of ARI Master Plan No. 3, as further set forth therein, is that Beacon Point Metropolitan District, Blackstone Metropolitan District, Southlands Metropolitan District No. 2, and Wheatlands Metropolitan District (the "Limited Participants") will contribute their ARI Mill Levies to SARIA under ARI Master Plan No. 3 only through 2038. Because the Limited Participants will only contribute their ARI Mill Levies to SARIA through 2038, the changes proposed in the Service Plan Amendments would have no bearing on SARIA, and no amendments to their service plans are therefore required or requested by them at this time.

b. Forest Trace Metropolitan District No. 2

Forest Trace Metropolitan District No. 2 is not requesting an amendment to its service plan at this time because the district either is not expected at any time to issue debt and thus it will likely never impose an ARI Mill Levy, or it will include only commercial property, and under either circumstance the changes proposed in the Service Plan Amendments would not apply.

c. Senac South Metropolitan District Nos. 1-4

Senac South Metropolitan District Nos. 1-4 are also not requesting an amendment to their service plans at this time because the districts have expressed a preference not to alter their ARI Mill Levy as proposed in the Service Plan Amendments. This is not expected to adversely impact the Amending Members or SARIA, and the Amending Members and SARIA have determined nonetheless to proceed with the Service Plan Amendments.

III. SARIA Background

SARIA was organized for the limited purpose of financing "Regional Improvements" consistent with SARIA's establishing agreement and the service plans of each of SARIA's member districts.

SARIA does not and is not authorized under its establishing agreement to own, operate or maintain any public improvements.

SARIA also does not impose any taxes or fees. Rather, SARIA relies entirely upon revenues derived from each member district's ARI Mill Levy as set forth in the member districts' service plans (the "ARI Mill Levy(ies)") in order to finance Regional Improvements.

IV. Current ARI Mill Levy System

Currently, consistent with the City's Model Service Plan in place since 2004, the SARIA member districts' ARI Mill Levies are generally imposed, beginning the first year each district imposes a debt service mill levy, as follows:

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Tier 1: 1 mill from Years 1-20 ("Tier 1 Levy");

Tier 2: 5 mills Years 21-40, or the date of repayment of the district's debt, whichever first occurs ("Tier 2 Levy"); and

Tier 3: for an additional ten (10) years, the mill levy is equal to the average debt service mill levy imposed in the ten (10) years prior to the date of repayment of the district's debt ("Tier 3 Levy").

V. Limited Purpose of Proposed Service Plan Amendments

The limited purpose of the Service Plan Amendments is to modify the ARI Mill Levy of each Amending Member as set forth below. For clarity, all ARI Mill Levies discussed herein and as may be amended under the Service Plan Amendments shall be adjusted in accordance with each Amending Member's respective Service Plan to adjust for changes occurring after January 1, 2004. **No other changes are requested to the service plans of the Amending Members.**

The requested changes are as follows:

For Amending Members that currently have residents:

Tier 1 Levy: 1 mill from Years 1-20 (*unchanged*)

Tier 2 Levy: 5 mills for Years 21-40, or the date of repayment of the debt incurred for Public Improvements, other than Regional Improvements, which ever first occurs (*unchanged*); and

Tier 3 Levy: for an additional ten years, the mill levy shall be equal to the lesser of 30 mills or the mill levy imposed by such district in the tax year 2023 for collection in 2024.

For Amending Members that do not currently have residents:

Tier 1 Levy: 5 mills from Years 1-20 (*increased from 1 mill to 5 mills*);

Tier 2 Levy: 5 mills from Years 21-40, or the date of repayment of the debt incurred for Public Improvements, other than Regional Improvements, which ever first occurs (*unchanged*); and

Tier 3 Levy: for an additional ten years, the mill levy shall be 30 mills.

In addition, the Service Plan Amendments clarify that the Tier 3 Levy is to commence no later than year 40.

More specifically, the foregoing changes to the ARI Mill Levy for the Amending Members can be summarized, and the SARIA member districts can be broken out into four groups, as follows:

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"Group 1":

Tier 1 Levy: 1 mill (*unchanged*)
Tier 2 Levy: 5 mills (*unchanged*)
Tier 3 Levy: 30 mills (*fixed at 30 mills*)

Forest Trace Metropolitan District No. 1 (2023/24 debt service mill levy = no levy imposed yet)
Forest Trace Metropolitan District No. 3 (2023/24 debt service mill levy = 56.440)
Inspiration Metropolitan District (2023/24 debt service mill levy = 34 mills)
Pronghorn Valley Metropolitan District (2023/24 debt service mill levy = 57.156)

"Group 2":

Tier 1 Levy: 1 mill (*unchanged*)
Tier 2 Levy: 5 mills (*unchanged*)
Tier 3 Levy: 2023/24 debt service mill levy (*which is less than 30 mills*)

Sorrel Ranch Metropolitan District: Tier 3 Levy = 28.154 mills
Whispering Pines Metropolitan District No. 1: Tier 3 Levy = 26 mills

"Group 3" (No Current Residents):

Tier 1 Levy: 5 mills (*increased from 1 to 5*)
Tier 2 Levy: 5 mills (*unchanged*)
Tier 3 Levy: 30 mills (*fixed at 30 mills*)

Kings Point South Metropolitan District Nos. 1-3
Overlook at Kings Point South Metropolitan District
Prairie Point Metropolitan District Nos. 1-3

"Group 4" (No Service Plan Amendment Proposed):

Beacon Point Metropolitan District
Blackstone Metropolitan District
Forest Trace Metropolitan District No. 2
Senac South Metropolitan District Nos. 1-4
Southlands Metropolitan District No. 2
Wheatlands Metropolitan District

Again, for clarity, all ARI Mill Levies listed above and as may be amended under such Service Plan Amendments shall be adjusted in accordance with each Amending Member's respective Service Plan to adjust for changes occurring after January 1, 2004.

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VI. Rationale and Benefits of Proposed Service Plan Amendments

As stated above, the proposed Service Plan Amendments have been approved individually by the Boards of Directors of all the Amending Members. The Service Plan Amendments are being submitted by SARIA to the City as one package on behalf of all the Amending Members in order to process them efficiently.

As currently defined in the service plans of the Amending Members, the ARI Mill Levy is complicated and, with regard to the Tier 3 Levy, simply cannot be accurately projected. For example, because the Tier 3 Levy is supposed to be "equal to the average debt service mill levy imposed in the ten (10) years prior to the date of repayment of the district's debt," a date that is for some districts more than 20 years in the future, it is impossible to know now what the Tier 3 Levy will actually be. This makes it difficult for the Amending Members to plan out their property tax levies into the future. It also means that the Tier 3 Levy may be impacted by long-term influences such as changing property values and changing Board priorities well into the future. Further, it makes the issuance of debt to finance Regional Improvements supported by the Amending Members' ARI mill levies difficult and thus more expensive to issue.

The Tier 3 Levy, while it is supposed to begin in year 40 or the date of repayment of the district's debt, whichever first occurs, cannot be calculated in year 40 if the district's debt is not yet repaid because the Tier 3 Levy is calculated based on the debt service mill levy rate in the 10 years prior to "repayment."

In order to resolve the foregoing issues, the Amending Members and SARIA initially proposed fixing the Tier 3 Levies of all Amending Members at 30 mills as an approximate average of currently projected Tier 3 Levies. However, a number of Amending Members already had a debt service mill levy below 30 mills. So, rather than setting the Tier 3 Levies at a rate higher than the current projection, the Amending Members settled upon a Tier 3 Levy fixed at the lesser of 30 mills or each district's current debt service mill levy. This is why the Amending Members are separated into Group 1 and Group 2, above.

Further, a subset of the Amending Members, identified as Group 3 above, are willing to increase their Tier 1 Levy from 1 mill to 5 mills. These districts are still in predevelopment stages and would generally not see an increase in their ARI Mill Levy for up to 20 years, unlike other members districts who are 10-20 years into the ARI Mill Levy timeline. By increasing their Tier 1 Levy, these Group 3 districts will contribute more to Regional Improvements by way of their increased Tier 1 Levy contributions in earlier years.

Finally, the Service Plan Amendments clarify an ambiguity as to the Tier 3 Levy by setting a defined Tier 3 Levy Rate in the scenario where a district has not paid off its debt by year 40.

VII. Summary of Benefits of Proposed Service Plan Amendments

The benefits of the proposed Service Plan Amendments to the Amending Members can be summarized as follows:

- Establishes a set Tier 3 Levy;
- Allows Amending Members to anticipate future property tax rates and assists in long-term planning;
- Protects against any factors that would otherwise increase the Tier 3 Levy;

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- Allows for more certain revenue projections to aid in financing Regional Improvements;
- Increases Tier 1 Levy revenue from the Group 3 Amending Members to better support Regional Improvements; and
- Clarifies the Tier 3 Levy in the circumstances when a district has not paid off its debt by year 40 by setting a defined Tier 3 Levy Rate.

VIII. Summary and Request

In closing, on behalf of the Amending Members and SARIA, we respectfully request that the Aurora City Council approve the enclosed Service Plan Amendments.

Sincerely,

/s/ Thomas N. George

Tom George
Spencer Fane LLP

Encs.

RESOLUTION OF THE BOARD OF DIRECTORS OF THE WHISPERING PINES METROPOLITAN DISTRICT NO. 1 APPROVING SERVICE PLAN AMENDMENT

WHEREAS, the City of Aurora previously approved the Service Plan (the "Service Plan") for the Whispering Pines Metropolitan District No. 1 (the "District") on August 22, 2005;

WHEREAS, the District previously entered into that certain South Aurora Regional Improvement Authority Establishment Agreement (the "SARIA Establishment Agreement") and is a member district of the South Aurora Regional Improvement Authority ("SARIA"), and, consistent with the Service Plan and the SARIA Establishment Agreement, the District has pledged its ARI Mill Levy (as defined in the Service Plan) to SARIA;

WHEREAS, SARIA previously issued special revenue bonds to fund, in part, regional improvements consistent with the SARIA Establishment Agreement, and SARIA desires to issue additional debt to finance additional regional improvements, but SARIA has determined that the ARI Mill Levy as currently set forth in the Service Plan poses various challenges to the issuance of debt funded by the ARI Mill Levy of the District and all other districts that are parties to the SARIA Establishment Agreement; and

WHEREAS, the Board of Directors of the District (the "Board") has determined that an amendment to the Service Plan is necessary to make certain revisions to the ARI Mill Levy in order to facilitate the issuance of debt by SARIA to fund additional regional improvements for the benefit of SARIA, the District, the other districts that are parties to the SARIA Establishment Agreement, and their collective and respective residents, owners, taxpayers and constituents, as set forth herein.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE WHISPERING PINES METROPOLITAN DISTRICT NO. 1 AS FOLLOWS:

1. The Board hereby approves the amendment to the Service Plan attached hereto as **Exhibit A** and incorporated by reference herein (the "Service Plan Amendment").

2. The Board directs and authorizes the District's manager, legal counsel, accountant and/or other consultants, in coordination with each other, to submit the Service Plan Amendment to the City of Aurora for consideration and to take any and all actions reasonably necessary to obtain the City or Aurora's full and final approval of the Service Plan Amendment.

3. The Board further authorizes SARIA and its manager, legal counsel, accountant and/or other consultants, in coordination with the District's consultants, to submit the Service Plan Amendment to the City of Aurora for consideration and to take any and all actions reasonably necessary to obtain the City or Aurora's full and final approval of the Service Plan Amendment on behalf of the District.

[remainder of page intentionally left blank; signature page follows]

ADOPTED AND EFFECTIVE THIS 23rd day of October, 2023.

WHISPERING PINES METROPOLITAN DISTRICT NO. 1

/s/: Matthew Kehoe

Name: Matthew Kehoe

Title: Board President

ATTEST:

/s/: Angela Elliott

Name: Angela Elliott

Title: District Manager and Secretary to the Board

Exhibit A to Resolution

Proposed Amended Service Plan

AMENDMENT
TO
SERVICE PLAN
FOR
WHISPERING PINES METROPOLITAN DISTRICT NOS. 1 AND 2

City of Aurora, Colorado

Service Plan approved by the City of Aurora on _____

This Amendment Dated _____

I. INTRODUCTION AND PURPOSE OF FIRST AMENDMENT

The City of Aurora approved the Service Plan (the "Service Plan") for Whispering Pines Metropolitan District Nos. 1 and 2 on August 22, 2005. Whispering Pines Metropolitan District No. 2 has no continuing operations and no Board of Directors. This Amendment to Service Plan ("Amendment") is submitted on behalf of Whispering Pines Metropolitan District No. 1 ("District") and is intended to be read in conjunction with the Service Plan.

Since the time the Service Plan was approved, the District entered into that certain South Aurora Regional Improvement Authority Establishment Agreement (the "SARIA Establishment Agreement") and is a member district of the South Aurora Regional Improvement Authority ("SARIA"). The SARIA Establishment Agreement is considered an ARI Establishment Agreement and SARIA is considered an ARI Authority pursuant to the Service Plan, as those terms are defined in the Service Plan.

Consistent with the Service Plan and the SARIA Establishment Agreement, the District has pledged its ARI Mill Levy to SARIA.

SARIA previously issued its Special Revenue Bonds, Series 2018, to fund, in part, Regional Improvements consistent with the SARIA Establishment Agreement (the "Regional Improvements," as defined in the SARIA Establishment Agreement). SARIA desires to issue additional debt to finance additional Regional Improvements, but has determined that the ARI Mill Levy as currently set forth in the Service Plan poses various challenges to the issuance of debt funded by the ARI Mill Levy of the District and all other districts that are party to the SARIA Establishment Agreement.

The District, as well as SARIA and all the other districts that are parties to the SARIA Establishment Agreement, have determined that certain revisions to the ARI Mill Levy as set forth in the service plans of each of the districts, by way of this Amendment, will facilitate the issuance of debt by SARIA to fund additional Regional Improvements for the benefit of SARIA, the District, the other districts that are parties to the SARIA Establishment Agreement, and their collective and respective residents, owners, taxpayers and constituents.

The limited purpose of this Amendment is to amend the Service Plan's definition of ARI Mill Levy as further set forth below.

II. AMENDMENT

The District's Service Plan is hereby amended as follows:

Section A of the definition of "ARI Mill Levy" in Section II of the Service Plan shall be deleted in its entirety and replaced with the following language:

A. A. For a district with property within its boundaries developed with any residential uses means the mill levy imposed for payment of the costs of the planning, design, permitting, construction, acquisition and financing of the improvements described in the ARI Master Plan, which: (i) shall be one (1) mill for collection beginning for each district in the first year of collection of a debt service mill levy by such district and continuing in each year thereafter through the twentieth (20th) year; and (ii) shall be five (5) mills from the twenty-first (21st) year through the fortieth (40th) year or the date of repayment of the debt incurred for Public Improvements, other than Regional Improvements, which ever first occurs; and (iii) for an additional ten (10) years, the mill levy shall be equal to the mill levy imposed by such district in the tax year 2023 for collection in 2024 (twenty-six (26.000) mills); and

Additionally, Section D of the definition of "ARI Mill Levy" in Section II of the Service Plan shall be deleted in its entirety and replaced with the following language:

D. If, on or after January 1, 2004, there are changes in the method of calculating assessed valuation or any constitutionally mandated tax credit, cut, or abatement, all mills described in this ARI Mill Levy definition may be increased or decreased to reflect such changes, such increases or decreases to be determined by the Board in good faith (such determination to be binding and final) so that to the extent possible, the actual tax revenues generated by the mill levy, as adjusted for changes occurring after January 1, 2004, are neither diminished nor enhanced as a result of such changes. For purposes of the foregoing, a change in the ratio of actual valuation shall be deemed to be a change in the method of calculating assessed valuation.

III. CONDITIONAL EFFECTIVENESS OF AMENDMENT; REFUNDING OF 2018 BONDS AS CONDITION PRECEDENT

It is acknowledged that SARIA previously issued its South Aurora Regional Improvement Authority Special Revenue Bonds, Series 2018, in the original amount of $11,265,000, on December 19, 2018 (the "2018 Bonds"). It is further acknowledged that the 2018 Bonds are secured, in part, by the pledge of the District's ARI Mill Levy as such ARI Mill Levy is defined in the District's Service Plan prior to this Amendment. Nothing in this Amendment is intended to alter, amend, limit or otherwise affect the ARI Mill Levy as pledged toward the 2018 Bonds.

Therefore, it is expressly stated that this Amendment shall only take effect upon the condition precedent that the 2018 bonds are refunded, repaid, defeased, or otherwise paid in full, and this Amendment shall not be of any force and effect unless and until the 2018 bonds are refunded, repaid, defeased, or otherwise paid in full.

IV. EFFECT OF AMENDMENT

All capitalized terms used but not otherwise defined in this Amendment shall have the definitions ascribed to them in the Service Plan. Except as specifically amended as set forth above,

all other provisions of the Service Plan shall remain in full force and effect. To the extent there are any inconsistencies between this Amendment and the Service Plan, this Amendment shall control.

V. REQUESTED APPROVAL

It is hereby requested that the City Council of the City of Aurora, Colorado, which has jurisdiction to approve this Amendment by virtue of Section 32-1-207(2) C.R.S., *et seq.*, as amended, adopt a resolution of approval which approves this Amendment to the Service Plan as submitted.

CITY OF AURORA
Council Agenda Commentary

Item Title: Urban Cottages Jewell - Zoning Map Amendment
Item Initiator: Rachid Rabbaa, Planner III, Planning and Business Development
Staff Source/Legal Source: Rachid Rabbaa, Planner III / Lena McClelland, Assistant City Attorney
Outside Speaker: Todd Johnson, Applicant, Urban Cottages LLC / Alan Cunningham, Agent, PCS Group INC
Council Goal: 2012: 5.6--Continue to plan for high quality neighborhoods with a balanced housing stock

COUNCIL MEETING DATES:

Study Session: N/A

Regular Meeting: 3/10/2025

2nd Regular Meeting (if applicable): 3/24/2025

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)

2025-06 A PUBLIC HEARING AND INTRODUCTION OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, FOR A ZONING MAP AMENDMENT TO REZONE APPROXIMATELY 3.91 ACRES OF LAND TO MEDIUM-DENSITY RESIDENTIAL DISTRICT (R-2), LOCATED SOUTH OF THE INTERSECTION OF EAST JEWELL AVENUE AND SOUTH JOLIET STREET (URBAN COTTAGES ON JEWELL REZONE)
Rachid Rabbaa, Planner III, Planning and Business Development / Lena McClelland, Assistant City Attorney

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: 1/8/2025

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 held a public hearing to review the Zoning Map Amendment and Site Plan request at a regular meeting held on January 8, 2025. Following staff's presentation, public comments were given at the hearing. The commission voted to make recommendation of approval for the Zoning Map Amendment. The commission voted to table the Site Plan request. A copy of the Planning Commission Meeting Minutes are attached for reference.

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

The applicant, Urban Cottages, LCC, is requesting approval of a Zoning Map Amendment (Rezone) for 3.91 acres from the Rural Residential (R-R) to Medium-Density Residential (R-2) District. The subject property is located south of E. Jewell Avenue, a collector street, approximately 900' east of S. Havana Street. The site is bounded by single-family attached and detached residential development to the north, a park to the east, a large lot rural residential development to the west, and single-family detached residential development and vacant land to the south. The subject property lies within the Established Neighborhood placetype in the Aurora Places Comprehensive Plan and is located in direct proximity to Havana Heights, a low-density single-family neighborhood.

The purpose of the R-2 Medium Density District is to promote and preserve various types of medium density housing with adequate amounts of usable common space and amenities. This district is intended for use close to collector streets and public transit facilities. The surrounding area includes a variety of land uses with commercial on Havana and Ponderosa Elementary school to the east. Residential uses include single family detached, townhome and multifamily all nearby. Based on the approval criteria regarding the consistency with the Comprehensive Plan, purpose statement of the zoning district, scale of the proposal and compatibility with the surrounding area, the proposed Zoning Map Amendment complies with the approval criteria in the City Code.

Neighborhood comments were received during the first review cycle regarding infrastructure, parking, and traffic concerns. Based on the comments and concerns, a neighborhood meeting was held on Tuesday, May 31, 2022. The applicant addressed the concerns raised at the meeting.

FISCAL IMPACT

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

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

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

N/A

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

N/A

NON-BUDGETED EXPENDITURE IMPACT

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

N/A

WORKLOAD IMPACT

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

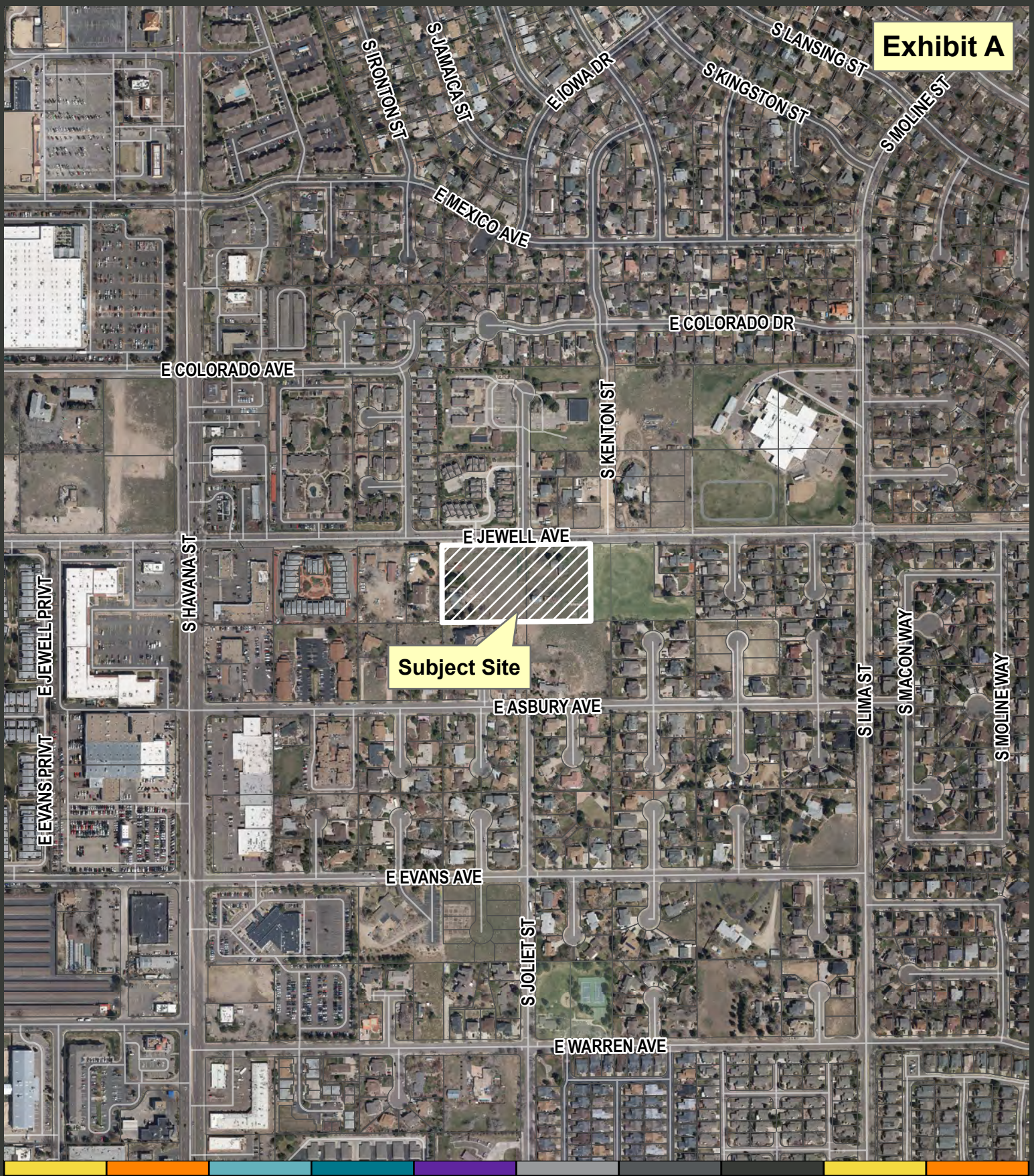
N/A

QUESTIONS FOR COUNCIL

Does the City Council wish to approve the ordinance to rezone 3.91 acres of Rural Residential (R-R) to Medium Density Residential (R-2) for the Urban Cottages Jewell Zoning Map Amendment?

LEGAL COMMENTS

The City Council is the governing body of the City and has the authority to approve the Official Zoning Map and amendments to that map. (UDO §146-5.1.1.B)
The City Council shall conduct a public hearing on the application. (UDO §146-5.4.1.C.2.c)
Changes to the Zoning Map for individual parcels shall only be approved if City Council finds that the change to the Zoning Map is required because of changed conditions or circumstances on the property or the surrounding area and (a) the applicant has demonstrated that the proposed rezoning is consistent with the spirit and intent of the Comprehensive Plan, the other policies and plans adopted by the City Council, and with the purpose statement of the proposed new zone district(s); (b) the applicant has demonstrated that the size, scale, height, density, and multi-modal traffic impacts of the proposed rezoning are compatible with surrounding development or can be made compatible through approval conditions; and (c) the application demonstrates that the change in zoning 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. (UDO §146-5.4.1.C.3.a.ii) (McClelland)



Planning and Business Development

15151 E. Alameda Parkway
Aurora CO 80012 USA
AuroraGov.org
303.739.7250
GIS@auroragov.org

Miles 0 0.04 0.08

City of Aurora, Colorado

Urban Cottages Jewell
Zoning Map Amendment
Site Plan w/ Adjustments

Case Numbers: 1984-2057-02, 2022-4026-00
Development Application: #2809-00

12/12/2024 I:\GIS\ArcGIS_Pro_Projects\Planning\Development Review\Data Services\VicinityMap_Pro\VicinityMap_Pro_Arial.aprx

Project No: DA-2309-00
Public Hearing
Aurora City Council
January 27, 2025

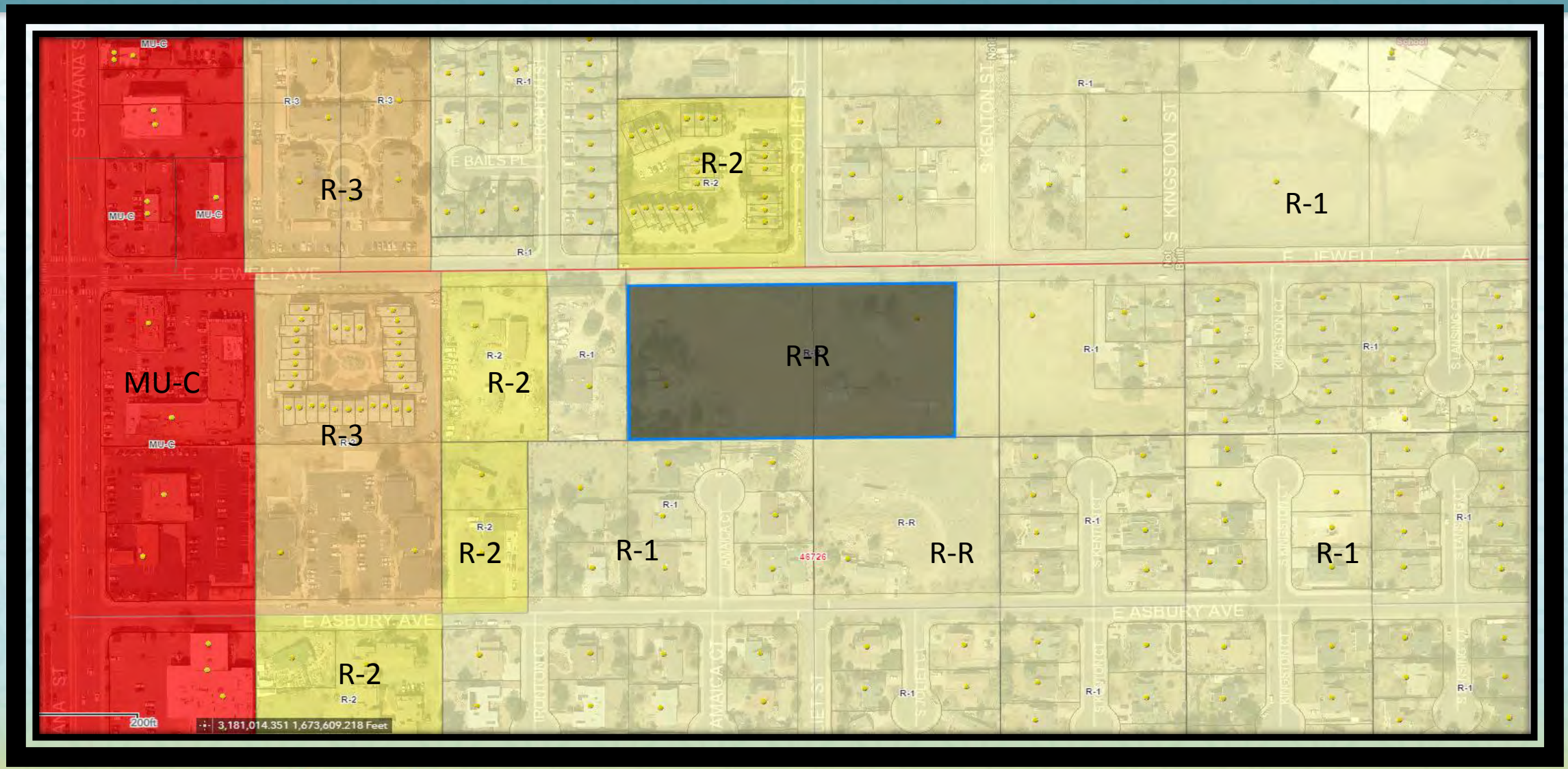
APPLICATION

- **Request:** Zoning Map Amendment from RR- to R-2
- **Location:** The subject property is located south of the intersection of E Jewell Avenue and S Joliet Street approximately 900’ east of S Havana Street
- **Applicant:** Urban Cottages, LLC. (Todd Johnson)
- **Agent:** PCS Group, INC. (Liam Hogan)
- **Current Zoning:** R-R (Rural Residential) District
- **Proposed Zoning**: R-2 (Medium Density Residential) District
- **Placetype:** Established Neighborhood

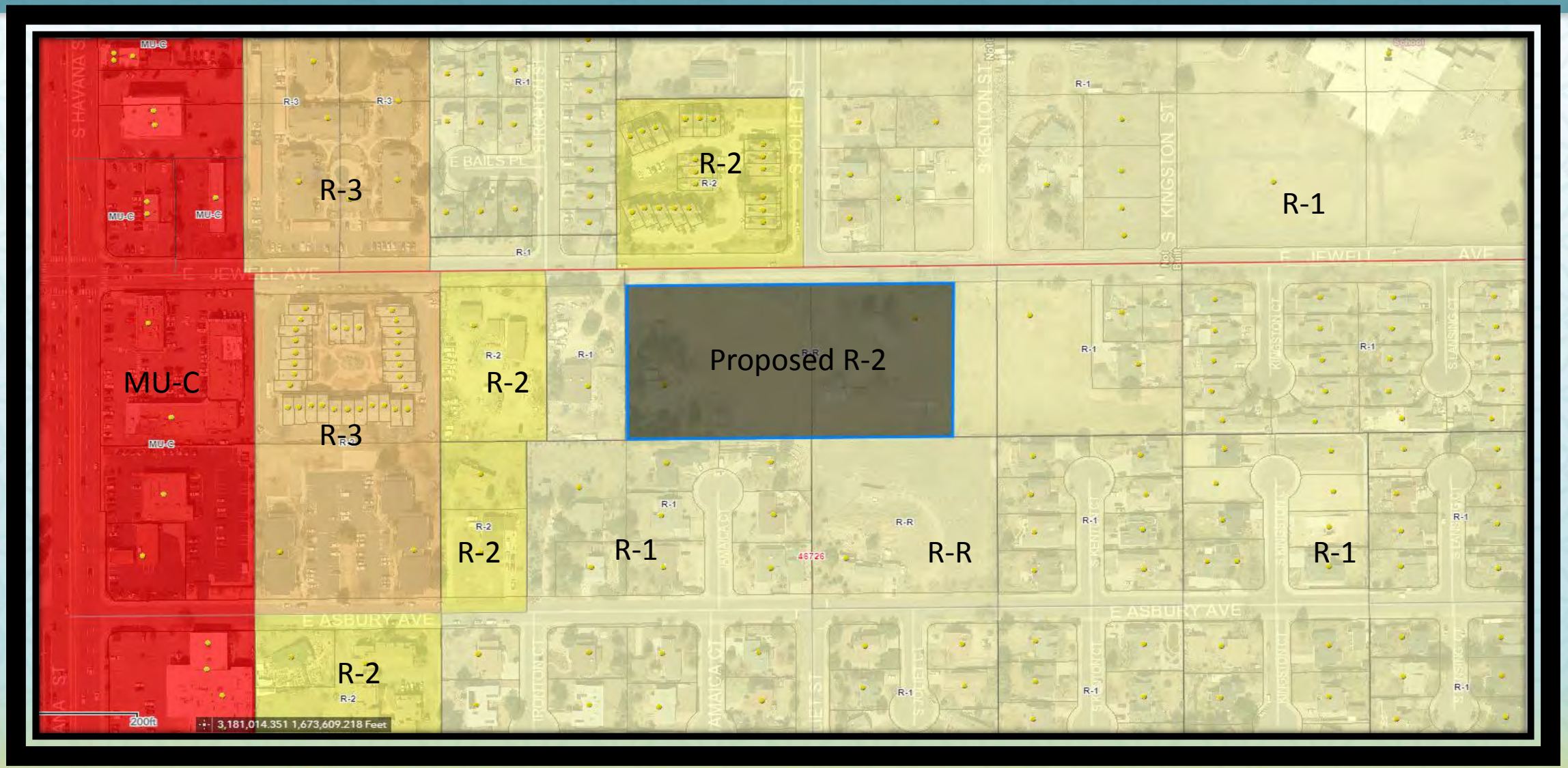
AERIAL MAP



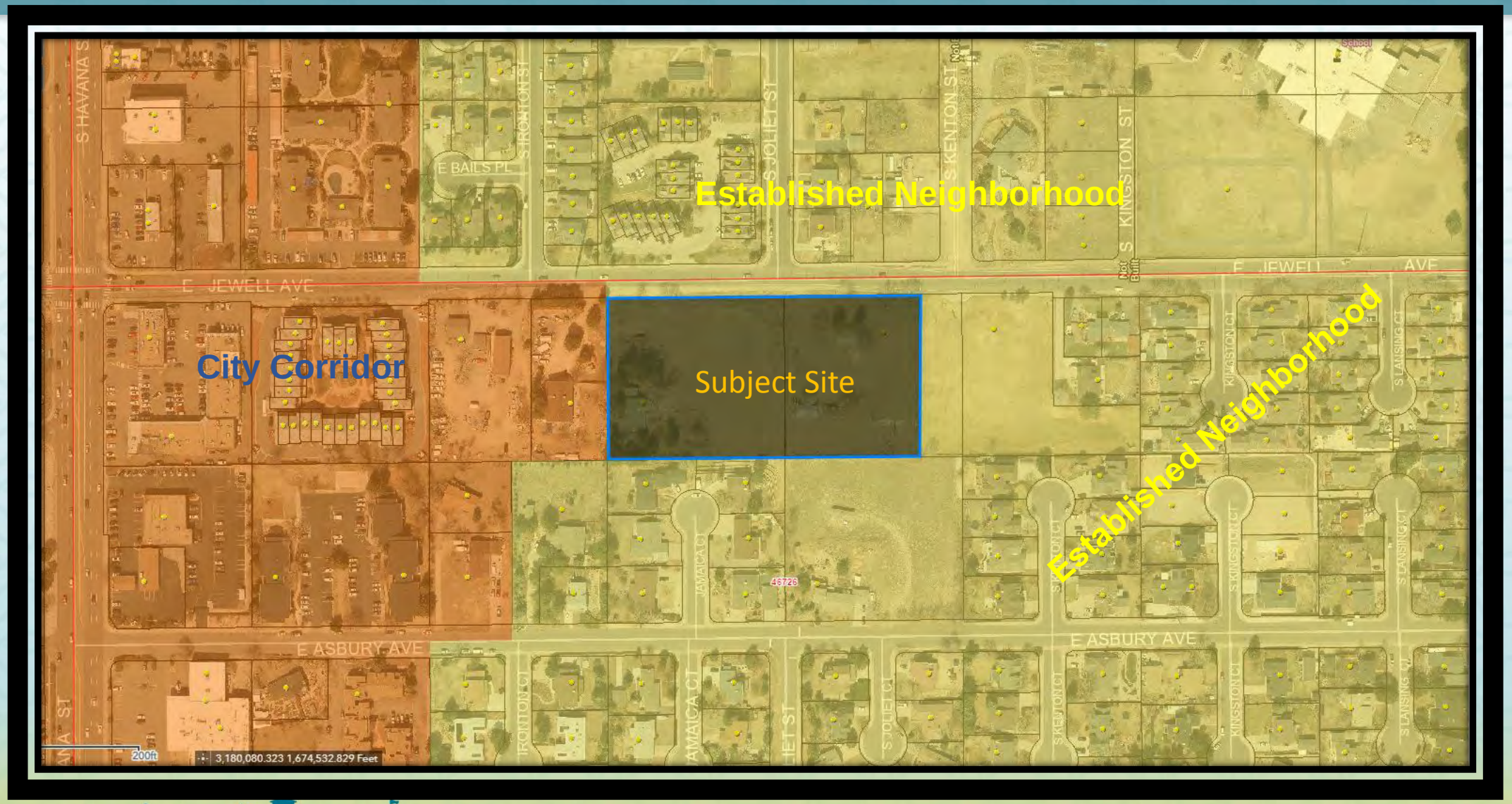
ZONING MAP AMENDMENT (Existing Zoning)



ZONING MAP AMENDMENT (Proposed Zoning)



PLACETYPE MAP



ZONING MAP AMENDMENT APPROVAL CRITERIA

Per Section 146-5.4.1.C.3, an application for changes to the Zoning Map shall only be recommended for approval to City Council if the Planning and Zoning Commission finds that the following criteria have been met and shall only be approved if City Council finds that the following criteria have been met:

1)The change to the Zoning Map is needed to correct an error; or

2)The change to the Zoning Map is required because of changed conditions or circumstances on the property or in the surrounding area and:

- *The applicant has demonstrated that the change in zoning is consistent with the spirit and intent of the Comprehensive Plan, with other policies and plans adopted by the City Council, and with the purpose statement of the proposed new zone district(s);*
- *The applicant has demonstrated that the size, scale, height, density, and multi-modal traffic impacts of the change in zoning are compatible with surrounding development or can be made compatible with surrounding development through approval conditions; and,*
- *The applicant demonstrates that the change in zoning 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.*

ZONING MAP AMENDMENT PROPOSAL
LETTER OF JUSTIFICATION

ZONING MAP AMENDMENT PROPOSAL
LETTER OF JUSTIFICATION

The 11000 E. Jewell Ave site sits between S. Havana St and 225 and north of S. Parker Rd. As can be seen on the attached graphics, this site currently falls within a R-R zoning map designation.

In terms of context, the character of the surrounding 11000 E. Jewell project consists mainly of R-1 zoning designated parcels to the east & south, with higher intensity uses to the west and a mix of R-1, R-2 and educational uses to the north. Along the eastern border of the site sits Havana Heights Pond Park and directly north, opposite of the 11000 E. Jewell site is a R-2 parcel designation, with existing town home development of approximately 10 du/ac . In close proximity, as you move west towards S. Havana St., there are some MU-C zoned parcels situated within a short walking distance to the 11000 E. Jewell Ave Site as well as more R-2 and R-3 zoned parcels.

With our Zoning Map Amendment proposal we are requesting to revise the zoning designation on the 11000 E. Jewell Ave property to be rezoned from R-R to R-2. The purpose of the R-2 district is to promote and preserve various types of medium density housing with adequate amounts of usable common space and amenities. Our proposed change in zoning designation to R-2 with the use of Two-Family Dwellings (Duplex), will allow for an increase in the diversity of residential housing types within the context of the surrounding neighborhood, providing a mix of options and price points within this part of Aurora. Additionally, the direct adjacency to Havana Heights Pond Park assures adequate usable open space and amenities for the future residents of this infill development.

The applicant believes that this zoning map amendment request will be beneficial for the city and that it should be approved for several reasons. First, as depicted within Aurora Places, the 11000 E. Jewell site is located within an Established Neighborhood “placetype.” Accordingly, this placetype is predominantly characterized as “residential areas with a variety of unit types including single-family detached, single-family attached, and multifamily.” The 11000 E. Jewell Ave community is being designed as a well-defined and connected neighborhood that provides a paired home unit type to ensure consistency with the current surrounding residential character while also creating a transition in density between the single family detached homes to the south, and the higher density town home development across Jewell Ave.

In addition to the Comprehensive Plan compliance, the requested change to the R-2 zone district is also consistent with many of the zone districts located along Jewell Ave. For instance, in the mile long stretch of E. Jewell Ave between S. Lima St and S Daytona Street, that is bisected by Havana St, and is relevant to this site’s frontage, this is the only site that is currently zoned R-R. In fact, this site is the only property zoned R-R west of I-225 along E. Jewell Ave. Otherwise, the aforementioned stretch of Jewell Ave consists of less than 25 % of the frontage as R-1 zone district, with the remaining frontage consisting of R-2 or higher zone districts, along with a small part of the frontage being attributed to the Ponderosa Elementary School . As such, the requested zoning change on this property is in keeping with the existing development patterns along Jewell. Additionally, the majority of R-R and R-1 zoned property exists to the south and east of this site, much of which is buffered by Havana Heights Pond Park. With respect to the existing R-R zone district and homes to the south, we are addressing the relationship to the south by turning our proposed units sideways to the property, and by incorporating and additional 10’ buffer and new privacy fence along that interface.

Furthermore, as explained in the City of Aurora Housing Strategy study, it has been acknowledged that the City of Aurora is experiencing continual growth and increase in resident population and home prices each year. The 11000 E. Jewell Ave site plan with paired homes will provide more attainable housing options, and diversity of home types within this portion of the City of Aurora. The concept for Urban Cottages is to be attainable by design, meaning the site design approach focuses on creating modestly sized homes on smaller lots. These missing middle design features allow walkable, medium density, infill housing near public transportation and amenities. Missing middle housing caters to households usually overlooked in home design and planning, including seniors, singles, and young families.

Overall, when considering the mixture of the surrounding site character; the Established Neighborhood placetype in the comprehensive plan, and the City of Aurora Housing Strategy study, the Zoning Map Amendment request associated with the 11000 E. Jewell community is warranted and will ultimately benefit the City of Aurora. By providing additional variety of residential uses to support the ultimate housing demand in the area, while at the same time fitting within the general site context of the area, the 11000 E. Jewell community will ensure the creation of a cohesive and beneficial neighborhood on this infill site. In this regard, the proposed site plan for 11000 E. Jewell Ave. will fulfill the City's approval criteria by creating a residential community which will promote diversity and affordable housing for the City of Aurora. The City's approval criteria are included below.

Section 5.4.1.C.3.A - Criteria Approval.
An application for initial zoning, rezoning, and changes to the Zoning Map for individual parcels or small areas shall only be recommended if the Planning Director and the Planning and Zoning Commission finds that the following criteria have been met, and shall only be approved if City Council finds that the following criteria have been met.

i. The change to the Zoning Map is needed to correct an error (change in the character of surrounding areas does not constitute an error in the map); or
As far as we know there has not been an error in the Zoning Map that needs correcting.

ii. The change to the Zoning Map is required because of changed conditions or circumstances on the property or in the surrounding area and:
There have been changes in the surrounding area as this part of the City has continued to evolve and more multi-family developments have occurred. Additionally, circumstances and conditions have changed on the subject property as existing buildings are now sitting vacant and in a state of disrepair.

(a) The applicant has demonstrated that the proposed initial zoning or rezoning is consistent with the spirit and intent of the Comprehensive Plan, with other policies and plans adopted by the City Council, and with the purpose statement of the proposed new zone district(s);
As outlined above, the rezoning of this property from R-R to R-2 is consistent with the spirit and intent of the Comprehensive Plan and the integration within the Established Neighborhoods placetype, as well as the purpose statement of the R-2 zone district. Additionally, it is consistent with several Comprehensive Plan Principles such as: the Housing for All Principle which envisions high-quality housing options that enable people across all socioeconomic levels, cultural practices and stages of life to establish and manage households, and the Easy Mobility and Active Transportation Principle with an easy to use transportation network with multiple choices for travel. In essence, the requested Zoning Map Amendment will allow this site to develop in an infill manner, filling a need within the City of Aurora for housing diversity, and attainability within the missing middle of housing product.

(b) The applicant has demonstrated that the size, scale, height, density, and multi-modal traffic impacts of the proposed initial zoning or rezoning are compatible with surrounding development or can be made compatible with surrounding development through approval conditions; and

As a neighborhood of paired residential homes, the size, scale, height, density and multi-modal traffic impacts are appropriate for an infill development site along a city thoroughfare such as Jewell Ave. The proposed residential product is similar in height to the surrounding residential uses, and given the grade difference between this property and the residential units to the south, there will be very little impact to those existing homes. The size and scale of the homes are smaller than some surrounding residences, but as outlined above, this is geared towards providing much needed housing diversity to a missing segment of the market that is in desperate need of housing options. Providing options such as this often results in increased density, but given the adjacency to E. Jewell Ave and the higher density uses located along it, the applicant believes that this proposed development is a compatible, transitioning use that will fit cohesively into the fabric of the greater neighborhood.

(c) The application demonstrates that the change in zoning 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 change in zoning will not create significant dislocations of occupants of the property, as the buildings are currently sitting vacant and in a state of disrepair. As such, the redevelopment of this site will help progress it towards the goals of the Comprehensive Plan and advance it beyond its' current state.



Contextual Birdseye View of the Site

LEGAL DESCRIPTION
EXHIBIT A
SHEET 1 OF 2

A PARCEL OF LAND LYING SITUATED IN THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 4 SOUTH, RANGE 67 WEST, OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ARAPAHOE, ALSO BEING PLOT FOUR (4) AND A PORTION OF PLOT FIVE (5), MALONE SUBDIVISION, RECORDED IN BOOK 9, PAGE 48, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEARINGS ARE BASED UPON THE NORTH LINE OF SAID NORTHWEST QUARTER OF SECTION 26, ASSUMED TO BEAR NORTH 89°20'02" EAST, A DISTANCE OF 2,626.00 FEET, FROM THE NORTHWEST CORNER OF SAID SECTION 26 TO THE NORTH QUARTER CORNER OF SAID SECTION 26;

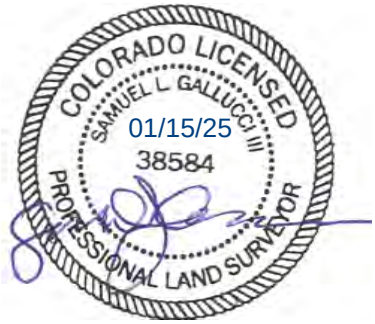
COMMENCING AT SAID NORTHWEST CORNER OF SECTION 26; THENCE ALONG SAID NORTH LINE OF THE NORTHWEST QUARTER, NORTH 89°20'02" EAST, A DISTANCE OF 984.93 FEET; THENCE SOUTH 00°11'48" EAST, A DISTANCE OF 30.00 FEET TO THE NORTHWEST CORNER OF SAID PLOT FOUR (4), ALSO BEING THE POINT OF BEGINNING;

THENCE ALONG THE NORTH LINES OF SAID PLOTS FOUR (4) AND FIVE (5), ALSO BEING THE SOUTH RIGHT-OF-WAY LINE OF JEWELL AVENUE, AS RECORDED AT BOOK 9, PAGE 48 OF SAID COUNTY RECORDS, NORTH 89°20'02" EAST, A DISTANCE OF 578.43 FEET TO THE NORTHWEST CORNER OF THAT PARCEL OF LAND DESCRIBED IN BOOK 4583 AT PAGE 506;
THENCE ALONG THE WEST LINE OF SAID PARCEL OF LAND SOUTH 00°14'21" EAST, A DISTANCE OF 300.88 FEET TO THE SOUTH LINE OF SAID PLOT FIVE (5);
THENCE ALONG THE SOUTH LINES OF SAID PLOTS FIVE (5) AND FOUR (4), SOUTH 89°21'07" WEST, A DISTANCE OF 578.65 FEET, TO THE SOUTHWEST CORNER OF SAID PLOT FOUR (4);
THENCE ALONG THE WEST LINE OF SAID PLOT FOUR (4) NORTH 00°11'48" WEST, A DISTANCE OF 300.70 FEET, TO THE POINT OF BEGINNING;

CONTAINING 174,012 SQUARE FEET OR 3.995 ACRES, MORE OR LESS.

ALL LINEAL UNITS ARE REPRESENTED IN U.S. SURVEY FEET.
ILLUSTRATION ATTACHED AND MADE A PART HEREOF.

I, THE UNDERSIGNED, A REGISTERED LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THIS EXHIBIT WAS PREPARED BY ME OR UNDER MY SUPERVISION AND IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE.

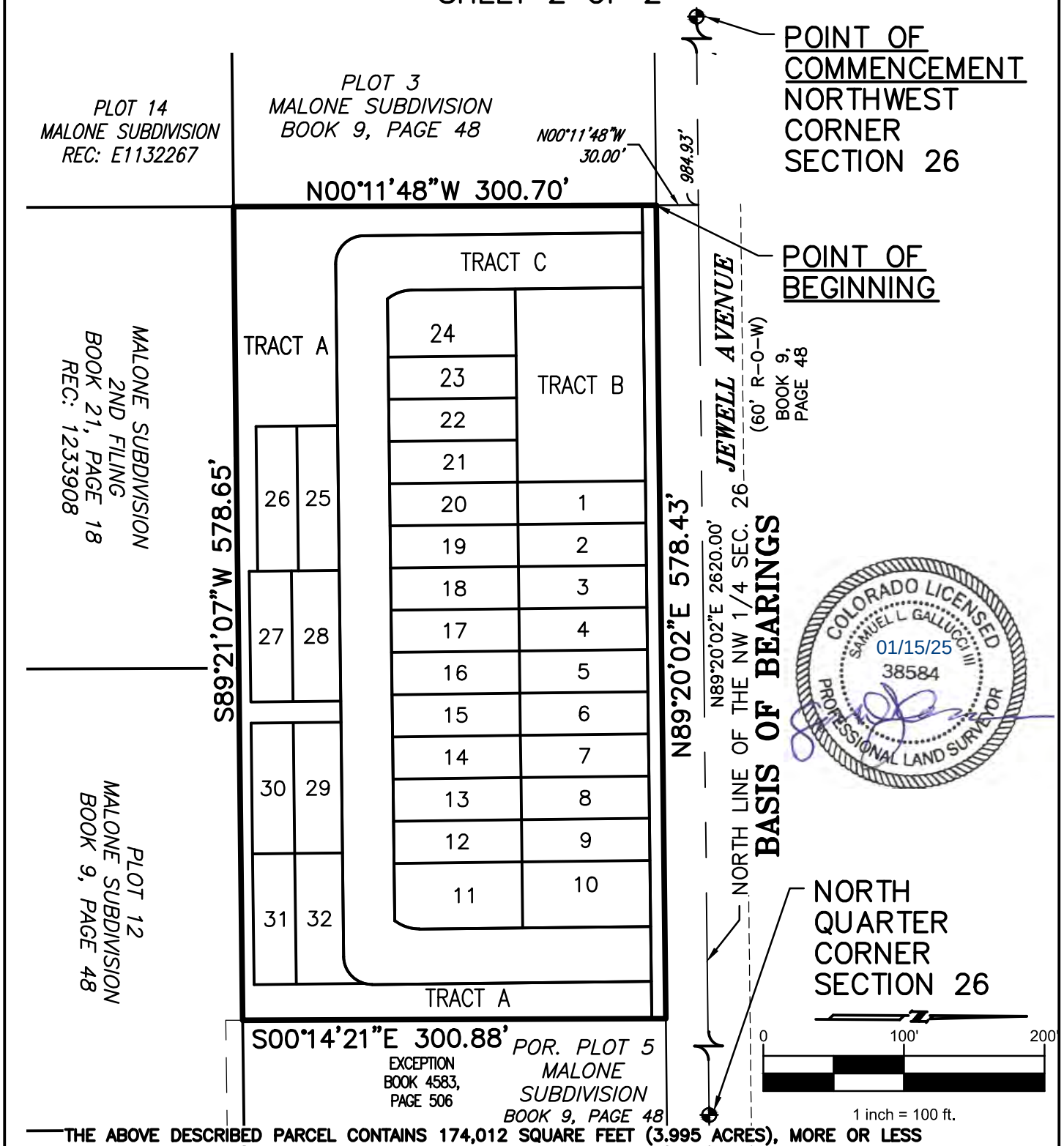


SAMUEL L. GALLUCCI III, PLS 38584
FOR AND ON BEHALF OF
EMK CONSULTANTS, INC.

ILLUSTRATION FOR

EXHIBIT A

SHEET 2 OF 2



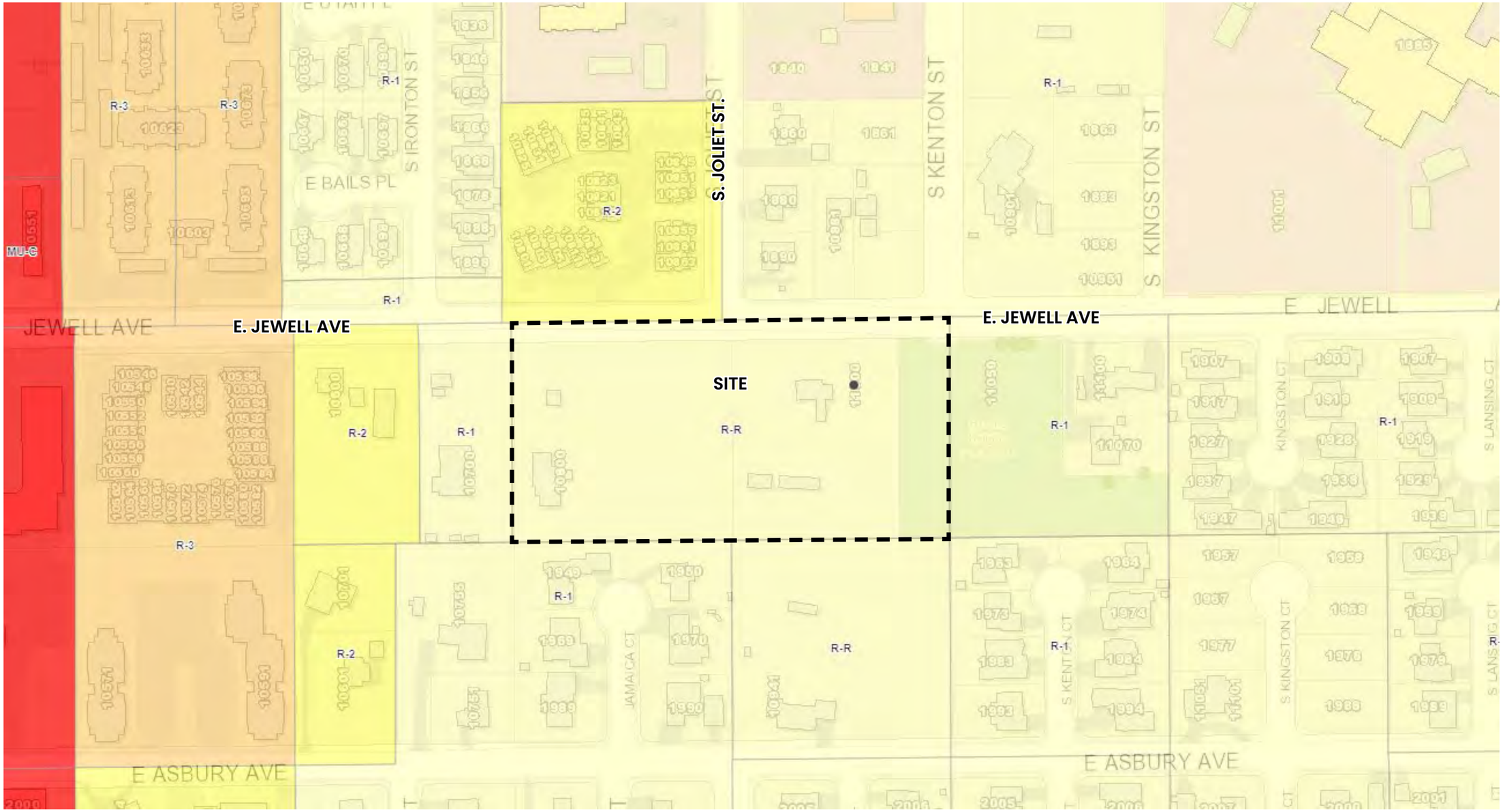
COLORADO LICENSED
SAMUEL L. GALLUCCI III
01/15/25
38584
PROFESSIONAL LAND SURVEYOR

THE ABOVE DESCRIBED PARCEL CONTAINS 174,012 SQUARE FEET (3.995 ACRES), MORE OR LESS

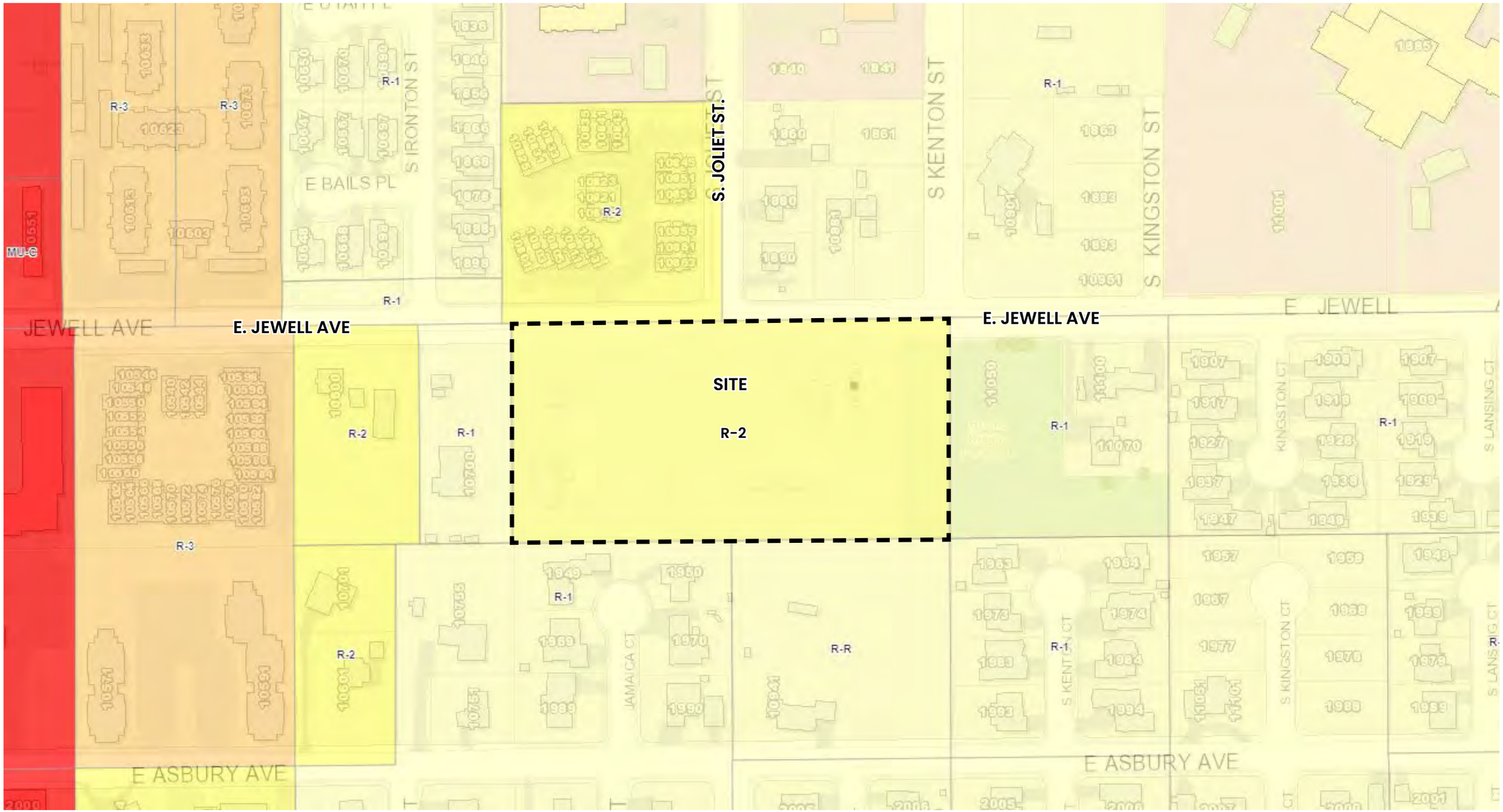
CITY OF AURORA, COLORADO		
DRAWN BY: SLG3	SCALE: 1"=100'	R.O.W. FILE NO.
CHECKED BY: JTH	DATE: 01/15/25	JOB NO.: 13298

A PARCEL OF LAND SITUATED IN THE NORTHWEST 1/4 OF SECTION 26, T4S, R67W, 6TH P.M. CITY OF AURORA, ARAPAHOE COUNTY, COLORADO

ZONING MAP: EXISTING R-R ZONE DISTRICT



ZONING MAP: PROPOSED R-2 ZONE DISTRICT





Conceptual Site Plan:

- Site Area: 3.91 AC
- 32 Paired Home Units
- Alley Loaded Product Placing Front Architecture along Jewell Ave.
- Buffering of Adjacent Properties with Setbacks, Landscape and Side Orientation.
- 72 Parking Spaces
  - 64 Residential
  - 12 Parallel

8gh. URBAN COTTAGES – ZONING MAP AMENDMENT AND SITE PLAN WITH ADJUSTMENTS

The applicant, Urban Cottages, LCC, is requesting a recommendation of approval of a Zoning Map Amendment (Rezone) for 3.91 acres from the Rural Residential (R-R) to Medium-Density Residential (R-2) District; and is requesting approval of a Site Plan with 16 two-family duplexes (24 units) and green courts (eight units). The subject property is located south of the intersection of E. Jewell Avenue and S. Joliet Street, approximately 900' east of S. Havana Street. The site is bounded by single-family attached and detached residential development to the north, a park and pond to the east, a large lot rural residential development to the west, and single-family detached residential development and vacant land to the south. The subject property lies within the Established Neighborhood placetype in the *Aurora Places Comprehensive Plan* and five (5) adjustments are requested with the application.

As mentioned, the proposed Site Plan includes two-family duplexes and green courts. An internal private street, E. Jewell Place, loops through the development providing access for the duplexes and green courts. Five (5) alley-served duplexes (10 units) will have direct pedestrian access to E. Jewell Avenue. The remaining seven alley-served duplexes (14 units) will have direct access to E. Jewell Place as a private internal street. E. Jewell Place incorporates an attached sidewalk along the west and east sides. The southern and northern perimeter include a detached sidewalk with a tree lawn and street trees. The end green court units will have direct pedestrian access to the attached sidewalk along E. Jewell Place. Vehicular access to the units is provided via Alley 2 and Alley 3. The green courts face and open to a 25'- special landscape buffer on the east end and a robust tract of on-site open space to the west. Also, on-site detention is provided.

The proposed architectural design of the duplexes strives to be consistent with the surrounding neighborhood by reflecting the building massing, articulation, and varied materials that characterize the existing single-family homes in the area.

The Site Plan proposal includes five (5) adjustment requests regarding lot area. Of the five adjustments requested, two (2) concern green courts, one (1) landscape, and (1) setback. Staff support the adjustment requests as proposed.

Twenty-one (21) registered neighborhood organizations and seventeen (17) adjacent property owners were notified of the Site Plan application. Neighborhood comments were received as part of the first review regarding infrastructure, parking, and traffic concerns; and a neighborhood meeting was held on Tuesday, May 31, 2022. The applicant addressed the concerns raised at the meeting.

Testimony Given at the Hearing:
Rachid Rabbaa, Case Manager, gave a presentation on the item, including the staff recommendation.

Commissioner Jetchick asked staff to confirm that five adjustments were requested by the applicant.

R Rabba, case manager, confirmed this understanding was correct.

Todd Johnson, Urban Cottages, 4601 DTC Boulevard Ste 525, Denver, CO 80237, applicant, gave a presentation on the item. T Johnson reviewed the intent of the intent of the proposal, to provide what they feel is a good fit for urban infill projects

Alan Cunningham, PCS Group, Inc. 200 Kalamath Street, Denver, CO 80223, agent representing the applicant, gave a presentation on the item. A Cunningham argued that the rezoning request is in keeping with the surrounding zone districts and neighborhood character. A Cunningham stressed it is also necessary to move forward with the site plan with adjustments proposed. Proposed is to develop 32 paired home units, 16 buildings total. Design, landscaping and parking information was reviewed.

Eric Pearson, CAGE Engineering, 8475 Oak Way, Arvada, CO 80005, agent representing the applicant, was available for questions.

Orly Babakhanov, 1918 S Kingston Cir, Aurora, CO 80014, citizen, gave public comment on the item. O Babakhanov spoke in opposition to the proposal stating concerns for overcrowding, safety neighborhood fit and noticing completed.

Gary Pettersen, 11070 E Jewell Avenue, Aurora, CO 80012, 720-388-5496 citizen, gave public comment on the item. G Petterson questioned the applicability of the rezoning request for this community. Concerns were raised regarding the limited information offered on the pricing of the proposed units and the time delay of the noticing for the project from the initial referral. G Petterson urged the commission to deny the project for these reasons.

Sue Miranda, 10941 E Asbury Avenue, Aurora, CO 80014, 319-621-0543 citizen, gave public comment on the item. S Miranda spoke in opposition to the proposal and stressed that the negative impact it would have on Havana Heights.

Fred Cottingham, 19526 E Basset Drive, Aurora, CO 80018, citizen, gave public comment on the item. F Cottingham noted residing the area of the proposal for 50 years. F Cottingham stated that the rezoning request goes against the original plan of zoning for Havana Heights. Concerns were voiced regarding the potential negative impacts of the rezoning and the site plan with adjustments requested. These concerns included overcrowding, traffic, and inadequate buffer from adjacent properties

Arnie Schultz, Village East Neighborhood Association, 1137 S Oakland Street, Aurora, CO 80012, 720-281-2880 citizen, submitted a speaker slip but did not provide public comment when called upon to speak. Several attempts were made to allow the citizen to provide comment.

Shayna Shabatura, 1950 S Jamaica Court, Aurora, CO 80014, 651-334-3816 citizen, gave public comment on the item. S Shabatura voice interest in the commission tabling the project to allow the applicant to conduct additional studies and provide data to

interested parties. S Shabatura stressed concerns amongst residents that the applicant did not adequately address the impacts of the rezoning and compatibility with surrounding development. It was noted that residents have not been informed whether the proposed units will be for low income or affordable housing. S Shabatura opposed the project for these reasons but also due to drainage and design concerns.

Kyle Weber, 1950 S Jamaica Court, Aurora, CO 80014, citizen, gave public comment on the item. K Weber stressed that neighboring developments were constructed without the number of adjustments requested by this applicant. K Weber stressed the proposal was not a good fit for the area. Concerns were raised about wildlife impacts.

Gary Ravdel, 10744 E Colorado Ave, Aurora, CO 80012, citizen, gave public comment on the item. G Ravdel opposed the project due to concerns that it will significantly change the neighborhood, in a negative way.

Darryl Goodwin 10821 E Jewel, Aurora, CO 80012 citizen, gave public comment on the item. D Goodwin spoke about traffic congestion that may be caused by the development. D Goodwin opposed the project.

Alina Katanov, 1927 S Kingston Court, Aurora, CO 80014, citizen, gave public comment on the item agreed with previous concerns raised on traffic impacts due to the proposal. Safety issues for students of the adjacent Ponderosa Elementary school while walking to school were voiced. A Katanov expressed doubts that adequate noticing took place.

Alex Katanov, 1927 S Kingston Court, Aurora, CO 80014, gave public comment on the item. A Katanov noted that there are already existing traffic and safety concerns due to speeding vehicles in the area where this project is planned to be built. Collaboration with Aurora Police Departments is being made. A Katanov stressed that this project will only make matters worse.

Aharon Molokondo, 1917 S Kingston Court, Aurora, CO 80014, citizen, agreed with comments made by his neighbors. A Molokondo indicated there are concerns that the children who attend the adjacent school will not be safe due to traffic issues exacerbated by the development.

Sunny Malachi, 1947 S Kingston Court, Aurora, CO, 80014, citizen, stated that this project does not fit the neighborhood.

Alan Cunningham, PCS Group, responded to citizen commentary. A Cunningham indicated that, coordinating with city staff, it was determined that due to the number of units proposed traffic impacts were too low for the city to require a full traffic impact study. A Cunningham stressed that traffic numbers are expected to be low. A Cunningham then addressed concerns regarding the type of housing being proposed by noting it will be market rate. Information was provided on the compatibility of the rezone with surrounding zone districts and uses.

Todd Johnson, Urban Cottages, acknowledged that this project has been in the making for some time. T Johnson stated that a neighborhood meeting was conducted, and staff has been worked closely with to address any concerns. T Johnson also spoke about drainage plans, setbacks, and proposed detached sidewalks. T Johnson stated that a

traffic study was conducted, though not required. It was stressed there are low traffic impacts projected.

Arthur Simonov, 11040 E Colorado Drive, Aurora, CO 80012, citizen, asked confirmation if a traffic report was completed.

Chair Walls indicated that the citizens' question has already been addressed by the applicant.

A Simonov stated concerns due to impacts of traffic for the community and existing safety issues.

Commissioner Hogan asked staff when the last time noticing for the project was completed.

Rachid Rabbaa stated that notices were mailed to abutting property owners and neighborhood groups in December and a Public Hearing notice was posted on the site.

Chair Walls closed public comment.

Chairman Walls indicated support for postponing the project to allow the applicant to complete additional neighborhood meetings.

Commissions Gayle and Banka agreed with Chairman Walls.

Commissioner Hogan expressed support for the rezoning but not the site plan due to the number of adjustments requested and the density of the proposed housing.

Commissioner Bush agreed with Commissioner Hogan and stated that postponing may not be the answer as this may not have a significant impact on the neighbors.

Chairman Walls also agreed with general support for the rezoning but not the site plan due to the adjustments and issues noted in public comment, noting support for postponing that decision for a future meeting. Chairman Walls also expressed concerns regarding the traffic.

Planning Commission Results

AGENDA ITEM 8g – ZONING MAP AMENDMENT TO REZONE FROM RURAL RESIDENTIAL TO MEDIUM-DENSITY RESIDENTIAL

A MOTION WAS MADE BY COMMISSIONER JETCHICK AND SECONDED BY COMMISSIONER HOGAN.

MOVE TO RECOMMENDATION OF APPROVAL TO THE CITY COUNCIL OF THE ZONING MAP AMENDMENT FROM RURAL RESIDENTIAL (R-R) TO MEDIUM-DENSITY (R-2) DISTRICT BECAUSE THE PROPOSAL COMPLIES WITH THE CRITERIA IN CODE SECTION 146-5.4.1.C.3 OF THE UNIFIED DEVELOPMENT ORDINANCE FOR THE FOLLOWING REASONS:

1. THE PROPOSED ZONING MAP AMENDMENT IS REQUESTED TO ADDRESS HOUSING TREND CHANGES IN THE SURROUNDING AREA AND CITY-WIDE, WHICH INCLUDE THE INCREASING NEED FOR AFFORDABLE HOUSING OPTIONS AND HOUSING AVAILABILITY NOT MEETING GROWTH DEMAND;
2. THE CITY OF AURORA HOUSING PLAN IDENTIFIES THESE TRENDS AND RECOMMENDS SUPPORTING MIXED-INCOME NEIGHBORHOODS THAT OFFER A VARIETY OF HOUSING OPTIONS AND BREAKING BARRIERS TO HOME OWNERSHIP, ESPECIALLY FOR LOW-INCOME HOUSEHOLDS;
3. THE APPLICATION IS CONSISTENT WITH THE SPIRIT AND INTENT OF THE AURORA PLACES PLAN BECAUSE IT IS CONSISTENT WITH THE "ESTABLISHED NEIGHBORHOOD PLACETYPE".
4. THE APPLICANT HAS DEMONSTRATED THAT THE PROPOSED SIZE, SCALE, HEIGHT, DENSITY, AND MULTI-MODAL TRAFFIC IMPACTS OF THIS PROPOSAL ARE COMPATIBLE WITH THE SURROUNDING DEVELOPMENT BY PROVIDING A SITE PLAN AND TRAFFIC ANALYSIS ILLUSTRATING DUPLEX DWELLING UNITS IN THE SAME SIZE, SCALE, HEIGHT, AND MULTI-MODAL TRAFFIC IMPACTS OF THE SURROUNDING DEVELOPMENT; AND,
5. THIS REZONING APPLICATION WILL NOT DISLOCATE TENANTS OR OCCUPANTS OF THE PROPERTY.

Further Discussion:

Chair Walls voiced concerns regarding the proposal and suggested postponing the decision to allow the applicant to respond to public concerns, noting that the applicant conducted the last neighborhood meeting some time ago. Chair Walls also indicated concerns regarding the number of adjustments requested for item 8h.

Commissioner Jetchick stated, that though she made a motion on item 8g, she was inclined to deny. Commissioner Jetchick agreed with Chair Walls comments on 8g and 8h.

Commissioner Banka also agreed that the decision should be postponed to allow additional neighborhood meetings.

Commissioner Hogan stated comfort with the rezoning application, 8g, but not the site plan, 8h, due to the number of adjustments requested. Commissioner Hogan stated that more communication on the plan would help the applicant and the neighbors.

Commissioner Bush agreed with Commissioner Hogan. Commissioner Bush then noted that postponing may not yield different comments from the neighbors regarding 8h. The preferred approach for Commissioner Bush would be to deny 8h.

Chair Walls voiced agreement with the comments provided by Commissioners Hogan and Bush's recommendation of approval for 8g for the Zoning Map Amendment but not approval of the 8h Site Plan with Adjustments. Chair Walls reiterated that additional work on the site plan may be needed, with public collaboration. Chair Walls stated that development in this area would be an asset but traffic issues due to the neighboring

school would need to be considered. Chair Walls indicated an inclination to move forward with a vote on 8g and tabling 8h for a future undetermined date.

COMMISSIONER JETCHICK DENIED

MOTION APPROVED

AGENDA ITEM 8h – SITE PLAN WITH ADJUSTMENTS

A MOTION WAS MADE BY COMMISSIONER BUSH AND SECONDED BY COMMISSIONER BANKA.

MOVE TO DENY AGENDA ITEM 8h FOR THE REASONS TO BE STATE FOLLOWING A MOTION TO SECOND IF THAT MOTION IS SECONDED.

COMMISSIONER BANKA SECONDED

Commissioner Hogan asked if there would be an option to postpone the decision to a certain date rather than deny it.

Chair Walls stated that those would be options that would in order. Chair Walls stated that two options would be to postpone until a date certain or lay on the table which does not require a specific date but would require a motion to remove it from the table in the future.

Lena McClelland, City Attorney, stated that if the desire to postpone the decision to a date certain there is a presidential motion on the floor. The commission would need to have that motion withdrawn or vote on that motion, and if it fails, vote on a new motion if the commission would like to move forward with postponement.

Chair Walls asked for clarification that a motion to postpone to a certain day can apply to a main motion.

L. McClelland stated this would be applicable.

COMMISSIONER BUSH WITHDREW THE MOTION ON AGENDA ITEM 8h, COMMISSIONER BANKA CONCEDED TO WITHDRAWING THE MOTION.

Chair Walls entertained a motion to postpone the agenda item to a date certain or to table it to a date uncertain.

L. McClelland reminded the commission that a motion to table the decision will require a motion to remove it from the table at a future undetermined date. L. McClelland advised postponing it to a certain date but deferred to the commission to decide.

Commissioner Banka stated one of the concerns is the number of units in the space. Commissioner Banka stated that time will be needed for the applicant to address the issues therefore it may be difficult to determine a future date to consider the item.

Chair Walls commented that the commission can work with staff to determine when the applicant has addressed issues of concern. At that time, a decision to remove the item from the table can be placed on the agenda for a commission meeting.

L. McClelland concurred that this procedure would be acceptable.

CHAIR WALLS MOVED TO LAY AGENDA ITEM 8h ON THE TABLE TO BE RECONSIDERED AT A LATER DATE AND COMMISSIONER HOGAN SECONDED.

Further Discussion:

There was no further discussion

MOTION APPROVED UNANIMOUSLY TO TABLE AGENDA ITEM 8h

ORDINANCE NO. 2025- ____

A BILL

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

WHEREAS, the applicant has requested that approximately 3.91 acres of land located south of the intersection of East Jewell Avenue and South Joliet Street, County of Arapahoe, State of Colorado (the "Property"), be rezoned from Rural Residential District (R-R) to Medium-Density Residential District (R-2); and

WHEREAS, Section 146-5.4.1.C.3 of the Uniform Development Ordinance provides that all applications for the rezoning of property within the City of Aurora, Colorado (the "City"), shall be presented for a public hearing, both to the Planning and Zoning Commission, who shall render a recommendation to City Council, and to City Council for final decision; and

WHEREAS, on January 8, 2025, following a public hearing, the Planning and Zoning Commission voted to recommend the rezoning of the Property.

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

Section 1. Based on the evidence presented at tonight's public hearing, City Council finds and determines that: the rezoning is consistent with the spirit and intent of the Comprehensive Plan, is compatible with surrounding development, and would not result in a significant dislocation of tenants or occupants of the Property.

Section 2. The Property, as more particularly described in "Exhibit A" attached hereto and incorporated herein, is zoned Medium-Density Residential District (R-2) and the zoning map is hereby amended in accordance with said zoning.

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 BY CITY ATTORNEY PETE SCHULTE:

BY: Lena McClelland RLA
LENA MCCLELLAND, Assistant City Attorney

LEGAL DESCRIPTION
EXHIBIT A
SHEET 1 OF 2

A PARCEL OF LAND LYING SITUATED IN THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 4 SOUTH, RANGE 67 WEST, OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ARAPAHOE, ALSO BEING PLOT FOUR (4) AND A PORTION OF PLOT FIVE (5), MALONE SUBDIVISION, RECORDED IN BOOK 9, PAGE 48, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEARINGS ARE BASED UPON THE NORTH LINE OF SAID NORTHWEST QUARTER OF SECTION 26, ASSUMED TO BEAR NORTH 89°20'02" EAST, A DISTANCE OF 2,626.00 FEET, FROM THE NORTHWEST CORNER OF SAID SECTION 26 TO THE NORTH QUARTER CORNER OF SAID SECTION 26;

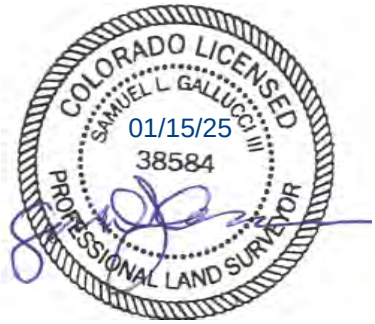
COMMENCING AT SAID NORTHWEST CORNER OF SECTION 26; THENCE ALONG SAID NORTH LINE OF THE NORTHWEST QUARTER, NORTH 89°20'02" EAST, A DISTANCE OF 984.93 FEET; THENCE SOUTH 00°11'48" EAST, A DISTANCE OF 30.00 FEET TO THE NORTHWEST CORNER OF SAID PLOT FOUR (4), ALSO BEING THE POINT OF BEGINNING;

THENCE ALONG THE NORTH LINES OF SAID PLOTS FOUR (4) AND FIVE (5), ALSO BEING THE SOUTH RIGHT-OF-WAY LINE OF JEWELL AVENUE, AS RECORDED AT BOOK 9, PAGE 48 OF SAID COUNTY RECORDS, NORTH 89°20'02" EAST, A DISTANCE OF 578.43 FEET TO THE NORTHWEST CORNER OF THAT PARCEL OF LAND DESCRIBED IN BOOK 4583 AT PAGE 506;
THENCE ALONG THE WEST LINE OF SAID PARCEL OF LAND SOUTH 00°14'21" EAST, A DISTANCE OF 300.88 FEET TO THE SOUTH LINE OF SAID PLOT FIVE (5);
THENCE ALONG THE SOUTH LINES OF SAID PLOTS FIVE (5) AND FOUR (4), SOUTH 89°21'07" WEST, A DISTANCE OF 578.65 FEET, TO THE SOUTHWEST CORNER OF SAID PLOT FOUR (4);
THENCE ALONG THE WEST LINE OF SAID PLOT FOUR (4) NORTH 00°11'48" WEST, A DISTANCE OF 300.70 FEET, TO THE POINT OF BEGINNING;

CONTAINING 174,012 SQUARE FEET OR 3.995 ACRES, MORE OR LESS.

ALL LINEAL UNITS ARE REPRESENTED IN U.S. SURVEY FEET.
ILLUSTRATION ATTACHED AND MADE A PART HEREOF.

I, THE UNDERSIGNED, A REGISTERED LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THIS EXHIBIT WAS PREPARED BY ME OR UNDER MY SUPERVISION AND IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE.

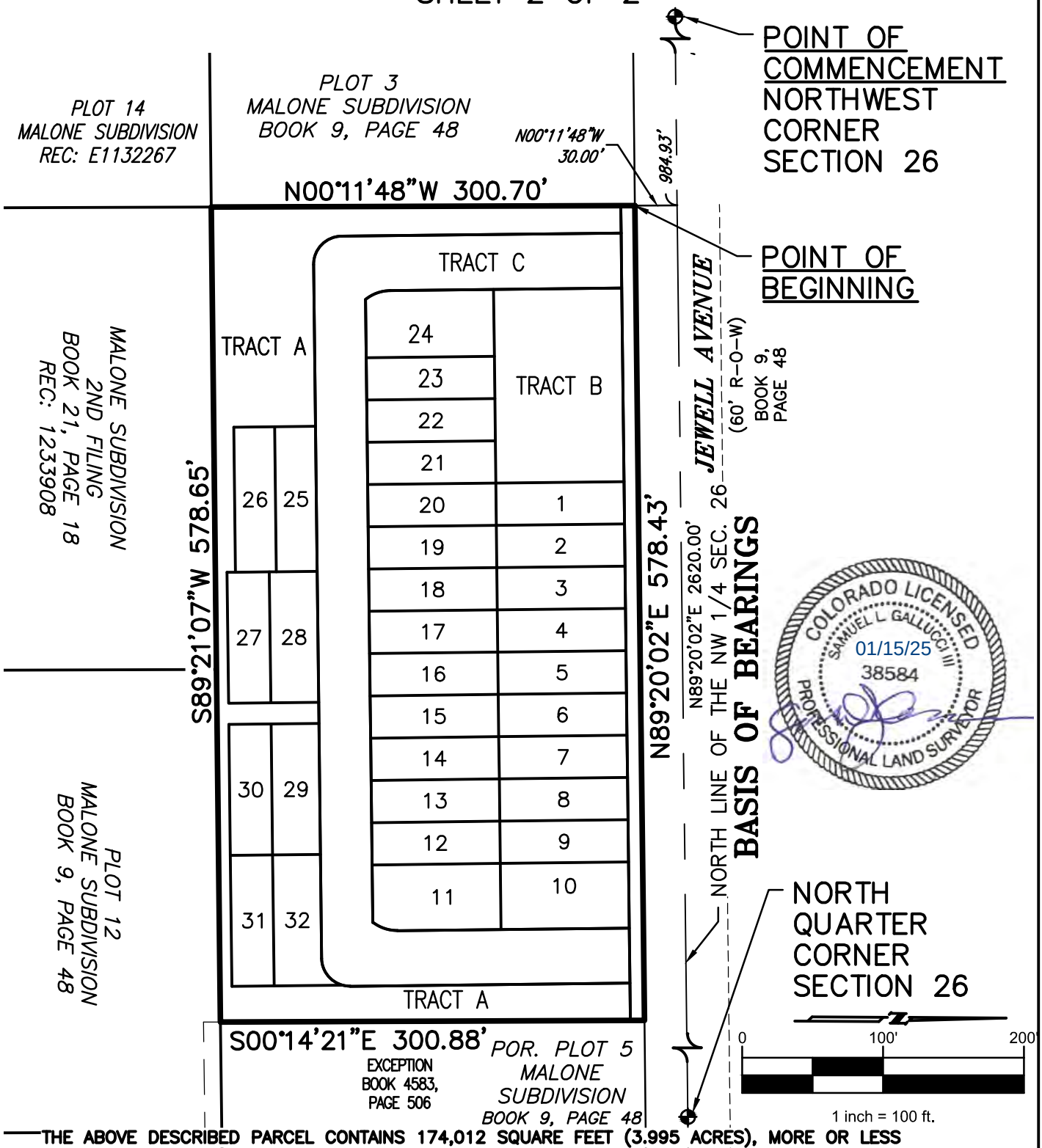


SAMUEL L. GALLUCCI III, PLS 38584
FOR AND ON BEHALF OF
EMK CONSULTANTS, INC.

ILLUSTRATION FOR

EXHIBIT A

SHEET 2 OF 2



COLORADO LICENSED
SAMUEL L. GALLUCCI III
01/15/25
38584
PROFESSIONAL LAND SURVEYOR

THE ABOVE DESCRIBED PARCEL CONTAINS 174,012 SQUARE FEET (3.995 ACRES), MORE OR LESS

CITY OF AURORA, COLORADO		
DRAWN BY: SLG3	SCALE: 1"=100'	R.O.W. FILE NO.
CHECKED BY: JTH	DATE: 01/15/25	JOB NO.: 13298

A PARCEL OF LAND SITUATED IN THE NORTHWEST 1/4 OF SECTION 26, T4S, R67W, 6TH P.M. CITY OF AURORA, ARAPAHOE COUNTY, COLORADO

CITY OF AURORA
Council Agenda Commentary

Item Title: Unified Development Ordinance (UDO) Text Amendment – Process Improvements (Ordinance)
Item Initiator: Aja Tibbs, Planning Supervisor, Planning and Business Development
Staff Source/Legal Source: Jeannine Rustad, Director, Planning and Business Development Services / Lena McClelland, Assistant City Attorney
Outside Speaker: N/A
Council Goal: 2012: 5.0--Be a great place to locate, expand and operate a business and provide for well-planned growth and development

COUNCIL MEETING DATES:

Study Session: 3/10/2025

Regular Meeting: 3/24/2025

2nd Regular Meeting (if applicable): 4/7/2025

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)

Jeannine Rustad, Director, Planning and Business Development Services / 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 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: 2/26/2025

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.)*

In 2023, the City hired consultant services from MIG to evaluate the current Unified Development Ordinance (UDO) with other municipalities' development review process requirements and the requests of Aurora's development partners. After roundtable discussions, study of peer cities, and discussions with staff, the study found that there had become a desire to improve efficiency of city development review processes. When collating the results of the study, there were two most common requests or key issues that needed to be addressed; 1) to revise the master plan process and 2) to equalize the review processes for all subareas within the city.

Beginning in early 2024, planning staff met biweekly with Development Services, Parks and Opens Space, and Aurora Water through the formation of the Development Review Process Strategy Team. In collaboration with development partners, the team developed and initiated a pilot program to test a new neighborhood plan process to address the issues existing with the master plan application process. Based on the feeback received from partners, staff proposes a UDO text amendment to formalize the use of this process, and address the requested changes to remove subarea variations from decision making processes.

This proposal has been discussed and presented with the Development Review Advisory Board (DRAB), Development/COA Joint Task Force (JTF) and Planning and Economic Development Committee (PED) on multiple occasions and has been recommended to advance (minutes for the most recent presentation are attached). Early concepts were also introduced for feedback at the Planning Commission Study Session held in March of 2024, and the draft ordinance and code amendments were presented and reviewed at a public hearing held on February 26, 2025. The Planning Commission has made a recommendation of approval. The planning commission report and meeting summary have been attached for reference.

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

The Planning and Business Development Department recommends amending the zoning code within the Unified Development Ordinance (UDO) to allow for process improvement changes to development application procedures. Text changes are proposed to Sections 146-5.2, 146-5.3, and 146-5.4 to remove the preliminary plat procedures, insert a new neighborhood plan procedure, and to remove all subarea variations from the master plan and site plan approval processes.

The proposed process modifications are targeted to address the following key issues:

Master Plan Issues:
Staff proposes the renaming of the preliminary plat process to the neighborhood plan process. This application has been modified to be an optional process to help connect the link between a master planned neighborhood area and the civil plan process for neighborhood infrastructure improvements. It does not replace a traditional site plan required for vertical development of commercial, industrial and multifamily developments, but does exempt single family, two family, and townhome product from a site plan requirement for neighborhood infrastructure.

The adoption of the neighborhood plan process changes would address the following existing issues:
- removes unnecessary details out of the master plan process which will help reduce the need to frequently amend the master plans for site layout changes;
- provides earlier feedback on neighborhood lot layout and conceptual use of space for infrastructure needs;
- streamlines the process by allowing neighborhood infrastructure to bypass a site plan requirement and head straight into a civil plan process;
- removes the site plan process for projects with approved neighborhood plans to allow civil plans to fully detail the design of infrastructure without triggering site plan requirements; and
- aligns the plat process with civil plans rather than an earlier site plan process (long before lots are contracted for sale).

Subarea Variations:

Currently, application review processes vary depending upon the location of the proposal within three different subareas of the city. The subarea mapping and development standards are in important component to establishing context specific design requirements for the city. However, staff and the development community does not feel it is necessary to vary the process requirements by location, and propose to remove all subarea variations from the process requirements.

The adoption of the draft code would address the following existing issues:
• establishes consistent decision-making authority over the same application types;
• places applications that are largely regulated by code and use-specific standards to be decided upon by the Director (administrative);
• places applications that are more conceptual or asking for special approvals before the Planning Commission (discretionary);
• reduces the number of applications types by removing convoluted requirements based on application locations;
• retains the current, 10-day, public notice and public comment period for all development applications (regardless of Planning Commission or Director decision; and
• provides more opportunity for training and familiarity to decision-makers by focusing on the same application types.

The draft UDO text amendment is supported by several policies and goals of the Aurora Places Comprehensive Plan and meets the approval criteria for UDO text amendments in Section 146-5.4.1.C.3. Refer to the attached Planning Commission Report in Exhibit D for further staff analysis.

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

Approval of an Ordinance for a UDO text amendment for the process improvements.

LEGAL COMMENTS

The City Council is the governing body of the City and has the authority to approve amendments to the text of the UDO. (UDO §146-5.1.1.A)
The City Council shall conduct a public hearing on the application. (UDO §146-5.4.1.C.2.c)
Amendments to the text of the UDO shall only be approved if City Council finds that the proposed amendment is consistent with the spirit and intent of the Comprehensive Plan and with other policies and plans adopted by the City Council; and (a) the text amendment is required because of changed conditions or circumstances in all or a portion of the City; or (b) the text amendment is required to address a new or unforeseen threat to the public health, safety, and welfare; or (c) the text amendment is required to promote economic growth and investment that will not create material risks to the public health, safety, and welfare. (UDO §146-5.4.1.C.3.b.i) (McClelland)

ORDINANCE NO. 2025- ____

A BILL

FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, AMENDING SECTIONS 146-5.2, 146-5.3, 146-5.4.1, 146-5.4.2, and 146-5.4.3 OF THE UNIFIED DEVELOPMENT ORDINANCE PERTAINING TO DEVELOPMENT APPLICATION PROCEDURES FOR MASTER PLANS, SITE PLANS, AND SUBDIVISIONS OF LAND

WHEREAS, Section 146-5.4.1.C.3 of the Uniform Development Ordinance provides that all applications for ordinance text amendments shall be presented for a public hearing, both to the Planning and Zoning Commission, who shall render a recommendation to City Council, and to the City Council for final decision; and

WHEREAS, on February 26, 2025, following a public hearing, the Planning and Zoning Commission voted to recommend the ordinance text amendment to City Council.

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

Section 1. All references to Major or Minor Site Plans in the Unified Development Ordinance shall be removed and replaced with Site Plan(s), with all numbering corrected as needed. All references to Preliminary Plat shall be removed and replaced with Neighborhood Plan, unless otherwise indicated in this Ordinance.

Section 2. Section 146-5.2 Table 5.2-1 of the Unified Development Ordinance of the City of Aurora, Colorado, is hereby amended as follows:

Table 5.2-1
Summary Table of Procedures
=Notice Required R=Review D= Decision A=Appeal C=Call-up < > = Public Hearing Required

	Sec 146-	Notice Required				Meeting Required	Review, Decision, and Appeal Authority				
		Published	Mailed	Posted	City Website	First Review Neighborhood	Director	Adjustment and Appeals	Historic Preservation	Planning and Zoning Commission	City Council
Plan, Ordinance, and Map Changes											

Comprehensive Plan Adoption or Amendment	5.4.1.A						R			<R>	<D>
Annexation and Disconnection	5.4.1.B						R				<D>
Ordinance Text Amendment	5.4.1.C						R			<R>	<D>
Zoning Map Amendment	5.4.1.C						R			<R>	<D>
Historic Landmark/District Designations or Loss of Designation	5.4.1.D						R		<R>		<D>
Master Plan~~, Subareas A and B~~	5.4.1.E						R			<D>	<A> <C>
~~Master Plan, Subarea C~~	~~5.4.1.E~~						~~D~~				~~<A> <C>~~
Subdivision of Land											
~~Major Subdivision~~	~~5.4.2.A.2.b~~										
~~Final Plat~~	~~5.4.2.A.2.b~~						~~D~~				~~<A> <C>~~
~~Preliminary Plat, Subareas A and B~~	~~5.4.2.A.2.b~~						~~R~~			~~<D>~~	~~<A> <C>~~
Neighborhood Plan ~~Preliminary Plat, Subarea C~~	5.4.2.A.2.**a** ~~b~~						D				<A> <C>
~~Minor Subdivision -- All Plats~~ **Final Plat**	5.4.2.A.2.**b** ~~a~~						D				<A> <C>
Vacation of Plat without Established Streets	5.4.2.B.2						D				<A> <C>
Vacation of Established Street	5.4.2.B.3						R				D
Development Applications											
Conditional Use	5.4.3.A						R			<D>	<A> <C>
~~Major Site Plan, Subareas A and B~~	~~5.4.3.B.2~~						~~R~~			~~<D>~~	~~<A> <C>~~
~~Major~~ Site Plan~~, Subarea C~~	5.4.3.B.2						D				<A> <C>
~~Minor Site Plan or~~ Redevelopment Plan	5.4.3.B.3		[1]				D			<A>	<A> <C>
Floodplain Development Permit	5.4.3.C	See Article 70, Aurora City Code									
Historic Landmark/District Development Application	5.4.3.D						D		R		<A> <C>
Temporary Use Permit	5.4.3.E						[2]				<A> <C>
Creative Sign Program	5.4.3.F						D				<A> <C>
Sign Permit	5.4.3.G						D				<A> <C>

Fence Permit	5.4.3.H						[3]				<A> <C>
Administrative Activity Center Designation	5.4.3.I						D				<A><C>
Commercial Mineral Designation	5.4.3.J						D				<A><C>
Flexibility and Relief											
Hardship Variance	5.4.4.A						R	<D>			
Single-Family Dwelling Variance	5.4.4.B						R	<D>			
Historic Landmark/District Adjustments	5.4.4.C						R		<R>		D
Major Adjustments	5.4.4.D						R			<D>	<A> <C>
Federal Fair Housing Adjustment	5.4.4.E						D				<A> <C>
Administrative Adjustment	5.4.4.F						D	<A>[4]		<A>[4]	<A> <C>
Notes:											
[1] Mailed notice pursuant to Section 146-5.3.7.A is required for Redevelopment Plans, but not for other Minor Site Plans. [2] Decision is made by City Manager's Office and City Clerk. [3] Decision is made by Chief Building Official. [4] An appeal of an Administrative Adjustment related to matter an existing single-family dwelling shall be heard by the Board of Adjustment and Appeals, and thereafter may only be appealed to the courts. An appeal from other types of Administrative Adjustment shall be heard by the Planning and Zoning Commission and may thereafter be heard by City Council.											

Section 3. Section 146-5.3 Table 5.3-1 of the Unified Development Ordinance of the City of Aurora, Colorado, is hereby amended as follows:

Table 5.3-1 Permit and Approval Lapsing Table	
Type of Approval	**Period of Validity**
Plan, Ordinance, and Map Changes	
Comprehensive Plan Adoption or Amendments	Do not lapse
Annexation and Disconnection	
Ordinance Text Amendments	
Zoning Map Amendments	
Historic Landmark/District Designations or Loss of Designation	
Master Plan	
Subdivision of Land	
~~Subdivision Preliminary Plat with outstanding conditions~~	~~1 year~~
~~Subdivision Preliminary Plat with no outstanding conditions~~	~~3 years, unless final plat for part of the preliminary plat area is filed within that time~~
Neighborhood Plan	**Does not lapse, unless inactive for a period of more than 3 years**

Subdivision Final Plat (unrecorded)	1 year
Subdivision Final Plat (recorded)	Does not lapse
Vacation of Plat without Established Streets	Does not lapse
Vacation of Established Street	Does not lapse
Development Applications	
Conditional Use	Conditional use in existing structure: 1 year from date of approval, unless of certificate of occupancy is issued within that time Conditional use in new building: 3 years from date of approval, unless a certificate of occupancy is issued within that time
~~Major~~ Site Plan	5 years, unless a building permit for the primary building is issued within that time
~~Minor Site Plan~~	
Floodplain Development Permit	
Historic Landmark/District Development Application	1 year, unless development consistent with the approval is begun within that time
Temporary Use Permit	As stated in approved permit
Creative Sign Program	1 year, unless development consistent with the approval is begun within that time
Sign Permit or Fence Permit	1 year, unless development consistent with the approval is begun within that time
Administrative Activity Center Designation	Do not lapse
Commercial Mineral Designation	
Flexibility and Relief	
Hardship Variance	1 year, unless development consistent with the approval is begun within that time
Single-family Dwelling Variance	
Historic Landmark/District Adjustments	
Major Adjustments	
Administrative Adjustments	
Federal Fair Housing Adjustment	Do not lapse
Note: One or more of the approvals listed above may result in the creation of a vested right pursuant to Section 146-5.3.16. Lapsing and extension of a vested right are addressed in Section 146-5.3.16.	

Section 4. Section 146-5.4.1.E of the Unified Development Ordinance of the City of Aurora, Colorado, is hereby amended as follows:

A. *Master Plan*. All applicable provisions of Section 146-5.3 (Common Procedures) apply unless specifically modified by the provisions of this Section 146-5.4.1.E.

1. *Applicability.*

a. A Master Plan shall be approved pursuant to this Section 146-5.4.1.E when an application is filed for any of the following:

i. Any area proposed for subdivision of land under common or related ownership ~~in Subareas A or B or C~~;

ii. Any area proposed for development in phases;
iii. Any area where new streets or regional infrastructure will be required to connect the City's existing systems;
iv. Any area where multiple parcels of adjacent land require that internal circulation, infrastructure, and open space systems be coordinated to reduce traffic or other impacts on the surrounding area.

b. The Planning Director shall determine the geographical extent and the required components of the various types of Master Plans as defined in any applicable planning development manuals.

c. The Planning Director may authorize simultaneous processing of a Master Plan and other types of approvals required by this UDO if the Director determines that:
i. Compliance with all standards of this UDO and related development manuals can be adequately addressed during simultaneous review; and
ii. It is unlikely that required changes to the Master Plan will require revisions to applications for other types of approvals that would require additional rounds of staff review and inefficient use of staff resources

d. After a Master Plan is approved, all Site Plans and later development approvals and permits shall only be approved if they are consistent with the Master Plan (except for renovations of existing buildings that do not add gross floor area to the building, and except for additions to existing buildings that add less than 2,000 square feet of gross floor area, unless and until that Master Plan is amended under Section 146-5.3-15 (Amendments of Existing Approvals).

2. *Procedure.*
a. ~~*Subareas A and B.*~~
i. The Planning Director shall review the application and forward a recommendation to the Planning and Zoning Commission pursuant to all applicable provisions of Section 146-5.3 (Common Procedures).
ii. The Planning and Zoning Commission shall conduct a public hearing on the application and shall make a decision on the application pursuant to all applicable provisions of Section 146-5.3.

b. ~~*Subarea C.* The Planning Director shall review the application and make a decision on the Master Plan.~~

3. *Criteria for Approval.* A Master Plan shall only be recommended for approval, and shall only be approved, if:
a. It is consistent with the Comprehensive Plan, the purpose statement for the zone district(s) where the property is located, the use regulations in Article 146-3 for the zone district(s) where the property is located, and all other adopted plans and policies of the City Council;
b. It will allow future development of the property to comply with all applicable standards in this UDO;
c. It will result in a coordinated system of streets, trails, sidewalks, open spaces, and infrastructure systems that do not create significant adverse impacts on the

surrounding area, or any significant adverse impacts have been mitigated to the degree practicable;

d. It will improve or expand multi-modal connections with adjacent sites, neighborhoods, and urban centers; and

e. If the property is located in Subarea C, and the Master Plan includes over 160 acres of land designated for residential development, the Master Plan must include at least one area to be zoned MU-N or MU-C or designated for development pursuant to MU-N or MU-C zone district standards pursuant to Section 146-5.4.3.I (Administrative Activity Center Designation).

Section 5. Section 146-5.4.2.A of the Unified Development Ordinance of the City of Aurora, Colorado, is hereby repealed and replaced as follows:

A. *Initial Subdivision of Land.* All applicable provisions of Section 146-5.3 (Common Procedures) apply unless specifically modified by the provisions of this Section 146-5.4.2.A.

1. *Applicability.*

a. *General Applicability and Exceptions.* See Section 146-4.3.1 (Applicability and Exceptions). All applicable provisions of Section 146-5.3 (Common Procedures) shall also apply unless otherwise stated in this Section 146-5.4.2.A.

i. Any subdivision application must include an approved Neighborhood Plan or be accompanied by a Site Plan application prior to the issuance of building permits or construction acceptance.

b. *Subdivisions of Land.*

i. *Neighborhood Plan.* A Neighborhood Plan is a voluntary process used to preliminarily lay out the division of land into lots for sale or development that are not listed as exempt in Section 146-4.3.1 (Applicability and Exceptions) that creates a streamlined process by:

(a) Allowing for the demonstration of the lot layout in combination with phased infrastructure improvements for residential, commercial, industrial, and mixed-use development; and

(b) Once approved, common area improvements within the Neighborhood Plan may proceed directly to a civil submittal process. Any infrastructure required for the development of an individual lot must still submit a site plan application prior to civil plan submission per Section 146-5.4.3.B.1.

ii. *Final Plat.* A Final Plat is any division of land into lots for sale or development that is not listed as exempt in Section 146-4.3.1 (Applicability and Exceptions).

(a) Individual lots or pad sites for commercial, industrial, or multi-family development must follow the Final Plat process and submit a Site Plan prior to construction; and

2. *Procedure.*

a. *Neighborhood Plan.*
    i. The Planning Director shall review and make a decision on the application or shall notify the applicant of the modifications to the Neighborhood Plan needed to comply with conditions on approval or the requirements of this UDO and other adopted City ordinances and regulations.
    ii. Neighborhood Plans shall remain in effect for any constructed area of the plan or any areas with active applications. City staff may expire a neighborhood plan if the applicant fails to submit a final plat or civil plan application for more than a three year period after approval of the neighborhood plan or approval of a prior phase within that plan.

b. *Final Plat.*
    i. The Planning Director may refer the application to the City Engineer for early identification of any issues regarding the availability of lot access, infrastructure, and utilities, and drainage.
    ii. The Planning Director shall review the application and make a decision on the application pursuant to all applicable provisions of Section 146-5.3 (Common Procedures) or shall notify the applicant of any modifications to the Final Plat needed to comply with conditions on approval or the requirements of this UDO and other adopted City ordinances and regulations.

c. *Recording.* Following approval of a Final Plat, the City Clerk shall record the Final Plat with the Clerk and Recorder of the county where the property is located.

d. *Civil Engineering and Construction Drawings.*
    i. The applicant shall submit civil engineering construction plans for all required streets, utilities and other public improvements to the City Engineer, and the City Engineer shall approve those plans before a building permit or a public improvement permit will be issued for any property shown on the final plat.
    ii. Upon receipt of civil engineering construction plans, the City Engineer shall review and approve or reject the plans and shall provide the applicant written notice of the action. If the City Engineer rejects the civil engineering construction plans, the City Engineer shall provide a written explanation of the modifications necessary for approval.
    iii. In acting on civil engineering construction plans, the City Engineer shall consider all of the following:
        (a) Whether the plans comply with the standards of this UDO;
        (b) Whether the plans comply with all applicable City construction standards and specifications; and
        (c) Whether the proposed construction schedule is reasonably designed to ensure completion of the necessary public

improvements as required by the City, the property owners, and the residents of the subdivision, giving due consideration to topography, existing public improvements, size of the subdivision, traffic demands in the vicinity, adequate emergency access, the needs and requirements of property owners and residents in the subdivision and any other pertinent matters.

3. *Criteria for Approval.*
   a. *Neighborhood Plan.* A Neighborhood Plan shall only be approved by the Planning Director if:
      i. It is consistent with the Comprehensive Plan and all other adopted plans and policies of the City Council, including any approved Master Plans that include 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;
      ii. It allows for all future development of the property to comply with all applicable standards in this UDO;
      iii. It shows a coordinated system of infrastructure and public improvements, including but not limited to street, trail, open spaces, and sidewalk systems that do not create significant adverse impacts on the surrounding area, or any significant adverse impacts have been mitigated; and
      iv. It shows how the development will coordinate multi-modal connectivity with adjacent sites, neighborhoods, and urban centers.
   b. *Final Plat.*
      i. The Planning Director shall only approve the Final Plat if:
         (a) It is consistent with the Comprehensive Plan and all other adopted plans and policies of the City Council;
         (b) The application complies with the applicable standards in this UDO (including but limited to the standards of Sections 146-4.2 (Dimensional Standards), 146-4.3 (Subdivision Standards), and 146-4.5 (Access and Connectivity);
         (c) The application complies with 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; and
         (d) 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.

ii. If an approved Neighborhood Plan exists, the Planning Director shall only approve the Final Plat if it is generally consistent with the approved Neighborhood Plan and meets any applicable conditions on the Neighborhood Plan approval.

Section 6. Section 146-5.4.2.B.4 of the Unified Development Ordinance of the City of Aurora, Colorado, is hereby amended as follows:

4. *Other Changes to Approved Final Plats.* All changes to approved final plats that do not qualify as Minor Plat Amendments or a partial or complete vacation of a plat without public streets, or vacation of an established street, and all changes to approved final plats that include the relocation of roads, will require re-subdivision pursuant to Section 146-5.4.2.A (~~Major~~ **Initial** Subdivision **of Land**).

Section 7. Section 146-5.4.3.B of the Unified Development Ordinance of the City of Aurora, Colorado, is hereby repealed and replaced as follows:

B. *Site Plans.* All applicable provisions of Section 146-5.3 (Common Procedures) apply unless specifically modified by the provisions of this Section 146-5.4.3.B.

1. *General Requirement.*

a. A ~~Minor or Major~~ Site Plan complying with this Section 146-5.4.3.B is required before a building permit may be issued for all development in the City except those listed below:

i. Single-family detached homes on lots in a subdivision of three or fewer lots and that are not a part of land for which a Master Plan has been approved.

ii. Permitted additions to existing single-family detached dwellings.

iii. Non-habitable accessory structures (not including Telecom Facilities and Major Utilities facilities) that have no significant external effects on adjacent lands as determined by the Planning Director.

iv. Minor changes in architectural façade treatments, or architectural changes to buildings approved without architectural elevations, that qualify as administrative adjustments under Section 146-5.4.4.F.

v. Park facilities that are developed pursuant to a parks master plan approved by the City.

vi. Facilities owned or operated by the City that do not include habitable structures and do not require any personnel on site to operate or provide services from the facility (except for maintenance or repairs of the facility).

vii. Interior improvements and tenant finish.

viii. Single-family detached, two-family and single-family attached homes within an approved Neighborhood Plan and Final Plat.

b. In those circumstances where a Master Plan approval is required pursuant to Section 146-5.4.1.E (Master Plan), no Site Plan may be approved before a Master Plan is approved for the proposed Site Plan area.

c. Approved Site Plans, as amended, shall be binding upon the owner, successors, and assigns. The Site 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 the plan to all conditions, requirements, locations, and limitations set forth in the adopted Site Plan.

2. *Site Plan with No Major Adjustments.*
    a. *Applicability.* The Site Plan with no major adjustments procedures and criteria apply to applications for a permitted use in the zone district where the property is located if the application is not exempt from the Site Plan process pursuant to Section 146-5.4.3.B.1.a and the application does not require any major adjustments.
    b. *Procedure*. The Planning Director shall review and make a decision on the application.
    c. *Criteria for Approval.* A Site Plan with no major adjustments shall be approved only if 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. If the application does not comply with those standards, the Planning Director will notify the applicant of what other permits, approvals, or changes to the application are required for compliance.
3. *Site Plan with Major Adjustments.*
    a. *Applicability.* The Site Plan with major adjustments process and criteria apply to all applications for a permitted use in the zone district where the property is located if the application is not exempt from the Site Plan process pursuant to Section 146-5.4.3.B.1.a and the application requires major adjustments.
    b. *Procedure.*
        i. The Planning Director shall review the application and forward a recommendation to the Planning and Zoning Commission pursuant to all applicable provisions of Section 146-5.3 (Common Procedures).
        ii. The Planning and Zoning Commission shall conduct a public hearing on the application and shall make a decision on the

application pursuant to all applicable provisions of Section 146-5.3.

c. *Criteria for Approval*.
    i. *General.* A Site Plan with major adjustments 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) 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.

4. *Additional Criteria for Site Plans in the MU-FB District.*
    a. Multifamily residential uses shall provide appropriate amenities, including recreational facilities, pedestrian facilities, unique aesthetic features, and quality design.
    b. All listed uses shall have connections to a pedestrian system serving the neighborhood, Fitzsimons, and surrounding areas.
    c. Where abutting parcels of land exist under single ownership, no Site Plan shall be approved for any portion of such parcels until a Master Plan that includes all such abutting parcels has been approved.
    d. Normal maintenance or minor repairs do not need to conform to the building and site design standards in Section 146-2.4.5 (Mixed-Use -- Fitzsimons Boundary District (MU-FB)) except for the following:
        i. Replacement of 25 percent or more of a building's total façade area shall not be considered normal maintenance and repair work. Such improvements shall be considered a site modification and shall

require that the entire building's façade open to public view be subject to the applicable design requirements of this Section.

ii. Exterior painting and the replacement or addition of signs and awnings for any reason shall be considered site modifications and shall be subject to the applicable design requirements of this Section.

e. Alterations or additions of less than 2,000 square feet to existing buildings for conforming uses shall conform to the building and site design standards in Section 146-2.4.5 (Mixed-Use -- Fitzsimons Boundary District (MU-FB)) as follows:

i. New construction, replacement construction, and modifications to existing parking lots and landscape areas on sites with existing development shall comply with the applicable requirements unless prevented by existing physical site conditions.

ii. Proposed changes to areas adjacent to street frontages shall require compliance with applicable right-of-way improvements, dimensional standards, and other development standards in this UDO.

f. New buildings and alterations or additions of 2,000 square feet of gross floor area to existing buildings shall comply with the building and site design standards of Section 146-2.4.5 (Mixed-Use -- Fitzsimons Boundary District (MU-FB)).

5. *Additional Criteria for Site Plans in the MU-TOD District.*

a. Any new exterior construction or landscaping, or any exterior changes to existing development including changes to building façades, signage, streetscape, landscaping, public rights-of-way, parking areas, drives, or other Site Plan changes shall meet the building and site design standards of Section 146-4.8 (Building Design Standards) subject to the Touch Rule defined in Section 146-5.4.4.

b. To allow greater intensity in the MU-TOD district over time:

i. Buildings and surface parking (if allowed) shall be located on the lot so that the layout will accommodate future structured parking garages.

ii. Drives within commercial parking lots shall be located so they can conform to urban street standards in the future.

iii. Both sides of major pedestrian streets shall be developed to establish the streetscape character and pedestrian connections.

iv. Important public parks and plazas shall be constructed in the initial phase of development to establish a public amenity and the area's identity.

6. *Additional Standards for Redevelopment Plan/Adaptive Reuse*. Notwithstanding the provisions of Section 146-1.4.3, standards apply to the reuse or modification of buildings that do not have existing site plans where such reuse or modification

is within the limits of the "touch rule" described in Section 146-5.4.4. If there is conflict between the provisions of this section and Section 146-5.4.4, the provisions of this section shall apply. Applications for reuse or modifications beyond the limits of that touch rule are considered new construction and shall comply with all standards applicable to new construction rather than the standards in this section. Additionally, the following standards apply for a redevelopment plan/adaptive reuse:

a. The proposed adaptive reuse must be a permitted use or must be approved as a conditional use in which the building is located, as shown in Table 3.2-1 (Permitted Use Table).
b. *Purpose.* The purpose of these adaptive reuse standards is to encourage and facilitate the reuse of existing buildings that are underutilized or underperforming by modifying site development standards that would otherwise make the reuse of existing buildings, structures and sites impracticable. Enhancements to the exterior of an adaptive reuse building should focus on elements that improve ground floor design of the building. Ground floor designs should support a pedestrian-friendly environment, define the main entry, provide visual interest and enhance the public realm.
c. *Setbacks.* Any additions or façade changes involving greater than 25 continuous linear feet of exterior wall facing a public right-of-way shall comply with zoning setbacks.
d. *Height.* The heights of buildings existing on the effective date shall be exempt from building height limits established by Section 146-5.4.4 or Section 146-4.2 (Dimensional Standards). The addition of parapets or roof structures, equipment or other enclosures or nonhabitable space is allowed. Any new or additional habitable spaces or floors shall comply with the height limits established in the zone district where the property is located.
e. *Design Standards.* When an adaptive reuse project includes the alteration, reconstruction or remodeling of the exterior walls or façades of a building, the design standards shall apply to the façades being altered or reconstructed to the maximum extent practicable.
f. *Access and Infrastructure.*
    i. Existing access points and driveways may remain in use.
    ii. Developments with access on CDOT Highways will be referred to the Colorado Department of Transportation (CDOT) for review, and a CDOT access permit will be required prior to construction in the CDOT right-of-way.
    iii. Sidewalks adjacent to an adaptive reuse project shall be improved to the maximum extent practicable.

iv. Adaptive reuse projects shall provide site furnishings, sidewalks, landscaping, screening and lighting to the maximum extent practicable.

g. *Landscaping.*
   i. Dead or missing landscaping in designated landscape areas existing before the effective date shall be replaced or installed as part of an adaptive reuse project.
   ii. Trees and other landscaping shall be provided in tree openings, tree grates, planters or planting beds along the adjacent street frontages to the maximum extent practicable.
   iii. Where the scale or character of the proposed adaptive reuse differs significantly from the scale and character of development on abutting properties, as determined by the Director, the Director may require the installation of fences, walls, or vegetation to mitigate impacts of the proposed adaptive reuse on the abutting property to the maximum extent practicable given the size and dimensions of the adaptive reuse property.

h. *Parking.*
   i. Additional parking spaces shall not be required for an adaptive reuse project; provided, that any existing on-site parking spaces are not removed, or unless the existing parking spaces to be removed are not needed to meet the minimum parking standards of Section 146-4.6.
   ii. The location of new parking areas for an adaptive reuse project shall comply with Section 146-4.6.5.A (Location and Use of Parking Facilities) to the maximum extent practicable.

Section 8. 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 9. 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 10. 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 BY CITY ATTORNEY PETE SCHULTE:

BY: Lena McClelland RLA
LENA MCCLELLAND, Assistant City Attorney

Planning & Business Development

City of Aurora

Planning Division
15151 E. Alameda Parkway, Ste. 2300
Aurora, Colorado 80012
303.739.7217

AuroraGov.org

February 14, 2025

RE: **Letter of Introduction:** UDO Text Amendments Process Improvements
Application Number: DA-2163-22
Case Number: 2018-1006-22

To whom it may concern,

City staff submit this code amendment request to the Unified Development Ordinance (UDO) requesting modifications to development application procedures. Text changes are proposed to Sections 146-5.2, -5.3 and -5.4 to remove the preliminary plat procedures, insert a new neighborhood plan procedure, and to remove all subarea variations from the master plan and site plan approval processes. (Note: additional revisions throughout the entirety of the UDO may be needed to rename/reference application types as amended in Chapter 5.)

The proposed amendment complies with Section 146-5.4.1.C. approval criteria for an Ordinance Text Amendment as follows:

- It is consistent with the spirit and intent of the Comprehensive Plan and policies adopted by the city council; and
- It is required to promote economic growth and investment that will not create material risks to the public health, safety, and welfare of the community.

A draft ordinance has been provided within the review portal or as a separate document for review and consideration. Please feel free to contact me at 303-739-7227 or atibbs@auroragov.org with any questions or concerns regarding the proposed UDO Text Amendment.

Sincerely,

Aja Tibbs, Planning Supervisor
City of Aurora Planning Department

UDO Text Amendment – Process Changes

Planning and Business Development Department

Project No: DA-2163-22
Public Hearing
Aurora Planning & Zoning Commission
February 26, 2025

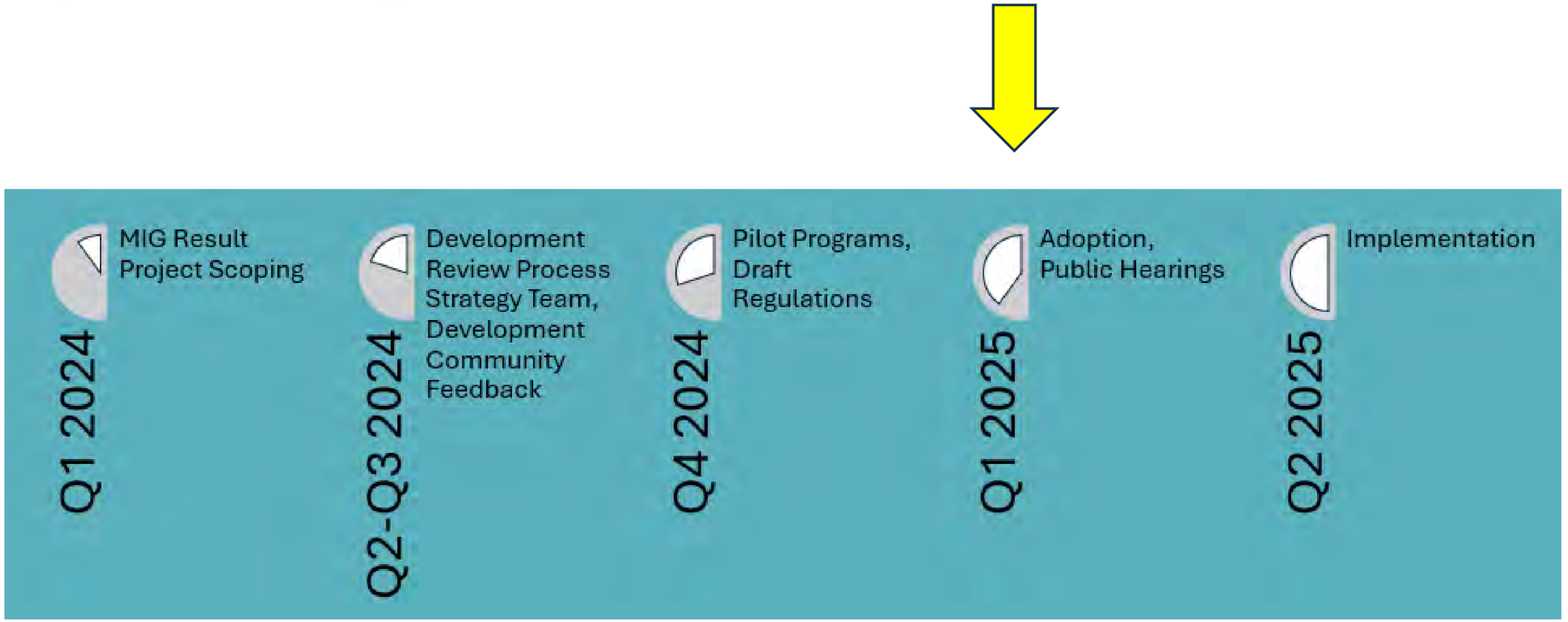


Request

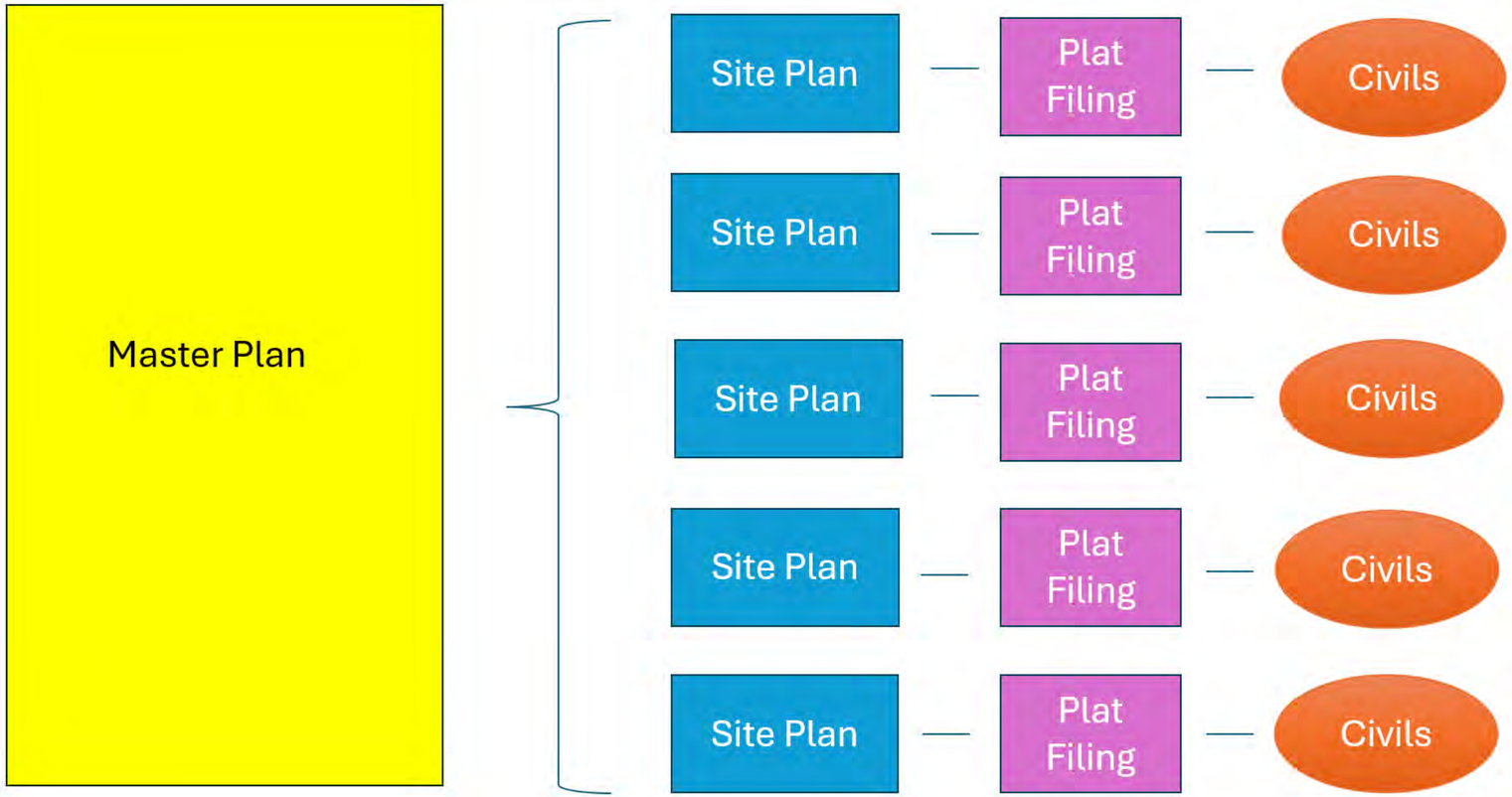
- Approval at a public hearing for an Ordinance to make a UDO Text Amendment regarding process improvements.
- Specific changes to Sections within 146-5 of the UDO to replace the preliminary plat process with a neighborhood plan process, and to remove subarea variations from development application approval processes.

- Applicant: City Staff
- Project Location: Citywide

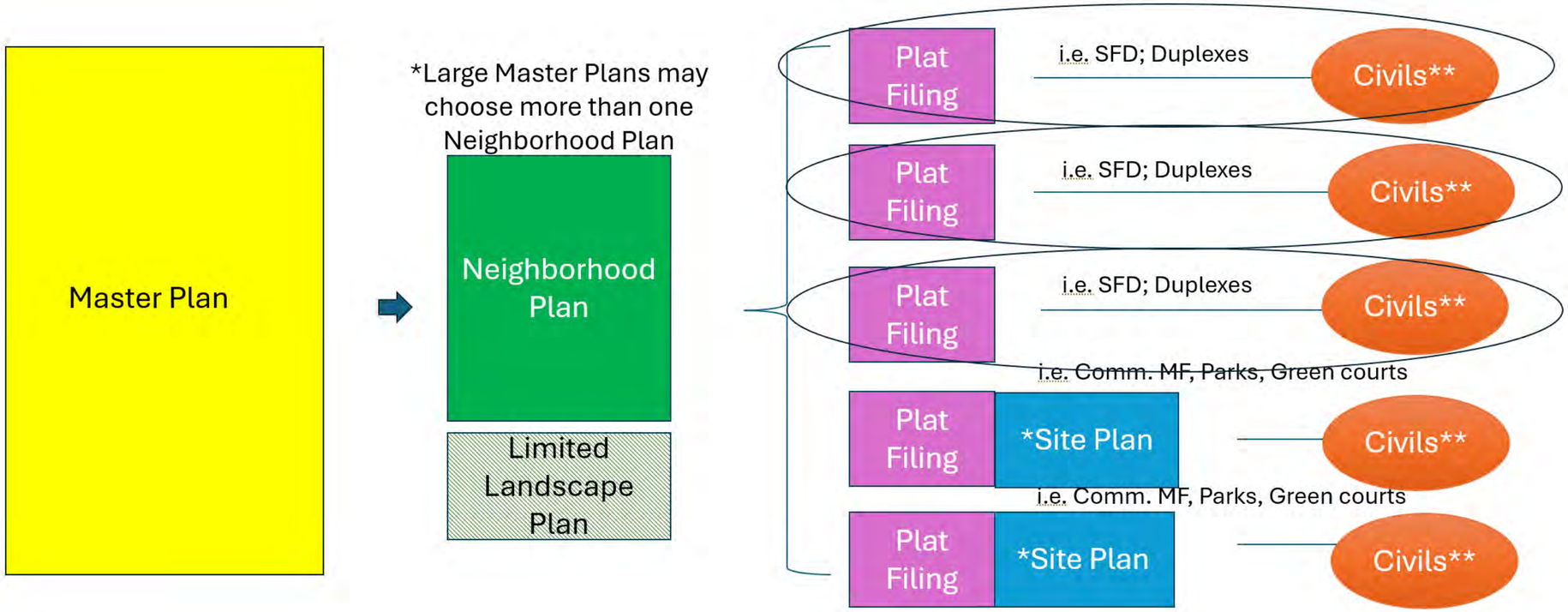
Project Background



Neighborhood Plan

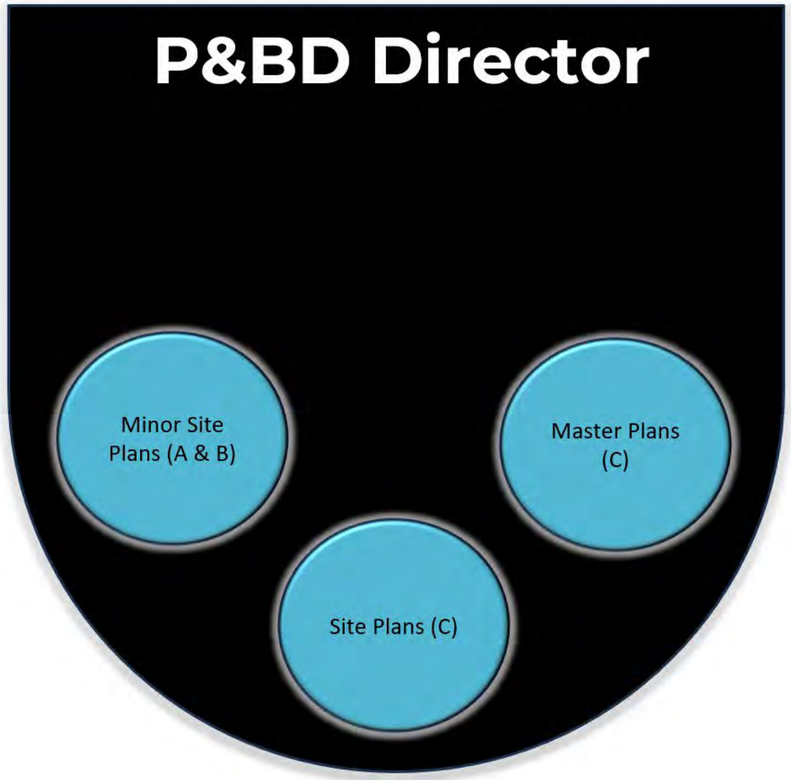


Neighborhood Plan

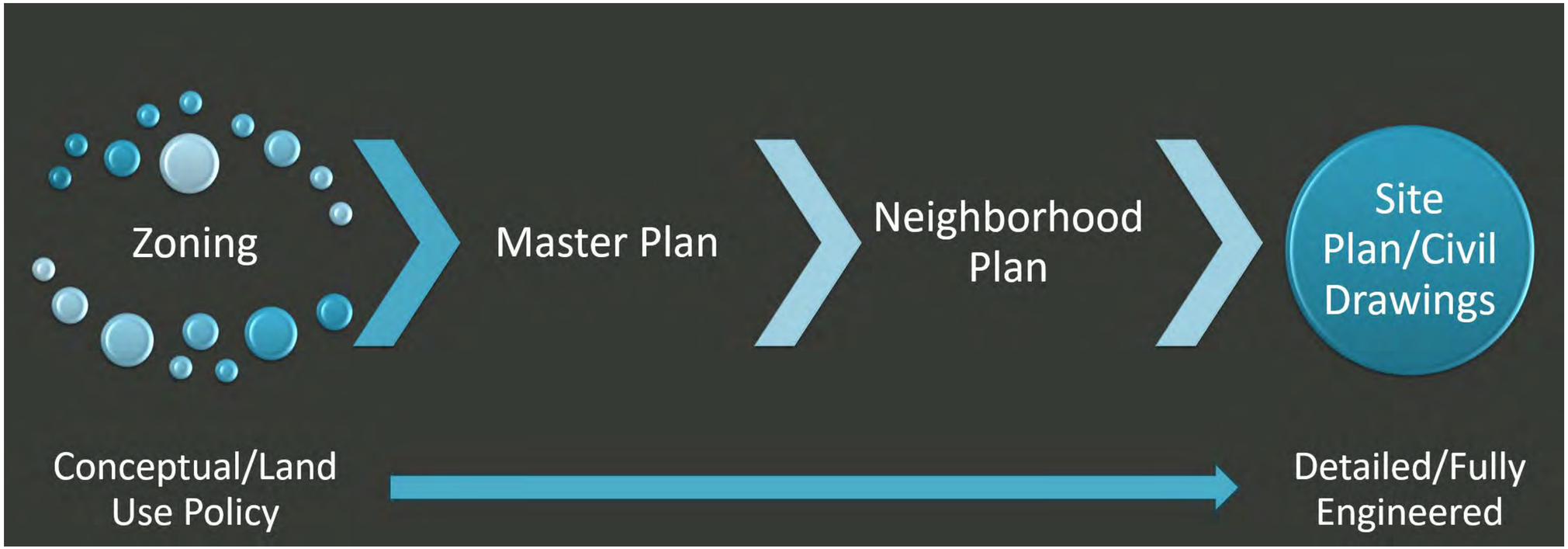


Current Approval Process



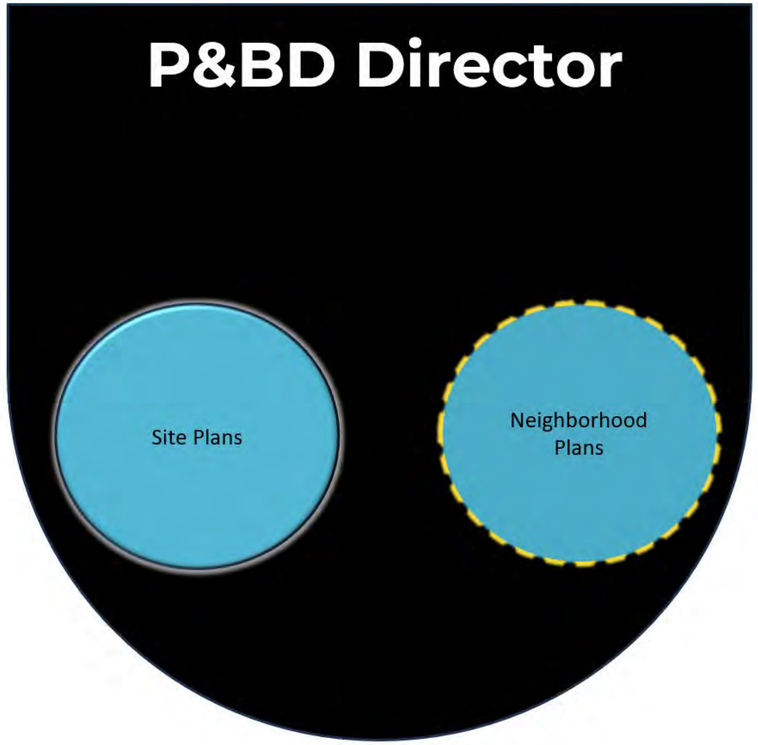


Decision Makers



Proposed Approval Process





Community Input

- Development Community Partners
- Elected/Appointed Leaders
- Development Review City Staff
- General Public



Summary of Changes

Section 5.2. Summary Table of Procedures

- remove subarea variations and delete extra processes based on that removal
- revise preliminary plat to neighborhood plan

Section 5.3.14. Lapsing of Approvals

- update Table 5.3-1 to remove and add applicable applications. Periods of validity are unchanged and remain consistent with the current code.

Section 5.4.1. Plan, Ordinance and Map Changes

- remove administrative approval process for master plans within subarea C
- update the applicability and approval criteria to allow flexibility with a neighborhood plan application

Section 5.4.2. Subdivision of Land

- outline the neighborhood plan process and remove the preliminary plat language
- revise final plat approval criteria to address compliance with the neighborhood plan

Section 5.4.3. Development Applications

- remove major and minor classifications and all subarea differences
- retain the minor/administrative process approval criteria for all site plan reviews
- clarify that all site plans with a major adjustment would go to the planning commission and follow the “old” major approval criteria (consistent with previous practice)
- allow for site plan exemptions for common area infrastructure included within an approved neighborhood plan

Approval Criteria

1. **Ordinance Text Amendment Approval Criteria** - Ordinance Text Amendment approval criteria are found in Section 146-5.4.1.C.3.b of the UDO as follows:

1. The proposed Ordinance amendment is consistent with the spirit and intent of the Comprehensive Plan and with other policies and plans adopted by the City Council; and

(a) The change to the Ordinance text is required because of changed conditions or circumstances in all or a portion of the City; or

(b) The change to the Ordinance text is required to address a new or unforeseen threat to the public health, safety, and welfare; or

(c) The change to the Ordinance text is required to promote economic growth and investment that will not create material risks to the public health, safety, and welfare.

Staff Findings

A Strong Economy Principal, Goal 5: Create partnerships with major institutions and businesses to encourage economic growth.

Housing For All Principal, Goal 1: Increase high-quality housing options of all types and at all price levels throughout the city through ongoing collaboration with the development community

Housing for All Principal, Goal 2: Work with partners to better understand specific needs for affordable housing and to develop new, creative housing options.

Housing for All Principal, Goal 4: Address barriers to the development of diverse housing variety and neighborhood choices across the city.

Approval of an Ordinance Text Amendment to allow for process improvement changes, because the proposal complies with the requirements of Section 146-5.4.1.C.3.b. of the Unified Development Ordinance for the following reasons:

1. It is consistent with the spirit and intent of the Comprehensive Plan and policies adopted by the city council; and
2. It is required to promote economic growth and investment that will not create material risks to the public health, safety, and welfare of the community.

City of Aurora
Planning Commission Case Report

Project Title: Unified Development Ordinance – Text Change for Process Improvements
Date: February 26, 2025
Development Application Number: DA-2163-22
Case Number: 2018-1009-16
Case Manager: Aja Tibbs
Applicant: City of Aurora
General Location: Within the boundaries of the city
Ward: All

Project Summary:

The Planning and Business Development Department recommends amending the zoning code within the Unified Development Ordinance (UDO) to allow for process improvement changes to development application procedures. Text changes are proposed to Section 146-5.2, -5.3, and -5.4 to remove the preliminary plat procedures, insert a new neighborhood plan procedure, and to remove all subarea variations from the master plan and site plan approval processes.

The proposed amendment is the result of staff study and development partner collaborations over the course of 2024, with the intent to address process issues identified by the Red Tape Committee and MIG Process Improvement Study in 2023. To address issues with frequent amendments and a lengthy approval process for master plan applications, staff proposes an optional neighborhood plan application to simplify the master plan process, and reduce site plan requirements for phased developments. Additionally, staff proposes removing subarea variations for site plan and master plan applications, by assigning a decision review for each application type, rather than the geographic location of that application.

This proposal has been discussed and presented with the Development Review Advisory Board (DRAB), Joint Task Force (JTF), and Planning and Economic Development Committee (PED) on multiple occasions and has been recommended to advance. Early concepts were also introduced for feedback at a Planning Commission Study Session held in March of 2024.

The application is supported by several policies and goals of the Aurora Places Comprehensive Plan and meets the approval criteria for UDO text amendments in Code Section 146-5.4.1.C.3.

Applicant's Request:

Recommendation of approval to City Council Ordinance Text Amendment to the Unified Development Ordinance

History/Background:

In 2023, the City hired consultant services from MIG to evaluate the current Unified Development Ordinance (UDO) with other municipalities' development review process requirements and the requests of Aurora's development partners. After roundtable discussions, a study of peer cities, and discussions with staff, the study found that there had become a desire to improve the efficiency of city development review processes. When collating the results of the study, there were two most common requests or key issues that needed to be addressed; 1) to revise the master plan process and 2) to equalize the review processes for all subareas within the city.

Issues Discussed:

- Neighborhood Plan
- Sub-area Process Variations

Results of Discussions:

Neighborhood Plan. In early 2024, Planning staff met biweekly with Development Services, Parks Recreation and Open Space, and Aurora Water through the formation of the Development Review Process Strategy Team. Seeking to resolve the issues raised with the master plan process and reduce the number of technical reviews on infrastructure site plans, the team has developed a new review process known as a neighborhood plan. When studying the issues raised with the master plan process, it was found that this process was overly cumbersome and inflexible because too many details and approvals were being forced into this plan process. An important step was missing between the master plan and site plan processes which needed to be addressed. The team found that by adding the neighborhood plan as an optional process, the master plan can be kept simpler and conceptual. Doing so decreases unnecessary amendments to the document when slight changes are proposed and still gives developers an application process to get preliminary neighborhood layout approval without fully engineered site plans.

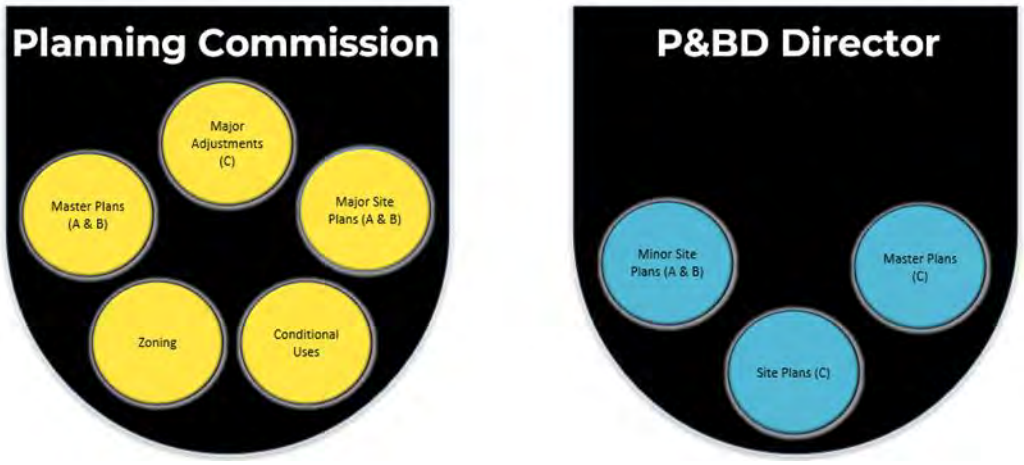
The neighborhood plan also helps simplify the planning approval process for phased and master-planned projects by exempting common area infrastructure (streets, landscape, utilities, and stormwater) from a site plan requirement. It offers an alternative to Infrastructure Site Plans which have become very similar to civil plan submissions and helps to reduce duplicative requirements and standards from both applications. The neighborhood plan also helps staff and applicants better understand the connections between the proposed infrastructure with the overall lot layout and the use of space for that neighborhood before fully engineering the site during the civil plan review process.

The neighborhood plan is also a consolidated and expedited review process. When testing the application process through the pilot program, the application was approved after two reviews and allowed to make technical corrections through the civil plan review process. This helped streamline and shorten the review process which typically must undergo several technical reviews after the decision to align the plans with civil design.

Sub-area Process Variations. Currently, the subarea variations are written to require a different approval process depending on which area of the city they are located within. There are three geographic subareas in the city, A, B, and C. So, the same type of application, such as a site plan, can require Planning Commission approval instead of Director approval just because of the sub-area it is located within. Having the same type of application undergo a different approval process because of its location (rather than the type or scope of application proposed) has made consistency and dependability of application approvals a challenge. Resulting in complaints from the development community that this places an unfair burden on projects within certain areas of the city. Overall, the development of sub-areas remains an important aspect of the UDO. The sub-areas help the code to appropriately apply use, design, and dimensional standards within the context of the style and pattern of development throughout the city. However, the boundaries and style of development within these differing areas do not necessarily correlate with the need to vary the decision-making process.



With application procedures, requirements should be as simple as possible and broad enough to address the various types of development for each application type. Instead of varying the approval process by geographic location of each project, staff propose focusing on who the appropriate decision-making body should be based on the type of development application. For example, applications that are more conceptual and have more widespread impacts (such as zoning and master plan reviews) require more discretionary consideration and discussion at a public hearing. Conversely, applications such as neighborhood plans and site plans are largely regulated through previously approved zoning, master plan requirements, and UDO design standards which are unique to the scope and location of the project. If an application meets these detailed code requirements, there is very little for the Planning Commission to consider and a director's approval is logical at this stage. Therefore, removing the sub-area variation will more appropriately match the correct decision maker with the design request.



The above graphic conceptually organizes the development applications by decision-makers as they exist in the code today. Removing the sub-area variations immediately reduces the number of applications and organizes the review process into a simpler, more straightforward code. Staff recommends transitioning all site plan and the new neighborhood plan applications to an administrative decision process, because these applications are more technical in nature, and compliance with the code standards is the expectation for approval. Major adjustment requests (variances from code), zoning, and conditional uses require more discretionary review and would remain a decision for the Planning Commission. Additionally, master plan applications that have more significant and widespread impacts on public infrastructure, city services, business development, and neighborhood planning would also more suitably require a Planning Commission decision. The graphic below demonstrates how the application types are organized by decision-makers in the proposed UDO amendment.





Summary of Staff Recommendation:

Recommend approval to the City Council. (See the last page of the report for the vote.)

Detailed Case Analysis

Public Notification:

Legal notice appeared in the Aurora Sentinel on February 13, 2025.

Community Input:

In coordination with development community partners and policymakers, staff has presented and formulated the proposed changes to several board/policy groups. Input and feedback provided by the various groups helped to develop and draft the proposed changes within the amendment.

Development Community Partners:
Development Review Advisory Board (DRAB)
Joint Task Force (JTF)
Pilot program testing and refinement (select development applications)

Elected/Appointed Leaders:
Planning and Economic Development Committee (PED)
Planning Commission Study Session

Development Review City Staff Coordination:
Development Review Process Strategy Team (bi-weekly meetings)
All Staff Development Review Meetings
Department specific training
Pilot program reviews

General Public:
Notice provided on the city website, published in the newspaper and through public meetings as listed above. However, no public comments have been received by staff.

Summary of Changes: (Please see the attached draft Ordinance, Exhibit B)

The proposed changes are within Code Sections 146-5.2, -5.3, and -5.4 of the UDO. Additional changes may be made throughout the code to update application names and numbering for consistency with the text changes proposed in Chapter 5 and outlined below.

Section 5.2. Summary Table of Procedures

- remove sub-area variations and delete extra processes based on that removal
- revise preliminary plat to neighborhood plan

Section 5.3.14. Lapsing of Approvals

- update Table 5.3-1 to remove and add applicable applications. Periods of validity are unchanged and remain consistent with the current code.

Section 5.4.1. Plan, Ordinance, and Map Changes

- remove administrative approval process for master plans within subarea C
- update the applicability and approval criteria to allow flexibility with a neighborhood plan application

Section 5.4.2. Subdivision of Land

- outline the neighborhood plan process and remove the preliminary plat language
- revise final plat approval criteria to address compliance with the neighborhood plan

Section 5.4.3. Development Applications

- remove major and minor classifications and all sub-area differences
- retain the minor/administrative process approval criteria for all site plan reviews
- clarify that all site plans with a major adjustment would go to the Planning Commission and follow the "old" major approval criteria (consistent with previous practice)
- allow for site plan exemptions for common area infrastructure included within an approved neighborhood plan

Conformance with Code Criteria:

1. **Ordinance Text Amendment Approval Criteria -** Ordinance Text Amendment approval criteria are found in Section 146-5.4.1.C.3.b of the UDO as follows:
   1. The proposed Ordinance amendment is consistent with the spirit and intent of the Comprehensive Plan and with other policies and plans adopted by the City Council; and
   (a) The change to the Ordinance text is required because of changed conditions or circumstances in all or a portion of the City; or
   (b) The change to the Ordinance text is required to address a new or unforeseen threat to the public health, safety, and welfare; or
   (c) The change to the Ordinance text is required to promote economic growth and investment that will not create material risks to the public health, safety, and welfare.

The proposed Ordinance Text Amendment complies with the approval criteria for the following reasons:

- It is consistent with the spirit and intent of the Comprehensive Plan and policies adopted by the city council; and
- It is required to promote economic growth and investment that will not create material risks to the public health, safety, and welfare of the community.

Compliance with Comprehensive Plan:

The proposed UDO amendment is in compliance with the following principals and goals of the comprehensive plan;

- A Strong Economy Principal, Goal 5: Create partnerships with major institutions and businesses to encourage economic growth.
- Housing For All Principal, Goal 1: Increase high-quality housing options of all types and at all price levels throughout the city through ongoing collaboration with the development community
- Housing for All Principal, Goal 2: Work with partners to better understand specific needs for affordable housing and to develop new, creative housing options.
- Housing for All Principal, Goal 4: Address barriers to the development of diverse housing variety and neighborhood choices across the city.

Exhibits:

Exhibit A	Letter of Introduction
Exhibit B	Draft City Council Ordinance (UDO Text Amendment)

Staff Recommendation:

Agenda Item 8b: Ordinance Text Amendment

Recommend approval to the Aurora City Council of the Ordinance Text Amendment to the UDO to allow for process improvement changes to development application procedures because the proposal complies with the requirements of Code Section 146-5.4.1.C.3.b of the Unified Development Ordinance for the following reasons:

- It is consistent with the spirit and intent of the Comprehensive Plan and policies adopted by the city council; and
- It is required to promote economic growth and investment that will not create material risks to the public health, safety, and welfare of the community.

8b. UNIFIED DEVELOPMENT ORDINANCE AMENDMENT – TEXT CHANGE TO FOR PROCESS IMPROVEMENTS

The Planning and Business Development Department recommends amending the zoning code within the Unified Development Ordinance (UDO) to allow for process improvement changes to development application procedures. Text changes are proposed to Section 146-5.2, -5.3, and -5.4 to remove the preliminary plat procedures, insert a new neighborhood plan procedure, and to remove all subarea variations from the master plan and site plan approval processes.

The proposed amendment is the result of staff study and development partner collaborations over the course of 2024, with the intent to address process issues identified by the Red Tape Committee and MIG Process Improvement Study in 2023. To address issues with frequent amendments and a lengthy approval process for master plan applications, staff proposes an optional neighborhood plan application to simplify the master plan process, and reduce site plan requirements for phased developments. Additionally, staff proposes removing subarea variations for site plan and master plan applications, by assigning a decision review for each application type, rather than the geographic location of that application.

This proposal has been discussed and presented with the Development Review Advisory Board (DRAB), Joint Task Force (JTF), and Planning and Economic Development Committee (PED) on multiple occasions and has been recommended to advance. Early concepts were also introduced for feedback at a Planning Commission Study Session held in March of 2024.

The application is supported by several policies and goals of the Aurora Places Comprehensive Plan and meets the approval criteria for UDO text amendments in Code Section 146-5.4.1.C.3.

Testimony Given at the Hearing:

Aja Tibbs, Case Manager, gave a presentation of the item, including the staff recommendation of approval.

Commissioner Jetchick stated that with all of the code changes over the past several years, this amendment makes sense..

Commissioner Banka concurred with Commissioner Jetchick and is pleased to see streamlined processes to help the development community.

Commissioner Gaiser stated support for the UDO Text Change Amendment.

Commissioner Bush concurred with the other commissioners.

Commissioner Hogan stated that this will offer equitability and fairness between the sub-areas and added that it would be best if the city gave community members the time to review site plans in every area. Commissioner Hogan stated that many of the site plans brought before the commission have not been good and would like to see better site plans overall.

Planning Commission Results

AGENDA ITEM 8b – UNIFIED DEVELOPMENT ORDINANCE AMENDMENT – TEXT CHANGE FOR PROCESS IMPROVEMENTS

A MOTION WAS MADE BY COMMISSIONER BANKA AND SECONDED BY COMMISSIONER GAISER.

MOVE TO RECOMMEND APPROVAL TO THE AURORA CITY COUNCIL OF THE ORDINANCE TEXT AMENDMENT TO THE UDO TO ALLOW FOR PROCESS IMPROVEMENT CHANGES TO DEVELOPMENT APPLICATION PROCEDURES BECAUSE THE PROPOSAL COMPLIES WITH THE REQUIREMENTS OF CODE SECTION 146-5.4.1.C.3.B OF THE UNIFIED DEVELOPMENT ORDINANCE FOR THE FOLLOWING REASONS:

1. IT IS CONSISTENT WITH THE SPIRIT AND INTENT OF THE COMPREHENSIVE PLAN AND POLICIES ADOPTED BY THE CITY COUNCIL; AND
2. IT IS REQUIRED TO PROMOTE ECONOMIC GROWTH AND INVESTMENT THAT WILL NOT CREATE MATERIAL RISKS TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY.

Further Discussion:
No further discussion occurred.

MOTION PASSED UNANIMOUSLY.

PLANNING AND ECONOMIC DEVELOPMENT POLICY COMMITTEE MEETING MINUTES

Date: **December 11, 2024**
Time: **8:30 am**

Members Present	Chair: Council Member Francoise Bergan, Vice Chair: Council Member Curtis Gardner, Council Member Steve Sundberg
Others Present	Aja Tibbs, Alison Lueck, Andrea Amonick, Ani Karabashian, Ariana Muca, Becky Hogan, Bill Wichterman, Brad Pierce, Brandon Cammarata, Brenda Kenney, Brian Rulla, Bruce Dalton, Cathleen Valencia, Cathy DeWolf, Cesarina Dancy, Chad Argentar, Chad Giron, Chance Horiuchi, Chris Fellows, Crystal Vigil, Daniel Krzyzanowski, Darcy Dodd, David Scott, Deborah Bickmire, Diana Rael, Gayle Jetchick, Jacob Cox, Jake Calegari, Jeannine Rustad, Jeffrey Moore, Jennifer Orozco, Jeremiah Fettig, Jessica Prosser, Julie Patterson, Kelly Bish, Laura Perry, Laurie Womer, Leah Ramsey, Lena McClelland, Leticia Callanen, Maria Alvarez, Marisa Noble, Maurice Healy, Megan Waldschmidt, Mindy Parnes, Morgan Cullen, Morgan Jennings, Naomi Colwell, Rachel Allen, Robert Oliva, Sarah Carroll, Sarah Wile, Scott Berg, Stacy Wasinger, Stephen E Rodriguez, Stephen Gubrud, Steve Timms, Sunny Banka, Susan Sherman, Tod Kuntzelman, Wendy Renee, Yuriy Gorlov

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1. CALL TO ORDER

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2. APPROVAL OF NOVEMBER 13, 2024, DRAFT MINUTES–COUNCIL MEMBER BERGAN

2.a. The minutes were approved.

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3. GENERAL BUSINESS

3.a. Annual Informational Update on Oil and Gas in Aurora

Summary of Issue and Discussion:
Jeffrey S. Moore, Manager Energy & Environment Division

Jeffrey Moore, the Manager of the Energy and Environment Division, outlined the topics to be covered in his presentation, which included staffing updates, well statuses, operators, production data, permitting, website improvements, advisory

committee updates, inspections, income, environmental initiatives, and legal updates.

J. Moore highlighted the stability and efficiency of his team, emphasizing the contributions of M. Alvarez, S. Sherman, and Assistant City Attorney D. Scott. Despite being a small team, they had achieved significant progress and were proud of their work over the past year.

J. Moore noted the steady increase in the number of wells in the city. The total had grown from 59 in 2019 to 189 currently, with actively producing wells indicated in green and those in the completions phase in yellow. Additionally, the city had 67 plugged wells, including a few annexed late last year. He explained that most wells were situated in Ward II along I-70, with producing sites marked in red and active drilling sites in green. Future drilling sites, identified in blue, were largely concentrated north of I-70, though other sites could emerge as new operators entered the area.

Regarding plugged wells, J. Moore highlighted their distribution, particularly around Denver International Airport and the Colorado Front Range and Spaceport. Aurora's total of 67 plugged wells was notably lower than the numbers in neighboring counties, such as Arapahoe County's nearly 1,000 and Adams County's over 3,000, making Aurora's maintenance workload more manageable.

J. Moore then detailed the city's main operators, with Crestone Peak Resources, a subsidiary of Civitas Resources, being the largest, followed by Axis Exploration, another Civitas subsidiary. He also mentioned a well managed by KP Kauffman and another under the state's Orphan Well Program, which was awaiting plugging by the State Energy and Carbon Management Commission.

Discussing production, J. Moore presented data showing oil, natural gas, and water production levels, along with the number of wells over time. While production figures had declined in recent years due to the natural drop-off in shale production, recent drilling activity was contributing to an upward trend. Aurora had become the third-largest local government in oil production in Colorado, following Weld County and parts of Adams County outside Aurora. J. Moore also highlighted that Aurora was home to the state’s single largest oil-producing well, a record-breaking well operated by Crestone Peak Resources, which had produced 165,000 barrels of oil in its first 90 days.

J. Moore introduced M. Alvarez, the senior planner, to continue the presentation with updates on permitting and other relevant topics.

M. Alvarez began her section by greeting the committee and presenting a table summarizing the city’s permitting efforts for the year. She noted that a total of 11 oil and gas site plan applications had been processed, comprising five well site applications and six pipeline applications. All applications were completed within the time frames outlined in the operator agreements.

M. Alvarez highlighted a milestone for the city: the successful processing of its first application under the Oil and Gas Manual, which is governed solely by

Chapter 135 of the Aurora City Code. She explained that this application involved two evaluation phases, each requiring two to three review cycles to assess specific criteria. Phase one began in October 2023 and received Planning Commission approval by March 2024, focusing on the location. Phase two, completed this year, addressed environmental surface impacts, and took 48 days due to additional collaboration with the applicant to finalize water delivery plans and road maintenance agreements. She contrasted this timeline with the typical processing period for operator agreement applications, which usually spans 12 to 13 weeks, affirming that all operator agreement applications met the agreed time frames.

M. Alvarez also reported on pipeline applications, commending the operator's efficiency in reducing the application review process by 50%. She presented a map of the city's oil and gas operations, which included site names, locations, and quarterly inspection reports. She explained that permitting details for each location would be added before year-end and clarified that the black lines on the map depicted access roads, not pipelines. She encouraged the committee to explore more information on the city's oil and gas website.

Discussing the Oil and Gas Advisory Committee, M. Alvarez noted that the committee meets six times per year on the third Wednesday of each month. Its members include industry professionals, surface owners, and citizens, with one industry position currently vacant. She mentioned an upcoming review of a citizen application and invited the public to attend meetings, which are listed on the city clerk's calendar.

M. Alvarez concluded her section by thanking the committee and passing the presentation to S. Sherman.

S. Sherman introduced herself as the Senior Oil and Gas Inspector for the City of Aurora, outlining her role in protecting the community, environment, and wildlife. She detailed the city's inspection activities, which included quarterly site inspections, groundwater and surface water protection measures, and responses to citizen complaints. She emphasized her use of FLIR camera surveys to identify and reduce harmful air emissions, in compliance with city regulations and CDPHE guidelines.

S. Sherman presented a summary of inspections at the Grande North site, spanning construction to production phases. She explained the categorization of inspections, including construction, drilling, completions, and quarterly production inspections. She also addressed spills and releases, noting that four reportable spills had occurred in 2024, all adhering to ECMC and city regulations. Air releases were monitored through visual observations and FLIR surveys to ensure compliance with emission standards.

S. Sherman reported a 100% completion rate for quarterly inspections, improved labeling at well sites, and increased collaboration with external agencies such as CDPHE and ECMC. She also discussed the city's achievements in monitoring wells for drinking water aquifers and conducting blowout preventer inspections, noting Aurora's leadership in these areas.

J. Moore thanked M. Alvarez and S. Sherman for their detailed updates. He acknowledged S. Sherman's commitment to conducting inspections, often on the same day as committee meetings.

J. Moore explained that the department's funding comes entirely from operator fees, including annual inspection fees and permit application fees. He noted that the growing number of wells and well sites had resulted in increased revenue, potentially allowing for the hiring of a second inspector next year.

J. Moore also discussed royalty income, which had generated nearly $3 million in the past year. He detailed the allocation of these funds, with revenue from wells within the city limits and leasing bonuses going to the city's General Fund, while income from Aurora Water-owned properties in Weld County was allocated to offset rate increases.

J. Moore outlined the division's expanded responsibilities, including contamination investigation and remediation. He provided updates on key projects such as the Highway 30 landfill and the Roslyn Firefighting remediation, both nearing significant milestones. He also discussed progress on well workover and maintenance easements to preserve space around plugged wells, ensuring future accessibility without structural interference.

J. Moore concluded with updates on air quality monitoring, plans to join the Love My Air program, and various recycling efforts. He then introduced D. Scott, the Assistant City Attorney, to provide legal updates.

D. Scott began his update by introducing himself as the Assistant City Attorney working closely with the Energy and Environment Division. His responsibilities include oil and gas permitting, leasing, and ensuring environmental compliance and remediation.

D. Scott highlighted a significant change in Colorado's mineral leasing laws. Previously, municipalities holding mineral rights could be compelled by law to allow operators access to those minerals, even without agreeing to lease them. This changed with the passage of SB24-185, which grants municipalities an exemption from forced pooling for mineral rights within their recognized boundaries. This legislative change gives Aurora greater flexibility and enhanced negotiating power when dealing with mineral leases.

He then addressed minor revisions to the Oil and Gas Manual, also known as Chapter 135 of the City Code. An ordinance with these amendments was presented to the committee on November 13th, cleared Study Session on December 2nd without comments or changes, and was set for its first reading at the December 16th City Council meeting.

D. Scott also shared a development concerning the city's Permitting Authority and its impact on infrastructure. For the first time, an oil and gas company sought a permit for surface operations under Chapter 135. This provided the city an opportunity to develop and negotiate a road maintenance agreement (RMA) with the operator. These agreements are essential to the permitting process, ensuring

operators contribute financially to offset the impact of their operations on city roads.

He detailed the success of the negotiation, which resulted in a substantial increase in per-well payments. While previous payments averaged $9,000 per well, the new agreement set payments at $40,000 per well. For the 8-well pad in question, this translated to an upfront payment of $320,000 for road maintenance activities, aligning Aurora's standards with those of other permitting authorities in the state.

J. Moore thanked D. Scott for the updates and officially concluded the presentation, inviting questions from the committee.

- CM. Bergan expressed gratitude for the presentation and opened the floor to questions.
- CM Sundberg commended J. Moore and his team for their work and asked about the process for measuring production data. Specifically, he inquired whether production reports were received in real time or at regular intervals.
- J. Moore explained that production numbers were not received directly from operators but were obtained from reports filed with the state. Operators have 45 days after the end of a month to submit their production data, which is then processed and made available on the ECMC dashboard in real time. He noted that the city downloads and summarizes these reports monthly, providing updates twice a year for presentations like this one and in the spring.
- CM Bergan then acknowledged B. Pierce, Chair of the Oil and Gas Advisory Committee.
- B. Pierce praised J. Moore, M. Alvarez, S. Sherman, and D. Scott for their exceptional work supporting the committee. He highlighted their expertise, thoroughness, and consistent participation in committee meetings, expressing his gratitude for their efforts.
- CM Bergan echoed the praise, emphasizing the team's achievements and noting Aurora's leadership in various categories. She followed up with a question about the road maintenance agreement, specifically whether the $40,000 per-well payments were dedicated solely to road maintenance.
- J. Moore confirmed that the funds were allocated to a specific budget line item for road maintenance. He clarified that while Public Works managed the scheduling of repairs, there was an option to bring in contractors if necessary. He also explained that during the permitting process, operators might be required to make specific upgrades, such as improvements to intersections, which are separate from the general road maintenance fee.
- CM Bergan sought clarification on the city's historical approach to road maintenance, questioning why the responsibility wasn't entirely on the operators.
- J. Moore explained that road maintenance is a collaborative effort. While operators are responsible for maintaining unpaved sections, such as grading roads like the unpaved portion of Jewell Avenue, the city uses the funds provided by operators to manage broader repairs. He assured the council that operators typically respond promptly to requests for maintenance.

- CM Sundberg returned with a question about the enhanced Oil and Gas Manual, asking if it made Aurora the safest and most stringent jurisdiction in Colorado for oil and gas production.
- J. Moore affirmed this, stating that Aurora's rules and regulations exceed state standards set by ECMC and CDPHE. He noted that operators also recognized the city's high standards and strict regulations.
- CM Sundberg followed up on a slide showing examples of spills, asking about measures in place to protect against soil contamination. He mentioned the significant spill volumes at the King site and sought further details.
- S. Sherman explained that separators, unlike tanks, are not required by the state to have liners underneath them, which contributed to the size of the spill at the King site. She provided additional context on spills at other locations, such as historical spills under compressors and separators at the Chico-Watkins pad and a valve issue at the Aspen site that caused material to spray over a large area.
- CM thanked S. Sherman for the clarification and expressed appreciation for being invited to the Energy and Environment Symposium earlier in the year. He shared insights he had gained from the event, particularly the concept of an energy expansion rather than a transition, driven by increased computing power needs and other factors.

Outcome:
Information only.

Follow-up Action:
None required.

3.b. UDO Amendment for Process Changes
Summary of Issue and Discussion:
Aja Tibbs, Planning Supervisor

Aja Tibbs, Planning Supervisor for the Current Planning Division of Planning and Business Development provided an overview of the updates on the proposed UDO Amendment for Process Changes. She referenced the February presentation summarizing the feedback from the development community, which highlighted key issues with the City of Aurora's development review process, specifically the master plan process and the approval process.

A. Tibbs outlined the main feedback received and proposed process changes to address the concerns. The master plan process emerged as the most frequently mentioned issue, with concerns about amendments, smaller project scopes, and the lack of a preliminary plat or minor master plan option to address the gap between the master plan and site plan processes. To address this, the city proposed a new neighborhood plan, which would provide a more detailed framework than the master plan without requiring the fully detailed site plan.

She explained the work of the Development Review Process Improvement Strategy Team, which convened biweekly and included representatives from planning, Aurora Water, and development review teams. The team evaluated master plan issues and collaborated on streamlining application reviews across departments.

Presenting the current state of the process, A. Tibbs noted that site plans were overly detailed, often duplicating civil construction drawings. She highlighted the lack of an application type to approve preliminary lot layouts or local street networks without a full site plan, which resulted in inefficiencies. The proposed neighborhood plan would fill this gap by providing a more detailed framework between master and site plans. It would remove the need for infrastructure site plans, streamline the process, and allow applicants to move directly to plat and civil reviews for infrastructure projects while maintaining site plans for commercial and multifamily developments.

She reported on a pilot program for the neighborhood plan, which had successfully completed the approval process and entered the plat and civil review stages. A. Tibbs emphasized that the new neighborhood plan would simplify the master plan process, reduce unnecessary amendments, and provide flexibility for smaller projects and concurrent submissions. It could also support commercial and industrial pad site developments, offering a consistent and efficient framework for development.

Turning to approval processes, A. Tibbs explained the complexity of the current system, where subarea variations created inconsistent requirements. She proposed simplifying the approval process by focusing on the appropriate decision-making body rather than geographic location. Higher-level, conceptual applications, such as zoning and master plans, would remain under the Planning Commission's purview, while detailed applications, like site plans and neighborhood plans, would be handled administratively by the Director.

A. Tibbs presented a streamlined framework for approval processes, emphasizing consistency, predictability, and fairness across all city areas. She assured the council that public notice and participation opportunities would remain in place, ensuring continued community engagement.

A. Tibbs outlined the benefits, including increased efficiency, reduced amendments, and enhanced consistency. She detailed the public engagement efforts and collaborative input received throughout the process, highlighting presentations to various committees and roundtable discussions with the development community.

A. Tibbs explained the necessary UDO amendments, which included removing subarea variations, revising preliminary plat language to establish the neighborhood plan, and clarifying criteria for administrative and Planning Commission approvals. She provided a timeline of the project’s progress, noting that the team was now seeking approval to proceed with the formal adoption of these changes.

A. Tibbs thanked the council for their attention and invited questions, feedback, or approval to move forward with finalizing the UDO amendments.

- CM Bergan thanked A. Tibbs for the detailed presentation, acknowledging the extensive effort that went into the proposed changes. She welcomed CM Gardner, and opened the floor for questions, starting with Council Members Sundberg and Gardner.
- CM Sundberg expressed his appreciation for the process improvements and thanked the team for their hard work.
- CM Gardner commended the engagement efforts with the development community, emphasizing its importance in making informed and inclusive changes. He noted that a common critique of city processes was the lack of stakeholder engagement, but he was pleased to see that this project incorporated substantial input. CM Gardner then raised a question about how the proposed changes would address two frequent complaints from the development community: the length of the approval process and the inconsistency in comments and reviews.
- A. Tibbs addressed these concerns, focusing on how the new neighborhood plan would streamline and simplify the process. She explained that the neighborhood plan reduces delays by minimizing the need for amendments and iterations during the development process. By providing more flexibility and allowing adjustments as the project evolves, it inherently shortens the overall timeline. A. Tibbs elaborated that the current process required fully engineered site plans at each stage, even for basic infrastructure or street layout approvals. This created unnecessary delays and increased complexity for developers. The neighborhood plan introduces a step where developers can secure early approvals without fully engineering the project, enabling them to mobilize resources, find builders, and proceed with confidence while reserving detailed engineering for later stages. She also emphasized that the neighborhood plan process involves only two rounds of review to reach a decision, significantly reducing back-and-forth exchanges and technical iterations. This adjustment not only accelerates the approval process but also aligns better with the practical needs of developers, as demonstrated by the pilot program’s success.
- J. Rustad supplemented A. Tibbs' response by discussing internal improvements to address inconsistent comments. She highlighted cultural changes within the multi-departmental review team to promote accountability and collaboration. J. Rustad noted efforts to improve the application acceptance process, ensuring that submissions are complete and meet standards from the outset. This proactive approach reduces the need for multiple review cycles and enhances consistency in feedback.
- J. Cox acknowledged J. Rustad’s comments and deferred to C. Fellows, who intend to contribute further to the discussion.
- C. Fellows began by expressing his support for the pilot project at Midtown at Windler, which he described as highly successful, efficient, and user-friendly. He commended the expedited process and acknowledged the efforts of J. Cox and A. Tibbs, praising their roles in shaping and guiding the project. C. Fellows emphasized the importance of the people involved in any system, stating that Jacob and Aja had done phenomenal work, much appreciated by developers.
- CM Bergan interjected humorously, asking C. Fellows to repeat his compliment three times.
- C. Fellows reiterated his gratitude, stating his confidence that the changes would benefit many developers.

- CM Gardner followed up with a question about the cultural changes referenced by J. Rustad. He noted the challenge in measuring cultural changes, as they are less tangible and cannot be codified through policy. CM Gardner asked for clarification on how these cultural shifts are being tracked and translated into actionable differences.
- J. Rustad acknowledged the dual nature of the issue, with both subjective and objective aspects. She explained that internal meetings, team buy-in, and staff-driven ideas have contributed to the subjective side of the change. For objective measures, the city implemented a bonus structure for development review, rewarding team members who take initiative and contribute significantly to process improvements.
- J. Cox elaborated, emphasizing the effort to shift the mindset of reviewers to focus on objective compliance with codes and standards rather than aiming for perfection through multiple review cycles. He acknowledged the frustration developers face with prolonged review rounds and noted the team's goal to streamline the process while maintaining compliance. J. Cox highlighted biweekly leadership meetings, regular staff meetings, and ongoing collaboration with developers as key methods for embedding this cultural shift throughout the organization. He also emphasized the importance of receiving consistent feedback from the development community to gauge progress and adjust as needed.
- CM Gardner thanked J. Cox for his insights and prepared to ask an additional question.
- CM Bergan confirmed that he could continue.
- CM Gardner began by expressing satisfaction with the implementation of the incentive he had sponsored, noting its positive results. He proposed periodic check-ins on the process changes to ensure continuous improvement. CM Gardner emphasized the importance of maintaining engagement with developers and other stakeholders, suggesting a cadence of six months or a year for ongoing feedback and collaboration. He thanked the staff, particularly A. Tibbs and J. Cox, for their efforts and acknowledged the positive changes.
- J. Rustad responded by highlighting ongoing efforts to collect feedback, including survey questions attached to decision emails. She mentioned plans to use the Development Review Advisory Board and JTF at the beginning of the year to review changes and gather input. J. Rustad emphasized the importance of listening to stakeholders and adjusting the process based on their feedback.
- CM Bergan acknowledged the comments and shifted to questions about incomplete applications, asking J. Cox how the city ensures developers provide complete submissions and how they handle deficiencies.
- J. Cox described improvements in the civil plan intake process, emphasizing the use of objective checklists to clarify submission requirements. He explained that the city quickly reviews applications for completeness, typically within a few days, and provides specific feedback on deficiencies. This approach aligns with the standard practices for building plan submittals and ensures that civil construction documents meet the necessary criteria before moving forward.
- CM Bergan expressed support for changes allowing flexibility in street layouts, noting their importance for long-term development projects. She also raised concerns about public notice and engagement for administrative decisions, asking how constituents are informed and can provide input.

- A. Tibbs explained that public notice for administrative decisions mirrors that for Planning Commission cases, including notifications to neighboring properties and HOAs. She emphasized the proactive approach to neighborhood meetings, which can be requested by the public, organized by staff in response to significant feedback, or required for controversial projects. A. Tibbs assured the council that mechanisms like appeals and Director referrals to the Planning Commission remain in place to address public concerns.
- CM Bergan shared feedback from a constituent who felt that public input often came too late in the process to influence significant changes.
- A. Tibbs acknowledged the challenge and stressed the importance of early public engagement during zoning and master plan stages, where substantial changes can still be made. She emphasized that shifting public input to earlier stages is a priority to better align resident concerns with project timelines.
- CM Pierce proposed posting administrative decisions on the Planning Department's website to enhance transparency and allow neighborhoods to track decisions. He noted that residents often feel disconnected from the outcomes of administrative reviews.
- A. Tibbs agreed to explore this suggestion and highlighted ongoing communication efforts with residents during projects with public interest.
- CM Bergan concluded the discussion by expressing her support for the proposed changes and echoing the praise for stakeholder involvement. She confirmed the council's agreement to move the proposal forward, with Council Members Sundberg and Gardner also voicing their approval.
- A. Tibbs thanked the council for their support.

Outcome:
Council approved this item to move forward.

Follow-up Action:
Staff will add this item to the Planning Commission and City Council meeting agenda.

3.c. Gun Club Road Update

Summary of Issue and Discussion:
Jacob Cox, Development Services Director/Cathleen Valencia, Transportation Project Delivery Manager

Laura Perry introduced the Gun Club Road update, noting that the presentation would address roles and responsibilities for improvements along Gun Club Road and evaluate potential options. She explained that J. Cox and C. Valencia would provide a high-level overview and updates on ongoing discussions and explorations.

J. Cox began by acknowledging the complexities of Gun Club Road, a roughly eight-mile stretch requiring improvement from Airport to Quincy. He highlighted the need for upgrades, including a bridge at 470, and detailed the developer adjacency responsibilities outlined in public improvement plans tied to master plans. He explained that while annexation agreements from the 1980s and 1990s might have expired, master plans and the accompanying public improvements

phasing (PIP) documents remained valid. These documents establish triggers for developer responsibilities as pad sites are developed.

J. Cox referred to a map highlighting the red-marked section of Gun Club Road, which falls under CDOT jurisdiction. He explained the challenges stemming from jurisdictional overlaps involving CDOT, the City of Aurora, and adjacent unincorporated Arapahoe County lands. He noted that this dynamic created challenges in determining roles and responsibilities for improvements.

J. Cox provided additional context on Gun Club Road's bottleneck areas, particularly the southern green section in unincorporated Arapahoe County near the landfill site. He outlined ongoing discussions with the county to address improvements in this area and the connection from Aurora Parkway to Quincy. He also detailed the responsibilities of developers in the blue-marked section, which includes a six-lane road requiring 140 to 144 feet of right-of-way. He mentioned that the eastern portion of this section falls under the Murphy Creek development's responsibility, with plans for improvements along the western frontage extending north from Quincy toward Jewell.

J. Cox explained that the City of Aurora, CDOT, and Arapahoe County maintain specific segments and traffic signals along Gun Club Road, with CDOT owning and maintaining portions from Airport to Quincy. He revealed that CDOT expressed interest in devolving responsibility for this section to either the City of Aurora or Arapahoe County, a topic still under discussion. He also highlighted the unlikelihood of securing state or federal funding for widening projects and the focus instead on operational and safety enhancements. He concluded by noting potential discussions with developers about establishing an authority model to address major infrastructure gaps and invited C. Valencia to present ongoing projects.

C. Valencia provided updates on completed and planned projects along the corridor. She detailed a 2017 preliminary design project for Gun Club Road between 6th Avenue and Yale, which included cost estimates for three alternatives: a six-lane urban section, a four-lane rural section, and intersection improvements. She acknowledged the substantial increase in construction costs since then.

C. Valencia discussed a partnership with Arapahoe County to study safety and capacity issues along Gun Club Road from 6th Avenue to Mississippi and Alameda Avenue from Gun Club to Harvest Road. She noted that the county secured funding for a signal at Alameda and Mississippi, which is scheduled for construction in 2025, and would lead efforts for traffic calming along Alameda Avenue.

She also highlighted the Gun Club Multimodal Improvements project, which aims to widen the roadway and add multimodal features between Quincy Avenue and Aurora Parkway. The project design is fully funded through a DRCOG grant with a local match from the City and Arapahoe County, with ongoing efforts to secure construction funding through SARIA.

C. Valencia presented a map of planned traffic signals in the area, identifying existing signals, signals scheduled for 2025 construction, and future signal

locations dependent on warrant studies as development progresses. She emphasized the high costs associated with widening Gun Club Road, estimating $175 million for a six-lane section and $145 million for a four-lane section. Given these costs, she stressed the importance of focusing on safety and operational improvements in collaboration with CDOT and Arapahoe County.

C. Valencia outlined the next steps, including hiring a design consultant to update recommendations from the 2017 preliminary design project and securing updated cost estimates. She mentioned grant opportunities, such as the HSIP and DRCOG TIP cycles, and ongoing collaboration with developers for phased improvements.

- J. Bergan expressed gratitude for the presentation and acknowledged the complexity of the issue, noting its intricate nature compared to her own area. She directed her question to C. Sundberg but was encouraged by him to proceed with her questions first. She highlighted the challenge with CDOT, specifically referencing a $25 million devolution plan. She recounted past attempts to acquire the roadway over a decade ago, which were unsuccessful, and questioned the feasibility of taking on responsibility for the road when the cost to widen the entire section was estimated at $175 million.
- C. Valencia confirmed that the city and county had declined CDOT's offer due to insufficient funding and explained that both entities insisted on necessary improvements before accepting the roadway. She elaborated on his history with the issue, having dealt with it during his tenure with Arapahoe County, and reiterated that the $25 million was inadequate to address the required improvements.
- J. Bergan inquired about the level of CDOT's involvement in the discussions and suggested lobbying for federal funding or mobilizing constituents to pressure CDOT. She expressed frustration over the decades-long neglect of the issue.
- C. Valencia acknowledged CDOT's agreement on the need for improvements but stated that other projects, such as I-25 and I-70, were higher on their priority list. She outlined plans to collaborate with CDOT on safety and operational enhancements based on a 2017 study that identified potential improvements and phasing options.
- CM Bergan proposed exploring legislative lobbying efforts to prioritize the project. CM Bergan emphasized the need for more focused efforts to prevent further delays in addressing Gun Club Road.
- L. Perry interjected, emphasizing the need for updated cost and phasing analyses before presenting options to CDOT. She suggested federalizing additional sections of Gun Club Road and leveraging successful strategies from other projects to secure design funding. She underscored the importance of stakeholder collaboration and addressing safety improvements.
- J. Bergan shifted her focus to the Murphy Creek development, questioning the scope of their responsibility for road improvements. She sought clarification on whether the development would widen their section and how it might contribute to broader infrastructure issues.
- J. Cox clarified that the Murphy Creek master plan obligated the development to construct three lanes out of six along their frontage. However, he noted that such improvements could create bottlenecks if other sections of the road were

not addressed simultaneously. He mentioned the possibility of deferring certain improvements to avoid problematic tapering and ensure logical connections.

- J. Bergan inquired about why Maria was not considered a viable option.
- J. Cox explained that extensive discussions were held with developers in a portion of Aurora. He noted that the financial feasibility of involving metro districts in Maria for the desired level of improvements proved challenging. This led the focus to shift eastward, towards the East Aurora annexation areas, miles from Gun Club. J. Cox mentioned that the breakdown in talks primarily stemmed from developer-driven infrastructure concerns. Developers ultimately opted to handle their infrastructure independently with their own districts rather than approaching an authority model. He suggested that with a strategic approach, additional districts, and a reevaluation of the numbers—particularly with commercial developments in the corridor—the model could become viable.
- CM Bergan thanked J. Cox and invited CM Sundberg to speak.
- CM Sundberg raised concerns about federal involvement in building charging stations, citing limited progress despite significant funding. He recalled inquiring about this a year and a half ago, noting that it was then under a study, potentially for design purposes. CM Sundberg emphasized the need to explore smaller safety and operational improvements in future meetings, as these seemed practical. He highlighted safety issues during winter on narrow roads near Murphy Creek, where icy conditions frequently led to cars sliding into ditches.
- CM Sundberg pointed out that Arapahoe County seemed to have more financial flexibility following recent developments. He questioned why improvements near the landfill had not been prioritized, citing a new turn lane onto Hampden as an example of a simple yet impactful change. He commended the efforts behind this improvement, later identified by C. Valencia as a CDOT project. CM Sundberg suggested a higher-level push, possibly involving the Governor, to address the complexities of such initiatives. He expressed frustration over a developer in Murphy Creek avoiding responsibilities and placing blame on CDOT and high costs, despite decades of prior knowledge of their obligations.
- CM Bergan acknowledged CM Sundberg's remarks and referred to updates expected through the Transportation Committee in 2025.
- L. Perry confirmed the plan for updates.
- CM Sundberg proposed the need for a specialized form of authority, such as ARTA, to tackle these challenges.
- CM Bergan pointed out that SARIA was essentially equivalent to such an authority.
- J. Cox affirmed the intent to explore these possibilities further.
- CM Sundberg emphasized the significant cost of bridges on Jewell going east. CM Sundberg reiterated gratitude for the planning efforts and the need to continue pushing for solutions.
- CM Gardner noted that during his campaign, public feedback centered more on issues like Gun Club rather than public safety. He expressed interest in negotiating with the state to consolidate responsibilities under one entity, emphasizing the importance of achieving a reasonable financial agreement. CM Gardner pointed out the logistical challenges of fragmented responsibilities among different sections of road. He underscored the need to prioritize residents' concerns and explore future infrastructure funding opportunities.

- CM Bergan concluded by acknowledging the Committee's input and wished the team success in negotiations with CDOT.
- L. Perry affirmed commitment to resolving these issues. She outlined necessary steps, including engineering and cost analyses, to develop a comprehensive capital strategy. She assured continued updates and highlighted the alignment of priorities with residents' concerns.

Outcome:
Information only.

Follow-up Action:
None required.

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4. MISCELLANEOUS MATTERS FOR CONSIDERATION

4. a. Aurora Economic Development Council
- Yuri Gorlov

NO REPORT

4.b. Havana Business Improvement District

Chance Horiuchi

Please see the HBID updates in the agenda packet.

4.c. Aurora Chamber of Commerce
- Naomi Colwell

NO REPORT

4.d. Planning Commission
- Becky Hogan

NO REPORT

4.e. Oil and Gas Committee
- Brad Pierce

4.f. Business Advisory Board
- Garrett Walls

NO REPORT

4.g. Retail
- Bob Oliva

NO REPORT

4.h. Small Business

- Andrea Amonick

NO REPORT

4.i. Visit Aurora

Bruce Dalton

B. Dalton offered to provide a post-event report on the Borealis Festival to the city for distribution to the PED and any other interested parties. He mentioned that the information was valuable and highlighted ongoing work on the economic impact of travel for the City of Aurora. Dalton explained the challenges in obtaining precise data due to Aurora spanning three counties and the effort to isolate data specific to the city. He noted that they had succeeded in this task and had a meeting scheduled with the report provider on Friday. By then, they expected to finalize and deliver both the economic impact report and the post-event summary for the Borealis Festival.

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5. CONFIRM NEXT MEETING DATE

Scheduled for January 8, 2025, at 8:30 AM MT.

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6. ADJOURNMENT

CM Bergan concluded the 2024 PED Committee meeting by expressing gratitude to all participants for their active involvement throughout the year. She commended the staff for their dedication in providing requested information and acknowledged their hard work. CM Bergan extended her best wishes for the holiday season, wishing everyone a Merry Christmas and happy holidays.

APPROVED: _____

Francoise Bergan, Committee Chair

CITY OF AURORA

Late Submission Approval for Agenda Item

Item Title: Unified Development Ordinance (UDO) Text Amendment- New Sign Category, City Property Signs (Ordinance)
Item Initiator: Brandon Cammarata, Manager, Planning and Business Development
Staff Source/Legal Source: Brandon Cammarata, Manager, Planning and Business Development / Lena McClelland, 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

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COUNCIL MEETING DATES FOR LATE SUBMISSION:

Study Session: 3/10/2025

Regular Meeting: 3/24/2025

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.)*

I was under the impression that a study session was not needed for this project due to the extensive discussion already occurring recently with the adoption of the related resolution, etc. Also, with the compressed time frame to get through both the Planning Commission and City Council per City request, my understanding was we were going to skip the study session to facilitate that timeline.

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.

_____Brandon Cammarata_____	_____Laura Perry_____
Agenda Item Initiator Name	Late Submission Approver Name (Council Appointee or DCM)
	
_____	_____3/4/25
Agenda Item Initiator Signature Date	Late Submission Approver Signature Date

CITY OF AURORA
Council Agenda Commentary

Item Title: Unified Development Ordinance (UDO) Text Amendment- New Sign Category, City Property Signs (Ordinance)
Item Initiator: Brandon Cammarata, Manager, Planning and Business Development
Staff Source/Legal Source: Brandon Cammarata, Manager, Planning and Business Development / Lena McClelland, 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: 3/10/2025

Regular Meeting: 3/24/2025

2nd Regular Meeting (if applicable): 4/7/2025

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)

Brandon Cammarata, Manager, 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
Reason for waiver is described in the Item Details field above.

☐ Approve Item as Proposed at Policy Committee

☐ Approve Item as Proposed at Study Session

☐ Approve Item as Proposed at Regular Meeting

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Planning and Zoning Commission

Policy Committee Date: 2/26/2025

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.)*

A public hearing was held at the Planning and Zoning Commission on February 26, 2024 and the commission recommended approval unanimously (5-0).

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

The Planning and Business Development Department recommends amending the zoning code within the Unified Development Ordinance (UDO) to allow a new category of sign, "City Property Signs." The proposal would add UDO Subsection 146-4.10.16 to enable this category of signs. The purpose of this category of signs, as described in the proposed definition, is to allow signage on city-owned property, regardless of zone district, that "advertises or directs attention to a business, profession, commodity, entertainment, service, religious, charitable or non-profit organization, or an activity, product, good, or service that is not located upon or available upon the premises where the sign is located" functioning like a billboard. The signage would only be allowed with the city's permission and at the city's prerogative as a landowner. Design elements of signs are regulated in UDO Section 146-4.10. Generally, the sign code specifies the types, quantities, and dimensional aspects, including square footage, height, and minimum setbacks. This new category of signage is an addition to those currently permitted. This ordinance proposal would permit "City Property Signs" up to 280 square feet and 25 feet tall, which can be 100% electronic message centers (EMC). Please note that if a sign has two or more display faces, the area of all faces will be included in determining the sign's total area. The code proposal also replicates technical criteria from the current EMC section of the sign code, limiting the frequency of message changes to no less than every eight seconds and addressing other technical criteria related to the sign's brightness. Additionally, the proposal mandates a minimum separation of 600 feet between "City Property Signs." The proposed Ordinance Text Amendment complies with the approval criteria for the following reasons: The limited nature of the proposal is not anticipated to create a cluttered sign appearance on the major streets (ref. Authentic Aurora, page 97). The proposal may contribute to the promotion economic growth and is not anticipated to create material risks to public health, safety, and welfare.

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 a Unified Development Ordinance text amendment to add a new category of signs to be call "City property signs"

LEGAL COMMENTS

The City Council is the governing body of the City and has the authority to approve amendments to the text of the UDO. (UDO §146-5.1.1.A)
The City Council shall conduct a public hearing on the application. (UDO §146-5.4.1.C.2.c)
Amendments to the text of the UDO shall only be approved if City Council finds that the proposed amendment is consistent with the spirit and intent of the Comprehensive Plan and with other policies and plans adopted by the City Council; and (a) the text amendment is required because of changed conditions or circumstances in all or a portion of the City; or (b) the text amendment is required to address a new or unforeseen threat to the public health, safety, and welfare; or (c) the text amendment is required to promote economic growth and investment that will not create material risks to the public health, safety, and welfare. (UDO §146-5.4.1.C.3.b.i) (McClelland)

ORDINANCE NO. 2025-

A BILL

FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, AMENDING SECTIONS 146-4.10.13 AND 146-6.2.S AND ADDING SECTION 146-4.10.16 OF THE UNIFIED DEVELOPMENT ORDINANCE PERTAINING TO SIGNS

WHEREAS, Section 146-5.4.1.C.3 of the Uniform Development Ordinance provides that all applications for ordinance text amendments shall be presented for a public hearing, both to the Planning and Zoning Commission, who shall render a recommendation to City Council, and to the City Council for final decision; and

WHEREAS, on February 26, 2025, following a public hearing, the Planning and Zoning Commission voted to recommend the ordinance text amendment to City Council.

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

Section 1. Section 146-4.10.13 of the Unified Development Ordinance of the City of Aurora, Colorado, is hereby amended as follows:

4.10.13. OFF-PREMISES SIGNS.

Off-premises signs, including billboards, shall be permitted in the I-2 district, within 1,000 feet of a highway in commercial and industrial areas, provided that they comply with the standards in this Section 146-4.10.13.

A. *Signs Permitted.* Ground Signs are permitted if they comply with the following standards:

1. One off-premises ground sign provided that not sign shall be less than 600 feet from another off-premises ground sign.

2. Maximum sign area shall not exceed 100 square feet per side for double-faced signs.

3. Maximum sign area shall not exceed 200 square feet for single-faced signs.

4. Maximum height shall not exceed 25 feet.

5. If abutting residential use or district, the sign shall not be illuminated between the hours of 11:00 p.m. and 6:00 a.m.

B. *Authorization.* Written permission from the property owner on which the sign is to be erected must accompany the original application and any renewal application.

C. *Visibility.* No sign shall be allowed to be visible from any freeway, interstate highway, or residential zone districts.

D. *Site Plan Exists.* Where a sign is to be located on a property that has an approved Site Plan, all tenants within the area covered by the Site Plan shall be notified of the application. The notice shall include the nature of the application and shall instruct the tenants to direct any comments on the application to the Planning Director.

E. *No Site Plan Exists.* Where a sign is to be located on a property for which no Site Plan has been approved, a plan**, approved by the property owner,** showing the property boundary, and the size, height, location, and orientation of the proposed sign shall be submitted to the Planning Director.

~~F. *Application Required.* The plan shall be accompanied by an application for approval by the owner of the property.~~

G. *Review.* The Planning Director shall review and approve the sign in accordance with the following criteria:

1. The sign shall conform with all ~~other~~ applicable ~~or potentially applicable~~ requirements of this Section 146-4.10 and the Aurora City Code;

2. The sign shall not obstruct the view of other signs or uses; and

3. The sign shall not be located within the potential future location of streets, drives, or easements.

H. *Approval Period.* Approval for signs under this Section 146-4.10.13 shall be for a period of five years, at which time application for renewal for an additional five year period may be made.

I. *Precedence.* Nothing in this Section 146-4.10.13 shall allow a sign to be within the location of any future streets, alleys, easements, fire lanes, access easements, or other requirements imposed during Site Plan Review. Approval for a sign under this Section 146-4.10.13 may be terminated by the City upon submittal of a Site Plan to the City, if such termination is necessary to comply with the criteria for review set forth in this Section 146-4.10.13.

J. *Exemption for City-Property Signs.* No provision of this section shall apply to Section 146-4.10.16 (City-Property Signs).

Section 2. Section 146-4.10 of the Unified Development Ordinance of the City of Aurora, Colorado, is hereby amended by adding a subsection, to be numbered as Section 146-4.10.16, which section shall read as follows:

4.10.16. CITY-PROPERTY SIGNS.

City-property signs shall be permitted in all zone districts provided that they comply with the standards in this Section 146-4.10.16.

A. *Signs Permitted.* City-property signs are permitted if they comply with the following standards:

1. Maximum sign area shall not exceed 280 square feet.

2. Maximum height shall not exceed 25 feet.

3. No City-property sign shall be located within 600 feet of another City-property sign.

4. If the sign includes an electronic message display, it must comply with the following standards:

a. The electronic message display may occupy up to one hundred (100) percent of each sign face;

b. The electronic message display must be programmed so it does not change more frequently than once every eight seconds, and the message change occurs instantaneously, without use of scrolling, flashing, blinking, or other similar transitions. The board shall contain static messages only, changed only through dissolve or fade transitions, but that may otherwise not have movement, or the appearance or optical illusion of movement varying light intensity, of any part of the board, design or pictorial segment of the board. The change of message using dissolve or fade transition shall not exceed one second of time between each message displayed on the board;

c. The message display must be provided with automatic dimming software or solar sensors to control brightness for nighttime viewing and varying daytime lighting conditions;

d. The sign shall not obstruct the view of other signs or uses; and

5. If abutting a residential use or district, and oriented so that light from the sign is visible from a window of a residential building, the intensity of the

light shall not exceed 0.01 footcandles above ambient, measured vertically, at the property line at a point nearest to the window between the hours of 11:00 p.m. and 6:00 a.m.

B. *Authorization.* Permission, in a form acceptable to the City, such as but not limited to a revocable license, must accompany an application, except when the City is the applicant.

C. *Review.* The Planning Director shall review and shall approve the sign permit in accordance with the following criteria:

1. The sign shall conform with all applicable requirements of this Section 146-4.10 and the Aurora City Code;

2. The sign complies with any conditions as set forth in the approved revocable license, (see Section 146-4.10.16.B), if a revocable license is required, including but not limited to, location of the sign.

Section 3. Section 146-6.2.S of the Unified Development Ordinance of the City of Aurora, Colorado, is hereby amended as follows:

Sign.

Any medium, including its structure and the component parts, that is used or intended to be used to attract attention to the subject matter for advertising or identifying purposes. The term "sign" shall not include design features of an architectural nature that do not employ words or prices. The term includes but is not limited to the following:

1. *Sign, Awning.* A sign depicted or placed upon, attached to, constructed in, or supported by an awning extending over functional or faux windows.



Figure 6.2-9: Awning Sign

2. *Sign, Banner*. Banners and other signs of a temporary nature designed to be attached to walls or hung or suspended from posts or brackets.

3. *Sign, Blade.* Small scale sign hanging or projecting perpendicular to building face.

4. *Sign, Cabinet.* A fabricated sign box that contains a light source and a plastic or ~~aluminium~~ **aluminum** face with letters or graphics. A cabinet sign may be designed to mount to a wall or may be designed to be part of a monument or pylon sign.

5. *Sign, Canopy.* A sign on a framed architectural feature that is attached to and supported from the wall of a building.



Figure 6.2-10: Canopy Sign

6. *Sign, City-Property.* A sign located on property owned or controlled by the City, with permission by the City and that advertises or directs attention to a business, profession, commodity, entertainment, service, religious, charitable or non-profit organization, or an activity, product, good, or service that is not located upon or available upon the premises where the sign is located.

~~7~~**6**. *Sign, Fabric.* Any sign, banner, valance or advertising display constructed of cloth, canvas, fabric, or other light material, with or without frames.

~~8~~**7**. *Sign, Ground Fabric.* Any sign with a structure that is mounted on the ground, intended to be displayed for a limited time period and is temporary in nature.

~~9~~**8**. *Sign, Individual Letter.* A type of sign consisting of independent letters or message content items respective of each other, text or symbols with no background material other than the wall of the building or a common structure known as a "raceway" to which they are affixed, with a minimum depth of one inch. If the individual letters or message content items are attached to a "raceway", the "raceway" must be painted to match the color of the wall and must be limited to a height of no more than one-half of the height of the tallest letter or message content item.

10~~9~~. *Sign, Multi-Tenant Development.* An on=site sign for a development containing two or more tenants on the premises where the sign is located.

11~~10~~. *Sign, Monument or Ground.* A detached, freestanding sign supported by a permanent base, where the entire bottom of the sign is affixed to the ground.

12~~11~~. *Sign, Off-Premises.* A sign including billboards or general outdoor advertising device that advertises or directs attention to a business, profession, commodity, entertainment, service, religious, charitable or non-profit organization, or an activity, product, good, or service that is not located upon or available upon the premises where the sign is located. **This does not include City-Property Signs.**

13~~12~~. *Sign, On-Premises.* A sign that does not meet the definition of an Off-Premises Sign

14~~13~~. *Sign, Projecting.* Any sign that projects perpendicular to and is supported by a building. A grand projecting sign is a projecting sign that is substantially larger and is more visible to drivers, cyclists, or pedestrians at a distance.



Figure 6.2-11: Projecting Sign and Grand Projecting Sign

15~~14~~. *Sign, Roof.* A sign erected upon or that projects above any portion of the roof or parapet of the building or structure.

16~~15~~. *Sign, Temporary.* Any sign or other advertising device or display constructed of fabric, canvas, cardboard, wall board, plywood, or other light temporary material, with or without structural frame, intended for a temporary display for a limited period of time. Examples of temporary signs include real estate "for sale," "for rent", and "open house" signs, garage sale signs, signs identifying the architect, engineer or contractor for work currently under construction, signs advertising a temporary event or commercial opportunity, and signs that express noncommercial messages.

17~~16~~. *Sign, Wall.* Any sign attached to or painted on the wall of a building or structure with the exposed face of the sign in a plane parallel to the plane of the wall.

18~~17~~. *Sign, Window*. Any sign that is applied, painted or otherwise attached to the interior or exterior of a window surface or is otherwise clearly visible from the exterior of the structure.

Section 4. 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 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. 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 BY CITY ATTORNEY PETE SCHULTE:

BY: Lena McClelland RLA
LENA MCCLELLAND, Assistant City Attorney

EFFECTIVE DATE: 08/26/2024

RESOLUTION NO. R2024- R2024-112

A RESOLUTION FROM THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL'S STRONG SUPPORT OF DIGITAL MONUMENT SIGNS. THE CITY COUNCIL DIRECTS THE CITY MANAGER TO SUPPORT THIS ENDEAVOR THROUGH A CODE REVIEW AND A CONTRACT NEGOTIATION FOR THE PURPOSE OF ENTERING INTO AN AGREEMENT WITH LAMAR ADVERTISING COMPANY.

WHEREAS, the City of Aurora, Colorado, (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 matters of local concern; and

WHEREAS, Lamar Advertising Company (Lamar), has proposed to install and maintain five digital signs at no cost to the City with a five year agreement with an option to renew for another five years; and

WHEREAS, the Aurora City Council (Council) has had discussions about this item at prior study sessions where this endeavor was discussed as a pilot program; and

WHEREAS, the Council has decided to pursue the pilot program and a contract with Lamar Advertising Company to implement the pilot program; and

WHEREAS, the Council seeks to enhance communication with the public and generate revenue through digital signage; and

WHEREAS, the Council understands that this endeavor will require the City Manager to work with staff to review the Aurora City Code and the Unified Development Ordinance so as to allow off-premise signs, including limited in size electronic billboards in the underlying zoning at the specific locations mentioned in this resolution; and

WHEREAS, the Council also understands that this will require that the City Manager waive the requirements of the Aurora Purchasing Code; and

WHEREAS, the Council expects that the City Manager will have the negotiations for the monument signs completed no later than three months from the effective date of this resolution.

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

Section 1. The City Council directs the City Manager to support this endeavor

through a review of the Aurora City Code, the Unified Development Ordinance, and the Aurora Purchasing Code to make recommendations to the Council on amendments needed to allow the use at the five specified locations in this resolution.

Section 2. The City Council hereby authorizes and directs the City Manager to waive any requirements of the Aurora Purchasing Code related to the requirements for formal competitive bidding.

Section 3. The City Council hereby approves the following locations for the placement of the signage discussed which Lamar, at no cost to the City, shall build and maintain:

- The Northwest corner of the intersection at East Alameda Ave and South Potomac Street.
- East Alameda Parkway near the Aurora Central Public Library and the south side of the Aurora Municipal Center.
- The Northwest corner of the intersection of East Alameda Parkway and South Chambers Road.
- East Mississippi Avenue, next to the 7-Eleven located between South Idalia and South Kalispell Street.
- East Arapahoe Road and South Aurora Parkway (Tallyn's Reach Library).

Section 4. The City Council directs the City Manager to require that the City of Aurora will receive two of the eight dedicated advertising slots for City communications and passive revenue from advertising on the remaining six slots at each of the five locations at no cost to the City. The Council reserves the right to revisit and potentially increase the number of sign locations five years from the effective date of the agreement if it so chooses.

Section 5. The City Council directs the City Manager to require that the term of this agreement shall be five years, with one option to renew for an additional five years, upon mutual agreement of the parties.

Section 6. The City Council authorizes the City Manager to execute the contract with Lamar Advertising Company requiring the use of the five locations no later than three months from the effective date of this resolution.

RESOLVED AND PASSED this 26th day of August, 2024.

MIKE COFFMAN, Mayor

ATTEST:

KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

GEORGE KOUMANTAKIS, Manager of Client Services

PLANNING AND ECONOMIC DEVELOPMENT POLICY COMMITTEE MEETING MINUTES

Date: **February 8, 2023**
Time: **8:30 am**

Members Present: Chair: Council Member Francoise Bergan, Vice Chair: Council Member Steve Sundberg, Council Member Angela Lawson

Others Present: Council Member Jurinsky, Adrian Botham, Alicia Montoya, Andrea Amonick, Andrea Barnes, Austin Kane, Becky Hogan, Brad Pierce, Brandon Cammarata, Brent Window, Brian Rulla, Bruce Dalton, Cathy DeWolf, Cesarina Dancy, Chad Argentar, Crystal Vigil, Daniel Brotzman, Daniel Krzyzanowski, Daniel Money, Darcy Dodd, David Schoonmaker, Gayle Jetchick, Hector Reynoso, Jason Batchelor, Jeannine Rustad, Jeffrey Moore, Jennifer Orozco, Julie Patterson, Kim Skaggs, Kim Stuart, Leah Ramsey, Marcia McGilley, Marisa Noble, Mark Smith, Mark Witkiewicz, Megan Waldschmidt, Melissa Rogers, Melvin E. Bush, Michelle Gardner, Mindy Parnes, Peter Wall, Rachel Allen, Robert Oliva, Sandra Youngman, Scott Berg, Stephen Rodriguez, Steve Cecil, Tod Kuntzelman, Tom Clark, Wendy Mitchell, Yuriy Gorlov

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1. CALL TO ORDER

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2. APPROVAL OF JANUARY 11, 2023, DRAFT MINUTES–COUNCIL MEMBER BERGAN

2.a. The minutes were approved.

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3. GENERAL BUSINESS

3.a. Monument Signs

Summary of Issue and Discussion:

Jeannine Rustad, Planning and Development Services Director

Steve Cecil, Real Estate Manager of Lamar Advertising, presented this item. S. Cecil introduced Parquee, the partnership opportunity that they hoped to have with Aurora City. Parquee is a digital city communication device located on municipal properties. It is uniquely designed to promote and complement the surrounding

areas, which would become the source of civic pride for the community. Parquee provides an attractive medium to promote the vision and provide passive income to the local governments.

Jurisdictions, such as Aurora, were searching for new and innovative ways to increase revenue without overburdening their constituents with additional taxes. The Parquee Program was designed specifically that would address the issue.

Parquee was owned, operated, maintained, and constructed by Lamar Advertising at zero cost to the taxpayers. It was designed to promote the city's vision with enhancements that would complement the surrounding areas. Lamar Advertising would be open to any ideas on the designs presented by S. Cecil.

Each design had the Aurora logo. They have incorporated some of Aurora's campaigns that they have used to convey the messages for certain events. Aurora has also partnered with Lamar on traditional advertising space to promote events.

Parquee's benefits would include a dedicated slot that would promote civic events and announcements. Dedicated slots can be used for many sponsorships. Lamar has operated with eight sponsorship opportunities. After the city's messaging, seven sponsorships would go through the digital communication device, and then the cities would populate on the eighth one.

Parquee would provide a steady revenue stream to the city through these sales and sponsorships. Aurora has control over the messaging. Lamar was also open to potential locations that would be a good fit to get their messaging out to the residents. For size options, the poster option is a 10 by 21 feet small size. However, there were larger sizes depending on location. Aurora City was allocated to one full slot in the digital cycle. It could be used for many services. Lamar has used the digital faces to promote AMBER Alert.

Parquee has over 150 years of combined experience in the outdoor digital sign industry. Brent Window, Territory General Manager, and Steve Cecil were just one of the support team. On the company side, Lamar had a corporate office that would help monitor these signs and help maintain them.

Aurora City would receive licensing fee and revenue share to be agreed upon by both the city and Lamar. In addition, the city would receive one of the eight sponsorships to communicate the events. The projected annual would be close to a million based on six locations in Aurora City. LEDs were replaced every seven years. A team of people were constantly viewing these monitors for maintenance at zero cost to the city. Lamar would be open to training a staff member(s) and a pilot program. Parquee would be custom-made depending on what the city needs at zero cost to taxpayers.

CM Sundberg acknowledged the presentation and the item. He thought that Parquee and Lamar would help fill the gap on the lack of reach for messaging and announcements throughout the city. CM Sundberg asked the types of advertising and companies placed across the screen. S. Cecil stated the partnership varies across entities who would need advertising, however, it would have to be within the city's guidelines. CM Sundberg also asked for clarification on the dedicated slot. S. Cecil explained that each digital face was programmed to have eight sponsorships. Lamar had removed one slot and dedicated that slot to Aurora City. Each slot messaging would stay for 8 seconds until it would come back to the slot dedicated for the Aurora City. The dedicated slot could have different messages at different times of the day. S. Cecil also stated that each sponsorship has a library. Normally, clients cannot access the library, but the city would have that option.

CM Lawson asked if the advertising could be used for hazard signs, warning signs, or road signs that would be a detriment for the community. S. Cecil stated that the slot could be used for those. They already have a template ready for the city to use as they saw fit. CM Lawson followed-up a question regarding the cameras on the digital slot. S. Cecil clarified that the cameras they used to monitor would be directly angled towards the screen and not towards the sidewalk or out to the street.

CM Bergan asked on the permanent monument sign presented on the slide. S. Cecil stated that the structure would be permanent. It would only be removed if the partnership would end, as the monuments were heavy. He also stated that the monuments would comply with the architectural standards in Aurora City.

CM Bergan appreciated the 8-second display as the 4-second display would only be fast for drivers driving by. She asked the location on where the digital face would be situated if the advertisement involved traffic-related messages, as these are city-owned property while road signs were situated on public properties. S. Cecil discussed that it would be typically on a parcel close to the sidewalk or curb. It could be located in places where it was visible for traffic.

CM Bergan acknowledged the pilot program idea to see how it would work. She asked for the period for the pilot program. S. Cecil stated the pilot program would require the local city approval and it would be around the six-month range before they would get the materials needed for building it.

Jeannine Rustad, Director of Planning and Development Services presented the update on the concerns on the item. The UDO placed restrictions on location, size, and type of signs. Lamar Group shared with them the draft UDO language and certain government signs. Public Works had concerns on the right of way, however, none of the locations suggested were right of way, and they would construct the UDO to make sure that they would not allow these in the right of way.

They have worked with the real estate and were recommended a lease over a license. They would coordinate between Public Works, Real Estate, Planning, and

other departments on locations. Any lease proposal would come back to Council for approval.
K. Skaggs discussed that there would be a public forum for the public to put their messages for the signs to set limited restrictions on what those messages might be. Any limits they would set on the content of the messages would potentially open up to liability for constitutional violations. On the other hand, if they would not exercise control over messages, they would face potential PR and political issues.

J. Rustad explained that they would have to dive deeper on how they would carve out an exception to allow the signs on the right of way and billboards throughout the city, as several years ago, the Council decided they did not want billboards throughout the city. They would then look into the staff and legal time in monitoring the messages and would make sure that they would be staying above board.

CM Bergan asked if there was anything in the city allowing advertisers to advertise with them on the website. K. Stuart stated they would not take advertising for that. The only exception was with Channel Eight. Beyond limited public service-type announcements, they would not take advertising, as they cannot choose the content and have control over that. K. Skaggs added that they could set up a limited public forum and have a forum with a very specific purpose. They would have to look very closely at the content. S. Cecil also added that Lamar would not advertise negative messaging. They've been in business since 1902 and they're here to help the municipalities and cities they partnered with.

D. Money asked who the decision-maker would be of what's negative and whether or not they get to advertise. S. Cecil stated it would be their general manager and their territory manager. They would get the corporate officials if there would be a gray area.

CM Lawson asked the difference between the messaging in Arapahoe Road and in the city. CM Bergan clarified that in Centennial, the messaging was all Centennial content. J. Rustad stated that the slot would stay revenue neutral or they would only get money from the seven other advertising slots, whereas, if they were to install a sign that just had city messaging, they would shoulder the full cost and not get any revenue. S. Cecil further clarified that Lamar can agree to not put certain things on the slot.

CM Sundberg asked for the guidelines they had within the city for what they would post on their social media outlets and its applicability on the advertisements. K. Stuart stated that what they post on social media would be city-generated and city referenced. They did have a policy on their website and social media. They had a strict practice of never to remove interaction with social media. What they post would be either from the city, quasi-governmental agencies, city, and formal city partners. K. Skaggs stated they control the message 100%. They may promote partners, but they would also have full editorial control. With these signs, it would

have to be extremely limited. K. Stuart added this would also echo on their Aurora TV. They have full editorial control on the stories and contents, and these would apply on their social media and websites as well.

K. Stuart asked the liability on the city if the Lamar Group would be the one making the decisions. S. Cecil stated it would be a supply and demand. Messages, sponsorships, or campaigns would have to follow Lamar's guidelines. CM Bergan followed-up on monopolization and if Lamar had multiple competitors on the same cycle. S. Cecil stated there would be multiple sales options that they provide to help generate revenue for the city and some of those were called preemptible. They would try to be as fair as possible, as they would not want any conflicts with their advertisers and sponsorships. Their goal was to not be a burden to these sponsorships. They also had the side-by-side signs, where they would not put side-by-side the same type of business.

CM Jurinsky suggested having their legal team converse with other legal teams in other cities to see how they were able to do the advertisements without the negative advertising. S. Cecil agreed and stated that their team is available for the Aurora City staff and attorneys. They would be open for conversation.

CM Jurinsky stated that Aurora City missed many opportunities. She asked her colleagues to consider moving forward the item for further discussions. She stated she would be happy to work with Lamar to coordinate meetings and discussions with other legal departments in the city. CM Bergan echoed CM Jurinsky's suggestion.

Outcome:
The Committee unanimously approves this item to move forward to Study Session.

Follow-up Action:
Staff will add this item to the March 6th Study Session.

3.b. Data Center Infrastructure Discussion

Summary of Issue and Discussion:
Andrea Amonick, Development Services Manager

Yuriy Gorlov, Aurora Economic Development Council, presented this item. Industry has been growing exponentially across the country. At this point, about 40 states, plus or minus, offer statewide incentives to attract the industry. As of today, there are dozens of centers spread across the Metro Area such as colocation centers, enterprise solutions centers, and hyper scale data centers.

These data centers come in a variety of shapes and sizes, could be denser and multi-story. The city attracted two operations last year. They came in because partially of the incentive program that Council approved in 2020. J. Rustad has helped with both operations. They are in the planning phases as of now.

Data centers have created jobs with the supply chain that follow. According to reports, data centers creates millions of dollars of economic impact annually, and after the construction, it would create tens of millions of dollars potentially in new tax revenues to the city.

They have been working closely with Xcel Energy as they want to provide the power to keep the renewable energy rates going. As it relates to water usage, operators have created closed loop systems, and many facilities are air-cooled or have hybrid systems. The industry has grown at a high CAGR, Compounded Annual Growth Rate. It is not as easy to develop data centers as it was ten years ago due to competition and attention now.

All of the city's targeted industries rely on data. The growth sectors of the future will depend on good data infrastructure. To understand the impact on land planning was part of the Planning Department's request for this item to be up on the agenda. The parking requirement changes from UDO was one of the perfect examples for data centers to go into different zoning areas.

CM Lawson asked what the skin in the game would be bringing the Fiber if they were to put all these data centers in the city. She wanted to know the contribution to this infrastructure before she would approve anything. Y. Gorlov stated that the data centers look at the infrastructure in place. They would go to areas where the transmission lines and roads are there, and then they would bring Fiber and whatever infrastructure they would need. Development pays for itself, and they would bring that if they would need to improve, extend, or any of that in terms of Fiber and water lines. It would be a win-win situation where they require resources,. This would create a ripple effect and more industries would react to seeing a well-developed area.

CM Bergan expressed her concerns on the 75% rebate, as the city would only get 10% of property taxes. Y. Gorlov stated that most of the development that they would need would be adjacent to their property they would pay for. CM Bergan stated she heard from the water dept about having to put a surcharge on the residents for water usage and so forth. She was cognizant of the water consumption of these data centers. Y. Gorlov stated they have talked with Marshall and his team about these concerns. They made sure that the cost that they're charging for the tap fees would be commensurate with the development. Everything that the water department charges for that water service would go back into the capital improvements plan, hence, funding other lift stations or other pipelines, et cetera. Y. Gorlov clarified that if it would generate $30 million of new taxes over the first ten years, even with a 75% rebate, the city would still be net positive.

Outcome:
Information Only.

Follow-up Action:
None required.

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4. MISCELLANEOUS MATTERS FOR CONSIDERATION

4. a. Aurora Economic Development Council
- Yuri Gorlov

NO REPORT

4.b. Havana Business Improvement District
- Chance Horiuchi

Updates on Havana Business Improvement District are in the packet.

4.c. Aurora Chamber of Commerce
- Kevin Hougen:

NO REPORT

4.d. Planning Commission
- Becky Hogan

They have recently changed their chair and vice-chair on the Planning Commission. Garrett Waltz is the new Chair and Becky Hogan is the new Vice-Chair. They will have a meeting on February 9, 2023, in Ward 6.

4.e. Oil and Gas Committee
- Brad Pierce:

NO REPORT

Vacancy on Industry Position.

4.f. Business Advisory Board
- Garrett Walls

NO REPORT

4.g. Retail
- Bob Oliva

NO REPORT

4.h. Small Business
- Marcia McGilley

For 2022, businesses had exceeded all the goals for the SBA requirement. The number of clients had 639 sessions over 1,800. They did 69 webinars and events with 900 attendees. They had over 5,000 referrals.

For economic impact, 126 jobs were created, and 156 jobs retained. 11.2 million in terms of capital formation. Sales increased by about 24 million. Government contracts had 20 million. They received 97% of 100 for satisfaction rating in consultation sessions, and 96% in training sessions.

Spanish Language Childcare Class is about in the middle of the course. They had groups of individuals wanting to start childcare co-ops. There were 15 individuals who registered and 11 were continuing.

The Office of Economic Development and International Trade hired a new state Small Business Development Center Director, Hannah Krieger. She was the executive director of Mentor Colorado.

4.i. Visit Aurora

- Bruce Dalton

NO REPORT

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5. CONFIRM NEXT MEETING DATE

Scheduled for March 8, 2023, at 8:30 AM MT.

CM Lawson asked for a presentation and update on opportunity zones as an additional item to the agenda for April.

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6. ADJOURNMENT

APPROVED: _____

Francoise Bergan, Committee Chair

1. **General Business**

8a. UNIFIED DEVELOPMENT ORDINANCE AMENDMENT – TEXT CHANGE TO CREATE A NEW SIGN CATEGORY

The Planning and Business Development Department recommends amending the zoning code within the Unified Development Ordinance (UDO) to allow a new category of sign, "City Property Signs." The proposal would add UDO Subsection 146-4.10.16 to enable this category of signs. The purpose of this category of signs, as described in the proposed definition, is to allow signage on city-owned property, regardless of zone district, that "*advertises or directs attention to a business, profession, commodity, entertainment, service, religious, charitable or non-profit organization, or an activity, product, good, or service that is not located upon or available upon the premises where the sign is located*" functioning like a billboard. The signage would only be allowed with the city's permission and at the city's prerogative as a landowner.

Design elements of signs are regulated in UDO Section 146-4.10. Generally, the sign code specifies the types, quantities, and dimensional aspects, including square footage, height, and minimum setbacks. This new category of signage is an addition to those currently permitted.

This ordinance proposal would permit "City Property Signs" up to 280 square feet and 25 feet tall, which can be 100% electronic message centers (EMC). Please note that if a sign has two or more display faces, the area of all faces will be included in determining the sign's total area. The code proposal also replicates technical criteria from the current EMC section of the sign code, limiting the frequency of message changes to no less than every eight seconds and addressing other technical criteria related to the sign's brightness. Additionally, the proposal mandates a minimum separation of 600 feet between "City Property Signs."

Testimony Given at the Hearing:

Brandon Cammarata, Planning Manager, gave a presentation of the item, including the staff recommendation of approval.

Commissioner Bush asked if a comparison was made against other municipalities and if this makes the City of Aurora more marketable. B. Cammarata responded that a comparison was not done and that the signs will be of a billboard type and will not necessarily be used to market Aurora but businesses within Aurora.

Commissioner Hogan asked who would be constructing the signs. B Cammarata responded the Zoning Code does not specify who builds the signs, but anecdotally, most billboards function through a sign company. Since the signs will be on city property, the city will have the discretion of whether they want to have this kind of sign.

Lena McClelland, City Attorney, added that the city does not regulate content when it comes to signs. The signs will be managed through a revocable license agreement between the city and the sign company and the owners of the signs themselves to use city property for the billboard.

Todd Messenger, Fairfield and Woods, P.C., 1801 California Street Suite 2600, Denver, CO, representing Lamar, spoke in support of the amendment and also explained the kinds of businesses that would be utilizing the billboards. Other uses for the billboards would include advertising local events and other city-related events as well as emergency notifications. T Messenger also noted that the billboards would be revenue generating for both the city and Lamar by selling advertising space as well.

Commissioner Jetchick asked about the timing of the signs, and who approves the content. B Cammarata responded the allowances for these signs will be consistent with the current code, and that the City does not regulate content of signs.

T. Messenger added that Lamar has high standards concerning the content of signs that they manage.

Jeannine Rustad, Director of Planning and Business Development, stated that staff and others have put a lot of thought and work into this amendment and have thought holistically beyond these five signs.

Vice-Chair Hogan asked if the city is only entertaining one company to oversee all of the signs. J Rustad responded that at this time, they are.

Commissioner Hogan asked for clarification if the motion would be a recommendation to the City Council. B Cammarata answered affirmatively.

Planning Commission Results
AGENDA ITEM 8a – ORDINANCE TEXT AMENDMENT TO ADD CITY PROPERTY SIGNS AS A NEW CATEGORY OF SIGNS

A MOTION WAS MADE BY COMMISSIONER BANKA AND SECONDED BY COMMISSIONER BUSH.

MOVE TO RECOMMEND APPROVAL TO THE AURORA CITY COUNCIL OF THE ORDINANCE TEXT AMENDMENT TO THE UDO TO CREATE CITY PROPERTY SIGNS AS A NEW CATEGORY BECAUSE THE PROPOSAL COMPLIES WITH THE REQUIREMENTS OF SECTION 146-5.4.1.C.3.B OF THE UNIFIED DEVELOPMENT ORDINANCE FOR THE FOLLOWING REASONS:

1. THE LIMITED NATURE OF THE PROPOSAL IS NOT ANTICIPATED TO CREATE A CLUTTERED SIGN APPEARANCE ON THE MAJOR STREETS (REF. AUTHENTIC AURORA, PAGE 97.)
2. THE PROPOSAL MAY CONTRIBUTE TO THE PROMOTION OF ECONOMIC GROWTH AND IS NOT ANTICIPATED TO CREATE MATERIAL RISKS TO PUBLIC HEALTH, SAFETY, AND WELFARE.

Further Discussion:
Commissioner Hogan stated support of the recommendation to City Council, even though there will be future challenges.

Commissioner Jetchick stated that when working with the Havana Business Improvement District, it took a lot of work and time to get the initial electronic sign code in place and complimented B Cammarata for the thorough explanation given during the presentation.

MOTION PASSED UNANIMOUSLY.

Unified Development Ordinance Amendment - Text Change to Create a New Sign Category

Project No: DA-2163-21
Public Hearing
Aurora City Council

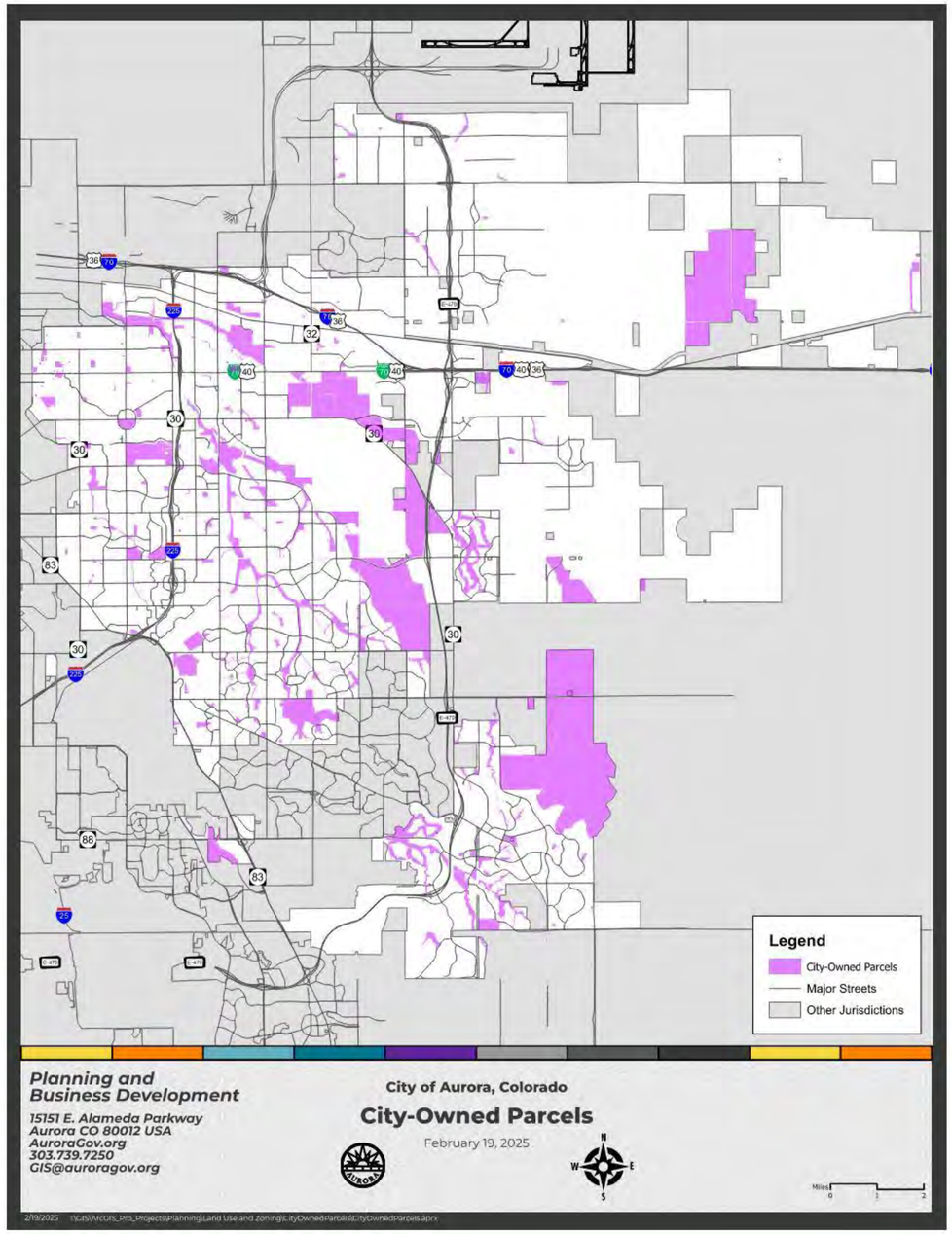
Request

- Recommend Approval to the City Council of the Proposed UDO Amendment
- Create a new Sign Category to be know as City Property Signs

- In accordance with the City of Aurora Zoning Ordinance, Sec. 146-5.4.1.3.b, Ordinance Text Amendments:

- Applicant: City Staff.
- Project Location: Citywide

City Owned Property



Adoption Process

- PED Committee on February 8, 2023, and the Committee agreed to move it forward
- City Council Study Session - March 20, 2023, Study Session, where the Council also moved it forward.
- Resolution 2024-112 – City Council adopted a resolution which directed the city manager to review, amongst other codes, the Unified Development Ordinance for amendments needed to allow digital signs at five locations proposed by Lamar Advertising Company

Proposed Amendment – City property sign

- Off-Premise Signs (Billboard)
- 25’ Tall
- 100% EMC
- 280 Square Feet
- 600 minimum separations of other “city property signs”

- All other signs on city property will continue to be regulated by existing sign allowances,

Proposed Amendment – Comparison to Existing Allowances

Existing (citywide)	Proposed (additional allowance on city property)
50% EMC	100% EMC
12 feet tall	25 feet tall
100 SF per side	280 SF
On-premise advertising	Off-premise advertising

The existing sign allowance shown above is the most typical built in the city. There are circumstances where larger or small signs may be permitted. The purpose of the above comparison is to provide general context to the sign allowance proposed.

Proposed Amendment – Limited Scope

- Limited Scope: The proposal for city property signs is expected to have limited applications. The signs are (1) restricted to city property, (2) subject to the city's discretion, (3) not all locations will be suitable for a sign company to invest in this type of sign, and (4) the signs must be spaced at least 600 feet apart.
- Aurora Places recommends minimizing sign clutter along street corridors.

Approval Criteria

- In compliance with the City of Aurora Zoning Ordinance, Sec. 146-5.4.1.3.b, Ordinance Text Amendments:

  i. The applicant has demonstrated that the proposed Ordinance amendment is consistent with the spirit and intent of the Comprehensive Plan and with other policies and plans adopted by the City Council; and

  a. The change to the Ordinance text is required because of changed conditions or circumstances in all or a portion of the city; or

  b. The change to the Ordinance text is required to address a new or unforeseen threat to the public health, safety, and welfare; or

  c. The change to the Ordinance text is required to promote economic growth and investment that will not create material risks to the public health, safety, and welfare.

Staff Findings

- The limited nature of the proposal is not anticipated to create a cluttered sign appearance on the major streets (ref. Authentic Aurora, page 97.)

- The proposal may contribute to the promotion of economic growth and is not anticipated to create material risks to public health, safety, and welfare.

City of Aurora
Planning Commission Case Report

Project Title: Unified Development Ordinance Amendment Text Change to Create a New Category of Signs - City-Property Signs
Date: February 26, 2025
Development Application Number: DA-2163-21
Case Number: 2018-1006-21
Case Manager: Brandon Cammarata
Applicant: City
General Location: Affects City-owned properties
Ward: City Wide

Project Summary:

The Planning and Business Development Department recommends amending the zoning code within the Unified Development Ordinance (UDO) to allow a new category of sign, "City Property Signs." The proposal would add UDO Subsection 146-4.10.16 to enable this category of signs. The purpose of this category of signs, as described in the proposed definition, is to allow signage on city-owned property, regardless of zone district, that "*advertises or directs attention to a business, profession, commodity, entertainment, service, religious, charitable or non-profit organization, or an activity, product, good, or service that is not located upon or available upon the premises where the sign is located*" functioning like a billboard. The signage would only be allowed with the city's permission and at the city's prerogative as a landowner.

Design elements of signs are regulated in UDO Section 146-4.10. Generally, the sign code specifies the types, quantities, and dimensional aspects, including square footage, height, and minimum setbacks. This new category of signage is an addition to those currently permitted.

This ordinance proposal would permit "City Property Signs" up to 280 square feet and 25 feet tall, which can be 100% electronic message centers (EMC). Please note that if a sign has two or more display faces, the area of all faces will be included in determining the sign's total area. The code proposal also replicates technical criteria from the current EMC section of the sign code, limiting the frequency of message changes to no less than every eight seconds and addressing other technical criteria related to the sign's brightness. Additionally, the proposal mandates a minimum separation of 600 feet between "City Property Signs."

Request:

Recommend Approval of the Ordinance Text Amendment to the Unified Development Ordinance

History/Background:

On August 1, 2024, the Council approved Resolution 2024-112, which directed the city manager to review, amongst other codes, the Unified Development Ordinance for amendments needed to allow digital signs at five locations proposed by Lamar Advertising Company (Lamar). This code amendment is a result of the direction of the City Council in Resolution 2024-112. Before this resolution, the concept brought by Lamar was addressed by the PED Committee on February 8, 2023, and the Committee agreed to move it forward to the March 20, 2023, Study Session, where the Council also moved it forward.

Context:

Limited Scope: The proposal for city property signs is expected to have limited applications. The signs are (1) restricted to city property, (2) subject to the city's discretion, (3) not all locations will be suitable for a sign company to invest in this type of sign, and (4) the signs must be spaced at least 600 feet apart. This aligns with guidance in the comprehensive plan, which recommends minimizing sign clutter along street corridors.

Dimension Comparison: Current allowances for ground signs allow for a maximum of 100 square feet per sign face and heights of up to 12 feet. While some variations are permitted under specific circumstances, most signs adhere to these parameters. This proposal would permit signs up to 25 feet tall and 280 square feet for a single-face sign.

Other signs on City Property: Signs not including the "off-premise" advertising and not approved under the proposed "city property sign" section of the UDO will continue to follow the existing or "standard" sign requirements. Signs approved under these standard sign allowances do not count against the 600-foot minimum spacing requirement proposed for the "city property signs"

Summary of Staff Recommendation:

Recommend approval. (See the last page of the report for the vote.)

Detailed Case Analysis

Public Notification:

Legal notice appeared in the Aurora Sentinel on February 13, 2025.

Conformance with Code Criteria:

1. **Ordinance Text Amendment Approval Criteria -** Ordinance Text Amendment approval criteria are found in Section 146-5.4.1.C.3.b of the UDO as follows:
   1. The proposed Ordinance amendment is consistent with the spirit and intent of the Comprehensive Plan and with other policies and plans adopted by the City Council; and
   (a) The change to the Ordinance text is required because of changed conditions or circumstances in all or a portion of the City; or
   (b) The change to the Ordinance text is required to address a new or unforeseen threat to the public health, safety, and welfare; or
   (c) The change to the Ordinance text is required to promote economic growth and investment that will not create material risks to the public health, safety, and welfare.

   The proposed Ordinance Text Amendment complies with the approval criteria for the following reasons:

   - The limited nature of the proposal is not anticipated to create a cluttered sign appearance on the major streets (ref. Authentic Aurora, page 97.)
   - The proposal may contribute to the promotion of economic growth and is not anticipated to create material risks to public health, safety, and welfare.

Compliance with Comprehensive Plan:

The "Authentic Aurora" section of the Aurora Places document identifies numerous goals relating to creating distinctive destinations, protecting the character and quality of existing neighborhoods, and using quality design. This section of Aurora Places also specifically recommends limiting the number of signs on major streets to avoid a cluttered appearance. With this ordinance, the City will be able to limit the usage of these signs to avoid adding to sign clutter in corridors. The city will also be able to consider the location and design quality.

Exhibits:

Exhibit A – Draft UDO Ordinance for City Property Signs
Exhibit B – Aurora City Council Resolution 2024-112
Exhibit C – Planning & Economic Development Meeting Minutes 2.8.2023

Staff Recommendation:

Agenda Item 8a: Ordinance Text Amendment to add City Property Signs as a new category of signs

Recommend approval to the Aurora City Council of the Ordinance Text Amendment to the UDO to create City Property Signs as a new category sign because the proposal complies with the requirements of Section 146-5.4.1.C.3.b of the Unified Development Ordinance for the following reasons:

- The limited nature of the proposal is not anticipated to create a cluttered sign appearance on the major streets (ref. Authentic Aurora, page 97.)
- The proposal may contribute to the promotion of economic growth and is not anticipated to create material risks to public health, safety, and welfare.

CITY OF AURORA
Council Agenda Commentary

Item Title: Public Invited to be Heard on the 2026 Budget
Item Initiator: Greg Hays, Budget Officer, Finance
Staff Source/Legal Source: Greg Hays, Budget Officer, 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: N/A

Regular Meeting: 3/24/2025

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)

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

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

☐ Approve Item and Move Forward to Study Session

☐ Approve Item and Move Forward to Regular Meeting

☒ Information Only

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

☐ Approve Item as Proposed at Policy Committee

☐ Approve Item as Proposed at Study Session

☐ Approve Item as Proposed at Regular Meeting

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: N/A

Policy Committee Date: N/A

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

☐ Recommends Approval ☐ Does Not Recommend Approval

☐ Forwarded Without Recommendation ☐ Minutes Not Available

☐ Minutes Attached

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

Twice a year, the City Council holds a hearing so that the public may speak to Council concerning the upcoming budget. This year these will occur in March and August of 2025.

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

This is a public hearing to provide the public one of two formal opportunities to speak directly to the City Council on matters concerning the 2026 budget.

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

Information Only

LEGAL COMMENTS

A public hearing on the proposed budget shall be held by the council on a date prior to October 15th. (City Charter Article 11-4). Notice of the time and place of such hearing shall be published one time at least five days prior to the hearing, and copies of the proposed budget shall be made available for use of the public. (Hernandez)

CITY OF AURORA
Council Agenda Commentary

Item Title: Picadilly and Stephen D. Hogan Annexation Findings of Fact
Item Initiator: Cesarina Dancy, Manager, Office of Development Assistance
Staff Source/Legal Source: Justin Andrews, Project Manager, Development Services / Brian Rulla, Asssitant City Attorney
Outside Speaker: N/A
Council Goal: 2012: 5.0--Be a great place to locate, expand and operate a business and provide for well-planned growth and development

COUNCIL MEETING DATES:

Study Session: N/A

Regular Meeting: 3/24/2025

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)

R2025-32 A PUBLIC HEARING AND CONSIDERATION TO APPROVE 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 NE 1/4 OF SECTION 11, TOWNSHIP 4 SOUTH, RANGE 66 WEST OF THE 6TH P.M., COUNTY OF ARAPAHOE, STATE OF COLORADO. 2.589 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 as Proposed at Study Session

☐ Approve Item and Move Forward to Regular Meeting

☒ Approve Item as Proposed at Regular Meeting

☐ Information Only

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

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: N/A

Policy Committee Date: N/A

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

☐ Recommends Approval ☐ Does Not Recommend Approval

☐ Forwarded Without Recommendation ☐ Minutes Not Available

☐ Minutes Attached

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

A petition for annexation was filed with the City Clerk for annexation of a 2.589-acre parcel owned by Triple Creek Capital LLC. This parcel is located at the northwest corner of Picadilly Road and Stephen D. Hogan Parkway (see attached vicinity map).

City Council made a finding of substantial compliance regarding this annexation on February 10, 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 2.589-acre parcel owned by Triple Creek Capital LLC. This parcel is located at the northwest corner of Picadilly Road and Stephen D. Hogan Parkway (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 concurrently with the Annexation Ordinance. The initial zoning follows 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 #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 Resolution?

LEGAL COMMENTS

Upon completion of the public hearing, City Council shall set forth its findings of fact and conclusions by resolution with reference to the following matters:

1) That not less than one-sixth of the perimeter of area proposed to be annexed is contiguous with the City. That the contiguity was not established by use of any boundary of an area which was previously annexed to the City, which at the time of its annexation, was not contiguous at any point with the boundary of the City, was not otherwise in compliance with the annexation statutes, and was located more than three miles from the nearest boundary of the City;
2) That a community of interest exists between the area proposed to be annexed and the City, and that the area is urban or will be urbanized in the near future and that it is capable of being integrated with the City. (This is presumed with required contiguity, but may be rebutted.)
3) That no tract of land held in identical ownership has been divided without the owner's consent, and that no land held in identical ownership, comprising 20 acres or more, is included without the consent of the owner;
4) That no annexation proceedings have been commenced to annex the area to another municipality; that the annexation will not result in the detachment of area from any school district;
5) That the annexation will not have the effect of extending the City boundary more than 3 miles in any one year;
6) That the City has a plan in place for the area;
7) That, if a portion of a platted street or alley is annexed, not less than the entire width of said street or alley shall be included in the area annexed;
8) That no annexation election has been petitioned;
9) That no additional terms or conditions are to be imposed upon the area to be annexed.

Sections 31-12-104 and 31-12-105, Colorado Revised Statutes (Rulla)

RESOLUTION NO. R2025- ____

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 OF SECTION 2 AND THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 4 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ARAPAHOE (Picadilly and Stephen D. Hogan Annexation) 2.589 ACRES

WHEREAS, the City Council of the City of Aurora, Colorado, has found a petition for annexation of the hereinafter described parcel of land to be in substantial compliance with the requirements of Section 31-12-107(1), Colorado Revised Statutes; and

WHEREAS, the City Clerk has provided notice of public hearing on the proposed annexation by publication once a week for four consecutive weeks and by registered mail to the Clerk of the Board of County Commissioners, the County Attorney, the school district, and to any special district having territory in the area to be annexed; and

WHEREAS, the City Council has completed a public hearing to determine if the proposed annexation complies with Sections 31-12-104 and 31-12-105, Colorado Revised Statutes, to establish eligibility for annexation.

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

Section 1. That the City Council of the City of Aurora, Colorado, hereby finds and concludes with regard to the annexation of the territory described in Exhibit A, attached hereto and incorporated herein, that not less than one-sixth of the perimeter of the area proposed to be annexed is contiguous with the existing boundaries of the City of Aurora, Colorado; and therefore, because of such contiguity, a community of interest exists between the territory proposed to be annexed and the City of Aurora; that the territory to be annexed is urban or will be urbanized in the near future; and that the territory proposed to be annexed is integrated or is capable of being integrated with the City of Aurora, Colorado.

Section 2. That the City Council finds and determines that no land held in identical ownership has been divided or included without written consent of the owner thereof; that no annexation proceedings have been commenced by another municipality; that the annexation will not result in the detachment of the area from a school district; that the annexation will not result in the extension of a municipal boundary more than three miles; that the City of Aurora has in place a plan for the area; and that in establishing the boundaries of the area to be annexed, the entire width of any street or alley is included within the area annexed.

Section 3. That an election is not required, and no additional terms or conditions are to be imposed upon the area to be annexed.

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: _____
BRIAN J. RULLA, Assistant City Attorney

Exhibit A
(Legal description of property to be annexed)

A PARCEL OF LAND IN THE SE 1/4 OF SECTION 2 AND THE NE 1/4 OF SECTION 11, TOWNSHIP 4 SOUTH, RANGE 66 WEST OF THE 6TH P.M., COUNTY OF ARAPAHOE, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 11;

THENCE NORTH 0°31'07" WEST, A DISTANCE OF 30.00 FEET;

THENCE SOUTH 89°43'32" WEST, A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 00°31'07" EAST ALONG THE WESTERLY RIGHT-OF-WAY LINE OF NORTH PICCADILLY ROAD, A DISTANCE OF 270.00 FEET TO THE SOUTHEAST CORNER OF A PARCEL RECORDED AT RECEPTION NO. E4009096;

THENCE ALONG THE SOUTHERLY LINE AND THE WESTERLY LINE OF SAID PARCEL AND THE NORTHERLY PROLONGATION THEREOF, THE FOLLOWING TWO (2) COURSES:

1) SOUTH 89°43'32" WEST, A DISTANCE OF 417.70 FEET;

2) NORTH 00°31'07" WEST, A DISTANCE OF 270.00 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF EAST 6TH AVENUE;

THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, NORTH 89°43'32" EAST, A DISTANCE OF 417.70 FEET TO THE POINT OF BEGINNING.

CONTAINING: 112,779 SQUARE FEET OR 2.589 ACRES.

Exhibit A

(Legal Description of property to be annexed)

A PARCEL OF LAND IN THE SE 1/4 OF SECTION 2 AND THE NE 1/4 OF SECTION 11, TOWNSHIP 4 SOUTH, RANGE 66 WEST OF THE 6TH P.M., COUNTY OF ARAPAHOE, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS:

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THENCE SOUTH 89°43'32" WEST, A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING;

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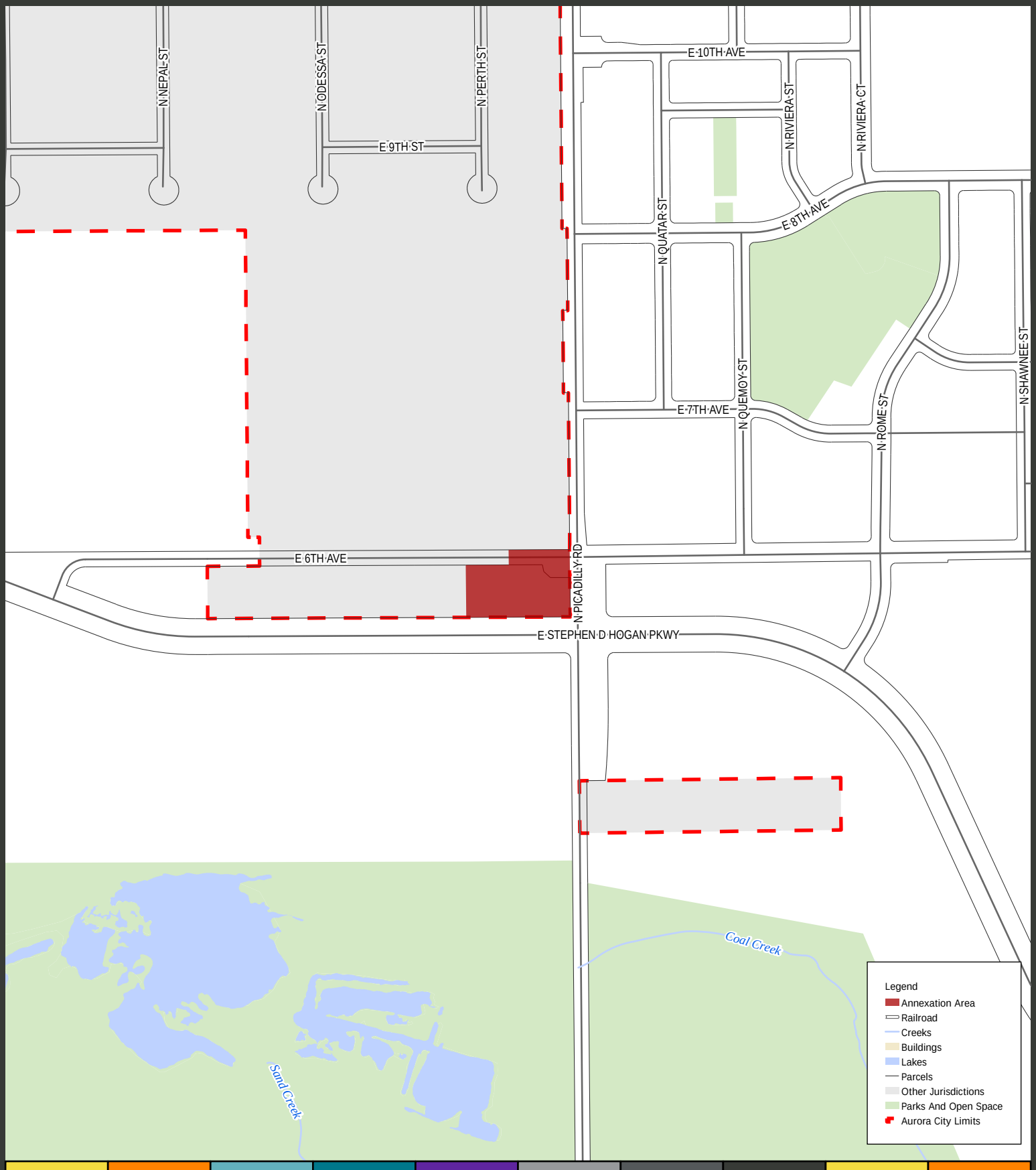
CONTAINING: 112,779 SQUARE FEET OR 2.589 ACRES.



Planning and Business Development

15151 E. Alameda Parkway
Aurora CO 80012 USA
AuroraGov.org
303.739.7250
GIS@auroragov.org

City of Aurora, Colorado

Picadilly and Stephen D. Hogan Pkwy Annexation

January 16, 2025

N
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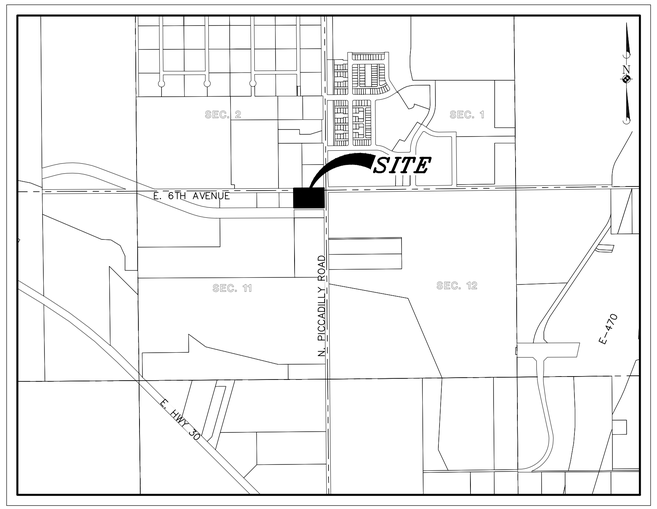
S

Miles
0 0.04 0.08

1/16/2025 I:\GIS\ArcGIS_Pro_Projects\Planning\ODA\ODA_Annexation\ODA_Annexation.aprx

ANNEXATION MAP

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 2 AND THE NORTHEAST QUARTER OF SECTION 11,
ALL IN TOWNSHIP 4 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
COUNTY OF ARAPAHOE, STATE OF COLORADO



VICINITY MAP
T4S, R66W OF THE 6TH P.M.
(1" = 1000')

LEGAL DESCRIPTION (ANNEXATION AREA)

A PARCEL OF LAND IN THE SE 1/4 OF SECTION 2 AND THE NE 1/4 OF SECTION 11, TOWNSHIP 4 SOUTH, RANGE 66 WEST OF THE 6TH P.M., COUNTY OF ARAPAHOE, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 11;
THENCE NORTH 0°31'07" WEST, A DISTANCE OF 30.00 FEET;
THENCE SOUTH 89°43'32" WEST, A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING;
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THENCE ALONG THE SOUTHERLY LINE AND THE WESTERLY LINE OF SAID PARCEL AND THE NORTHERLY PROLONGATION THEREOF, THE FOLLOWING TWO (2) COURSES:

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2) NORTH 00°31'07" WEST, A DISTANCE OF 270.00 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF EAST 6TH AVENUE;

THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, NORTH 89°43'32" EAST, A DISTANCE OF 417.70 FEET TO THE POINT OF BEGINNING.

CONTAINING: 112,779 SQUARE FEET OR 2.589 ACRES.

CITY SIGNATURES

MAYOR	DATE
CITY CLERK	DATE
CITY ENGINEER	DATE
CITY ATTORNEY	DATE
CITY COUNCIL ORDINANCE NO.	EFFECTIVE DATE

SURVEYOR'S CERTIFICATION

I, STACY LYNN JACOBS, 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 STATUTES AND THE CITY OF AURORA, COLORADO CODES APPERTAINING THERETO.

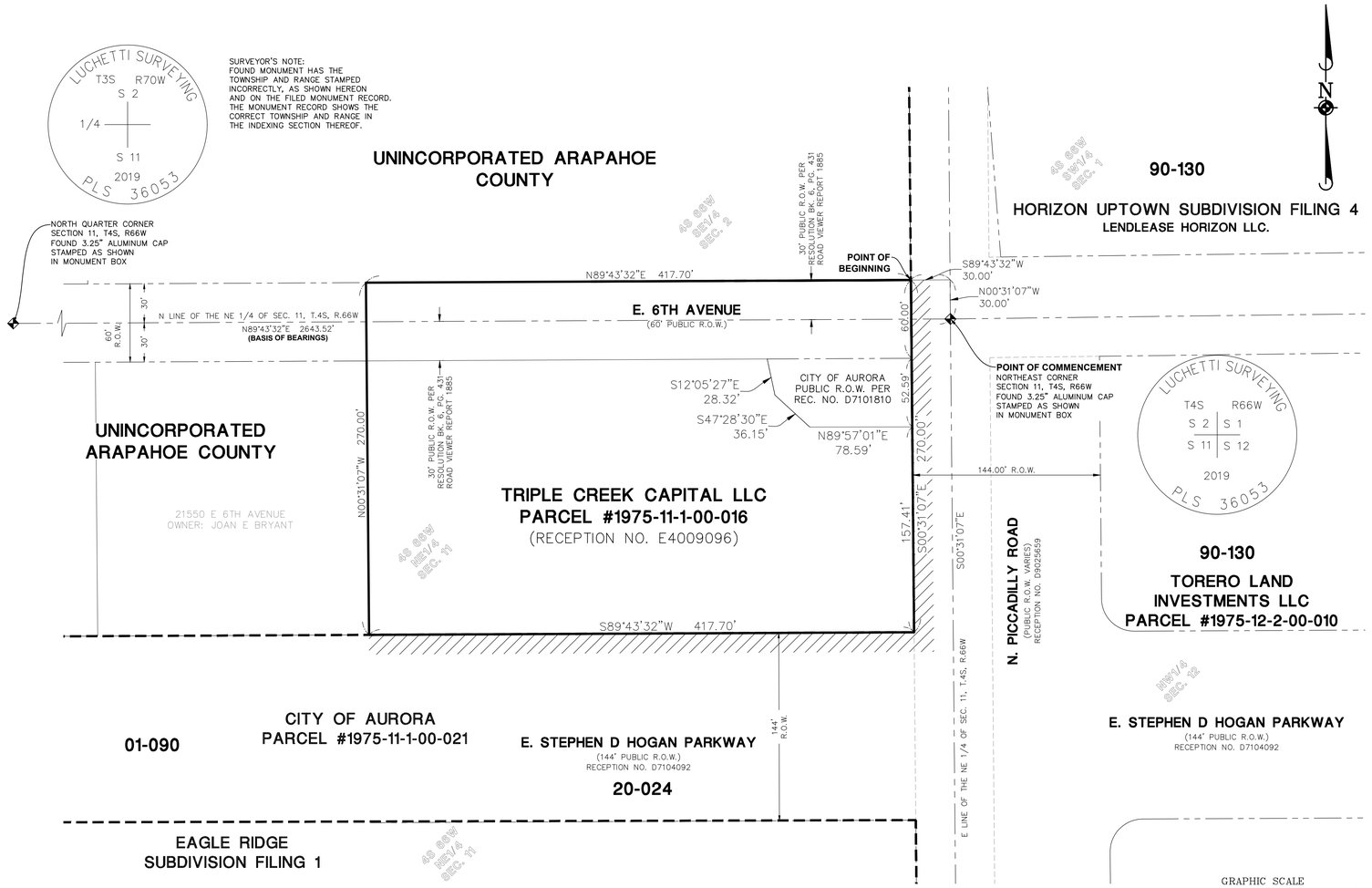
DATE OF PLAT OR MAP: JUNE 5, 2024, REVISED JANUARY 21, 2025

COLORADO LICENSED LYNN JACOBS 38495 PROFESSIONAL LAND SURVEYOR
38495
2/10/2025

STACY LYNN JACOBS, PLS
COLORADO REG NO. 38495
FOR AND ON BEHALF OF MANHARD CONSULTING
7600 E. ORCHARD ROAD, SUITE 150-N
GREENWOOD VILLAGE, COLORADO 80111
(303) 708-0500

LUCHETTI SURVEYING
T3S R70W
S 2
1/4
S 11
2019
PLS 36053

SURVEYOR'S NOTE:
FOUND MONUMENT HAS THE TOWNSHIP AND RANGE STAMPED INCORRECTLY, AS SHOWN HEREON AND ON THE FILED MONUMENT RECORD. THE MONUMENT RECORD SHOWS THE CORRECT TOWNSHIP AND RANGE IN THE INDEXING SECTION THEREOF.



LEGEND

- = FOUND SECTION CORNER AS NOTED
- = ANNEXATION BOUNDARY LINE
- = RIGHT-OF-WAY LINE
- = RIGHT-OF-WAY LINE (VACATED)
- = CITY OF AURORA CONTIGUOUS BOUNDARY
- = EXISTING CITY OF AURORA ANNEXATION BOUNDARIES
- = SECTION LINE
- = ADJACENT PARCEL LINE

SITE INFORMATION

TOTAL PERIMETER	1,375.4 FEET
CONTIGUOUS PERIMETER	687.7 FEET
TOTAL SITE AREA	112,779 SQUARE FEET (2.589 ACRES)
MINIMUM REQUIRED CONTIGUITY	229.2 FEET
PERCENT CONTIGUOUS BOUNDARY	50%

NOTES

1. NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON PURSUANT TO STATE STATUE 13-80-105 C.R.S.
2. ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DEFACES ANY PUBLIC LAND SURVEY MONUMENT OR LAND BOUNDARY MONUMENT OR ACCESSORY, COMMITS A CLASS TWO (2) MISDEMEANOR PURSUANT TO STATE STATUTE 18-4-508, C.R.S.
3. THE LINEAL UNIT USED IN THE PREPARATION OF THIS SURVEY IS THE U.S. SURVEY FOOT AS DEFINED BY THE UNITED STATES DEPARTMENT OF COMMERCE, NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY, 1200/3937 METERS.
4. BASIS OF BEARINGS: THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 11, T.4S, R.66 WEST OF THE SIXTH PRINCIPAL MERIDIAN IS ASSUMED TO BEAR NORTH 89°43'32" EAST, BASED ON NAD83 (2011) COLORADO STATE PLANE CENTRAL ZONE (502) COORDINATES, AS MONUMENTED ON THE BOTH ENDS BY A 3.25" ALUMINUM CAP STAMPED LUCHETTI SURVEYING, PLS 36053, 2019"
5. THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY MANHARD CONSULTING TO DETERMINE OWNERSHIP OR EASEMENTS OF RECORD. FOR ALL INFORMATION REGARDING EASEMENTS, RIGHTS-OF-WAY, AND TITLE OF RECORD, MANHARD CONSULTING RELIED UPON THE TITLE COMMITMENT PREPARED BY FIDELITY NATIONAL TITLE, NATIONAL COMMERCIAL SERVICES, ORDER NUMBER N0036947-020-LM1-DK2, WITH A COMMITMENT DATE OF JANUARY 31, 2024.

DRAWN BY	DATE	REVISIONS
SLJ	1/31/25	REVISE BOUNDARY OF ANNEXATION PARCEL
MKW	1/29/25	ADD MONUMENT STAMP INFORMATION
MKW	1/21/25	CITY COMMENTS
MKW	10/1/24	FIRST SUBMITTAL COMMENTS
MKW	7/22/24	CLIENT COMMENTS
MKW	7/17/24	UPDATE PER CLIENT AND CITY COMMENTS

Manhard CONSULTING
7600 East Orchard Road, Suite 150-N, Greenwood Village, CO 80111 ph:303.708.0500 manhard.com
Civil Engineering & Consulting | Surveying | Water Resource Management | Construction Management

6TH AVENUE & PICCADILLY ROAD
COUNTY OF ARAPAHOE, STATE OF COLORADO
ANNEXATION MAP

PROJ. MGR.: SLJ
PROJ. ASSOC.: SLJ
DRAWN BY: ALM/JDM
DATE: 05/29/2024
SCALE: N/A

SHEET 1 OF 1

GBC.AUC001.02

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Saturday, May 10, 2025 - 11:14 Data Name: \\Vnic-davnas\Projects-DNV\Documents\Data\Eng\Final Drawings\Exhibits Eng\Annexation Map--updated vicinity map.dwg Updated By: AMounts

CITY OF AURORA
Council Agenda Commentary

Item Title: Picadilly and Stephen D. Hogan 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
Council Goal: 2012: 5.0--Be a great place to locate, expand and operate a business and provide for well-planned growth and development

COUNCIL MEETING DATES:

Study Session: N/A

Regular Meeting: 3/24/2025

2nd Regular Meeting (if applicable): 4/7/2025

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)

2025-38 FOR AN ORDINANCE ANNEXING A PARCEL OF LAND LOCATED IN THE NE 1/4 OF SECTION 11, TOWNSHIP 4 SOUTH, RANGE 66 WEST OF THE 6TH P.M., COUNTY OF ARAPAHOE, STATE OF COLORADO. 2.589 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 as Proposed at Study Session

☐ Approve Item and Move Forward to Regular Meeting

☒ Approve Item as Proposed at Regular Meeting

☐ Information Only

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

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: N/A

Policy Committee Date: N/A

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

☐ Recommends Approval ☐ Does Not Recommend Approval

☐ Forwarded Without Recommendation ☐ Minutes Not Available

☐ Minutes Attached

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

A petition for annexation was filed with the City Clerk for annexation of a 2.589-acre parcel owned by Triple Creek Capital LLC. This parcel is located at the northwest corner of Picadilly Road and Stephen D. Hogan Parkway (see attached vicinity map).

City Council made a finding of substantial compliance regarding this annexation on February 10, 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 2.589-acre parcel owned by Triple Creek Capital LLC. This parcel is located at the northwest corner of Picadilly Road and Stephen D. Hogan Parkway (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 concurrently with the Annexation Ordinance. The initial zoning follows 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 #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 OF SECTION 2 AND THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 4 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ARAPAHOE (Picadilly and Stephen D. Hogan Annexation) 2.589 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 Arapahoe, 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 2025.

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: _____
BRIAN J. RULLA, Assistant City Attorney

Exhibit A
(Legal description of property to be annexed)

A PARCEL OF LAND IN THE SE 1/4 OF SECTION 2 AND THE NE 1/4 OF SECTION 11, TOWNSHIP 4 SOUTH, RANGE 66 WEST OF THE 6TH P.M., COUNTY OF ARAPAHOE, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 11;

THENCE NORTH 0°31'07" WEST, A DISTANCE OF 30.00 FEET;

THENCE SOUTH 89°43'32" WEST, A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 00°31'07" EAST ALONG THE WESTERLY RIGHT-OF-WAY LINE OF NORTH PICCADILLY ROAD, A DISTANCE OF 270.00 FEET TO THE SOUTHEAST CORNER OF A PARCEL RECORDED AT RECEPTION NO. E4009096;

THENCE ALONG THE SOUTHERLY LINE AND THE WESTERLY LINE OF SAID PARCEL AND THE NORTHERLY PROLONGATION THEREOF, THE FOLLOWING TWO (2) COURSES:

1) SOUTH 89°43'32" WEST, A DISTANCE OF 417.70 FEET;

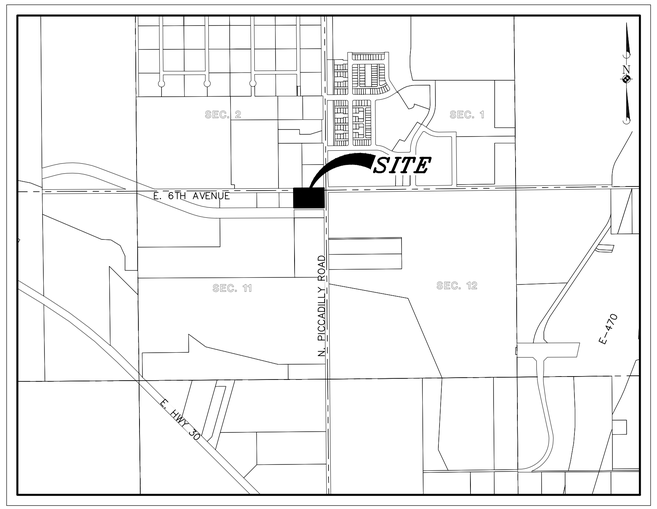
2) NORTH 00°31'07" WEST, A DISTANCE OF 270.00 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF EAST 6TH AVENUE;

THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, NORTH 89°43'32" EAST, A DISTANCE OF 417.70 FEET TO THE POINT OF BEGINNING.

CONTAINING: 112,779 SQUARE FEET OR 2.589 ACRES.

ANNEXATION MAP

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 2 AND THE NORTHEAST QUARTER OF SECTION 11,
ALL IN TOWNSHIP 4 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
COUNTY OF ARAPAHOE, STATE OF COLORADO



VICINITY MAP
T4S, R66W OF THE 6TH P.M.
(1" = 1000')

LEGAL DESCRIPTION (ANNEXATION AREA)

A PARCEL OF LAND IN THE SE 1/4 OF SECTION 2 AND THE NE 1/4 OF SECTION 11, TOWNSHIP 4 SOUTH, RANGE 66 WEST OF THE 6TH P.M., COUNTY OF ARAPAHOE, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS:

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CONTAINING: 112,779 SQUARE FEET OR 2.589 ACRES.

CITY SIGNATURES

MAYOR	DATE
CITY CLERK	DATE
CITY ENGINEER	DATE
CITY ATTORNEY	DATE
CITY COUNCIL ORDINANCE NO.	EFFECTIVE DATE

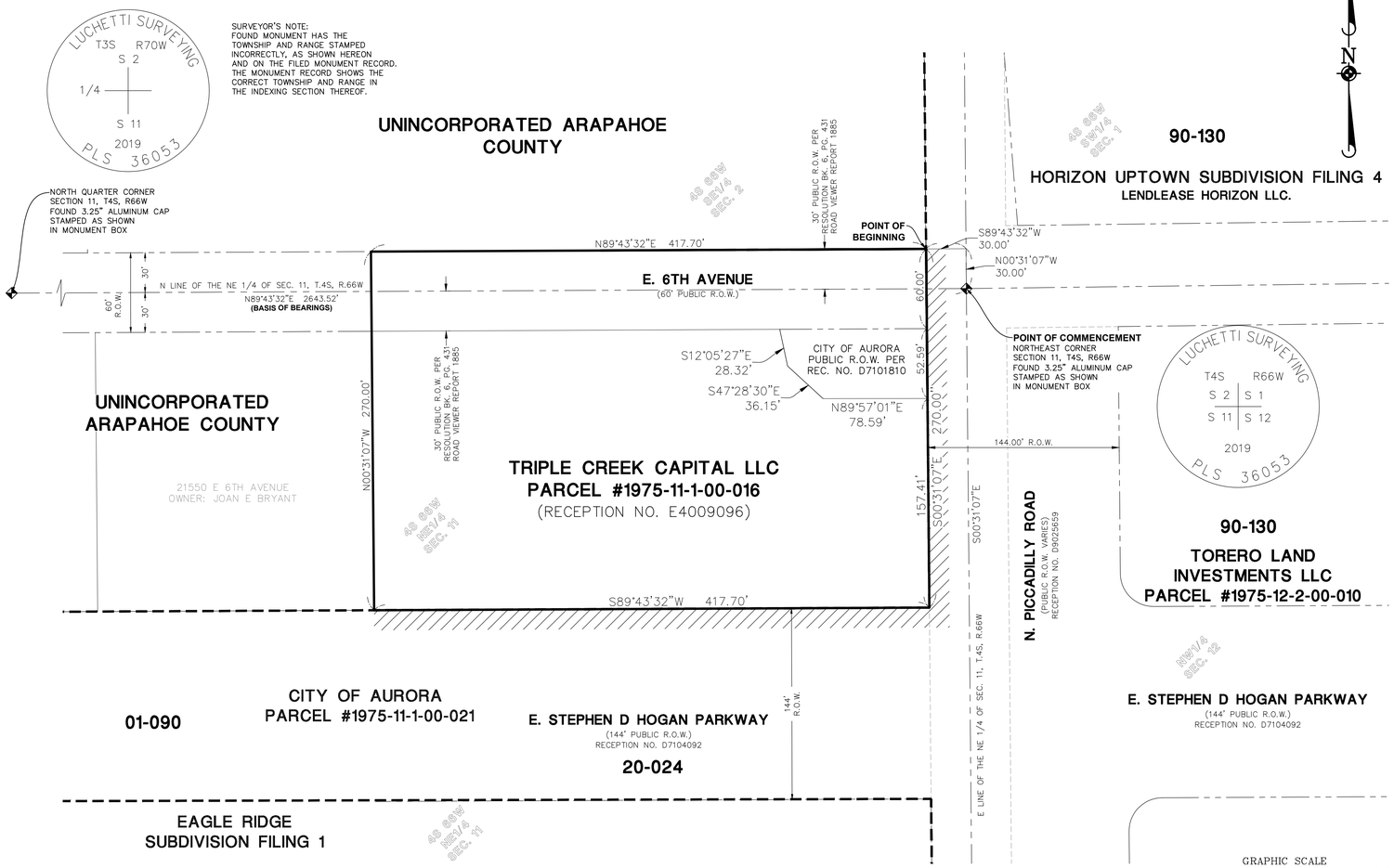
SURVEYOR'S CERTIFICATION

I, STACY LYNN JACOBS, 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 STATUTES AND THE CITY OF AURORA, COLORADO CODES APPERTAINING THERETO.

DATE OF PLAT OR MAP: JUNE 5, 2024, REVISED JANUARY 21, 2025

COLORADO LICENSED LYNN JACOBS 38495 2/10/2025 PROFESSIONAL LAND SURVEYOR

STACY LYNN JACOBS, PLS
COLORADO REG NO. 38495
FOR AND ON BEHALF OF MANHARD CONSULTING
7600 E. ORCHARD ROAD, SUITE 150-N
GREENWOOD VILLAGE, COLORADO 80111
(303) 708-0500



LEGEND

- = FOUND SECTION CORNER AS NOTED
- = ANNEXATION BOUNDARY LINE
- = RIGHT-OF-WAY LINE
- = RIGHT-OF-WAY LINE (VACATED)
- = CITY OF AURORA CONTIGUOUS BOUNDARY
- = EXISTING CITY OF AURORA ANNEXATION BOUNDARIES
- = SECTION LINE
- = ADJACENT PARCEL LINE

SITE INFORMATION

TOTAL PERIMETER	1,375.4 FEET
CONTIGUOUS PERIMETER	687.7 FEET
TOTAL SITE AREA	112,779 SQUARE FEET (2.589 ACRES)
MINIMUM REQUIRED CONTIGUITY	229.2 FEET
PERCENT CONTIGUOUS BOUNDARY	50%

NOTES

1. NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON PURSUANT TO STATE STATUE 13-80-105 C.R.S.
2. ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DEFACES ANY PUBLIC LAND SURVEY MONUMENT OR LAND BOUNDARY MONUMENT OR ACCESSORY, COMMITS A CLASS TWO (2) MISDEMEANOR PURSUANT TO STATE STATUTE 18-4-508, C.R.S.
3. THE LINEAL UNIT USED IN THE PREPARATION OF THIS SURVEY IS THE U.S. SURVEY FOOT AS DEFINED BY THE UNITED STATES DEPARTMENT OF COMMERCE, NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY, 1200/3937 METERS.
4. BASIS OF BEARINGS: THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 11, T.4S, R.66 WEST OF THE SIXTH PRINCIPAL MERIDIAN IS ASSUMED TO BEAR NORTH 89°43'32" EAST, BASED ON NAD83 (2011) COLORADO STATE PLANE CENTRAL ZONE (502) COORDINATES, AS MONUMENTED ON THE BOTH ENDS BY A 3.25" ALUMINUM CAP STAMPED LUCHETTI SURVEYING, PLS 36053, 2019"
5. THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY MANHARD CONSULTING TO DETERMINE OWNERSHIP OR EASEMENTS OF RECORD. FOR ALL INFORMATION REGARDING EASEMENTS, RIGHTS-OF-WAY, AND TITLE OF RECORD, MANHARD CONSULTING RELIED UPON THE TITLE COMMITMENT PREPARED BY FIDELITY NATIONAL TITLE, NATIONAL COMMERCIAL SERVICES, ORDER NUMBER N0036947-020-LM1-DK2, WITH A COMMITMENT DATE OF JANUARY 31, 2024.

DRAWN BY	DATE	REVISIONS
SLJ	1/31/25	REVISE BOUNDARY OF ANNEXATION PARCEL
MKW	1/29/25	ADD MONUMENT STAMP INFORMATION
MKW	1/21/25	CITY COMMENTS
MKW	10/1/24	FIRST SUBMITTAL COMMENTS
MKW	7/22/24	CLIENT COMMENTS
MKW	7/17/24	UPDATE PER CLIENT AND CITY COMMENTS

Manhard CONSULTING
7600 East Orchard Road, Suite 150-N, Greenwood Village, CO 80111 ph:303.708.0500 manhard.com
Civil Engineering & Consulting | Surveying | Water Resource Management | Construction Management

6TH AVENUE & PICCADILLY ROAD
COUNTY OF ARAPAHOE, STATE OF COLORADO
ANNEXATION MAP

PROJ. MGR.: SLJ
PROJ. ASSOC.: SLJ
DRAWN BY: ALM/JDM
DATE: 05/29/2024
SCALE: N/A

SHEET 1 OF 1

GBC.AUC001.02

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Saturday, May 10, 2025 - 11:14 Data Name: \\mhc-denvco\Projects-DNV\Geoscott\data\Eng\Final Drawings\Exhibits Eng\Annexation Map--updated vicinity map.dwg Updated By: AMounts

Exhibit A

(Legal Description of property to be annexed)

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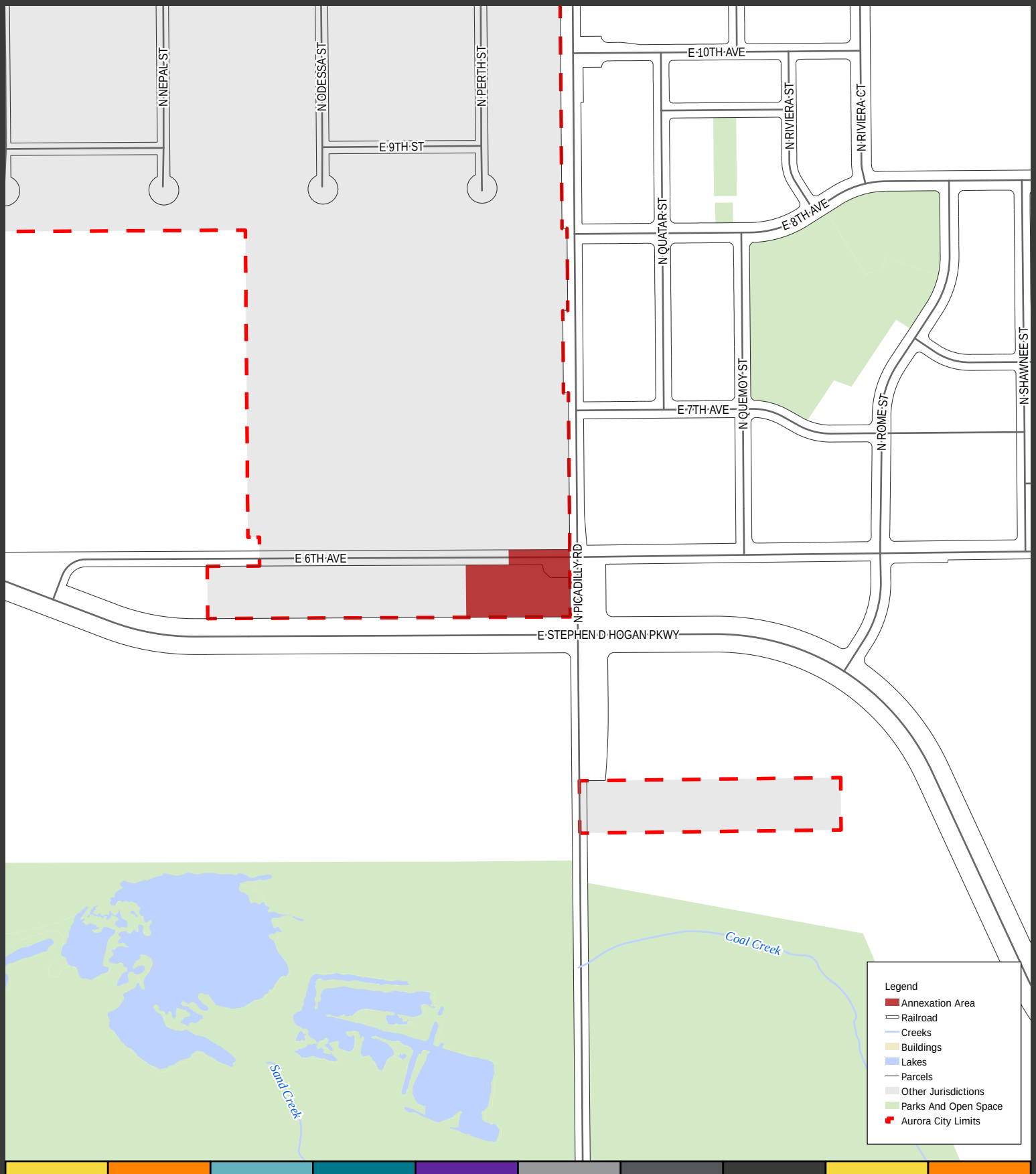


Planning and Business Development

15151 E. Alameda Parkway
Aurora CO 80012 USA
AuroraGov.org
303.739.7250
GIS@auroragov.org

City of Aurora, Colorado

Picadilly and Stephen D. Hogan Pkwy Annexation

January 16, 2025

1/16/2025 I:\GIS\ArcGIS_Pro_Projects\Planning\ODA\ODA_Annexation\ODA_Annexation.aprx

CITY OF AURORA
Council Agenda Commentary

Item Title: Picadilly and Stephen D. Hogan Annexation- Zoning Map Amendment
Item Initiator: Stephen Gubrud, Planner II, Planning and Business Development
Staff Source/Legal Source: Stephen Gubrud, Planner II, Plannning and Business Development / Lena McClelland, 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: 3/24/2025

2nd Regular Meeting (if applicable): 4/7/2024

Item requires a Public Hearing: ☒ Yes ☐ No

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

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

2025-39 A PUBLIC HEARING AND CONSIDERATION OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, INITIALLY ZONING A PARCEL OF LAND MEASURING 2.59 ACRES MORE OR LESS NORTHWEST OF THE INTERSECTION OF STEPHEN D HOGAN PARKWAY AND PICADILLY ROAD TO MIXED USE CORRIDOR DISTRICT (MU-C) AND AMENDING THE ZONING MAP ACCORDINGLY
Stephen Gubrud, Planner II, Planning and Business Development / Lena McClelland, Assistant City Attorney

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

☐ Approve Item and Move Forward to Study Session
☐ Approve Item as Proposed at Policy Committee
☐ Approve Item and Move Forward to Regular Meeting
☐ Approve Item as Proposed at Study Session
☐ Information Only
☒ Approve Item as Proposed at Regular Meeting
☐ Approve Item with Waiver of Reconsideration
Reason for waiver is described in the Item Details field above.

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Planning and Zoning Commission

Policy Committee Date: 2/26/2025

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 heard the applicant's request for a Zoning Map Amendment in a public hearing on February 26, 2025 and voted unanimously (5-0) to recommend approval to City Council. Please find the attached Planning Commission meeting minutes under Exhibit D.

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

The applicant's agent, PCS Group, on behalf of Triple Creek Capital LLC, requests approval of a Zoning Map Amendment for the initial zoning of approximately 2.59-acres as MU-C (Mixed-Use Corridor). This initial zoning application is being requested along with an annexation for the same area. The subject parcel is located on the northwest corner of the intersection of Picadilly Rd. and E Stephen D Hogan Pkwy. This property is located within the Commercial Hub placetype according to the Aurora Places comprehensive plan and is bordered by the Urban District placetype to the east. The subject property is bordered by the MU-C zone district to the south, the MU-R (Mixed-Use Regional) zone district to the east, and unincorporated Arapahoe County to the north and west. There is also a portion of nearby R-2 (Residential - Medium Density District) zoning to the northeast.

The requested MU-C zoning designation allows for a wide variety of commercial and retail uses as well as some limited residential options. The intended use for this parcel, according to the applicant, is for development of a commercial pad site. No existing primary structure would be displaced as a result of this proposal or subsequent development. Commercial retail and services are identified as a primary land use of the Commercial Hub placetype within the Aurora Places comprehensive plan. The site is at the intersection of two major arterial streets with new development occurring in surrounding areas. The site is also near two highway interchanges with the new Picadilly/I-70 interchange about a mile to the north and the Stephen D. Hogan/E-470 interchange to the east. Furthermore, commercial retail and/or service uses would meet the described purpose of the MU-C zone district which is to "provide retail goods and services to satisfy the household and personal needs of the residents of nearby residential 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.)

BUDGETED EXPENDITURE IMPACT

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

NON-BUDGETED EXPENDITURE IMPACT

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

WORKLOAD IMPACT

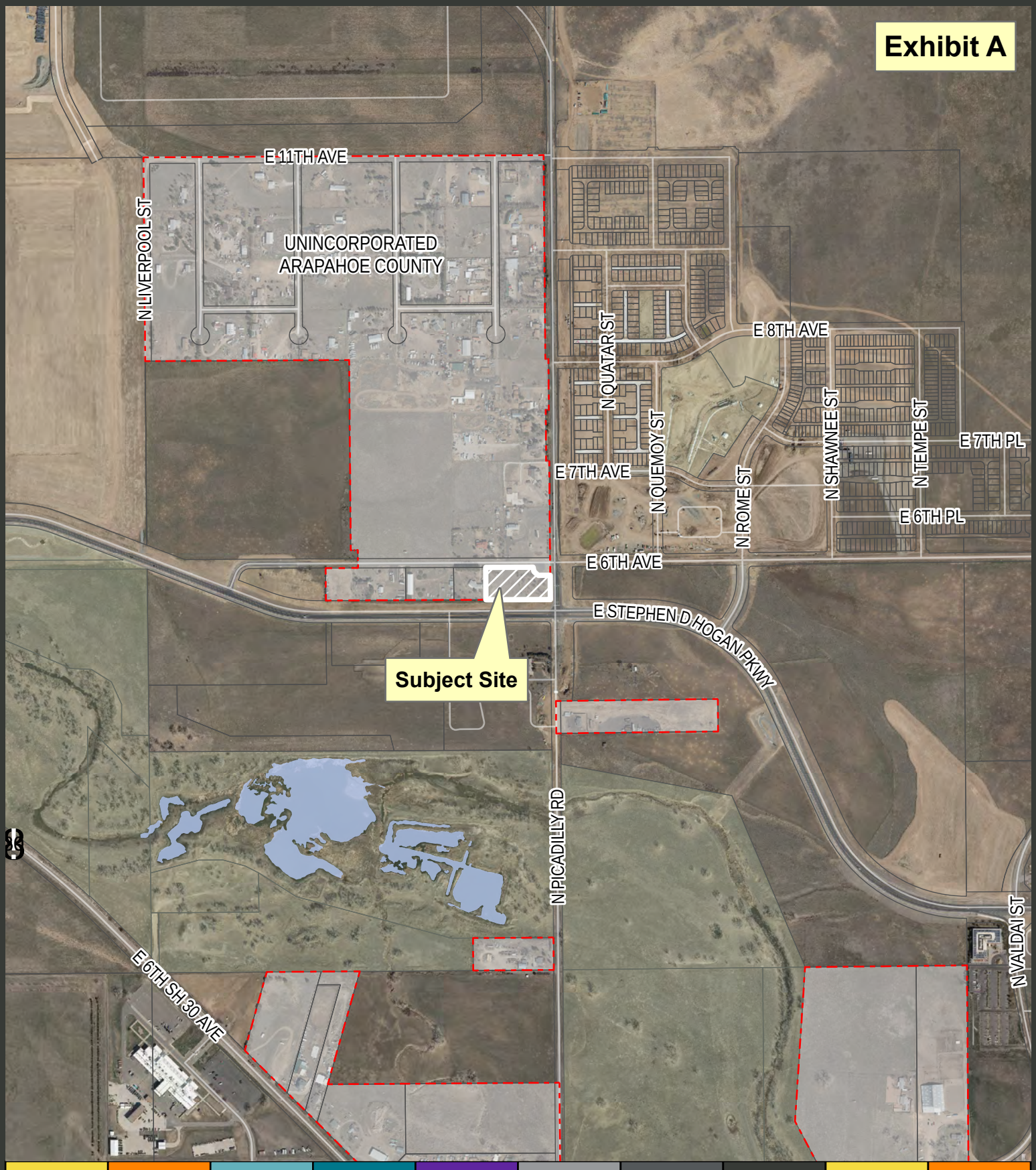
Provide the workload impact or N/A if no impact. (Will more staff be needed or is the change absorbable? If new FTE(s) are needed, provide numbers and types of positions, and a duty summary. Provide additional detail as necessary.)

QUESTIONS FOR COUNCIL

Does the City Council wish to approve the Zoning Map Amendment to initially zone the property to the MU-C District?

LEGAL COMMENTS

The City Council is the governing body of the City and has the authority to approve the Official Zoning Map and amendments to that map. (UDO §146-5.1.1.B)
The City Council shall conduct a public hearing on the application. (UDO §146-5.4.1.C.2.c)
Changes to the Zoning Map for individual parcels shall only be approved if City Council finds that the change to the Zoning Map is required because of changed conditions or circumstances on the property or the surrounding area and (a) the applicant has demonstrated that the proposed rezoning is consistent with the spirit and intent of the Comprehensive Plan, the other policies and plans adopted by the City Council, and with the purpose statement of the proposed new zone district(s); (b) the applicant has demonstrated that the size, scale, height, density, and multi-modal traffic impacts of the proposed rezoning are compatible with surrounding development or can be made compatible through approval conditions; and (c) the application demonstrates that the change in zoning 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. (UDO §146-5.4.1.C.3.a.ii) (McClelland)



Planning and Business Development

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City of Aurora, Colorado

Picadilly and Stephen D Hogan Annexation
Zoning Map Amendment

Miles 0 0.05 0.1

Case Number: 2025-2000-00
Development Application: #2404-00

2/20/2025 I:\GIS\ArcGIS_Pro_Projects\Planning\Development Review\Data Services\VicinityMap_Pro\VicinityMap_Pro_Arial.aprx

ORDINANCE NO. 2025- ____

A BILL

FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, INITIALLY ZONING A PARCEL OF LAND MEASURING 2.589 ACRES, MORE OR LESS, LOCATED NORTHWEST OF THE INTERSECTION OF STEPHEN D HOGAN PARKWAY AND PICADILLY ROAD TO MIXED-USE CORREDOR DISTRICT AND AMENDING THE ZONING MAP ACCORDINGLY (THE PICADILLY AND STEPHEN D HOGAN ANNEXATION ZONING MAP AMENDMENT)

WHEREAS, the applicant has requested that approximately 2.589 acres of land, more or less, generally located northwest of the intersection of Stephen D Hogan Parkway and Picadilly Road to Mixed-Use Corridor District (MU-C); and

WHEREAS, Section 146-5.4.1.C.3 of the City Code provides that all applications for the initial zoning of property within the City of Aurora, Colorado (the "City"), shall be presented for a public hearing, both to the Planning and Zoning Commission, who shall render a recommendation to City Council, and to City Council for final decision; and

WHEREAS, on February 26, 2025, following a public hearing, the Planning and Zoning Commission voted to recommend the zoning of the parcel.

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

Section 1. Based on the evidence presented at tonight's public hearing, City Council finds and determines that: the zoning is consistent with the spirit and intent of the Comprehensive Plan, is compatible with surrounding development, and would not result in a significant dislocation of tenants or occupants of the property.

Section 2. The parcel, as more particularly described in "Exhibit A," attached hereto and incorporated herein, is hereby zoned Mixed-Use Corridor District (MU-C), and the City zoning map is hereby amended in accordance with said zoning.

Section 3. All ordinances or parts of ordinances of the City in conflict herewith are expressly repealed. This repealer shall not be construed as reviving any resolution, ordinance, or part thereof, heretofore repealed.

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.

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 BY CITY ATTORNEY PETE SCHULTE:

Lena McClelland RLA
_____
LENA MCCLELLAND, Assistant City Attorney

LEGAL DESCRIPTION

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THENCE SOUTH 00°31'07" EAST ALONG THE WESTERLY RIGHT-OF-WAY LINE OF NORTH PICCADILLY ROAD, A DISTANCE OF 270.00 FEET TO THE SOUTHEAST CORNER OF A PARCEL RECORDED AT RECEPTION NO. E4009096;

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THENCE ALONG THE SOUTHERLY, WESTERLY, AND NORTHERLY LINES OF SAID PARCEL THE FOLLOWING THREE (3) COURSES:

1) THENCE SOUTH 89°43'32" WEST, A DISTANCE OF 417.70 FEET;

2) THENCE NORTH 0°31'07" WEST, A DISTANCE OF 210.00 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF EAST 6TH AVENUE;

3) THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, NORTH 89°43'32" EAST, A DISTANCE OF 172.70 FEET;

THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY LINE, NORTH 0°31'07" WEST, A DISTANCE OF 60.00 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF EAST 6TH AVENUE;

THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY, NORTH 89°43'32" EAST, A DISTANCE OF 245.00 FEET TO THE **POINT OF BEGINNING.**

CONTAINING: 102,417 SQUARE FEET OR 2.351 ACRES.

ALL LINEAL DISTANCES ARE REPRESENTED IN U.S. SURVEY FEET.

Manhard Consulting • 7600 East Orchard Road, Suite 150-N, Greenwood Village, CO 80111 • 303.708.0500 • manhard.com
COLORADO | ILLINOIS | NEVADA | TEXAS | WISCONSIN

EXHIBIT B

ANNEXATION MAP

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 2 AND THE NORTHEAST QUARTER OF SECTION 11,
ALL IN TOWNSHIP 4 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
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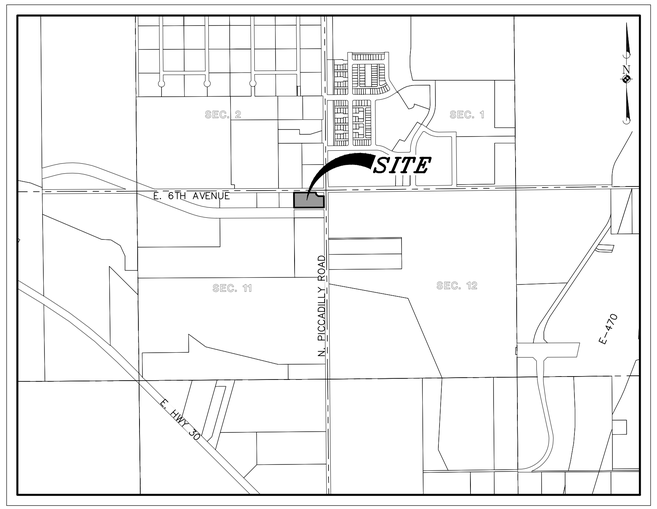

VICINITY MAP
T4S, R66W OF THE 6TH P.M.
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THENCE SOUTH 89°43'32" WEST, A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING;
THENCE SOUTH 00°31'07" EAST ALONG THE WESTERLY RIGHT-OF-WAY LINE OF NORTH PICCADILLY ROAD, A DISTANCE OF 270.00 FEET TO THE SOUTHEAST CORNER OF A PARCEL RECORDED AT RECEPTION NO. E4009096;
THENCE ALONG THE SOUTHERLY LINE AND THE WESTERLY LINE OF SAID PARCEL AND THE NORTHERLY PROLONGATION THEREOF, THE FOLLOWING TWO (2) COURSES:

1) SOUTH 89°43'32" WEST, A DISTANCE OF 417.70 FEET;
2) NORTH 00°31'07" WEST, A DISTANCE OF 270.00 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF EAST 6TH AVENUE;

THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, NORTH 89°43'32" EAST, A DISTANCE OF 417.70 FEET TO THE POINT OF BEGINNING.

CONTAINING: 112,779 SQUARE FEET OR 2.589 ACRES.

CITY SIGNATURES

MAYOR	DATE
CITY CLERK	DATE
CITY ENGINEER	DATE
CITY ATTORNEY	DATE
CITY COUNCIL ORDINANCE NO.	EFFECTIVE DATE

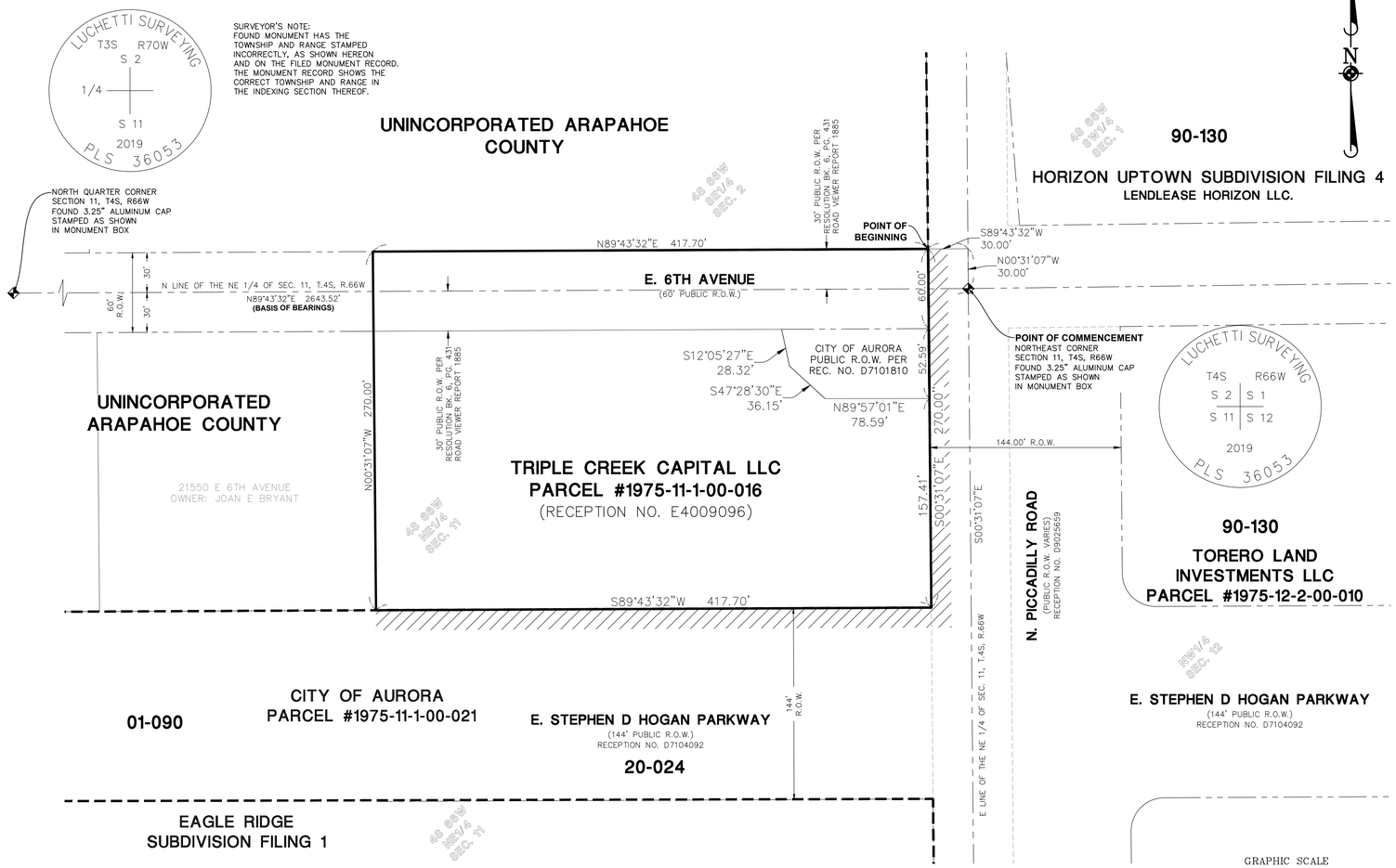
SURVEYOR'S CERTIFICATION

I, STACY LYNN JACOBS, 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 STATUTES AND THE CITY OF AURORA, COLORADO CODES APPERTAINING THERETO.

DATE OF PLAT OR MAP: JUNE 5, 2024, REVISED JANUARY 21, 2025

COLORADO LICENSED STACY LYNN JACOBS 38495 2/03/2025 PROFESSIONAL LAND SURVEYOR

STACY LYNN JACOBS, PLS
COLORADO REG NO. 38495
FOR AND ON BEHALF OF MANHARD CONSULTING
7600 E. ORCHARD ROAD, SUITE 150-N
GREENWOOD VILLAGE, COLORADO 80111
(303) 708-0500



LEGEND

- = FOUND SECTION CORNER AS NOTED
- = ANNEXATION BOUNDARY LINE
- = RIGHT-OF-WAY LINE
- = RIGHT-OF-WAY LINE (VACATED)
- = CITY OF AURORA CONTIGUOUS BOUNDARY
- = EXISTING CITY OF AURORA ANNEXATION BOUNDARIES
- = SECTION LINE
- = ADJACENT PARCEL LINE

SITE INFORMATION

TOTAL PERIMETER	1,375.4 FEET
CONTIGUOUS PERIMETER	687.7 FEET
TOTAL SITE AREA	102,417 SQUARE FEET (2.351 ACRES)
MINIMUM REQUIRED CONTIGUITY	229.2 FEET
PERCENT CONTIGUOUS BOUNDARY	50%

NOTES

1. NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON PURSUANT TO STATE STATUE 13-80-105 C.R.S.
2. ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DEFACES ANY PUBLIC LAND SURVEY MONUMENT OR LAND BOUNDARY MONUMENT OR ACCESSORY, COMMITS A CLASS TWO (2) MISDEMEANOR PURSUANT TO STATE STATUTE 18-4-508, C.R.S.
3. THE LINEAL UNIT USED IN THE PREPARATION OF THIS SURVEY IS THE U.S. SURVEY FOOT AS DEFINED BY THE UNITED STATES DEPARTMENT OF COMMERCE, NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY, 1200/3937 METERS.
4. BASIS OF BEARINGS: THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 11, T.4S, R.66 WEST OF THE SIXTH PRINCIPAL MERIDIAN IS ASSUMED TO BEAR NORTH 89°43'32" EAST, BASED ON NAD83 (2011) COLORADO STATE PLANE CENTRAL ZONE (502) COORDINATES, AS MONUMENTED ON THE BOTH ENDS BY A 3.25" ALUMINUM CAP STAMPED LUCHETTI SURVEYING, PLS 36053, 2019"
5. THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY MANHARD CONSULTING TO DETERMINE OWNERSHIP OR EASEMENTS OF RECORD. FOR ALL INFORMATION REGARDING EASEMENTS, RIGHTS-OF-WAY, AND TITLE OF RECORD, MANHARD CONSULTING RELIED UPON THE TITLE COMMITMENT PREPARED BY FIDELITY NATIONAL TITLE, NATIONAL COMMERCIAL SERVICES, ORDER NUMBER N0036947-020-LM1-DK2, WITH A COMMITMENT DATE OF JANUARY 31, 2024.

DRAWN BY	DATE	REVISIONS
SLJ	1/31/25	REVISE BOUNDARY OF ANNEXATION PARCEL
MKW	1/29/25	ADD MONUMENT STAMP INFORMATION
MKW	1/21/25	CITY COMMENTS
MKW	10/1/24	UPDATE PER CITY COMMENTS
MKW	7/22/24	CLIENT COMMENTS
MKW	7/17/24	UPDATE PER CLIENT AND CITY COMMENTS

Manhard CONSULTING
7600 East Orchard Road, Suite 150-N, Greenwood Village, CO 80111 ph:303.708.0500 manhard.com
Civil Engineering | Land Development | Surveying | Water Resource Management | Construction Management

6TH AVENUE & PICCADILLY ROAD
COUNTY OF ARAPAHOE, STATE OF COLORADO
ANNEXATION MAP

PROJ. MGR.:	SLJ
PROJ. ASSOC.:	SLJ
DRAWN BY:	ALM/JDM
DATE:	05/29/2024
SCALE:	N/A

SHEET 1 OF 1

GBC.AUC001.02

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February 3, 2025 - 10:43 Dwg Name: P:\Docscs01\data\Engr\Final Drawings\Exhibits Eng\Annexation Map.dwg Updated By: sjacobs

January 24th, 2024

Stephen Gubrud | Planner II
City of Aurora
15151 E. Alameda Pkwy, Aurora, CO 80012
303-739-7209

Re: Picadilly Rd & Stephen D Hogan Parkway Site – Annexation & Initial Zoning Submittal 1

Mr. Stephen Gubrud,

Please accept this letter as justification for the Initial Zoning of the subject property at the northwest corner of Picadilly Road & Stephen D Hogan Parkway. In addition to the Annexation of this site into the City of Aurora, an Initial Zoning application is being submitted concurrently to zone this property as MU-C (Mixed-Use Corridor). Currently the property is zoned A-1 (Agricultural) within Unincorporated Arapahoe County.

This site is currently bordered by Unincorporated Arapahoe County to the north and west, R-2 Residential & MU-R (Mixed-Use Regional) to the east, and MU-C (Mixed-Use Corridor) to the south. Bordering roadways consist of E. 6th Ave to the North, Picadilly Road to the east and Stephen D Hogan Parkway to the south. Given that the adjacent property directly to the south is currently zoned MU-C and is within the Commercial Hub Placetype on the City's Comprehensive Plan, an initial zoning to MU-C makes the most logical sense and fits within the context of the surrounding properties.

Conformance with the Initial Zoning / Rezone Criteria.

In summary, the applicant must demonstrate the change to the Zoning Map is required because of changed conditions or circumstances on the property or in the surrounding area and:

(1) That the proposed change is consistent with the spirit and intent of the Comprehensive Plan, with other policies and plans adopted by City Council, and with the purpose statement of the proposed new zone district;

As shown on the Comprehensive Plan, the subject property is within the Commercial Hub Placetype designation which encourages restaurants, commercial retail, and commercial services as its primary land use. The Commercial Hub placetype and MU-C

envisions uses that provide goods and services to satisfy the household and personal needs of residents of nearby residential neighborhoods, those traveling on adjacent collector and arterial corridors, and to allow for higher intensity general business and service activities. This aligns with the intent to provide drive-through restaurant pad sites on this property, which are a conditional use within MU-C. Currently, there is a lack of commercial services like this in this area to accommodate the increased residential development around and east of the E470 corridor. In addition, this property's intended commercial uses are compatible with the Comprehensive plan because of their adjacency to the intersections of two arterial streets, Stephen D Hogan Parkway and Picadilly Road.

(2) That the size, scale, height, density, and multi-modal traffic impacts of the proposed change in zoning are compatible with surrounding development or can be made compatible with surrounding development through approval conditions;
By rezoning to MU-C, the size, scale and height of the uses intended with this initial zoning are compatible with surrounding development and will fit cohesively within the adjacent land uses. Currently, this site is bordered by MU-C zoned properties to the south, making commercial uses a good fit within the site's context. As well, this property is adjacent to Stephen D Hogan Parkway and Picadilly Road, which will be built-out and improved to their ultimate condition per the current NEATS Plan.

(3) And that the change 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.
Currently no occupants or tenants reside on the subject property. The future development will enhance and extend the connections within this vacant property and to its surrounding properties.

Sincerely,

Garrett Graham

Garrett Graham, Senior Associate, PCS Group, Inc.
720-465-2261
garrett@pcsgroupco.com



Picadilly Rd & SHD Hogan Pkwy: Existing Zoning Designation Aurora, CO
January 2025

pcs group



Picadilly Rd & SHD Hogan Pkwy: Existing Zoning Designation Aurora, CO
January 2025

pcs group

Planning and Zoning Commission
DRAFT MINUTES
February 26, 2025

Commissioners Present	**Garrett Walls** **Becky Hogan** **Robert Gaiser** **Sonda Banka** **Gayle Jetchick** **Melvin Bush**
Commissioners Absent:	**Garrett Walls** **Robert Roth**

1. **Study Session – 5:00 p.m. – Planning Commission 101**

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. February 12, 2025 Draft Minutes
   A MOTION WAS MADE BY VICE-CHAIR HOGAN AND SECONDED BY COMMISSIONER BANKA TO APPROVE THE MINUTES AS SUBMITTED.

   MINUTES APPROVED UNANIMOUSLY WITHOUT OBJECTION

6. **Adoption of Agenda**

   MOVE TO APPROVE THE DRAFT AGENDA AS THE PERMANENT AGENDA. AGENDA ITEMS 8a – 8g WILL BE HEARD AT THIS MEETING ALL OTHER AGENDA ITEMS HAVE EITHER BEEN WITHDRAWN, ARE INACTIVE, OR ARE BEING CONTINUED TO A LATER DATE.

   VICE-CHAIR HOGAN MADE A MOTION TO AMEND THE AGENA AND ALLOW AGENDA ITEMS 8C-G TO BE HEARD BEFORE AGENDA ITEMS 8a AND 8b AND SECONDED COMMISSIONER JETCHICK

   MOTION PASSED UNANIMOUSLY.

7. **Consent Agenda**
   Not Conducted Due to Lack of Items.

8. General Business

8a. UNIFIED DEVELOPMENT ORDINANCE AMENDMENT – TEXT CHANGE TO CREATE A NEW SIGN CATEGORY

The Planning and Business Development Department recommends amending the zoning code within the Unified Development Ordinance (UDO) to allow a new category of sign, "City Property Signs." The proposal would add UDO Subsection 146-4.10.16 to enable this category of signs. The purpose of this category of signs, as described in the proposed definition, is to allow signage on city-owned property, regardless of zone district, that "*advertises or directs attention to a business, profession, commodity, entertainment, service, religious, charitable or non-profit organization, or an activity, product, good, or service that is not located upon or available upon the premises where the sign is located*" functioning like a billboard. The signage would only be allowed with the city's permission and at the city's prerogative as a landowner.

Design elements of signs are regulated in UDO Section 146-4.10. Generally, the sign code specifies the types, quantities, and dimensional aspects, including square footage, height, and minimum setbacks. This new category of signage is an addition to those currently permitted.

This ordinance proposal would permit "City Property Signs" up to 280 square feet and 25 feet tall, which can be 100% electronic message centers (EMC). Please note that if a sign has two or more display faces, the area of all faces will be included in determining the sign's total area. The code proposal also replicates technical criteria from the current EMC section of the sign code, limiting the frequency of message changes to no less than every eight seconds and addressing other technical criteria related to the sign's brightness. Additionally, the proposal mandates a minimum separation of 600 feet between "City Property Signs."

Testimony Given at the Hearing:

Brandon Cammarata, Planning Manager, gave a presentation of the item, including the staff recommendation of approval.

Commissioner Bush asked if a comparison was made against other municipalities and if this makes the City of Aurora more marketable. B. Cammarata responded that a comparison was not done and that the signs will be of a billboard type and will not necessarily be used to market Aurora but businesses within Aurora.

Commissioner Hogan asked who would be constructing the signs. B Cammarata responded the Zoning Code does not specify who builds the signs, but anecdotally, most billboards function through a sign company. Since the signs will be on city property, the city will have the discretion of whether they want to have this kind of sign.

Lena McClelland, City Attorney, added that the city does not regulate content when it comes to signs. The signs will be managed through a revocable license agreement between the city and the sign company and the owners of the signs themselves to use city property for the billboard.

Todd Messenger, Fairfield and Woods, P.C., 1801 California Street Suite 2600, Denver, CO, representing Lamar, spoke in support of the amendment and also explained the kinds of businesses that would be utilizing the billboards. Other uses for the billboards would include advertising local events and other city-related events as well as emergency notifications. T Messenger also noted that the billboards would be revenue generating for both the city and Lamar by selling advertising space as well.

Commissioner Jetchick asked about the timing of the signs, and who approves the content. B Cammarata responded the allowances for these signs will be consistent with the current code, and that the City does not regulate content of signs.

T. Messenger added that Lamar has high standards concerning the content of signs that they manage.

Jeannine Rustad, Director of Planning and Business Development, stated that staff and others have put a lot of thought and work into this amendment and have thought holistically beyond these five signs.

Vice-Chair Hogan asked if the city is only entertaining one company to oversee all of the signs. J Rustad responded that at this time, they are.

Commissioner Hogan asked for clarification if the motion would be a recommendation to the City Council. B Cammarata answered affirmatively.

Planning Commission Results
AGENDA ITEM 8a – ORDINANCE TEXT AMENDMENT TO ADD CITY PROPERTY SIGNS AS A NEW CATEGORY OF SIGNS

A MOTION WAS MADE BY COMMISSIONER BANKA AND SECONDED BY COMMISSIONER BUSH.

MOVE TO RECOMMEND APPROVAL TO THE AURORA CITY COUNCIL OF THE ORDINANCE TEXT AMENDMENT TO THE UDO TO CREATE CITY PROPERTY SIGNS AS A NEW CATEGORY BECAUSE THE PROPOSAL COMPLIES WITH THE REQUIREMENTS OF SECTION 146-5.4.1.C.3.B OF THE UNIFIED DEVELOPMENT ORDINANCE FOR THE FOLLOWING REASONS:

1. THE LIMITED NATURE OF THE PROPOSAL IS NOT ANTICIPATED TO CREATE A CLUTTERED SIGN APPEARANCE ON THE MAJOR STREETS (REF. AUTHENTIC AURORA, PAGE 97.)
2. THE PROPOSAL MAY CONTRIBUTE TO THE PROMOTION OF ECONOMIC GROWTH AND IS NOT ANTICIPATED TO CREATE MATERIAL RISKS TO PUBLIC HEALTH, SAFETY, AND WELFARE.

Further Discussion:
Commissioner Hogan stated support of the recommendation to City Council, even though there will be future challenges.

Commissioner Jetchick stated that when working with the Havana Business Improvement District, it took a lot of work and time to get the initial electronic sign code in place and complimented B Cammarata for the thorough explanation given during the presentation.

MOTION PASSED UNANIMOUSLY.

8b. UNIFIED DEVELOPMENT ORDINANCE AMENDMENT – TEXT CHANGE TO FOR PROCESS IMPROVEMENTS

The Planning and Business Development Department recommends amending the zoning code within the Unified Development Ordinance (UDO) to allow for process improvement changes to development application procedures. Text changes are proposed to Section 146-5.2, -5.3, and -5.4 to remove the preliminary plat procedures, insert a new neighborhood plan procedure, and to remove all subarea variations from the master plan and site plan approval processes.

The proposed amendment is the result of staff study and development partner collaborations over the course of 2024, with the intent to address process issues identified by the Red Tape Committee and MIG Process Improvement Study in 2023. To address issues with frequent amendments and a lengthy approval process for master plan applications, staff proposes an optional neighborhood plan application to simplify the master plan process, and reduce site plan requirements for phased developments. Additionally, staff proposes removing subarea variations for site plan and master plan applications, by assigning a decision review for each application type, rather than the geographic location of that application.

This proposal has been discussed and presented with the Development Review Advisory Board (DRAB), Joint Task Force (JTF), and Planning and Economic Development Committee (PED) on multiple occasions and has been recommended to advance. Early concepts were also introduced for feedback at a Planning Commission Study Session held in March of 2024.

The application is supported by several policies and goals of the Aurora Places Comprehensive Plan and meets the approval criteria for UDO text amendments in Code Section 146-5.4.1.C.3.

Testimony Given at the Hearing:

Aja Tibbs, Case Manager, gave a presentation of the item, including the staff recommendation of approval.

Commissioner Jetchick stated that with all of the code changes over the past several years, this amendment makes sense.

Commissioner Banka concurred with Commissioner Jetchick and is pleased to see streamlined processes to help the development community.

Commissioner Gaiser stated support for the UDO Text Change Amendment.

Commissioner Bush concurred with the other commissioners.

Commissioner Hogan stated that this will offer equitability and fairness between the sub-areas and added that it would be best if the city gave community members the time to review site plans in every area. Commissioner Hogan stated that many of the site plans brought before the commission have not been good and would like to see better site plans overall.

Planning Commission Results

AGENDA ITEM 8b – UNIFIED DEVELOPMENT ORDINANCE AMENDMENT – TEXT CHANGE FOR PROCESS IMPROVEMENTS

A MOTION WAS MADE BY COMMISSIONER BANKA AND SECONDED BY COMMISSIONER GAISER.

MOVE TO RECOMMEND APPROVAL TO THE AURORA CITY COUNCIL OF THE ORDINANCE TEXT AMENDMENT TO THE UDO TO ALLOW FOR PROCESS IMPROVEMENT CHANGES TO DEVELOPMENT APPLICATION PROCEDURES BECAUSE THE PROPOSAL COMPLIES WITH THE REQUIREMENTS OF CODE SECTION 146-5.4.1.C.3.B OF THE UNIFIED DEVELOPMENT ORDINANCE FOR THE FOLLOWING REASONS:

1. IT IS CONSISTENT WITH THE SPIRIT AND INTENT OF THE COMPREHENSIVE PLAN AND POLICIES ADOPTED BY THE CITY COUNCIL; AND
2. IT IS REQUIRED TO PROMOTE ECONOMIC GROWTH AND INVESTMENT THAT WILL NOT CREATE MATERIAL RISKS TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY.

Further Discussion:
No further discussion occurred.

MOTION PASSED UNANIMOUSLY.

8cd. KESTREL 230Kv INTERCONNECTION – CONDITIONAL USE AND SITE PLAN
The applicant, Xcel Energy, is requesting approval for a Site Plan and Conditional Use for a new 230-kilovolt(kV) interconnection electric transmission line. The extension of the *overall* project will measure roughly 1.3 miles in length, with about 0.83 miles situated within the City of Aurora. The line is located between the existing 230-kV transmission line owned by Xcel Energy, situated to the north of Union Pacific Railroad (UPRR), Smith Road, and the new Kestrel Substation located to the south in the Aurora Crossroads master planned area. The east-west segment, located in the Prologis Park 70 development, is approximately 0.18 miles, and is within the Business/Tech District (I-1) zoning district, and the north-south segment running along the east perimeter of the Aurora Crossroads for approximately 0.5 miles is within the Mixed-Use Regional (MU-R) zone district. The remainder of the overall Kestrel transmission line is located in portions of Arapahoe County, Adams County and Colorado Department of Transportation (CDOT) right-of-way.

The proposed use, electric transmission line, is categorized as *a Minor Utility* per the Unified Development Ordinance (UDO) and requires Conditional Use approval. No adjustments are requested or required with the application.

The proposed Kestrel Interconnection Project intends to extend the current 230-kV transmission line owned by Xcel Energy to the new Kestrel Substation located in Aurora Crossroads situated on the Gun Club Data Center Campus. The substation will provide power to the data center campus. Construction is expected to last around six months.

Six (6) registered neighborhood associations and twenty-three (23) abutting property owners were notified of the application. No comments were received, and a neighborhood meeting was not held

Testimony Given at the Hearing:

Rachid Rabba, Case Manager, gave a presentation of the item, including the staff recommendation of approval.

Vice-Chair Hogan asked if both Adams and Arapahoe counties were notified of the application.

Cory Miller, Xcel Energy, 1800 Larimer Street, Denver, CO, representing the applicant, responded both counties were notified and gave their approvals.

Josh Ratliff, Ulteig, 5575 DTC Blvd, Greenwood Village, CO, was available for questions.

Steve Hansen, Burns & McDonnell, 91*91 Jamaica St, Centennial, CO, was available for questions.

Planning Commission Results
AGENDA ITEM 8c – CONDITIONAL USE FOR A MINOR UTILITY

A MOTION WAS MADE BY COMMISSIONER BUSH AND SECONDED BY COMMISSIONER BANKA.

MOVE TO APPROVE THE CONDITIONAL USE REQUEST BECAUSE THE PROPOSAL COMPLIES WITH THE REQUIREMENTS OF CODE SECTION 146-5.4.3.A.3 OF THE UNIFIED DEVELOPMENT ORDINANCE, FOR THE FOLLOWING REASONS:

1. THE APPLICATION COMPLIES WITH APPLICABLE STANDARDS IN THE UNIFIED DEVELOPMENT ORDINANCE AND THE AURORA CROSSROADS MASTER PLAN.
2. THE APPLICATION WILL NOT CREATE DISLOCATIONS OF TENANTS OR OCCUPANTS OF THE PROPERTY;
3. THE SIZE, SCALE, HEIGHT, DENSITY, TRAFFIC IMPACTS ARE COMPATIBLE WITH EXISTING UTILITY LINES USES IN THE AREA AND WILL NOT CHANGE THE PREDOMINANT CHARACTER OF THE AREA, AND
4. MEASURES HAVE BEEN TAKEN TO MITIGATE ADVERSE IMPACTS ON THE SURROUNDING DEVELOPMENT.

Further Discussion
No further discussion occurred.

MOTION PASSED UNANIMOUSLY.

AGENDA ITEM 8d – SITE PLAN

A MOTION WAS MADE BY COMMISSIONER GAISER AND SECONDED BY COMMISSIONER JETCHICK.

APPROVE THE SITE PLAN, WITH ONE CONDITION, BECAUSE THE PROPOSAL COMPLIES WITH CODE SECTION 146-5.4.3.B.2 OF THE UNIFIED DEVELOPMENT ORDINANCE FOR THE FOLLOWING REASONS:

- THE PROPOSED DEVELOPMENT COMPLIES WITH ALL APPLICABLE STANDARDS IN THE UDO FOR A MINOR UTILITY;
- THE PROPOSED DEVELOPMENT IS COMPATIBLE WITH THE SURROUNDING LAND USES AND WILL MINIMALLY IMPACT THE EXISTING NATURAL AREA: AND,
- THE PROPOSED DEVELOPMENT MITIGATES ADVERSE IMPACTS ON THE SURROUNDING AREA TO THE DEGREE PRACTICABLE.

APPROVAL IS TO BE SUBJECT TO THE FOLLOWING CONDITION:

1. RESOLUTION OF OUTSTANDING TECHNICAL ISSUES PRIOR TO THE RECORDATION OF THE SITE PLAN AND ISSUANCE OF ANY BUILDING PERMITS.

Further Discussion
No further discussion occurred.

MOTION PASSED UNANIMOUSLY.

8ef. GE'EZ CENTER – CONDITIONAL USE AND SITE PLAN

The applicant's agent, LAI Design Group, on behalf of 3550 Chambers LLC, requests approval of a Site Plan and Conditional Use application for a mixed-use site containing a hotel, event center, and restaurant(s) with a drive up/drive through component on an approximately 4.2-acre site within the MU-C (Mixed-Use Corridor) zone district. The subject site is located at 3550 Chambers Rd. and is situated on the northeast corner of the intersection of Chambers Road and E 33rd Place. The property was the subject of a Zoning Map Amendment, which was reviewed by the Planning Commission and approved by the City Council on January 8th, 2024, amending the site's zoning designation from I-1 (Business/Tech District) to MU-C (Mixed-Use Corridor). The subject site is bordered by adjacent MU-C zoning to the north and west and I-1 (Business/Tech District) zoning to the south and east. There is also a nearby portion of R-R (Residential-Rural District) zoning to the northeast.

The Ge'ez Center site will contain 3 lots where each lot will be occupied by an individual use.

Lot 1- The westernmost lot, along Chambers Road will contain one building with 3 restaurant tenant spaces. The southernmost storefront will be approximately 2,500 sf and will offer drive-through services as an accessory use which necessitates Conditional Use approval. The middle space is expected to be approximately 1,500 sf in size, and the northernmost tenant space will be approximately 2,500 sf and will contain an outdoor dining patio with roll -up doors to create an open indoor/outdoor dining concept when feasible. Pedestrian access to this lot will be provided via an accessible walkway from E 35th Ave. and cross site access will be available via a patterned pedestrian crossing from the parcel to the east. Vehicular access is provided by access points from both E. 35th Ave and E 33rd Pl. All three restaurants are expected to operate during normal business hours of approximately 5:00AM-11:00PM. At this time, no specific tenants have been identified.

Lot 2 - The middle of the 3 lots, will be the location of the hotel. The proposed Microtel Inn, which is a part of the Wyndham Hotels brand, will be a four-story, approximately 35,112 sf hotel with 81 rooms. Pedestrian access for this site will be provided via two accessible walkways from E 33rd Pl leading to the entrances on either side of the building. Vehicular access will be provided from both E 35th Ave. and E 33rd Pl. The hotel will operate on a 24 hour basis as is typical and will employ approximately 10-15 staff members.

Lot 3 – The easternmost lot on this site along Helena St., will be the location of the proposed Event Center. The event center will be approximately 9,923 sf in size and would host a variety of event types including: weddings, graduations, conferences, large scale meetings, and other social events. It is expected that on site sales of alcohol will occur at this location and amplified or live music may also be included depending on the event. The event center will operate during normal business hours and close by 12:00AM on a daily basis. Pedestrian access to this site will be provided via accessible pedestrian paths from both Helena St. and E 33rd Pl. and vehicle access will be available from E 33rd Pl. and E 35th Ave.

Overall site amenities include outdoor dining and gathering spaces, plaza areas with bench seating or picnic tables, and installation of cultural art. Architectural elevations and a materials board has been submitted for the proposed structures, which has been reviewed for compliance with the City's four-sided building design requirements. Materials will include a mix of cementitious paneling, metal, stone veneer, and horizontal siding.

Due to the mixed-use nature and inclusion of a drive-through restaurant within the site, special emphasis has been placed on creating highly visible pedestrian connections between on-site uses. 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. No adjustments or waivers have been proposed with this application.

An operations plan has been outlined describing the various hours of operations, employees, shifts, and security measures intended for the site. Only the hotel component of this site will be operating 24 hours a day. with the event center ceasing operations at 12:00 AM and all restaurants expected to operate during typical business hours from 5:00 AM- 11:00 PM. On-site security cameras will be installed and a security guard will be present for scheduled events.

No neighborhood comments were received during the review process. Therefore, no neighborhood meeting was held.

Testimony Given at the Hearing:

Stephen GuBrud, Case Manager, gave a presentation of the item, including the staff recommendation of approval.

Commissioner Banka left the meeting at approximately 6:55 p.m.

Jennifer Carpenter, LAI Design Group, 116 Inverness Dr East, Suite 340, Englewood, CO, representing the applicant, gave a presentation of the item.

Christopher McGranahan, LSC Transportation Consultants, Inc, 1889 York Street, Denver, CO

Vice-Chair Hogan asked if there was a cross-parking agreement between the restaurants, hotel and even center or will they all be treated as individual parking areas and be designated so by signage. J Carpenter responded that the site is being developed for each lot to stand on its own. It is not known whether a cross-parking agreement will be needed until the end users are determined.

Planning Commission Results

AGENDA ITEM 8e – CONDITIONAL USE FOR A DRIVE-THROUGH IN MU-C ZONE DISTRICT

A MOTION WAS MADE BY COMMISSIONER JETCHICK AND SECONDED BY COMMISSIONER GAISER.

APPROVE THE CONDITIONAL USE REQUEST BECAUSE THE PROPOSAL COMPLIES WITH THE CRITERIA IN CODE 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 COMPATIBLE WITH THE SURROUNDING DEVELOPMENT;
3. WILL NOT CHANGE THE PREDOMINANT CHARACTER OF THE AREA;
4. MITIGATES NEGATIVE EXTERNAL EFFECTS ON NEARBY USES; AND

5. EXISTING INFRASTRUCTURE AND PUBLIC IMPROVEMENTS HAVE ADEQUATE CAPACITY TO SERVE THE DEVELOPMENT.

Further Discussion:
No further discussion occurred.

MOTION PASSED UNANIMOUSLY.

AGENDA ITEM 8f – SITE PLAN

A MOTION WAS MADE BY COMMISSIONER JETCHICK AND SECONDED BY COMMISSIONER BUSH.

APPROVE THE 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:

1. THE APPLICATION COMPLIES WITH THE STANDARDS OF THE UDO:
2. IS COMPATIBLE WITH THE SURROUNDING DEVELOPMENT;
3. PROVIDES FOR HIGH-QUALITY FOUR-SIDED ARCHITECTURE;
4. MITIGATES NEGATIVE EXTERNAL EFFECTS ON NEARBY USES; AND
5. ESTABLISHES ADEQUATE VEHICULAR AND PEDESTRIAN CIRCULATION AND CONNECTIVITY.

APPROVAL IS TO BE SUBJECT TO THE FOLLOWING CONDITION:

1. RESOLUTION OF OUTSTANDING TECHNICAL ISSUES PRIOR TO THE RECORDATION OF THE SITE PLAN AND ISSUANCE OF ANY BUILDING PERMITS.

Further Discussion:
No further discussion occurred.

MOTION PASSED

8g. PICADILLY AND STEPHEN D HOGAN ANNEXATION – ZONING MAP AMENDMENT TO INITIALLY ZONE TO MU-C

Commissioner Banka rejoined the meeting at 7:01 p.m.

The applicant's agent, PCS Group, on behalf of Triple Creek Capital LLC, requests approval of a Zoning Map Amendment for the initial zoning of approximately 2.35 acres as MU-C (Mixed-Use Corridor). This initial zoning application is being requested along with an annexation for the same area. Annexations are not heard by the Planning and Zoning Commission. The subject parcel is located on the northwest corner of the intersection of Picadilly Rd. and E Stephen D Hogan Pkwy. This property is located within the Commercial Hub placetype according to the Aurora Places comprehensive plan and is bordered by the Urban District placetype to the east. The subject property is bordered by the MU-C zone district to the south, the MU-R (Mixed-Use Regional) zone district to the east, and unincorporated Arapahoe County to the north and west. There is also a portion of nearby R-2 (Residential - Medium Density District) zoning to the northeast.

The requested MU-C zoning designation allows for a wide variety of commercial and retail uses as well as some limited residential options. According to the applicant, the intended use for this parcel is for the development of a commercial pad site. Commercial retail and services are identified as a primary land use of the Commercial Hub placetype within the Aurora Places comprehensive plan. The site is at the intersection of two major arterial streets, and new developments are occurring in surrounding areas. The site is also near two highway interchanges with the new Picadilly/I-70 interchange about a mile to the north and the Stephen D. Hogan/E-470 interchange to the east. Furthermore, commercial retail and/or service uses would meet the purpose described by the MU-C zone district, which is to "provide retail goods and services to satisfy the household and personal needs of the residents of nearby residential neighborhoods."

Adjacent property owners were notified of the application. No neighborhood comments were received during the review process therefore no neighborhood meeting was held.

Testimony Given at the Hearing:

Stephen GuBrud, Case Manager, gave a presentation of the item, including the staff recommendation to recommend approval to the Aurora City Council.

The Planning Commission did not have any questions for staff or the applicant.

Garrett Graham, PCS Group, 200 Kalamath St, Denver, CO, was available for questions.

Steven Nichols, Triple Creek Capital, LLC, 2953 S Peoria St, Suite 200, Aurora, CO, was available for questions.

Planning Commission Results

AGENDA ITEM 8g – ZONING MAP AMENDMENT TO INITIALLY ZONE TO MU-C

A MOTION WAS MADE BY COMMISSIONER BUSH AND SECONDED BY COMMISSIONER BANKA.

MOVE TO RECOMMEND APPROVAL TO THE AURORA CITY COUNCIL FOR THE PICADILLY AND STEPHEN D HOGAN ANNEXATION - ZONING MAP AMENDMENT TO MU-C (MIXED-USE CORRIDOR) DISTRICT, BECAUSE THE PROPOSAL COMPLIES WITH THE REQUIREMENTS OF CODE SECTION 146-5.4.1.C OF THE UNIFIED DEVELOPMENT ORDINANCE FOR THE FOLLOWING REASONS:

1. THE INITIAL ZONING AND RELATED ANNEXATION ARE NEEDED TO INTEGRATE THE CURRENT PARCEL INTO THE SURROUNDING CITY OF AURORA ZONING TO RESULT IN CONSISTENT ZONING AND JURISDICTION IN THIS DEVELOPING AREA. CONSISTENT ZONING AND JURISDICTION HELP TO CLARIFY EXPECTATIONS FOR DEVELOPMENT RESPONSIBILITIES AS WELL AS MAINTENANCE OF PUBLIC INFRASTRUCTURE AND PROVISION OF SERVICES.
2. THE SITE IS PROXIMATE TO DEVELOPING TRANSPORTATION FACILITIES, AND SURROUNDING AREAS ARE ALSO SEEING NEW DEVELOPMENTS IN THE CITY.
3. THE POTENTIAL SIZE, SCALE, HEIGHT AND DENSITY OF THE PROPOSED INITIAL ZONING TO MU-C ARE COMPATIBLE WITH THE CURRENT IMPACTS ASSOCIATED WITH THE ADJACENT MIXED-USE ZONING DISTRICTS.
4. THE INITIAL ZONING WILL BE A BENEFIT TO THE SURROUNDING NEIGHBORHOODS AND WILL BE PROGRESS TOWARD MEETING GENERAL EMPLOYMENT GOALS OUTLINED IN THE COMPREHENSIVE PLAN.

Further Discussion:
No further discussion occurred.

MOTION PASSED UNANIMOUSLY.

9. Public Invited to be Heard

There was no public comment.

10. Commissioner Comments/Miscellaneous Items of Business

Commissioner Banka apologized for her brief absence during the meeting.

Commissioner Bush asked if the members of the commission could be provided a copy of the presentation given during the study session. B. Cammarata responded that it would be provided.

Commissioner Hogan notified the Commission of the passing of former Commissioner Dennis Lyon.

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 2020 Tower Road and the Bijou-Invicta Gas Permit.

10b. Report by City Attorney

Lena McClelland, Assistant City Attorney, gave an update on the 2025 state legislative session.

A general discussion ensued.

Commissioner Banka asked about the city's stance on the building defect bill. L McClelland responded that the city is currently reviewing the bill and its proposed amendments.

12. Adjournment

Chairman Walls adjourned the meeting at 8:17 p.m. until March 12, 2025.