# NOTICE OF COUNCIL MEETING

(Open to the Public)
Monday, March 9, 2026
6:00 PM

Members of the Aurora City Council will participate in the March 9, 2026 Council Meeting.

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

## View or Listen Live

Live streamed at www.auroraTV.org

Youtube.com/TheAuroraChannel

Cable Channels 8 and 880 in Aurora

## In-person Participation

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

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

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

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

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

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

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

The city of Aurora is committed to the accessibility of our services and our responsibility to provide them in a non-discriminatory manner. The city recognizes the importance of effective and accurate communication with the community and values equal access to our programs, services and activities. If you seek a physical accommodation, or require the use of an auxiliary aid or device, or if you require an interpreter to help you access this event or service, please scan here to fill out a request form:

All requests must be submitted three days in advance of any scheduled event.
For additional information, please visit AuroraGov.org/Accessibility.

# City of Aurora, Colorado

Monday, March 9, 2026

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**AURORA URBAN RENEWAL AUTHORITY**

(Open to the Public)
AURORA ROOM
3:10 p.m.

**STUDY SESSION**

(Open to the Public via live stream in the Paul Tauer Aurora City Council Chamber)
AURORA ROOM
3:45 p.m.

**REGULAR MEETING OF THE AURORA CITY COUNCIL**

(Open to the Public)
PAUL TAUER AURORA CITY COUNCIL CHAMBER
6:00 p.m.

# AGENDA

## Regular Meeting of the Aurora City Council

Monday, March 9, 2026, 6:00 p.m.
Paul Tauer Aurora City Council Chamber
15151 E Alameda Parkway
Aurora, CO 80012

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Pages

1. CALL TO ORDER

2. ROLL CALL

3. INVOCATION/MOMENT OF SILENCE

4. PLEDGE OF ALLEGIANCE

5. EXECUTIVE SESSION UPDATE

6. APPROVAL OF MINUTES

7. PROCLAMATIONS OR CEREMONIES

8. ADOPTION OF THE AGENDA

9. PUBLIC INVITED TO BE HEARD

   (non-agenda related issues only)

10. CONSENT CALENDAR - MOTIONS

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

    10.a Motions

    10.a.1 2025 Summer Community Investment Financing Program Round 8

    Sarah Pulliam, Manager of Community Development, Housing and Community Services / Andrea Wood, Assistant City Attorney

10.b Planning Matters

10.c Appointments to Boards and Commissions

10.c.1 **Consideration to Remove One (1) Member from the Aurora Youth Commission** 23

Cecilia Zapata, Deputy City Clerk / Andrea Wood, Assistant City Attorney

10.c.2 **Consideration to Appoint One (1) Adult Member and One (1) Youth Member to the Aurora Youth Commission** 27

Cecilia Zapata, Deputy City Clerk / Andrea Wood, Assistant City Attorney

## 11. CONSENT CALENDAR - RESOLUTIONS AND ORDINANCES

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

11.a Resolutions

11.a.1 **Grant Agreement between the City of Aurora and Great Outdoors Colorado (GOCO) for the Generation Wild Program for 2026 - 2030** 53

**R2026-13** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL'S APPROVAL OF A GRANT AGREEMENT BETWEEN THE CITY OF AURORA AND THE STATE BOARD OF THE GREAT OUTDOORS COLORADO TRUST FUND FOR FISCAL YEARS 2026 THROUGH 2030 TOTALING $168,000

Joy Thompson, Natural Resources Supervisor, Parks, Recreation and Open Space / Kim Skaggs, Senior Assistant City Attorney

11.a.2 **Intergovernmental Agreement (IGA) with E-470 for Stephen D Hogan Traffic Signals** 107

**R2026-14** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF AURORA AND THE E-470 PUBLIC HIGHWAY AUTHORITY REGARDING FUNDING, DESIGN, CONSTRUCTION, AND MAINTENANCE OF TEMPORARY TRAFFIC SIGNALS AT STEPHEN D. HOGAN PARKWAY AND E-470

Sponsor: Stephanie Hancock, Council Member

Gabrielle Renner, Manager of Traffic Operations, Public Works / Michelle Gardner, Senior Assistant City Attorney

11.a.3 **Property Acquisition for Wildhorse South Reservoir Project** 128

**R2026-15** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING THE ACQUISITION OF REAL PROPERTY IN THE AMOUNT OF $650,000 FOR THE WILD HORSE SOUTH RESERVOIR PROJECT

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

11.a.4 **Aurora Public Schools (APS) Cooperation Agreement for 13th Avenue Station Urban Renewal Area** 179

**R2026-16** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO EXPRESSING THE AURORA CITY COUNCIL'S APPROVAL OF A COOPERATION AGREEMENT BY AND BETWEEN THE AURORA URBAN RENEWAL AUTHORITY, THE CITY OF AURORA, AND AURORA PUBLIC SCHOOLS, REGARDING TAX INCREMENT REVENUES GENERATED IN TWO TAX INCREMENT FINANCING AREAS WITHIN THE 13TH AVENUE STATION URBAN RENEWAL AREA

Jennifer Orozco, Senior Redevelopment Project Manager, Planning and Business Development / Rachel Allen, Deputy City Attorney

11.a.5 **Arapahoe County Cooperation Agreement for 13th Avenue Station Urban Renewal Area** 191

**R2026-17** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO EXPRESSING THE AURORA CITY COUNCIL'S APPROVAL OF A COOPERATION AGREEMENT BY AND BETWEEN THE AURORA URBAN RENEWAL AUTHORITY, THE CITY OF AURORA, AND ARAPAHOE COUNTY, REGARDING TAX INCREMENT REVENUES GENERATED IN TWO TAX INCREMENT FINANCING AREAS WITHIN THE 13TH AVENUE STATION URBAN RENEWAL AREA

Jennifer Orozco, Senior Redevelopment Project Manager, Planning and Business Development / Rachel Allen, Deputy City Attorney

11.a.6 **Departement of Local Affairs (DOLA) Amended Agreement for Aurora Regional Navigation Campus Tenancy Support Services** 203

**R2026-18** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, RATIFYING AND APPROVING AN AMENDED AGREEMENT WITH THE COLORADO DEPARTMENT OF LOCAL AFFAIRS FOR TENANCY SUPPORT SERVICES AT THE AURORA REGIONAL NAVIGATION CAMPUS

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

11.a.7 **Oil and Gas Lease** 214

**R2026-19** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL'S APPROVAL OF AN OIL AND GAS LEASE AGREEMENT WITH BISON IV PROPERTIES COLORADO, LLC, FOR CITY-OWNED MINERAL INTERESTS WITHIN SECTION 6, TOWNSHIP 3 SOUTH, RANGE 65 WEST AND SECTIONS 2 AND 3, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERDIAN, COUNTY OF ADAMS, STATE OF COLORADO CONTAINING APPROXIMATELY 23 NET MINERAL ACRES

Jeffrey Moore, Manager of Energy and Environment Division, Planning and Business Development / David Scott, Assistant City Attorney

11.a.8 **Annual Reporting and Evaluation of the Tobacco, Kratom, and Age-Restricted Hemp Retail Licensing Ordinance** 239

**R2026-20** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, DIRECTING THE CITY MANAGER OR DESIGNEE TO PROVIDE AN ANNUAL REPORTING AND EVALUATION OF THE TOBACCO, KRATOM, AND AGE-RESTRICTED HEMP RETAIL LICENSING ORDINANCE, AND OTHER RELATED MATTERS

Sponsor: Curtis Gardner, Council Member

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

11.b **Finalizing of Ordinances**

*Ordinances approved unanimously at first reading.*

11.b.1 **Tobacco and Age Restricted Psychoactive Product Retail Licensure** 246

**2026-05** AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, AMENDING CHAPTER 6 OF THE CITY CODE TO ADD ARTICLE IV AND SECTIONS 6-501 THROUGH 6-522, TO ESTABLISH A TOBACCO, KRATOM, AND AGE-RESTRICTED HEMP LICENSE AND AMENDING SECTION 94-343 OF THE CITY CODE RELATING TO DISPENSING OF TOBACCO PRODUCTS

Sponsor: Ruben Medina, Council Member / Stephanie Hancock, Council Member

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

11.b.2 **Lead Ordinance Revisions** 352

**2026-04** AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, AMENDING SECTION 138-229 OF THE AURORA CITY CODE PERTAINING TO LEAD AND GALVANIZED SERVICE LINES REQUIRING REPLACEMENT

Shonnie Cline, Deputy Director of Water Internal and External Relations, Aurora Water / Ian Best, Assistant City Attorney

12. **PUBLIC HEARINGS**

*Public hearings with or without related ordinances.*

12.a 13th Avenue Station Urban Renewal Plan 383

2026-06 A PUBLIC HEARING AND CONSIDERATION OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING THE 13TH AVENUE STATION URBAN RENEWAL PLAN AND CREATING TWO TAX INCREMENT FINANCING AREAS

Jennifer Orozco, Senior Development Project Manager, Planning and Business Development / Rachel Allen, Deputy City Attorney

13. INTRODUCTION OF ORDINANCES

14. FINALIZING OF ORDINANCES

*Ordinances not approved unanimously at first reading.*

14.a Urban Cottages Jewell - Zoning Map Amendment 497

2025-06 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

15. ANNEXATIONS

16. RECONSIDERATIONS AND CALL UPS

17. GENERAL BUSINESS

17.a Consideration to Appoint One (1) Member to the Civil Service Commission 551

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

17.b Appointment of New Associate Judge and New Relief Judges 586

Shawn Day, Presiding Judge, Municipal Court / Angela Garcia, Senior Assistant City Attorney

18. REPORTS

18.a Mayor

18.b Council

19. PUBLIC INVITED TO BE HEARD

(non-agenda related issues only)

20. ADJOURNMENT

# CITY OF AURORA
## Council Agenda Commentary

| |
|---|
| **Item Title:** 2025 Summer Community Investment Financing Program Round |
| **Item Initiator:** Jessica Prosser, Director, Housing and Community Services |
| **Staff Source/Legal Source:** Sarah Pulliam, Manager of Community Development, Housing and Community Services / Andrea Wood, 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:** 2/23/2026

**Regular Meeting:** 3/9/2026

**2nd Regular Meeting (if applicable):** n/a

**Item requires a Public Hearing:** ☐ Yes ☒ No

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

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

Sarah Pulliam, Manager of Community Development, Housing and Community Services / Andrea Wood, Assistant City Attorney

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

☐ Approve Item and Move Forward to Study Session

☐ Approve Item as Proposed at Policy Committee

☐ Approve Item and Move Forward to Regular Meeting

☒ Approve Item as Proposed at Study Session

☐ Information Only

☐ Approve Item as Proposed at Regular Meeting

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

**PREVIOUS ACTIONS OR REVIEWS:**

**Policy Committee Name:** Housing, Neighborhood Services & Redevelopment

**Policy Committee Date:** 1/27/2026

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

☒ Recommends Approval

☐ Does Not Recommend Approval

☐ Forwarded Without Recommendation

☐ Minutes Not Available

☐ Minutes Attached

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

The purpose of the Community Investment Financing application is to provide resources for developers and service providers interested in creating and/or preserving affordable housing opportunities in the city of Aurora. The city's housing priorities are established in the recently adopted Housing Strategy and guided by six policies informed by best practices and extensive community input. Applications will be evaluated based on alignment with the policies and goals of the Housing Strategy.

Types of Projects Funded: New rental or for-sale affordable housing, rehabilitation/preservation of existing affordable housing, permanent supportive housing, and homelessness service providers with infrastructure needs related to housing.

Funding Sources: Amounts will vary from year to year based on changing federal grant allocations, program income received, and funding needs for other programs. Sources will include some or all of the following: HOME (Home Investment Partnership Program) funds and CDBG (Community Development Block Grant). The Summer round of funding included $ 3 million in HOME funds, and $ 2 million of CDBG funds.

General Application Components/Evaluation Criteria:
Alignment with Housing Strategy.

Meets an identified housing need in the community

Demographics to be served by the project reflect the principles of diversity, equity, and inclusion Average median income to be served by the project.

Cost-effectiveness: leveraging of funding, review of sources and uses, and funding sustainability
Available city funding sources based on project type, developer or organization experience, and surrounding compatible uses.

Review Committee: City staff including Community Development, Homelessness Program, Finance, Planning, and Urban Renewal, and members of the Community Housing and Development (CHD) Committee.

Timeline:
Request for applications released August 28, 2025
Application due September 30, 2025

Review of applications, committee recommendations, and presentations to City Policy Committees – October 1 - 4, 2025

Announcement of financing awards – Early February 2025

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

Applications for the City of Aurora's Community Investment Financing round were received on September 30, 2025, and reviewed by a committee consisting of City staff and members of the Community Housing and Development Committee. A total of (4) applications totaling 81 units were received. One (1) applicant withdrew prior to entering the review portion due to their proposed project falling apart outside of the process. Total requests included $3.75M in HOME and $2M in CDBG.

Recommendations for funding: Trolley Park Apartments - $2M in CDBG A presentation will be included at the HORNS 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.)*

The city currently has $ 3.75 million in HOME funds, and $2 million of CDBG funds for the 2025 Summer round of funding.

**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.)*

City staff will coordinate closely with project developers and their legal counsel to draft, negotiate, and execute all required agreements to safeguard the City's interests and ensure compliance with applicable federal funding requirements. While this work will be absorbed within existing staff capacity and does not require additional FTEs, the Housing & Community Services Department wants to note that the agreement development and execution process has become increasingly complex and time-intensive in recent years, with execution timelines that can extend several months.

## QUESTIONS FOR COUNCIL

Does the Council wish to support this item?

## LEGAL COMMENTS

Colorado Constitution, Art. XIV, Sec 18, Subsection 2(c) permits the City to contract with private persons, associations, or corporations for the provision of any legally authorized functions, services, or facilities within or without its boundaries. Community Development Block Grant (CDBG) funds may be used for a wide range of community development activities, including the acquisition of real property for public purposes such as the development or operation of homeless shelters; the provision of grants, loans, or loan guarantees to for-profit businesses for eligible economic development activities; the elimination of slums or blight; and the addressing of urgent community development needs that pose a serious and immediate threat to the health or welfare of the community where other financial resources are not available. These activities are authorized under 24 C.F.R. 570.200 through 570.204. The HOME Investment Partnerships Program (HOME) is a separate federal program with more limited eligible uses and may be used only for affordable housing activities. HOME funds may be used to support the development and preservation of affordable rental housing and homeownership through

eligible activities such as acquisition, rehabilitation, construction, and tenant-based rental assistance, as provided in 24 C.F.R. 92.205(a)(1). (Wood)

Aurora Housing and Community Development Division

# Community Investment Financing Program

## 2025 Summer Round

# Community Investment Program (CIF) Purpose

# Aurora Housing Strategy

The purpose of the Community Investment Financing **program is to provide bridge financing for developers and service providers interested in creating and/or preserving affordable housing in the city of Aurora.**

Program applications are evaluated based on alignment with the Aurora Housing Strategy.



# Application Components

1. Alignment with Housing Strategy
2. Meets an identified housing need in the community
3. Demographics to be served by the project reflect the principles of diversity, equity, and inclusion
4. Average median income to be served by the project
5. Cost-effectiveness: Leveraging of funding, review of sources and uses, and funding sustainability
6. Available city funding sources based on project type, developer or organization experience, and surrounding compatible uses

| Deadline/Dates | Action Item | Lead |
|---|---|---|
| August 28, 2025 | Notices for NOFO are sent to Neighborly, Newspaper, Website, and Email Blast | Housing Development Supervisor |
| September 1, 2025 | Application Period is Opened | Neighborly Software |
| September 13, 2025 & September 20, 2025 | Developer Education | Housing Development Supervisor |
| TBD | Review Committee PPT Education | Housing Development Supervisor |
| September 30, 2025 | Application Period is Closed | Neighborly Software |
| October 1, 2025 | Compile Applications for Review Committee | Housing Development Supervisor |
| October 1-4, 2025 | Application review and issues recommendations | Review Committee |
| October 15, 2025 | Presentations of Pre-awarded projects at CHD Meeting | CHD Committee |
| December 12, 2025 (Estimated) | Review Committee Application Recommendations | Housing Development Supervisor |
| January 27, 2026 | Recommendations presented to HORNs Committee | Housing Development Manager or Supervisor |
| TBD | Issue Pre-Award Letters | Housing and Community Development Manager |
| February 23, 2026 | Recommendations presented to Study Session | Housing Development Manager or Supervisor |
| TBD | Issue Final Award Letters | Housing and Community Development Manager |

# Summer 2025 Timeline

# Review Panel

The review committee evaluated applications for responsiveness to requirements on **12/12/2025.** The panel consisted of representatives from the following departments:

Finance Administration (1)

Community Development (2)

Citizens Advisory Committee for Housing and Community Development (2)

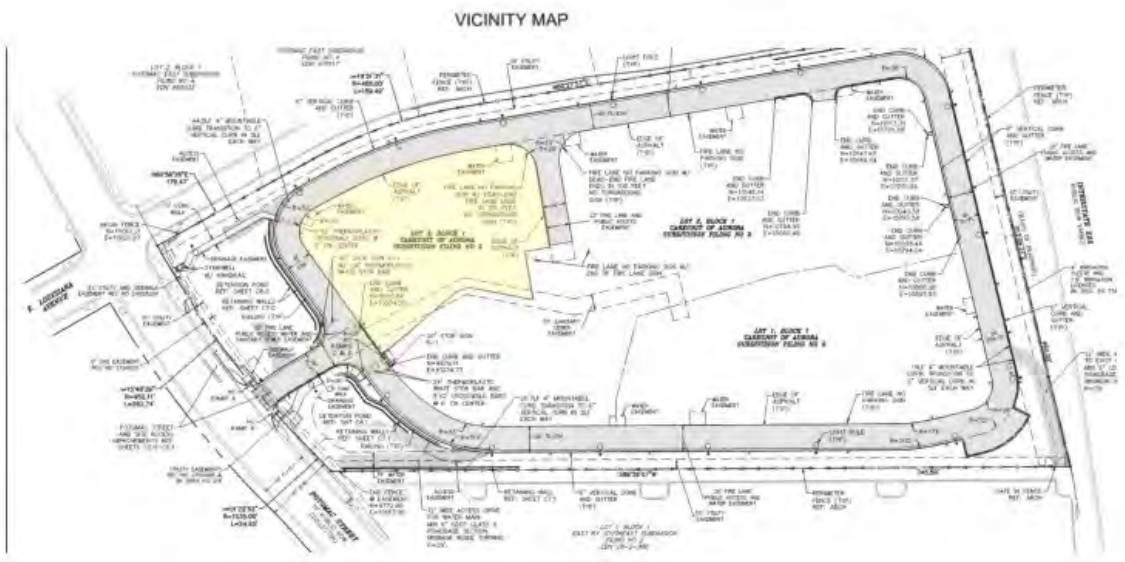
# Community Investment Finance Review

| **Total Grant Amount To Be Allocated:** | |
|---|---|
| HOME Funds | $3,000,000 |
| CDBG Funds | $2,000,000 |
| **TOTAL** | **$5,000,000** |
| Total Number of Agencies Applied: | 4 |
| Total Applications: | 4 |
| Total Amount Requested: | $5,750,000 |
| Total Amount Awarded: | **$2,000,000** |
| Total Number of New Units added to Housing Stock: | **0** |
| Number of Units Already in the Pipeline | 81 |
| Total Units in this application round | 81 |

# Community Investment
# Financing Funding Recommendations

| | | Funding Requested | | | Funding Recommendations | |
|---|---|---|---|---|---|---|
| | **Project Name** | **HOME $3,000,000** | **CDBG $2,000,000** | | **HOME $3,000,000** | **CDBG $2,000,000** |
| **1** | Sanctuary on Potomac | $750,000 | | | $0 | $0 |
| **2** | Trolley Park Apartments | $3,000,000 | | | $0 | $0 |
| **3** | Trolley Park Apartments | | $2,000,000 | | $0 | $2,000,000 |
| | | **$3,750,000** | **$2,000,000** | | **$0** | **$2,000,000** |

# Project: Sanctuary on Potomac




Agency: Aurora Housing Authority
Address: 1290 S. Potomac Street, 80012
Ward: 4
Units: 43
Income Target: at or below 30 & 50% AMI
Funding Request: $750K (HOME)
Recommended: $0

# Project: Trolly Park Apartments



Agency: Aurora Housing Authority

Address: 1445 Dallas Street

Ward: 4

Units: 38

Income Target: at or below 50% & 60% AMI

Funding Request: $3M (HOME) & $2M(CDBG)
Recommended: $2M (CDBG)

# Questions?



Does City Council approve the recommendations as presented?

# THANK YOU



Sarah A. Pulliam
Manager of Community Development | City of Aurora
sacarrol@auroragov.org

Bianca Lopez
Housing and Community Development Supervisor | City of Aurora
blopez@auroragov.org

# CITY OF AURORA
## Council Agenda Commentary

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

**COUNCIL MEETING DATES:**

**Study Session:** 2/23/2026

**Regular Meeting:** 3/9/2026

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

**Item requires a Public Hearing:** ☐ Yes ☒ No

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

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

Cecilia Zapata, Deputy City Clerk / Andrea Wood, Assistant City Attorney

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

☐ Approve Item and Move Forward to Study Session

☒ Approve Item and Move Forward to Regular Meeting

☐ Information Only

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

☐ Approve Item as Proposed at Policy Committee

☐ Approve Item as Proposed at Study Session

☐ Approve Item as Proposed at Regular Meeting

**PREVIOUS ACTIONS OR REVIEWS:**

**Policy Committee Name:** N/A

**Policy Committee Date:** N/A

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

☐ Recommends Approval ☐ Does Not Recommend Approval

☐ Forwarded Without Recommendation ☐ Minutes Not Available

☐ Minutes Attached

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

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

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

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

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

Article V, Section C – Meeting Attendance

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

As of October 2, 2025, Jasmine Jama has not attended two consecutive meetings and has not given prior notification of being absent. The Commission attempted to contact Jasmine on Janaury 9, 2026 regarding her excessive asbences, but she has not responded to multiple email attempts.

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

**FISCAL IMPACT**

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

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

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

n/a

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

n/a

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

n/a

**WORKLOAD IMPACT**

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

n/a

## QUESTIONS FOR COUNCIL

Does Council wish to support the removal of Jasmine Jama from the Aurora Youth Commission?

## LEGAL COMMENTS

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

MEMORANDUM

City of Aurora

AuroraGov.org

To: Mayor Coffman and Members of City Council

From: Dave Wagner, City Liaison, Aurora Youth Commission

Through: Donna Hunt, Youth services and Marcus Bond, City Clerk Analyst

Date: January 22, 2026

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

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

Jasmine has been absent from the last three consecutive meetings. No communication has been received from Jasmine since October 2, 2025.

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

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

The board member was contacted on the following days regarding the Aurora Youth Commission's concerns:
January 9, 2026

The board member's response was as follows: Jasmine did not respond.

**Recommendation**

**The Aurora Youth Commission respectfully recommends to city council the removal of Jasmine Jama as a member on the Aurora Youth Commission.**

# CITY OF AURORA
## Council Agenda Commentary

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

**COUNCIL MEETING DATES:**

**Study Session:** 2/23/2026

**Regular Meeting:** 3/9/2026

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

**Item requires a Public Hearing:** ☐ Yes ☒ No

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

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

Cecilia Zapata, Deputy City Clerk / Andrea Wood, Assistant City Attorney

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

☐ Approve Item and Move Forward to Study Session

☒ Approve Item and Move Forward to Regular Meeting

☐ Information Only

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

☐ Approve Item as Proposed at Policy Committee

☐ Approve Item as Proposed at Study Session

☐ Approve Item as Proposed at Regular Meeting

**PREVIOUS ACTIONS OR REVIEWS:**

**Policy Committee Name:** N/A

**Policy Committee Date:** N/A

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

☐ Recommends Approval ☐ Does Not Recommend Approval

☐ Forwarded Without Recommendation ☐ Minutes Not Available

☐ Minutes Attached

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

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

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

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

The Aurora Youth Commission currently has five (5) youth member vacancies and four (4) adult member vacancies. The Commission received five (5) applications and interviews were conducted on February 5, 2026.

Among the applicants were:
Emily Fay – Adult
Laura Marie DePierre - Adult
Shrihan Desai- Youth
Abdullahi Adan – Youth
Malik Ayoub - Youth

Upon conducting interviews, the Aurora Youth Commission respectfully recommends the appointment of the following candidates:

Emily Fay (Adult) – 1st term beginning 8/1/2025 and ending on 7/31/2027
Shrihan Desai (Youth) – 1st term beginning 8/1/2025 and ending on 7/31/2027

**FISCAL IMPACT**

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

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

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

n/a

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

n/a

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

n/a

**WORKLOAD IMPACT**

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

n/a

## QUESTIONS FOR COUNCIL

Does Council wish to support the appointment of Emily Fay and Shrihan Desai to the Aurora Youth Commission?

## LEGAL COMMENTS

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

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 6th, 2025

Subject: New Appointment to the Aurora Youth Commission

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Board or Commission Name: Aurora Youth Commission

Number of Vacancies: 5 Youth, 4 Adults

## Interview Information

Date of Interviews: February 5, 2026

Applicant Names: Emily Fay, Laura Marie DePierre, Shrihan Desai, Malik Ayoub, Abdullahi Adan

Applicants Interviewed: 1 Adult

## Recommendation

Suggested Appointment: Emily Fay

Summary: Emily Fay is a life-long Aurora resident with an extensive background in youth sports and youth development. As a soccer coach, she has built programs, developed a highly successful team culture and focuses on a student-athlete model. She has extensive experience in volunteering in her community as well as a variety of non-profit work. She wants to help the commission develop as a team and she also has shown interest in teaching grant writing to the commission. Her friends would describe her as authentic and understanding with a deep amount of integrity.

The Aurora Youth Commission strongly supports the appointment of Emily Fay as a**n Adult** member of the Aurora Youth Commission.

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 6th, 2025

Subject: New Appointment to the Aurora Youth Commission

---

Board or Commission Name: Aurora Youth Commission

Number of Vacancies: 5 Youth, 4 Adults

## Interview Information

Date of Interviews: February 5, 2026

Applicant Names: Shrihan Desai, Emily Fay, Laura Marie DePierre, Malik Ayoub, Abdullahi Adan

Applicants Interviewed: 1 Youth

## Recommendation

Suggested Appointment: Shrihan Desai

Summary: Shrihan Desai, a Sophomore at Cherokee Trails High School, is an active youth in his community. He is currently a member of officer of several clubs including, FBLA, DECCA, HOSA. He sees the value in the access to education and strives to provide that access to as many in the city of Aurora as possible. He would like the commission to focus on environmental concerns and he sees the benefits of maintaining a healthy environment.

The Aurora Youth Commission strongly supports the appointment of Shrihan Desai as a member of the Aurora Youth Commission.

**Aurora Youth Commission**

**Applicant Package - Ward I**

Aurora Youth Commission - Ward I

**Term** 01 Aug 2024 - 31 Jul 2026
**Positions Available** 9

**Number of applicants in this package** 1

- Fay, Emily

Received: 1/28/2026
Ward I Resident and Registered Voter
Adams County
Vetted: 1/29/2026
*Marcus Bond*

**Name:** Fay, Emily

**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?:**
37 years

**Are you registered to vote?:**

Yes

**Years of Education Completed:**
18

**Degree(s) Received:**
B.A. Exercise Science and Health Promotion, M.Ed. Educational Leadership and Policy Studies

**College(s) Attended:**
Colorado State University - Pueblo, University of Denver

**Employer Name:**
Colorado Soccer Foundation

**Employer Address:**
15960 East Colfax Ave.

**Current Position:**
Director of Programming

**Years with Current Employer:**
4

**Work Experience:**
www.linkedin.com/in/emilyfay1

**Certification(s):**
Child, Infant, and Adult First Aid, CPR and AED, Stanford Diabetes Prevention Program Lifestyle Coach, Project Power Facilitator American Diabetes Association.

**How are you involved in your community?:**
I am an Aurora Public Schools Alumni. I coached Girls Soccer at Aurora Central from 2008-2016. I currently serve as the Director of Programming at Soccer City Aurora serving thousands of Aurora youth and young adults.

**List your interests and activities.:**
Soccer, Triathlons, Reading, Language Justice, Parenting, Mindfulness, Drug and Violence Prevention, Positive Mentoring, and FIRST Time experiences!

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

No

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

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

No

**Why do you desire this appointment?:**
I want to be of service in the community I live in and offer the expertise I have in the field of positive youth development and cultural competence.

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

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

No

**If yes, please explain:**
N/A

**Reference 1: Full Name, Phone Number and Address:**
Curtis Gardner [redacted]

**Reference 2: Full Name, Phone Number and Address:**
Alice Enriquez [redacted]

**Reference 3: Full Name, Phone Number and Address:**
Anna Martinez [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:**
Emily Fay

**Time of Submission:** 01/28/26 10:33:05 PM

**Aurora Youth Commission**

**Applicant Package - Ward II**

Aurora Youth Commission - Ward II

**Term** 01 Aug 2024 - 31 Jul 2026
**Positions Available** 8

**Number of applicants in this package** 1

- DePierre, Laura Marie

Received: 11/22/2025
Ward II Resident and Registered Voter
Arapahoe County
Vetted: 11/25/2025

*Marcus Bond*

**Name:** DePierre, Laura Marie

**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?:**
6 months

**Are you registered to vote?:**

Yes

**Years of Education Completed:**
Many

**Degree(s) Received:**
Doctorate of Psychology

**College(s) Attended:**
George Fox University

**Employer Name:**
Unemployed

**Employer Address:**
Unemployed

**Current Position:**
Psychologist

**Years with Current Employer:**
0

**Work Experience:**
Practicing psychologist and federal law enforcement officer for more than ten years.

**Certification(s):**
Many

**How are you involved in your community?:**

I am a career civil servant, a small business owner, an activist, an advocate, a community organizer, and a mom. I am a former federal law enforcement officer. I am a psychologist who has worked with inmates and those struggling with substance use for the past ten years. I am currently a member of Soil Web Connections in Wheatridge, helping Brain Storm and connect environmentally conscious individuals and groups. While new to Aurora, I previously served on the community relations board for a federal correctional institution. I was also a member of the Chamber of Commerce, a regular attendee of two borough councils, the Library board, and Charity events. In the past five years, I've organized many charitable events, including a very successful collaboration between local businesses and animal shelters that resulted in adoptions and pet food collection. I'm also an avid user of community resources. My family uses the libraries and parks, we attend community events, and I have a city tree on my property. I am deeply committed to improving the lives of the people in my community and I would be proud to serve on the Aurora Youth Commission.

**List your interests and activities.:**
Science, libraries, Girl Scouts, music, nature, pets, and more.

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

No

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

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

No

**Why do you desire this appointment?:**
I want to use my expertise as a psychologist and my experience as a mom in community to better the well-being of Aurora's youth. I have four kids, from two months to 9 years old. We homeschool, which also needs representation, and in no way prevents me from caring deeply about our schools. I have a vested interest in making our community healthier, safer, more accessible, and more fun for all our kids.

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

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

No

**If yes, please explain:**
Not that I am aware of. I'm seeking employment with the VA currently.

**Reference 1: Full Name, Phone Number and Address:**
Amy DePierre-Tindle [redacted]

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

**Reference 3: Full Name, Phone Number and Address:**
Richard Thurber [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:**
Laura Marie DePierre

**Time of Submission:** 11/22/25 5:10:14 PM

**Aurora Youth Commission**

**Applicant Package - Ward VI**

Aurora Youth Commission - Ward VI

**Term** 01 Aug 2024 - 31 Jul 2026
**Positions Available** 8

**Number of applicants in this package** 1

- Desai, Shrihan

Received: 1/18/2026
Ward VI Resident & Aurora High School
Arapahoe County
Vetted: 1/20/2026
Marcus Bond

**Name:** Desai, Shrihan

**Address:** [redacted]

**Email:** [redacted]

**Board Name:** Aurora Youth Commission

**Date of Birth:**
[redacted]

**Home Phone Number:**
[redacted]

**Work Phone Number:**
[redacted]

**How long have you lived in Aurora?:**
16 Years

**Are you registered to vote?:**

No

**Years of Education Completed:**
Currently in 10th Grade

**Degree(s) Received:**
4.0 GPA (unweighted) 4.5 GPA (weighted) Ranked 1 out of 762 Students for GPA

**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 have volunteered in a variety of places to give back to my community in Aurora. The following includes places of volunteering: Parker Post Acute (On going) • Supported elderly residents with dementia and other medically-impairing conditions by observing and documenting behaviors for state-mandated reports, and by contacting family members to gather missing information for accurate records. • Engaged residents in therapeutic activities such as reading books and newspapers to promote cognitive stimulation and social interaction • Additionally helped decorate and maintain a warm, welcoming environment that encouraged comfort, dignity, and well-being. Peer Tutoring (On going) • Volunteer at school to help students in subjects they may need assistance in,go to classrooms if the teacher needs assistance to teach the entire class Rocky Mountain Gujarati Samaj (On Going) - Event Volunteer • Supported 1,500+ attendee events: entry check-in, food service, cleanup • Supervised children; helped organize cultural programs and activities BAPS (On Going)*Global – Youth Volunteer & Mentor • Gave speeches, taught moral values/language to younger kids • Event setup, food service, and cleanup at major community functions • Engaged 800+ visitors at the “Unity in the World” exhibition, promoting global unity and collecting pledges of action SASA (South Asian Student Association)(On Going) – Volunteer • Helped organize school cultural and community events Local Library (On Going) • Assisted with shelving, reading events, and youth programs

**List your interests and activities.:**
• Learning keyboard for 3+ years – building creativity, focus, and musical discipline • Ranked chess player – competed in state and local tournaments with multiple placements • Tennis – school team athlete demonstrating teamwork and perseverance • Passionate about medicine and science; goal-oriented toward becoming a doctor • Actively engaged in personal growth through competitions, volunteering, and leadership • FBLA – Financial Math(National Qualifier) • Speech & Debate – National Qualifier • HOSA – Medical Math (Top 10 in State) • Tennis MVP- awarded MVP on tennis team

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

Yes

**If yes, enter the board name and position:**
Colorado FBLA (Future Business Leaders of America)- this club consists of thousands of students who want to explore the field of Business. My job as an officer is to lead district operations such as organize competition and recruit new members for the club. Position: District Communications and Outreach Coordinator

**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 apply to the Aurora Student Commission because it offers a meaningful opportunity to represent student voices and contribute to decisions that directly impact young people in our community. I care about making Aurora a place where students feel heard, supported, and included, and I believe this commission provides me with an opportunity to articulate these thoughts. I am also an experienced public speaker and have served leadership roles that would really allow me fulfill the needs of this honorable role. Therefore, this program would enable me to give back to my community in a meaningful way. I am committed to representing students thoughtfully and working to create positive change for Aurora’s future.

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

10-15 Hours Each 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:**
Karen Slusher,[redacted]

**Reference 2: Full Name, Phone Number and Address:**
Angela Gallagher,[redacted]

**Reference 3: Full Name, Phone Number and Address:**
Julie, Scheffel,[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:**
Shrihan Hriday Desai

**Time of Submission:** 01/18/26 6:16:11 PM

**Attachments**

- Marksheet.PDF

**Aurora Youth Commission**

**Applicant Package - Ward III**

Aurora Youth Commission - Ward III

**Term** 01 Aug 2024 - 31 Jul 2026
**Positions Available** 9

**Number of applicants in this package** 1

- Ayoub, Malik

Received: 2/3/2026
Ward III Resident and Aurora Student
Arapahoe County
Vetted: 2/3/2026
Marcus Bond

**Name:** Ayoub, Malik

**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?:**
4 years

**Are you registered to vote?:**

No

**Years of Education Completed:**
10 years

**Degree(s) Received:**
0

**College(s) Attended:**
0

**Employer Name:**
The ROCK Center

**Employer Address:**
N/A

**Current Position:**
Youth Leader

**Years with Current Employer:**
1

**Work Experience:**
Various youth programs, including the Peace Warriors Summer Camp and other volunteer activities alongside mental health professionals and community organizers

**Certification(s):**
N/A

**How are you involved in your community?:**
I recently organized a walkout at Overland Highschool, and I attend and plan to attend various volunteer and community assistance programs

**List your interests and activities.:**
Creative writing, speech and debate, politics, MUN, theater

**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 be more involved with Aurora and give back to our community.

**How much time do you anticipate being able to spend on this appointment each month?:**
I can dedicate a majority of my time to community organization

**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:**
Ellie Coyl, [redacted]

**Reference 2: Full Name, Phone Number and Address:**
Corbin Tobey-Davis,[redacted]

**Reference 3: Full Name, Phone Number and Address:**
Tierra Zuniga, [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:**
Malik Ayoub

**Time of Submission:** 02/03/26 12:15:58 PM

**Aurora Youth Commission**

**Applicant Package - Ward V**

Aurora Youth Commission - Ward V

**Term** 01 Aug 2024 - 31 Jul 2026
**Positions Available** 9

**Number of applicants in this package** 1

- Adan, Abdullahi

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

Marcus Bond

**Name:** Adan, Abdullahi

**Address:** [redacted]

**Email:** [redacted]

**Board Name:** Aurora Youth Commission

**Date of Birth:**
[redacted]

**Home Phone Number:**
[redacted]

**Work Phone Number:**
[redacted]

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

**Are you registered to vote?:**

No

**Years of Education Completed:**
11

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

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

**Employer Name:**
King Soopers

**Employer Address:**
4271 S Buckley Rd

**Current Position:**
Cashier

**Years with Current Employer:**
1 Year 7 Months

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

**Certification(s):**
Food Safety, Money Handling.

**How are you involved in your community?:**

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

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

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

No

**If yes, enter the board name and position:**
None

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

No

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

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

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

No

**If yes, please explain:**
None

**Reference 1: Full Name, Phone Number and Address:**
Sooyoung Matthews, [redacted]

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

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

**How did you hear about us?:**

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

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

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

**Attachments**

- Abdullahi Resume.pdf

# Abdullahi Adan

[redacted]

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[redacted]

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

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## Education

**Lotus School for Excellence** — Rising Senior
*Expected Graduation: 2026*

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

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## Work Experience

**King Soopers** — Cashier and Courtesy Clerk
*Dec 2023 – Present*

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

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## Leadership & Extracurricular Activities

**Senior Class President**

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

**Muslim Student Association (MSA)** — President

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

**Black Student Association** — Co-founder and President

- Established a space for cultural empowerment and student advocacy

**Ethnic Student Association** — Co-founder and President

- Drive events and dialogue promoting diversity and equity

**Debate Team** — Captain

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

**Founder, Adan Sports Management**

- Manage sports-related projects and client relationships

**Tutor, Nonprofit Founder**

- Founded a tutoring nonprofit to help peers improve academic skills

**MIT Summer Program** — App Development

- Selected participant in a prestigious technology program

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# Skills

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

# CITY OF AURORA
## Council Agenda Commentary

| |
|---|
| **Item Title:** Grant Agreement between the City of Aurora and Great Outdoors Colorado (GOCO) for the Generation Wild Program for 2026 - 2030 (Resolution) |
| **Item Initiator:** Brian Green, Director, Parks, Recreation and Open Space |
| **Staff Source/Legal Source:** Joy Thompson, Natural Resources Supervisor, Parks, Recreation and Open Space / Kim Skaggs, Sr. Assistant City Attorney**Staff Source/Legal Source:** Joy Thompson, Natural Resources Supervisor, Parks, Recreation and Open Space / Kim Skaggs, Senior 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:** 2/23/2026

**Regular Meeting:** 3/9/2026

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

**Item requires a Public Hearing:** ☐ Yes ☒ No

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

- Agenda long title
- Waiver of reconsideration requested, and if so, why
- Sponsor name
- Staff source name and title / Legal source name and title
- Outside speaker name and organization
- Estimated Presentation/discussion time for Study Session

Joy Thompson, Natural Resources Supervisor, Parks, Recreation and Open Space / Kim Skaggs, 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:** Parks, Foundations & Quality of Life

**Policy Committee Date:** 1/22/2026

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

☒ Recommends Approval

☐ Does Not Recommend Approval

☐ Forwarded Without Recommendation

☐ Recommendation Report Attached

☒ Minutes Attached

☐ Minutes Not Available

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

This resolution was approved in 2025 by PFQL and full council. Since then, the grant was received and some language was changed in the resolution, reflecting who can sign the document from the city, per GOCO request. Below is background information for those who are not familiar with the grant.

In 2017, Aurora was awarded $210,000 in grant funding for a capital improvement project and to provide programs for areas of persistent poverty in Northwest Aurora. The program was called Generation Wild, and funding was provided by Great Outdoors Colorado (GOCO). The intention was to engage with these areas and get kids and families into the outdoors and nature. The areas were defined by the grant as Commerce City, Northeast Park Hill, Montbello and Northwest Aurora. With all the proven benefits of spending time in nature this program aimed to not only introduce kids and their families to the wonders of nature, but also to help make these opportunities sustainable, so participants will continue to spend time in nature in Aurora and beyond. The Open Space Natural Resource (OSNR) naturalist team received $113,990 out of the $210,000 total and, between 2018 and 2020, and delivered a wide variety of programs that engaged kids and families in nature and the outdoors. The capital improvement project was awarded $96,010 to complete the Cottonwood Discovery Area at Sand Creek Park. A multi-year grant contract was approved, and the funding was spent through 12/10/2020. In 2020, GOCO decided to extend the grant through 2023. In January 2021, GOCO awarded additional funding to Aurora for the next three years, specifically for naturalist programming. ($107,832 in total, or $35,944 each year, 2021-2023).

When the original grant was awarded in 2017, Aurora joined a coalition of participating organizations called the Northeast Metro Coalition (NEMC). This provided a regional perspective on programming nature activities to kids and their families, and central administration for coalition members. Aurora worked with 13 coalition partners including Commerce City, City and County of Denver, Environmental Learning for Kids (ELK), Sand Creek Regional Greenway Partnership and Boys and Girls Club of Metro Denver. Aurora also branched out beyond the coalition members to engage more of the Northwest Aurora community, working with organizations such as the Village Exchange Center, Aurora Youth Options, SOAR (Seeing Our Adolescents Rise) and Aurora Sister Cities International.

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

In 2024, GOCO approved interim grant funding for the Generation Wild program for fiscal years 2024 and 2025 in the amount of $18,000 per year, conditioned upon annual GOCO board approval. NEMC applied for an interim grant and received $371,000, of which Aurora received $36,000 ($18,000 for each FY 2024 and 2025 for a total of $36,000).

In 2025, GOCO opened a new grant cycle to run from 2026-2030, and the Northeast Metro Coalition has again applied for funds. Through this application, the City of Aurora received $168,000.00, to be paid out over five years at the level of $33,600.00 each year. The funds will go towards program supplies and operational costs, including part of the salary of the Generation Wild Program Coordinator.

This agreement sets out the terms by which cities and non-profit members of the NEMC will work together to keep records, make payments for goods and services, and share that information with the lead NEMC agency. Denver and Aurora are obligated to share the number of participants and overall project budget information to the lead agency under this agreement so that the entire NEMC can excel in the delivery of programs based on each member's successes. Aurora's data will be compiled annually and will be shared with the lead agency and the Coalition Director for their roll-up annual reporting to GOCO for the entire NEMC.

Aurora will also sign a new contract for this grant with GOCO as the funding agency (agreement included in this package). This grant is a reimbursement, so GOCO reimburses the City at the end of each fiscal year for grant funds spent, minus the cash match.

**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.)*

Revenue- Revenue will increase $33,600.00 per year in 2026-2030 in the Gifts and Grants fund.

**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.)*

Operating ORG 61052 (ARCO) will provide a total of $23,520.00 over in matching funds for this grant over the next five years (FYs 2026-2030). The annual expense appropriation of $33,600.00 will be requested through a supplemental budget process and will have a net-zero expense impact.

**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 $33,600.00 will be used, in part, to fund a VHBE Generation Wild Program Coordinator. Operating org 61052 (ARCO) will provide $4,704.00 each year for the salary of the coordinator as a match for the grant. Remaining naturalist staff will provide in-kind match through helping the coordinator with Generation Wild programming. Remaining naturalist staff will provide a total of 3,000 program hours for the Generation Wild program by the end of FY 2030.

## QUESTIONS FOR COUNCIL

Does the City Council support moving the Resolution for Generation Wild funding to a Regular Council Meeting for a vote?

## LEGAL COMMENTS

The net proceeds of the Colorado Lottery may be distributed, by grants, to municipalities to "preserve, protect, enhance and manage the state's wildlife, park, river, trail and open space heritage." The State Board of the Great Outdoors Colorado Trust Fund requires City Council to adopt a resolution approving each grant application by the City and authorizing the execution of each grant awarded for local parks and outdoor recreation. (Colo. Const. Art. 27, Section 1). Council shall provide for the planning and supervision of a community recreation program and for equipping and maintaining City owned or controlled parks, recreation areas, and facilities. (City Charter Art. 8-3). The state or any of its political subdivisions are authorized to cooperate and contract with one another or with the federal government to provide any function, service, or facility lawfully authorized to each, including the sharing of costs. (Colo. Const. Art. 14, Section 18, subsection (2)(a)). City Council has the authority and power to promote the prosperity, comfort and convenience of the city and its inhabitants. (City Code Sec. 2-32). Upon authorization by a majority vote of the members of council voting thereon the Mayor shall execute all intergovernmental agreements to which the City is a party. (City Code Sec. 2-31). (Skaggs)

# Open Space and Natural Resources



## Generation Wild Program

## 2026-2030

Joy Thompson
Natural Resources Supervisor

# What is Generation Wild?







# What do we do?

**Outdoor Adventures in Nature**

- Kayaking
- Horseback Riding
- Snow Tubing
- Ice Skating
- Hiking
- Biking
- Fishing
- Archery
- Swimming
- Nature Exploration
- Wildlife Watching
- Plants and Wildflowers
- Water Exploration
- Nature Art
- Camping
- Stewardship
- Mindfulness







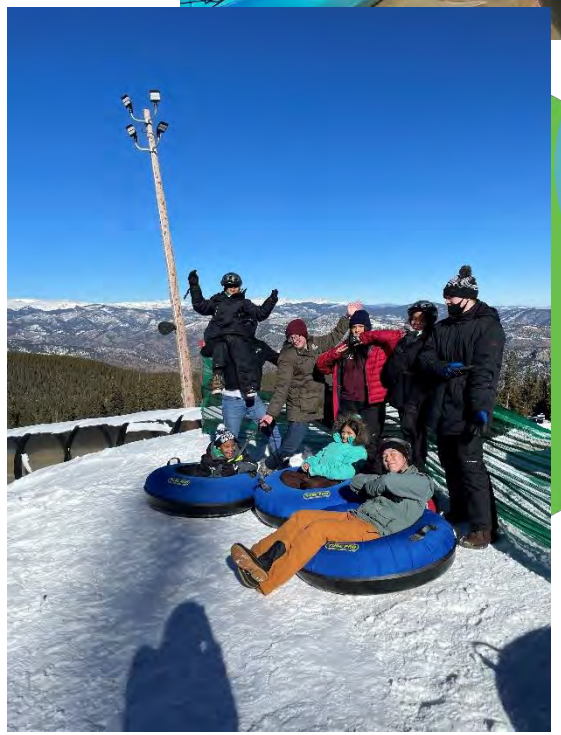
# Outcomes

Joanna McComb "Thanks again for today! One student said she would remember this day forever!"

Danielle Dobias "Hey! Just wanted to thank you again for facilitating such an amazing event at Prairie! The students truly loved it and kept asking about future events!"

**34,017 kids and family members from 2017-2025!**







# Next Steps








2017-2020

$113,900.00

2020-2023

$107,832.00

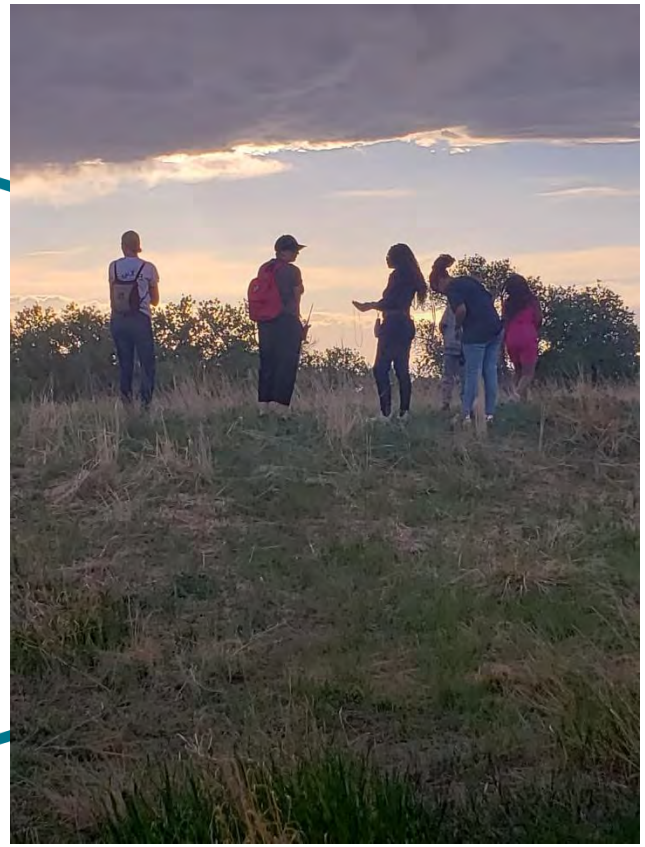
2024-2025

$36,000.00

# Next Steps





**2026-2030**

$168,000.00

RESOLUTION NO. R2026- ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL'S APPROVAL OF A GRANT AGREEMENT BETWEEN THE CITY OF AURORA AND THE STATE BOARD OF THE GREAT OUTDOORS COLORADO TRUST FUND FOR FISCAL YEARS 2026 THROUGH 2030 TOTALING $168,000.

WHEREAS, the State Board of the Great Outdoors Colorado Trust Fund ("GOCO") is a political subdivision of the State of Colorado which uses the net proceeds of the Colorado Lottery to invest in the state's parks, wildlife, open space, and recreational resources; and

WHEREAS, GOCO has prioritized continued Generation Wild support in the GOCO 2025 Strategic Plan to advance equitable access to the outdoors through local coalitions that provide program and pathway opportunities to youth and families; and

WHEREAS, in 2015, GOCO created a statewide grant program known as the Generation Wild program, in which eligible entities may apply for grants from GOCO to connect communities to the outdoors; and

WHEREAS, in 2017 the City of Aurora, Colorado, ("City") applied for and received a three-year GOCO grant ("Contract No. 1788-3") in the amount of $210,000 to fund outdoor environmental education and passive recreational programs for youth and families; and

WHEREAS, in 2020 the City applied for and received another three-year GOCO grant to fund outdoor environmental education and passive recreational programs; and

WHEREAS, the City submitted a detailed application on behalf of the GoWild Northeast Metro Coalition that contemplated executing outdoor programs for youth and families to sustain programmatic work, shore-up capacity, and/or refine the operational model to be called the GoWild project, and GOCO approved the application on September 22, 2023; and

WHEREAS, GOCO approved interim funding for the City as a Grantee for the GoWild project for fiscal year 2024 and fiscal year 2025 in the amount of $18,000 per each year, conditioned upon annual GOCO Board approval and authorization; and

WHEREAS, GOCO endorsed a funding strategy to provide further fundings through a grant application for fiscal year 2026 and beyond; and

WHEREAS, the City worked with the Northeast Metro Coalition to apply for a $168,000.00 grant for the fiscal year 2026 through the fiscal year 2030, or $33,600.00 for each fiscal year, to continue to fund nature education and passive recreational programming; and

WHEREAS, the grant was approved by GOCO and will provide free entry to the Aurora Reservoir for program participants, free entry to the Open Space Natural Resource events like the

Agriculture Festivals, the Trick or Treat Nature Trail, the Santa Wagon Rides, and the Aurora naturalist staff time; and

WHEREAS, Aurora City Code Section 2-31 provides that upon authorization by a majority vote of the members of council voting thereon the Mayor shall execute all intergovernmental agreements to which the City is a party.

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

Section 1. City Council approves the Grant Agreement between the City and the State Board of the Great Outdoors Colorado Trust Fund, a copy of which is attached hereto as Exhibit A and incorporated into this Resolution by this reference (the "Agreement").

Section 2. City Council authorizes the Mayor to execute the Agreement on behalf of the City of Aurora in substantially the form presented at this meeting with such technical additions, deletions, and variations as may be deemed necessary or appropriate by the City Attorney.

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

RESOLVED AND PASSED this _____ day of _____ 2026.

_____
MIKE COFFMAN, Mayor

ATTEST:

_____
KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

PETER A. SCHULTE, CITY ATTORNEY

By: _____
KIMBERLY SKAGGS, Assistant City Attorney

# GRANT AGREEMENT

| | |
|---|---|
| Project Name: | Northeast Metro Coalition |
| Project Completion Date: | December 31, 2030 |
| Contract No.: | 26884b |

## PARTIES TO AGREEMENT

| | |
|---|---|
| Board/GOCO: | The State Board of the Great Outdoors Colorado Trust Fund |
| Address: | 1900 Grant St., Suite 725 Denver, CO 80203 |
| Phone: | 303.226.4533 |
| Contact name: | Leah Kahler-Read |
| | |
| Grantee: | City of Aurora, Colorado |
| Address: | 15151 E. Alameda Parkway Suite 4600, Aurora, CO 80012 |
| Primary Contact: | Joy Thompson |
| Email: | jethomps@auroragov.org |
| | |
| Date: | October 23, 2025 |

## EXHIBITS

| | |
|---|---|
| Exhibit A | Grantee Resolution |
| Exhibit B | Project Application |
| Exhibit C | Approved Budget |
| Exhibit D | Governing Agreements between Grantee and Third Party Beneficiaries |

## RECITALS

A. The State Board of the Great Outdoors Colorado Trust Fund ("GOCO" or the "Board") is a political subdivision of the State of Colorado, created by Article XXVII of the Colorado Constitution, adopted at the November 1992 General Election, which article appropriates a portion of the net proceeds of the Colorado Lottery to GOCO and directs GOCO to invest those proceeds in the state's parks, wildlife, open space and recreational resources.

B. In 2015, GOCO created a statewide grant program, known as Generation Wild, a statewide initiative and registered trademark of GOCO that supports local communities working to connect youth and families to the outdoors.

C. The City of Aurora (“Grantee(s)”), a Government, duly organized in accordance with the laws of Colorado and has full and lawful authority to enter into, and comply with the terms of, this Agreement, submitted a detailed application on behalf of Northeast Metro Coalition that contemplated executing family-centered programs. GOCO approved the Grantee’s application on September 18, 2025. Their application is incorporated as Exhibit B (“Project Application”).

D. The parties intend this agreement to be the detailed grant agreement required by GOCO ("Agreement").

## AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties wish to enter into the Agreement as follows:

## SECTION 1 - PROJECT SCOPE

1. Incorporation of Recitals. The Recitals set forth above are incorporated into this Agreement.

2. Grant and Project. GOCO awards to Grantee a grant in the amount not to exceed $168,000.00 ("Grant"), subject to the terms and conditions set forth in this Agreement. Payments shall be available to Grantee on an annual basis and subject to the terms and conditions set forth in this Agreement.

The Grant shall be used by Grantee solely to complete the Project as approved by GOCO. Grantee has provided GOCO with a resolution adopted by Grantee’s governing body authorizing Grantee’s acceptance of the Grant, subject to this Agreement, and designating an appropriate official to sign this Agreement on Grantee’s behalf. The resolution is attached as Exhibit A. Grantee agrees to use its best efforts to complete the Project.

3. Project Scope. Grantee will not materially modify the Project without the written approval of the Executive Director of GOCO ("Executive Director") or the Executive Director’s designee. Any material change to the Project, whether or not such change is approved in writing by GOCO, may result in a reduction of GOCO's Grant or may require a refund to GOCO from Grantee, pursuant to Paragraph 10 of this Agreement. In addition, any material change to the Project that is

not approved in writing by GOCO may result in termination of the Grant. Grantee shall submit and receive approval from GOCO in writing any significant modifications to scope and/or budget. Grantee should contact GOCO to determine if a modification is significant enough to require formal documentation and approval.

4. Approved Budget. Grantee has completed a detailed five-year budget that reflects all anticipated sources and uses of funds for the Project, including a detailed accounting of Grantee's anticipated direct costs associated with the Project, a copy of which is attached and incorporated as Exhibit C ("Budget").

5. Waiver. Prior to the disbursement of funds, the Executive Director in his or her discretion may waive certain conditions set forth in this Agreement. Anything else to the contrary notwithstanding, the exercise by GOCO staff ("Staff'), the Executive Director or GOCO of any right or discretion reserved to them under this Agreement shall not be deemed a waiver. Furthermore, no waiver by them under this Agreement shall constitute a waiver of any other requirements, actions or conditions, nor shall any waiver granted be deemed a continuing waiver. No waiver by the Staff, the Executive Director or GOCO shall be effective unless in writing executed by them. Additionally, any failure by the Staff, the Executive Director or GOCO to take any actions as set forth in this Agreement shall have no legal effect on the contractual duties of the Grantee. Further, no waiver with respect to this Project, Grant, or Agreement shall constitute a waiver in any other GOCO-funded project.

6. Future Funding. This Agreement and the Grant only apply to the Project specifically described in this Agreement. GOCO makes no representations regarding future funding for future phases of the Project, whether or not described in the Project Application or otherwise.

## SECTION 2 - GRANT PAYMENT

7. Payment of Grant. Payment of the Grant is subject to GOCO's determination in its sole discretion that it has received and has available sufficient net lottery proceeds to fund the Grant and that Grantee has complied with this Agreement, including Grantee's fulfillment of all conditions precedent to funding as set forth in Section 3. In determining the sufficiency of net lottery proceeds, GOCO may consider all facts and circumstances as it deems necessary or desirable, including but not limited to adequate reserves, funding requirements and/or commitments for other past, current and future grants, and past, current and future GOCO operating expenses and budgetary needs.

8. Payment Schedule. Grant payments will be made annually in accordance with the approved implementation plan and attached budget (see Exhibit C). Annual grant payments will commence with calendar year 2026 and continue through calendar year 2030, subject to GOCO's annual review and written approval authorizing the release of funds for each successive year. The Grantee shall expend each year's funds within that same calendar year, consistent with the approved implementation plan. Carryover of unexpended funds from one calendar year to the next may be permitted at GOCO's sole discretion, provided such carryover is minimal, consistent with the approved implementation plan, and compliant with the procedures set forth in Paragraph 3 ("Project Scope") of this Agreement.

9. Payment Options. GOCO offers the following two payment options.

A. Reimbursement Payments. Grantee shall request one (1) reimbursement (progress) payment per calendar year. The Grantee may request reimbursement of up to one hundred percent (100%) of the grant funds allocated to that calendar year's approved Project budget, subject to GOCO's review and written approval of the reimbursement request. Reimbursement requests shall be submitted annually to GOCO by March 31 for expenditures incurred during the preceding calendar year (e.g., Grantee shall request a reimbursement payment for calendar year 2026 by March 31, 2027).

Any funds remaining at the Project Completion Date shall be payable upon GOCO's receipt and approval of a final reimbursement payment request.

B. Advanced Payment. As an alternative to reimbursement payments, Grantee may request one (1) advance payment per calendar year prior to commencing work on the portion of the Project budgeted for that year. The Grantee may request an amount up to one hundred percent (100%) of the grant funds allocated to that calendar year's approved Project budget. Any funds requested in advance must be supported by executed contracts or other documentation evidencing a binding commitment of funds.

At the end of GOCO's fiscal year, which concludes on June 30, GOCO will conduct an audit of all expenditures made to date during the calendar year by the Grantee using GOCO advanced payment funds. This may include requests for any invoices, receipts, billing statements, evidence of payment, or other supporting materials relating to the receipt and use of GOCO funds by Grantee or third-party beneficiaries. The Grantee agrees to provide GOCO materials requested as part of any such review by mid-July. GOCO shall provide Grantee written notification if such review indicates deficiencies, errors, or other issues with money previously advanced. Grantee agrees to confer in good faith within thirty (30) days of receipt of any notifications to achieve a resolution, as appropriate.

Additionally, a reconciliation report for the preceding calendar year shall be submitted to GOCO no later than March 31 of the following calendar year. Prior to the disbursement of any advance payment for year three (3) or any subsequent year, the Grantee shall submit to GOCO a reconciliation report accounting for all advance funds received two (2) years prior (e.g., to receive year three funds, the reconciliation report for year one must have been submitted).

10. Withdrawal of GOCO Funding; Termination of Agreement. Anything in this Agreement to the contrary notwithstanding, with prior notice to Grantee, GOCO reserves the right to withhold or withdraw all or a portion of the Grant, to require a full or partial refund of the Grant, and/or to terminate this Agreement if GOCO determines in its sole discretion that:

*A.* *Altered Expectations*. Facts have arisen or situations have occurred that fundamentally alter the expectations of the parties or make the purposes for the Project or the Grant as approved by GOCO infeasible or impractical;

*B.* *Material Project Changes*. Material changes in the scope or nature of the Project have occurred from how the Project was presented in the Project Application, approved by GOCO without prior written approval of the Executive Director or the Executive Director's designee;

*C.* *Inaccuracies*. Any statement or representation made or information provided by the

Grantee in the Project Application or this Agreement is untrue, inaccurate or incomplete in any material respect; or

*D. Conditions Precedent Not Fulfilled or Unsatisfactory*. Any of the conditions precedent to funding listed in Section 3 below is not fulfilled by Grantee or is unsatisfactory to GOCO, in its sole discretion.

## SECTION 3 - CONDITIONS PRECEDENT

11. Completion Date. Grantee shall complete the Project no later than December 31, 2030. All Grant funds shall be fully expended by this date. Final reporting, including any required financial reconciliation and program documentation, shall be submitted to GOCO no later than March 31, 2031. GOCO may elect to terminate this Agreement and deauthorize the Grant in the event this Completion Date is not met and/or Grantee fails to comply with the Overdue Grants Policy.

12. Grantees Inability to Complete Project. If Grantee determines with reasonable probability that the Project will not or cannot be completed as approved by GOCO, Grantee will promptly advise GOCO in writing.

13. Third Party Beneficiaries. The Grantee is responsible for contracting with all third-party beneficiaries of the Grant to bind those beneficiaries to the terms and obligations set forth in this Agreement. Payments will not be released to any third-party beneficiary until a contract is in place. All contracts are to be attached as Exhibit D as executed.

14. Matching Funds. Matching funds in the minimum amount required by GOCO as set forth in Exhibit C, or as modified and approved in compliance with GOCO procedures, must have been received by Grantee, or the status of efforts to secure matching funding was disclosed and has been deemed satisfactory by Staff. Grantee shall provide evidence of matching funds as GOCO may require in its reasonable discretion.

## SECTION 4 - OTHER PROVISIONS

15. Publicity and Project Information. GOCO has the right and must be provided the opportunity to use information gained from the Project; therefore, Grantee shall acknowledge GOCO funding in all news releases and other publicity issued by Grantee concerning the Project. If any events are planned in relationship to the Project, GOCO shall be acknowledged as a contributor in the invitation for the event. GOCO shall be notified of any such events 30 days in advance. Grantee shall give timely notice of the Project, its inauguration, significance, and completion to the local members of the Colorado General Assembly, members of the board of county commissioners of the county or counties in which the Project is located, as well as to other appropriate public officials. Grantee shall cooperate with GOCO in preparing public information pieces, providing slides and photos of the Project (collectively, "Project Materials") from time to time, and providing access to the Project for publicity purposes. For the avoidance of doubt, all Project Materials generated by Grantee of the Project constitute a "work made for hire" pursuant to the U.S. copyright law (17 U.S.C. Section 201(b)). Grantee agrees that all copyrights and other property rights in the Project Materials developed by Grantee in conjunction with the Project are further owned by GOCO. Grantee forever and irrevocably assigns to GOCO, without further

consideration, all right, title and interest in such copyrights and other proprietary rights. Grantee agrees that GOCO, its successors and assigns shall have the exclusive right to file copyright applications in the United States and throughout the world to the Project Materials or any portion of them in the name of GOCO. Grantee agrees that GOCO, its successors and assigns may act as attorney-in-fact to execute any documents that GOCO deems necessary to record this Agreement with the United States Copyright Office or elsewhere. Grantee agrees to execute any and all documents reasonably requested by GOCO to enforce GOCO's rights under this provision.

16. Generation Wild Trademark, Brand Use, and Recognition

*A. Ownership and Acknowledgment*
Grantee acknowledges that Generation Wild is a registered trademark of GOCO. Communities may use the name and logo with GOCO's approval, but such use does not create any ownership rights. The Generation Wild brand remains the property of GOCO.

B. *Permitted Descriptive Use*
Grantee may refer to itself as "a Generation Wild community" and may use the Generation Wild name and logo in printed or digital materials (including flyers, signage, and promotional items) solely for the purpose of identifying its participation in the Generation Wild initiative.

C. *Brand Guidelines and Approvals*
Any use of the Generation Wild name or logo must:

i. Comply with the Generation Wild Brand Guidelines, available at www.generationwild.com/downloads, as updated by GOCO from time to time; and

ii. Be submitted to GOCO for review and approval before printing or public distribution.

D. *Formal License for Name-Based Use*
If Grantee or any partner incorporates "Generation Wild" into its official name (for example, "Generation Wild of [Region]") or otherwise seeks to use the mark beyond the descriptive use permitted above, Grantee must execute a separate Trademark License Agreement with GOCO before such use.

17. Reporting Data. Evaluation reporting must adhere to timelines, templates, and/or guidelines established by GOCO. Grantee will plan and implement an evaluation of all program and pathway activities and report evaluation progress and results at least three times per year, with technical assistance from GOCO's Generation Wild Program Officer. At a minimum, Grantee will track and report (a) the number of programs delivered, (b) the total number of participants, and (c) the number of pathways offered. GOCO may, in its discretion, reasonably modify evaluation requirements at any time, including adding to or removing specific reporting elements.

18. Generation Wild Commitments:

A. GOCO and Grantee recognize the importance of aligning ongoing work with the Generation Wild core commitments:

i. Break down barriers to outdoor access for historically underserved and underrepresented youth and families;

ii. Engage the community and support youth and resident leadership in planning and programs;
iii. Create a diverse portfolio of ongoing programs that build opportunities for youth and families to engage in outdoor experiences—from the backyard to the backcountry—and provide jobs, internships, and leadership-development training for young adults;
iv. Build community resilience and sustainability around the Generation Wild movement through strategic partnerships and structuring;
v. and Source consistent funding and secure additional resources for vision implementation and long-term resilience.

B. Annual Review: GOCO will meet with the Grantee at least once each year during the term of this Agreement to review progress toward these commitments. Grantee will provide reasonable documentation and participate in good-faith discussions regarding accomplishments, challenges, and plans for the upcoming year.

C. Relationship to Other Rights: These annual check-ins are in addition to, and do not limit, GOCO's rights under Section 2 (Withdrawal of GOCO Funding; Termination of Agreement) or any other provision of this Agreement.

19. Liability.

A. *Indemnity*. Grantee agrees that GOCO shall not be liable or responsible for any such liabilities, claims, demands, damages, costs including reasonable attorney's fees resulting from, growing out of, or in any way connected with or incident to Grantee's performance of this Agreement. Grantee waives any and all rights to any type of express or implied indemnity or right of contribution from the State of Colorado, GOCO, its members, officers, agents or employees for any liability resulting from, growing out of, or in any way connected with or incident to this Agreement.

B. *No CGIA Waiver.* No term or condition of this Agreement shall be construed or interpreted as a waiver, either express or implied, of any of the immunities, rights, benefits or protections provided to GOCO under the Colorado Governmental Immunity Act as amended or as may be amended in the future (including without limitation any amendments to such statute, or under any similar statute that is subsequently enacted) ("CGIA"). This provision may apply to the Grantee if the Grantee qualifies for protection under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq. GOCO and Grantee understand and agree that liability for claims for injuries to persons or property arising out of the negligence of GOCO, its members, officials, agents and employees may be controlled and/or limited by the provisions of the CGIA. The parties agree that no provision of this Agreement shall be construed in such a manner as to reduce the extent to which the CGIA limits the liability of GOCO, its members, officers, agents and employees.

C. *Compliance with Regulatory Requirements and Federal and State Mandates.* Grantee assumes responsibility for compliance with all regulatory requirements in all applicable areas, including but not limited to nondiscrimination, worker safety, local labor preferences, preferred vendor programs, equal employment opportunity, use of competitive bidding, and other similar requirements.

D. *Nondiscrimination*. During the performance of this Agreement, Grantee and its contractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age or sex, and shall comply with any other applicable laws prohibiting discrimination. Grantee and its contractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination.

20. Audits and Accounting Records. Grantee shall maintain standard financial accounts, documents, and records relating to the acquisition, use, management, operation and maintenance of the Project. Grantee shall retain the accounts, documents, and records related to the Project for five years following the date of disbursement by GOCO of the Grant funds, and they shall be subject to examination and audit by GOCO or its designated agent during this period. All accounts, documents, and records described in this paragraph shall be kept in accordance with generally accepted accounting principles.

21. Breach. In addition to other remedies available at law or in equity, in the event that Grantee breaches any of the terms or conditions of this Agreement, GOCO shall have the following non-exclusive remedies:

A. *Prior to Payment of Grant.* GOCO reserves the right to withdraw funding and/or terminate this Agreement.

B. *After Payment of Grant.* GOCO reserves the right to seek equitable relief and/or all other remedies as available to it under applicable law, including but not limited to return of all or a portion of the Grant. Further, GOCO reserves the right to deem Grantee ineligible for participation in future GOCO grants, loans or projects.

22. GOCO Policies. With regard to all named GOCO policies referenced in this Agreement, Grantee acknowledges it has received a copy of the policies or otherwise has access to the documents in connection with this Agreement and is familiar with their requirements.

23. Miscellaneous Provisions.

A. *Good Faith.* Both parties have an obligation of good faith, including the obligation to make timely communication of information that may reasonably be believed to be of interest to the other party.

B. *Assignment*. Grantee may not assign its rights or delegate its obligations under this Agreement without the express written consent of the Executive Director, who has the sole discretion to withhold consent to assign.

C. *Applicable Law*. Colorado law applies to the interpretation and enforcement of• this Agreement.

D. *Status of Grantee.* The parties acknowledge that GOCO lacks the power and right to direct the actions of Grantee. Grantee acts in its separate capacity and not as an officer, employee or agent of GOCO or the State of Colorado.

E. *Time is of the Essence*. Time is of the essence in this Agreement.

F. *Survival*. The terms and conditions of this Agreement, including but not limited to Grantee's obligations, shall survive the funding of the Grant and the Project.

G. *Fax and Counterparts.* This Agreement may be executed in one or more counterparts, each of which shall be an original, but all of which when taken together shall constitute one agreement. In addition, the parties agree to recognize signatures to this Agreement made electronically and transmitted electronically or by facsimile as if they were original signatures.

H. *Notice*. Any notice, demand, request, consent, approval or communication that either party desires or is required to give the other shall be in writing and either served personally or sent by first class mail, postage prepaid, to the addresses shown on Page 1 of this Agreement.

I. *Construction; Severability*. Each party has reviewed and revised (or requested revisions of) this Agreement, and therefore any rules of construction requiring that ambiguities be resolved against a particular party shall not be applicable in the construction and interpretation of this Agreement. If any provision in this Agreement is found to be ambiguous, an interpretation consistent with the purpose of this Agreement that would render the provision valid shall be favored over any interpretation that would render it invalid. If any provision of this Agreement is declared void or unenforceable, it shall be deemed severed from this Agreement, and the balance of this Agreement shall otherwise remain in full force and effect.

J. *Entire Agreement.* Except as expressly provided, this Agreement constitutes the entire agreement of the parties. No oral understanding or agreement not incorporated in this Agreement shall be binding upon the parties. No changes in this Agreement shall be valid unless made in writing and signed by the parties to this Agreement.

K. *Termination of the Board.* If Article XXVII of the Colorado Constitution, which established GOCO, is amended or repealed to terminate GOCO or merge GOCO into another entity, the rights and obligations of GOCO under this Agreement shall be assigned to and assumed by such other entity as provided by law, but in the absence of such direction, by the Colorado Department of Natural Resources or its successor.

IN WITNESS WHEREOF, the parties execute this Agreement effective as of _____.

STATE BOARD OF THE GREAT OUTDOORS COLORADO TRUST FUND

Name: Jackie Miller
Title: Executive Director

GOCO program staff:
Route Grant Agreement to Executive Director for signature:

Name: Leah Kahler-Read
Title: Senior Grants Officer

GRANTEE:
CITY OF AURORA

_____
Mike Coffman, Mayor

Attest:

_____
Kadee Rodriguez, City Clerk

Approved as to Form:

_____
Tim Joyce, Assistant City Attorney

EXHIBIT A

Grantee Resolution

EXHIBIT B

Project Application

# Generation Wild Application

| | |
|---|---|
| Generation Wild Community Name | Northeast Metro Coalition (NEMC) |
| Applicant Organization | City of Commerce City |
| Partner Applicant Organization (if applicable) | Friends of the Front Range Wildlife Refuges (fiscal agent/ capacity organization) |
| Partner Contact(s) (if applicable) | Vanessa Thurk |
| Total Requested Amount $ | 2,150,000 |
| Total Project Amount $ | 2,365,000 |

Project Summary

The Generation Wild Northeast Metro Coalition (GenWild NEMC) is requesting $2,500,000 in GOCO funds to support a powerful, community-driven approach to equitable outdoor access and youth leadership across Commerce City, Northwest Aurora, Montbello, and Northeast Park Hill. Serving more than 40,000 youth in historically underserved neighborhoods, this well-established coalition includes 12 dedicated partners like Bluff Lake Nature Center, Environmental Learning for Kids, Groundwork Denver, and the cities of Aurora and Commerce City. Their shared vision of “community over one” is reflected in a model that values collaboration, youth voice, and cultural relevance. Funds will support core programming, mental health support, leadership development, inclusive practices, and paid workforce pathways across the region.

Over the next five years, GenWild NEMC will deepen its impact through a governance model that prioritizes equity—distributing funds equally among partners after shared capacity needs are met. Programming will include youth-led summer Green Teams, bilingual outdoor family programs, internships, and career pathways in conservation and natural resources. The coalition will also expand efforts to serve neurodiverse, Spanish-speaking, and immigrant/refugee youth, while launching initiatives like Aurora’s “Lunch and Learn” career exploration series and Commerce City’s Adventure Club and bilingual camping trips. With a focus on authentic leadership and culturally grounded programming, GenWild NEMC is cultivating a generation of confident, connected youth who see themselves reflected in—and responsible for—their natural world.

**Generation Wild Northeast Metro Coalition Grant Proposal - Spring 2025**

## VISION AND OVERVIEW

The vision of the Generation Wild Northeast Metro Coalition (GenWild NEMC) is that every young person - wherever they live and regardless of resources - has abundant opportunities to connect and engage with the outdoors in ways that are inspirational, transformational and meaningful to them and will cultivate a new generation of stewards of nature.

GenWild NEMC is a robust coalition of twelve committed partners: Bluff Lake Nature Center (BLNC), Boys & Girls Club of Metro Denver (BGCMD), Environmental Learning for Kids (ELK), Groundwork Denver (GWD), Mile High Youth Corps (MHYC), Sand Creek Regional Greenway Partnership (SCRGP), The Urban Farm (TUF), US Fish and Wildlife Service (USFWS), Friends of the Front Range Wildlife Refuges (FFRWR), Colorado Parks and Wildlife (CPW), and the cities of Aurora and Commerce City. Since receiving the first Inspire Planning Grant in 2016, the GenWild NEMC partners have worked together, demonstrating exceptional continuity and commitment.

Serving four communities surrounding the Rocky Mountain Arsenal National Wildlife Refuge—Commerce City, Northwest Aurora, Montbello, and Northeast Park Hill—our coalition reaches more than 40,000 youth eligible for Generation Wild programs. Most schools in these areas have free and reduced lunch designations exceeding 75%, highlighting the socioeconomic challenges faced by these communities. Historically underserved and underrepresented in outdoor recreation, these youth and families encounter multiple barriers to outdoor access. GenWild NEMC partners have established themselves as trusted, long-term resources within these communities for meaningful, community informed programming, events and pathways to long-term term engagement and employment. Our coalition stands as a testament to sustainable collaboration.

## 2026-2030 COALITION PRIORITIES

GenWild NEMC identified these program and pathway priorities for the upcoming grant cycle.

- Community engagement
- Youth leadership development
- Environmental stewardship
- Programming accessibility
- Mental health and wellness

To ensure equitable partnerships and continued collaboration, the coalition made the strategic decision to divide grant funding equally among partners (after capacity budget allocation), and to prioritize funding for budget items that otherwise are difficult to support, such as staff salaries. This approach strengthens relationships and maintains the coalition's collaborative spirit.

## COMMUNITY VISION FOR THE NEXT FIVE YEARS

Our coalition has a unified vision of “community over one,” while contributing unique strengths:

**BLNC** welcomes thousands of program participants as well as fellow coalition members to their free 123-acre wildlife refuge through school and family programs, stewardship opportunities, and paid natural resource internships. Its vision is to be a place where people and nature coexist and thrive.

**BGCMD** seeks to empower young people to connect with the natural world, build confidence, and develop lifelong skills, supporting the coalition's "community over one" goal by creating shared spaces for growth and connection.

**City of Aurora** aims to increase repeat participation in Generation Wild programming and utilization of Aurora open spaces. A key goal is helping the community understand the vital role nature plays in physical and mental health.

**CPW’s** mission includes the goal to “provide enjoyable and sustainable outdoor recreation opportunities that educate and inspire current and future generations to serve as active stewards of Colorado’s natural resources.”

**City of Commerce City** is building on its outdoor recreation programming by incorporating feedback from youth and will continue to engage new and current participants by offering programs and access to those aging up (middle and high school), with coalition partnership.

**ELK** serves youth and families through in-school, after-school, and year-round activities. ELK hosts their own programming as well as the programming of coalition partners at their Education Center in Montbello. Their community vision invites collaboration with the coalition to serve youth and families while ensuring youth & families feel safe, motivated, and inspired.

**FFRWR** provides critical operational support for the coalition, supporting the overall vision of partnership. FFRWR envisions a space rich in both natural and intercultural diversity that advances environmental education and recreation for Front Range communities.

**GWD** envisions the coalition as a web of opportunities for youth and families to experience recreation, stewardship, and community in the outdoors in ways that feel safe, comfortable, and foster a sense of belonging. GWD contributes to this web by providing paid opportunities for youth to work on teams and conduct environmental stewardship projects in their local communities, while also engaging with partners on site-based projects.

**MHYC** follows its mission to help youth make a difference in themselves and their communities through meaningful service and educational experiences, with a vision of "youth empowered to serve, steward, and succeed,” creating a pathway to conservation jobs.

**SCRGP** focuses on building sustainable programs to meet community needs, working toward "a community connected to nature with a desire to be strong stewards of nature in their community and beyond." SCRGP envisions a generation of youth who have grown up in our programs and are now helping to lead them.

**TUF** is implementing a master plan to expand community use and partnerships, serving as an essential resource to the community and partners.

**USFWS** seeks access and connection to nature for the urban NEMC area, and for communities to understand the importance of nature and conservation.

## KEY LEARNINGS, IMPACT AND FUTURE APPROACH

Our coalition has gained valuable insights that will shape our future approach:

- **Staffing stability** is crucial for maintaining consistent expectations and supporting youth connection, trust building and leadership development. Many of the coalition partners are using these grants funds to fully or partially support crucial positions that work directly with youth and NEMC communities, and would be difficult to fund otherwise.
- There is a **significant need** for outdoor recreation and natural resource programming in many of the communities served by the coalition. TUF's programming participation grew from 1,000 to nearly 5,000 youth through their All Around the Farm and Traveling Farm initiatives, highlighting the demand for meaningful outdoor experiences.
- **Youth input** is crucial in informing new program creation and delivery. Through a survey of 256 youth, Commerce City was able to better understand interests and be responsive in program design. The City's successful programs have led to hiring a full-time coordinator and integrating new proven initiatives into the city's general budget.
- **Mental health** support has emerged as a critical community need, particularly for immigrant and refugee youth navigating complex challenges.
- The coalition is strongest when partners support each other through **shared strengths**. MHYC recognizes the importance of coalition partnerships in helping their organization thrive and advance the coalition's mission. BLNC works with every coalition member through tabling and providing programs at partner events, such as summer camp programs at TUF, in class programs for various Boys & Girls Clubs, summer camp scholarships for ELK and frequent program partnership with SCRGP.

## OPERATIONAL MODEL

Our operational model leverages partner strengths while maintaining collaborative integrity:

- **Equal Funding Distribution:** The coalition divides funding equally among partners after capacity budget allocation, ensuring fairness and preserving thriving relationships.
- **Enhanced Governance Structure:** We added two new committees to strengthen our collaborative approach:
    1. A Community and Partnership Committee that will host at least two coalition-wide events annually if fully funded (including beyond foundational support request)
    2. A Grants and Evaluation Committee focused on program evaluation and potential shared grant requests for **sustainability**
- **Resource Sharing:** GenWild NEMC members rely on each other for outdoor education spaces, resources, knowledge, programming, outreach and community engagement.
- FFRWR will provide **capacity support** for the coalition by providing a coordinator who will assist in public engagement and reporting on activities.

- Two partners, CPW and USFWS, will not receive COGO funding, but will provide coalition resources such as event space and will participate in shared events.

## PROGRAMMING ENHANCEMENTS FOR COMMUNITY IMPACT

The GenWild NEMC recognizes that lasting impact requires authentic community leadership, strong partnerships, and programming that resonates with the diverse cultures we serve.

**Youth Leadership Development:**

- GWD has incorporated more youth leadership opportunities throughout each season, from program planning to implementation, including a youth planning committee that informs the summer schedule. Their Green Teams will engage youth ages 14-17 in environmental stewardship projects within their communities.
- SCRGP has built a community ambassador group within their Community Vision and Equity program that will represent the three cities the Greenway runs through.
- BGCMD prioritizes leadership development and will continue to gather youth input through Kid Perception Data, National Youth Outcomes Initiative and family surveys.

**Career Pathways:**

- City of Aurora will launch a new "Lunch and Learn" program where high school students participate in learning sessions with adults in natural resource careers, bridging the gap from program to pathway.
- City of Commerce City is establishing an Adventure Club to teach high school students about outdoor recreation opportunities and career paths.
- MHYC's Youth and Community Engagement Manager will establish relationships with local businesses, organizations, and government agencies to identify jobs for youth, creating clear pathways to careers in natural resources.
- All GWD youth are paid employees, and often their first job is with GWD which works with them to build resumes through exposure and training in technical and social skills.

**Inclusive Programming:**

- TUF will increase strategies for inclusion, adding Spanish educators and materials.
- ELK will use student feedback to inform programming, including increasing after-school programming and potentially providing daytime space for young mothers and children.
- BLNC is adapting to serve more neurodiverse students and Spanish-speaking participants attending programs.

**Mental Health Support:**

- The City of Aurora's "Nurtured by Nature" program will continue to respond to community mental health needs, working with local schools to bring students outdoors and use mindfulness and meditation techniques. The program has grown increasingly popular among teachers and counselors in North Aurora middle and high schools.

**Youth Informed New Programming:**

- City of Commerce City will implement four new programs based on youth survey input: A pathway to outdoor recreation jobs for high schoolers; introduction to local, state and national parks with activities like archery, fishing, tubing and snowshoeing for middle schoolers; a learn to ski program for ages 11-19; and a bilingual camping trip for Commerce City families.
- SCRGP will focus on wellness programming and community stewardship projects, building upon their successful community ambassador model. Over the next five years, SCRGP will expand the ambassador program to include dedicated youth positions; train ambassadors to lead community-based programs and empower ambassadors to identify and address barriers to outdoor access.
- ELK is strengthening its evaluation processes and creating a safe space for feedback.

**Ongoing Core Programming:**

- Coalition partners continue core programming, working together to deliver no-cost programs such as the City of Aurora's kayaking and water activities at Aurora Reservoir, wagon rides and farm animal visits at Plains Conservation Center and nature kids and other nature programs at the Morrison Nature Center at Star K Ranch. BGCMD will continue its Outdoor Adventure Club programming, providing structured outdoor education and recreation opportunities across seven club locations. This work is led by a team of full-time Healthy Lifestyle Coordinators who visit clubs weekly to facilitate outdoor learning, engage youth in recreation activities, and strengthen partnerships with local organizations. BLNC will continue to offer no-cost field trips to GOCO schools and monthly community engagement events (Family Nature Adventure Days).

**Strengthened Cross-Coalition Partnerships:**

- BLNC will collaborate with every coalition member through deepened partnerships and coordinated outreach at partner events.
- TUF will expand its role as a community hub by continuing partnerships with coalition members, cross-pollinating programming to maximize impact, offering facilities for partner meetings and community gatherings and expanding food access programs.

## Cultivating a new generation of stewards of nature

Through these coordinated efforts, the GenWild NEMC will deepen community leadership, strengthen partnerships, and enhance culturally relevant programming. These strategies will ensure our work remains responsive to community needs, creates authentic leadership pathways for youth, and honors the diverse cultures that enrich our communities. Our collaborative model will ensure that every child in our communities has meaningful opportunities to connect with nature and develop into tomorrow's environmental stewards.

# PROJECT BUDGET & DETAILS

## APPLICATION SCOPE OF WORK

| Source of Funds (CASH) | Date Secured | GOCO Funds | Matching Funds |
|---|---|---|---|
| GOCO Generation Wild | | $2,150,000.00 | |
| | | | |
| Bluff Lake Nature Center | | | $12,500.00 |
| Boys & Girls Club of Metro Denver | | | $12,500.00 |
| Environmental Learning for Kids | | | $12,500.00 |
| Groundwork Denver | | | $12,500.00 |
| Mile High Youth Corps | | | $12,500.00 |
| Sand Creek Regional Greenway Partnership | | | $12,500.00 |
| The Urban Farm | | | $12,500.00 |
| City of Commerce City Parks Recreation & Golf | | | $12,500.00 |
| City of Aurora Open Space and Natural Resources | | | $23,520.00 |
| Friends of the Front Range Wildlife Refuges | | | $12,500.00 |
| US Fish & Wildlife | | | $12,500.00 |
| | | | |
| **Source of Funds (IN-KIND)** | | | |
| Friends of the Front Range Wildlife Refuges | | | $51,480.00 |
| Commerce City (Contingent on Beyond Budget Award) | | | $15,000.00 |
| | | | |
| | *subtotal* | $2,150,000.00 | $215,000.00 |
| **TOTAL SOURCE OF FUNDS** | | | **$2,365,000.00** |

| Use of Funds (CASH) | Description | GOCO Funds Year 1 | GOCO Funds Year 2 | GOCO Funds Year 3 | GOCO Funds Year 4 | GOCO Funds Year 5 | Total GOCO Funding | Matching Funds 10% | Total Funding |
|---|---|---|---|---|---|---|---|---|---|
| **Capacity** | | | | | | | $ - | $ - | $0.00 |
| *Generation Wild Capacity* | GenWild coordinator salary, coalition meetings, and shared resources | $ 65,689.45 | $ 70,722.01 | $ 76,052.58 | $ 81,699.76 | $ 87,683.35 | $ 381,847.15 | $ 170,000.00 | $551,847.15 |
| | | | | | | | $ - | $ - | $0.00 |
| **Program Provider 1** | | | | | | | $ - | $ - | $0.00 |
| *Bluff Lake Nature Center* | Field Trips and Natural Resources Internship | $ 32,500.00 | $ 32,900.00 | $ 33,400.00 | $ 34,000.00 | $ 35,200.00 | $ 168,000.00 | $ - | $168,000.00 |
| | | | | | | | $ - | $ - | $0.00 |
| **Program Provider 2** | | | | | | | $ - | $ - | $0.00 |
| *Boys & Girls Club of Metro Denver* | Salaries & Benefits, Program Supplies, Program Partners/Field Trips | $ 33,600.00 | $ 33,600.00 | $ 33,600.00 | $ 33,600.00 | $ 33,600.00 | $ 168,000.00 | $ - | $168,000.00 |
| | | | | | | | $ - | $ - | $0.00 |
| **Program Provider 3** | | | | | | | $ - | $ - | $0.00 |
| *Environmental Learning for Kids ELK* | ELK Staff Salaries | $ 33,600.00 | $ 33,600.00 | $ 33,600.00 | $ 33,600.00 | $ 33,600.00 | $ 168,000.00 | $ - | $168,000.00 |
| | | | | | | | | $ - | |
| **Program Provider 4** | | | | | | | $ - | $ - | $0.00 |
| *Groundwork Denver* | Groundwork Denver Staff Salaries | $ 31,643.59 | $ 32,592.90 | $ 33,570.69 | $ 34,577.80 | $ 35,615.02 | $ 168,000.00 | $ - | $168,000.00 |
| | | | | | | | $ - | $ - | $0.00 |
| **Program Provider 5** | | | | | | | $ - | $ - | $0.00 |
| *Mile High Youth Corps* | Staff and Recruitment Funds | $ 31,000.00 | $ 32,500.00 | $ 33,600.00 | $ 34,500.00 | $ 36,400.00 | $ 168,000.00 | $ - | $168,000.00 |
| | | | | | | | $ - | $ - | $0.00 |
| **Program Provider 6** | | | | | | | $ - | $ - | $0.00 |
| *Sand Creek Regional Greenway Partnership* | Outreach, Dailly Operations, Public Programs | $ 38,156.00 | $ 37,036.00 | $ 33,386.00 | $ 30,736.00 | $ 28,686.00 | $ 168,000.00 | $ - | $168,000.00 |
| | | | | | | | $ - | $ - | $0.00 |
| **Program Provider 7** | | | | | | | $ - | $ - | $0.00 |
| *The Urban Farm* | The Urban Farm Salary and Benefits | $ 33,600.00 | $ 33,600.00 | $ 33,600.00 | $ 33,600.00 | $ 33,600.00 | $ 168,000.00 | $ - | $168,000.00 |
| | | | | | | | | | |
| **Program Provider 8** | | | | | | | $ - | $ - | $0.00 |
| *City of Commerce City* | Programming and Pathways for Grades 5-12 | $ 15,246.00 | $ 37,728.00 | $ 38,035.00 | $ 38,342.00 | $ 38,649.00 | $ 168,000.00 | $ - | $168,000.00 |
| | | | | | | | $ - | $ - | $0.00 |
| **Program Provider 9** | | | | | | | $ - | $ - | $0.00 |
| *City of Aurora* | City of Aurora Staff Salaries | $ 33,600.00 | $ 33,600.00 | $ 33,600.00 | $ 33,600.00 | $ 33,600.00 | $ 168,000.00 | $ - | $168,000.00 |
| | | | | | | | $ - | $ - | $0.00 |
| **Program Provider 10** | | | | | | | $ - | $ - | $0.00 |
| *Friends of the Front Range Wildlife Refuges* | Family Events and Volunteer Days at the Refuge | $ 19,000.00 | $ 20,052.50 | $ 21,165.96 | $ 22,343.99 | $ 23,590.40 | $ 106,152.85 | $ 30,000.00 | $136,152.85 |
| | | | | | | | | | |
| | *subtotal* | *$367,635.04* | *$397,931.41* | *$403,610.23* | *$410,599.55* | *$420,223.77* | *$2,000,000.00* | *$200,000.00* | *$2,200,000.00* |

| Use of Funds (IN-KIND) | Description | Matching Funds |
|---|---|---|
| **Category** | | |
| *Friends of the Front Range Wildlife Refuges* | Capitol Project- FFRWR Designing and Building Nature Play Area at the Refuge, and FFRWR Executive Director time | $51,480.00 |
| | | |
| **Category** | | |
| *City of Commerce City* | Supplies at the Fishy Frenzy coalition event, including giveways, bait, reels, etc. | $15,000.00 |
| | | |
| | *subtotal* | *$66,480.00* |

| | GOCO Funds | Matching Funds |
|---|---|---|
| *subtotal* | *$2,150,000.00* | *$215,000.00* |
| **TOTAL USE OF FUNDS*** | | **$2,365,000.00** |

** The Total Use of Funds must equal the Total Source of Funds in the section above.*

# PROJECT BUDGET & DETAILS

## Program & Pathways SCOPE OF WORK

**Program Provider 9** City of Aurora Open Space and Natural Resources

| Source of Funds (CASH) | | | | | | GOCO Funds | Matching Funds |
|---|---|---|---|---|---|---|---|
| GOCO Generation Wild | | | | Date Secured | | $168,000.00 | |
| City of Aurora Open Space and Natural Resources | | | | | | | $23,520.00 |
| | | | | | | | |
| **Source of Funds (IN-KIND)** | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | *subtotal* | | $168,000.00 | $23,520.00 |
| **TOTAL SOURCE OF FUNDS** | | | | | | | **$191,520.00** |

| Use of Funds (CASH) | Description | GOCO Funds Year 1 | GOCO Funds Year 2 | GOCO Funds Year 3 | GOCO Funds Year 4 | GOCO Funds Year 5 | Total GOCO Funding | Matching Funds 10% | Total Funding |
|---|---|---|---|---|---|---|---|---|---|
| **Category** | | | | | | | $ - | | $0.00 |
| Program | salary for GW Program Coordinator | $ 20,000.00 | $ 20,000.00 | $ 20,000.00 | $ 20,000.00 | $ 20,000.00 | $ 100,000.00 | $ 14,000.00 | $114,000.00 |
| **Category** | | | | | | | $ - | | $0.00 |
| Program | Program supplies including food, transportation and other | $ 13,600.00 | $ 13,600.00 | $ 13,600.00 | $ 13,600.00 | $ 13,600.00 | $ 68,000.00 | $ 9,520.00 | $77,520.00 |
| | *subtotal* | *$33,600.00* | *$33,600.00* | *$33,600.00* | *$33,600.00* | *$33,600.00* | *$168,000.00* | *$23,520.00* | *$191,520.00* |

| Use of Funds (IN-KIND) | Description | Matching Funds |
|---|---|---|
| | | $0.00 |
| | *subtotal* | *$0.00* |

| | | GOCO Funds | Matching Funds |
|---|---|---|---|
| | *subtotal* | *$168,000.00* | *$23,520.00* |
| **TOTAL USE OF FUNDS*** | | | **$191,520.00** |

** The Total Use of Funds must equal the Total Source of Funds in the section above.*

RESOLUTION NO. R2025- ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVAL OF THE GRANT AGREEMENT FROM THE STATE BOARD OF THE GREAT OUTDOORS COLORADO TRUST TO AURORA AND OTHER MEMBERS OF THE NORTHEAST METRO COALITION FUNDING THE GOWILD NORTHEAST PROJECT THAT IS PART OF THE GENERATION WILD PROGRAM

WHEREAS, the State Board of the Great Outdoors Colorado Trust Fund ("GOCO") is a political subdivision of the State of Colorado which uses the net proceeds of the Colorado Lottery which GOCO uses to invest in the state's parks, wildlife, open space and recreational resources; and

WHEREAS, GOCO has prioritized continued Generation Wild support in the GOCO 2025 Strategic Plan to advance equitable access to the outdoors through local coalitions that provide program and pathway opportunities to youth and families; and

WHEREAS, in 2015, GOCO created a statewide grant program known as the Generation Wild program in which eligible entities may apply for grants from GOCO to connect communities to the outdoors; and

WHEREAS, in 2017 the City of Aurora, Colorado, ("City") applied for and received a three-year GOCO grant ("Contract No. 1788-3") in the amount of $210,000 to fund outdoor environmental education and passive recreational programs for youth and families; and

WHEREAS, in 2020 the City applied for and received another three-year GOCO grant to fund outdoor environmental education and passive recreational programs; and

WHEREAS, the City submitted a detailed application on behalf of the GoWild Northeast Metro Coalition that contemplated executing outdoor program youth and families to sustain programmatic work, shore-up capacity, and/or refine the operational model to be called the GoWild project and GOCO approved the application on September 22, 2023; and

WHEREAS, GOCO approved interim funding for the City as a Grantee for the GoWild project for fiscal year 2024 and fiscal year 2025 in the amount of $18,000 per each year, conditioned upon annual GOCO Board approval and authorization; and

WHEREAS, GOCO endorsed a funding strategy to provide further fundings through a grant application for fiscal year 2026 and beyond; and

WHEREAS, the City is working with the Northeast Metro Coalition to apply for a $168,000.00 grant for the fiscal year 2026 through the fiscal year 2030, or $33,600.00 of each fiscal year, to continue to fund nature education and passive recreational programing; and

WHEREAS, if the grant is approved by GOCO the program will provide free entry to the Aurora Reservoir for program participants, free entry to the Open Space Natural Resource events ~~like the Agriculture Festivals,~~ such as the Trick or Treat Nature Trail, the Santa Wagon Rides, and the Aurora naturalist staff time.

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

Section 1. The City Council of the City of Aurora, Colorado resolves its approval of the grant agreement from the Great Outdoors Colorado Trust Fund to the City and other members of the Northeast Metro Coalition funding the GoWild Northeast project that is part of the Generation Wild Program.

Section 2. This Resolution shall take effect immediately without reconsideration.

RESOLVED AND PASSED this _____ day of _____. 2025.

_____
MIKE COFFMAN, Mayor

ATTEST:

_____
KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

PETER A. SCHULTE, CITY ATTORNEY

By: _____
TIM JOYCE, Assistant City Attorney

## NEMC Community Partner Organizations

**Bluff Lake Nature Center (BLNC)** welcomes thousands of program participants as well as fellow coalition members to their free 123-acre wildlife refuge through school and family programs, stewardship opportunities, and paid natural resource internships. Its vision is to be a place where people and nature coexist and thrive.

**Boys and Girls Clubs of Metro Denver (BGCMD)** seeks to empower young people to connect with the natural world, build confidence, and develop lifelong skills, supporting the coalition's "community over one" goal by creating shared spaces for growth and connection.

**City of Aurora** aims to increase repeat participation in Generation Wild programming and utilization of Aurora open spaces. A key goal is helping the community understand the vital role nature plays in physical and mental health.

**Colorado Parks and Wildlife (CPW's)** mission includes the goal to "provide enjoyable and sustainable outdoor recreation opportunities that educate and inspire current and future generations to serve as active stewards of Colorado's natural resources."

**City of Commerce City** is building on its outdoor recreation programming by incorporating feedback from youth and will continue to engage new and current participants by offering programs and access to those aging up (middle and high school), with coalition partnership.

**Environmental Learning for Kids (ELK)** serves youth and families through in-school, after-school, and year-round activities. ELK hosts their own programming as well as the programming of coalition partners at their Education Center in Montbello. Their community vision invites collaboration with the coalition to serve youth and families while ensuring youth & families feel safe, motivated, and inspired.

**Friends of the Front Range Wildlife Refuges (FFRWR)** provides critical operational support for the coalition, supporting the overall vision of partnership. FFRWR envisions a space rich in both natural and intercultural diversity that advances environmental education and recreation for Front Range communities.

**Groundwork Denver (GWD)** envisions the coalition as a web of opportunities for youth and families to experience recreation, stewardship, and community in the outdoors in ways that feel safe, comfortable, and foster a sense of belonging. GWD contributes to this web by providing paid opportunities for youth to work on teams and conduct environmental stewardship projects in their local communities, while also engaging with partners on site-based projects.

**Mile High Youth Corps (MHYC)** follows its mission to help youth make a difference in themselves and their communities through meaningful service and educational experiences, with a vision of "youth empowered to serve, steward, and succeed," creating a pathway to conservation jobs.

**Sand Creek Regional Greenway Partnership (SCRGP)** focuses on building sustainable programs to meet community needs, working toward "a community connected to nature with a desire to be strong stewards of nature in their community and beyond." SCRGP envisions a generation of youth who have grown up in our programs and are now helping to lead them.

**The Urban Farm (TUF)** is implementing a master plan to expand community use and partnerships, serving as an essential resource to the community and partners.

**US Fish and Wildlife Service (USFWS)** seeks access and connection to nature for the urban NEMC area, and for communities to understand the importance of nature and conservation.

NATURAL GROCERS®

Front Porch
Central Park, Park Hill, Lowry, Montclair, Mayfair, East Colfax, NW Aurora
NORTHEAST DENVER

# Construction of Bluff Lake Nature Center's New Project is Underway

Attending school every day matters!

At DPS, it is our collective responsibility as leaders, educators, families, and community members that our students not only succeed, but thrive.

CLICK to learn more about how you can support your student's attendance.

DENVER PUBLIC SCHOOLS




Children from the Bluff Lake Forest School and Outdoor Explorers Homeschool Program "officially" break ground at the start of the building phase at Bluff Lake Nature Center.

On a blue-sky day with the backdrop of the snow-covered mountains and the Denver skyline, children from programs at the center with hard hats and shovels welcomed the start of the next phase of the Bluff Lake Nature Center (BLNC).

The crowd at today's official groundbreaking for the $8.5 million campus improvement project heard from center leaders and donors who made the start of the project possible.

“All of us are here today because we love this space and this organization and truly believe that this project provides us an opportunity to be even better stewards of this land,” said Rachel Hutchens, executive director of BLNC. “This new space will make Bluff Lake more accessible, less logistically challenging for families and groups, and will truly bring our team on site in a way we’ve never had before.”



Steve Scribner, from Shape Architecture, speaks to the crowd about the project.

The 123-acre wildlife refuge, located at 11255 E. MLK Jr. Blvd., is adjacent to the site of the former Stapleton Airport and has seen the numbers of visitors grow as development in the area has increased. BLNC saw 100,000 visitors in 2024 during its 30th anniversary year.

The improvements are meant to improve community access with a welcoming space, multi-use classrooms, and headquarters for the BLNC team, which currently works a few miles away. An accessible ramp trail leading to the site will also be added.

BLNC board president Jared Luner is now looking toward the future. He says, “Breaking ground on the building that is going to be here, serving our community,

long beyond when any of us are here as part of this organization. This is an important step, for Bluff Lake, in serving our community and in bringing people into the outdoors in their own community."



Kids from the BLNC programs watch the groundbreaking event from atop the nature's play hawk's nest on site.

Community members and big donors have helped get the project where it is today, but there's still more money to raise. BLNC has a goal of 1,000 donors which will help bring in matching funds. So far, more than $7 million of the $8.5 million goal has been raised through families, organizations, and community members.

Access for visitors who use the area will change as of March 17th when the main entrance and parking lot will close for the construction project. A new pedestrian entrance will be located on the northwest side of the site across from the Florence Way crosswalk. A temporary pedestrian entrance will be located between Iola St. and Kingston St. on MLK Jr. Blvd.



City Councilwoman Shontel Lewis gets a “birds eye” view of Bluff Lake Nature Center.

BLNC will be posting updates on social media and in *Front Porch* during construction.

Pro tip: There’s a pair of bald eagles on the north side of lake. It’s worth a visit to BLNC to see them. George Ho is keeping an eye on them and will have a story in the April edition of *Front Porch.*

# 0 Comments

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(https://groundworkcolorado.org/)

# Hear from Green Team Youth for Change

By Savanna (https://groundworkcolorado.org/author/makalah/) | August 19, 2024

At Groundwork Denver we partner with youth and community to build a healthy, equitable, and sustainable environment. This month, as we close out summer Green Team youth programming, we're sharing perspectives from four Youth Supervisors who led dozens of their peers in environmental justice work these last few months. Keep reading to hear from Daquan, Greg, Isabella, and Jovani, all of whom have been part of their local Green Teams for several years.




(https://groundworkcolorado.org/wp-content/uploads/2024/08/Daquan-3-1.png)

“Hi, my name is Daquan Brown, and I am a Groundwork Denver Green Team supervisor. I’ve loved my time with Groundwork, from being a youth experiencing different things to a supervisor giving those different experiences. I hope we continue to create opportunities for young people to become leaders in their communities.”




(https://groundworkcolorado.org/wp-content/uploads/2024/08/Greg.png)

“Hi! My name is Greg Rodriguez-Medina. I’m on the Green Team at Groundwork Denver, and I work to make my community better by giving youth an opportunity to help their neighborhood change for the better. What I love most about being part of the Green Team is the knowledge as well as the skills I was taught to make a positive impact within my own community. This program means a lot to me because I can physically see and feel the change in my community and other communities just like mine.”




(https://groundworkcolorado.org/wp-content/uploads/2024/08/Isabella-3.png)

“Hi, my name is Isabella Klein. I am on the Green Team at Groundwork Denver, and I work to make my community better by doing trash pick-ups and helping grow crops that go to local schools in the Sheridan community. What I love most about being part of the Green Team is all the amazing opportunities that have opened up for me and all the good work we do for others. This program means a lot to me because it helps me get outside my comfort zone and to try new things and take new chances.”




(https://groundworkcolorado.org/wp-content/uploads/2024/08/Jovani-1.png)

“Hi! My name is Jovani; my pronouns are he/him and his. I’m on the Sheridan Blue Team at Groundwork Denver as a Supervisor. I work to make my community better by having youth engage in outdoor work in their communities. Such tasks include cleaning up trash, gardening, doing trail cleanups, helping in community events, learning about social justice, and discovering how to be young leaders in today’s green work jobs.

What I love most about being part of the Groundwork Denver team is that I started working when I was 14 years old, and since then, it has provided me with the skills I need today to advocate for myself. It has shown me that what I care about matters and has provided me with leadership skills that I’m continuing to grow. All the amazing partners such as Generation Wild and Groundwork’s Water Program also support the work we do by helping to engage the youth and teach them Groundwork Denver’s mission and message. I get to work alongside others who care about the same climate problems or just want to try to make their community a better place. Trying to make a positive change in my community means a lot to me because it’s a positive outlook in our communities; to have them look nice and clean and feel safe and secure to hang out outside. I feel like all the work we do is important and provides great skills for the younger generation interested in land work, climate, or just this type of work.”

*Posted in Blog (https://groundworkcolorado.org/category/blog/)*

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3280 N. Downing Street, Unit E | Denver, Colorado 80205



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LORETTA PINEDA

June 2, 2025

Jackie Miller
Executive Director
Great Outdoors Colorado
1900 Grant Street, Suite 725
Denver, CO 80203

Dear Jackie:

I am pleased to offer this letter of commitment and support to the Generation Wild Northeast Metro Coalition (NEMC) – Friends of the Front Range Wildlife Refuges, Bluff Lake Nature Center, Environmental Learning for Kids, The Urban Farm, City of Commerce City, City of Aurora, Sand Creek Regional Greenway, Groundwork Denver, Boys and Girls Club, Mile High Youth Corps, Rocky Mountain Arsenal National Wildlife Refuge, and Colorado Parks and Wildlife. For the past ten years these 12 organizations of the NEMC have been dedicated to enhancing lives of our youth by providing innovative outdoor programs in safe, beautiful, and sustainable places. Each year, the NEMC provides transformative outdoor experiences to over 10,000 youth.

Through my work with the coalition, in various capacities, I witnessed the transformation of what was once a culture of competitiveness to one of deep partnerships, collaborations and friendship among the organizations that serve far northeast Denver metro area. While each organization is unique, they are connected by their passion and the love of nature. Organizations have been able to extend their reach in the community and offer valuable learning opportunities for underserved youth and their families. Through innovative methods and hands-on programming, in-depth science and environmental education, career exploration, and environmental stewardship projects, the NEMC has empowered youth to lead and make an impact in their community.

Because of strong coalition partnerships, youth in the community are afforded the programming and opportunities from experienced non-profit and government organizations. I have seen ELK students participate in volunteer projects with the Sand Creek Regional Greenway; the Urban Farm campers share programming with Bluff Lake campers; Groundwork Denver and Mile High Youth Corps work together on the Rocky Mountain Arsenal Wildlife Refuge, and Colorado Parks restoration projects; and the Suncor Boys and Girls Club participate with Aurora, and Commerce City parks outdoor programming. The experiences are all interconnected and the outdoor opportunities for our youth endless.

I have been a strong advocate for involving young people and their families in getting outdoors to become more physically active in natural settings and environmental education and stewardship. I thank GOCO for their vision to provide valuable resources so that organizations in the community can participate and do the work in their neighborhoods and community. By sharing our resources, we can benefit each other, and more importantly, the communities we serve.

Thank you in advance for your consideration of the NEMC's Generation Wild proposal.

Sincerely,

Loretta Pineda

Loretta Pineda (she, her, hers)
pinedaloretta@gmail.com 303-257-2501

Dear Great Outdoors Colorado,

Here are some messages from the Northeast Metro Coalition's Spring 2025 Youth Council. These quotes came from our end of session debrief. All Youth Council members agreed that these quotes described their experience this past spring.

"I feel like I learned how to be a good leader. I was able to notice what the group needed and pay attention to how I was feeling as well. I could notice if one person wasn't feeling good and have a positive mindset, because if you have a group mindset, you can bring the whole group up. I learned to pay attention to the group and be a good leader."

"I feel like because of the places we get to go with Youth Council, I have found my happy places. I remember this one moment on the last day, I was walking to the van, and I just looked out and the sky was super clear and I had the best view of the mountains. It was just gorgeous and it made me so happy."

"In the outdoors, you get to be in a brand new headspace. Being in nature, with no phones, it gives you time to refocus and connect more deeply with the people around you."

"Part of this that could apply to our learning inside and outside of school is learning from your mistakes and failures. We tried a lot of things for the first time. And we're obviously not going to be good when we first start, so just knowing that if you're not great at it, or you fail at it in the beginning, then you can learn a lot from it instead of just saying, I can't do this."

"Being part of such a small group, the inclusion is so much more evident. We had a great connection."

"Thank you for the amazing opportunity of working alongside amazing organizations and girls."

Members:

- April Amanda Acevedo
- Alfi Zuka
- Mireya Betancourt
- Michelle Garcia Avila
- Sevimi Senton
- Laismin Dorantes Carmona
- Lake Ortiz
- Nicte-Ha Trinidad Delgadillo
- Zuhra Momin
- Sofia Chavez
- Fatima Rodarte

EXHIBIT C
Approved Budget

# PROJECT BUDGET & DETAILS

## APPLICATION SCOPE OF WORK

| Source of Funds (CASH) | Date Secured | GOCO Funds | Matching Funds |
|---|---|---|---|
| GOCO Generation Wild | | $2,150,000.00 | |
| | | | |
| Bluff Lake Nature Center | | | $12,500.00 |
| Boys & Girls Club of Metro Denver | | | $12,500.00 |
| Environmental Learning for Kids | | | $12,500.00 |
| Groundwork Denver | | | $12,500.00 |
| Mile High Youth Corps | | | $12,500.00 |
| Sand Creek Regional Greenway Partnership | | | $12,500.00 |
| The Urban Farm | | | $12,500.00 |
| City of Commerce City Parks Recreation & Golf | | | $12,500.00 |
| City of Aurora Open Space and Natural Resources | | | $23,520.00 |
| Friends of the Front Range Wildlife Refuges | | | $12,500.00 |
| US Fish & Wildlife | | | $12,500.00 |
| | | | |
| **Source of Funds (IN-KIND)** | | | |
| Friends of the Front Range Wildlife Refuges | | | $51,480.00 |
| Commerce City (Contingent on Beyond Budget Award) | | | $15,000.00 |
| | | | |
| | *subtotal* | $2,150,000.00 | $215,000.00 |
| **TOTAL SOURCE OF FUNDS** | | | **$2,365,000.00** |

| Use of Funds (CASH) | Description | GOCO Funds Year 1 | GOCO Funds Year 2 | GOCO Funds Year 3 | GOCO Funds Year 4 | GOCO Funds Year 5 | Total GOCO Funding | Matching Funds 10% | Total Funding |
|---|---|---|---|---|---|---|---|---|---|
| **Capacity** | | | | | | | $ - | $ - | $0.00 |
| *Generation Wild Capacity* | GenWild coordinator salary, coalition meetings, and shared resources | $ 65,689.45 | $ 70,722.01 | $ 76,052.58 | $ 81,699.76 | $ 87,683.35 | $ 381,847.15 | $ 170,000.00 | $551,847.15 |
| | | | | | | | $ - | $ - | $0.00 |
| **Program Provider 1** | | | | | | | $ - | $ - | $0.00 |
| *Bluff Lake Nature Center* | Field Trips and Natural Resources Internship | $ 32,500.00 | $ 32,900.00 | $ 33,400.00 | $ 34,000.00 | $ 35,200.00 | $ 168,000.00 | $ - | $168,000.00 |
| | | | | | | | $ - | $ - | $0.00 |
| **Program Provider 2** | | | | | | | $ - | $ - | $0.00 |
| *Boys & Girls Club of Metro Denver* | Salaries & Benefits, Program Supplies, Program Partners/Field Trips | $ 33,600.00 | $ 33,600.00 | $ 33,600.00 | $ 33,600.00 | $ 33,600.00 | $ 168,000.00 | $ - | $168,000.00 |
| | | | | | | | $ - | $ - | $0.00 |
| **Program Provider 3** | | | | | | | $ - | $ - | $0.00 |
| *Environmental Learning for Kids ELK* | ELK Staff Salaries | $ 33,600.00 | $ 33,600.00 | $ 33,600.00 | $ 33,600.00 | $ 33,600.00 | $ 168,000.00 | $ - | $168,000.00 |
| | | | | | | | | $ - | |
| **Program Provider 4** | | | | | | | $ - | $ - | $0.00 |
| *Groundwork Denver* | Groundwork Denver Staff Salaries | $ 31,643.59 | $ 32,592.90 | $ 33,570.69 | $ 34,577.80 | $ 35,615.02 | $ 168,000.00 | $ - | $168,000.00 |
| | | | | | | | $ - | $ - | $0.00 |
| **Program Provider 5** | | | | | | | $ - | $ - | $0.00 |
| *Mile High Youth Corps* | Staff and Recruitment Funds | $ 31,000.00 | $ 32,500.00 | $ 33,600.00 | $ 34,500.00 | $ 36,400.00 | $ 168,000.00 | $ - | $168,000.00 |
| | | | | | | | $ - | $ - | $0.00 |
| **Program Provider 6** | | | | | | | $ - | $ - | $0.00 |
| *Sand Creek Regional Greenway Partnership* | Outreach, Dailly Operations, Public Programs | $ 38,156.00 | $ 37,036.00 | $ 33,386.00 | $ 30,736.00 | $ 28,686.00 | $ 168,000.00 | $ - | $168,000.00 |
| | | | | | | | $ - | $ - | $0.00 |
| **Program Provider 7** | | | | | | | $ - | $ - | $0.00 |
| *The Urban Farm* | The Urban Farm Salary and Benefits | $ 33,600.00 | $ 33,600.00 | $ 33,600.00 | $ 33,600.00 | $ 33,600.00 | $ 168,000.00 | $ - | $168,000.00 |
| | | | | | | | | | |
| **Program Provider 8** | | | | | | | $ - | $ - | $0.00 |
| *City of Commerce City* | Programming and Pathways for Grades 5-12 | $ 15,246.00 | $ 37,728.00 | $ 38,035.00 | $ 38,342.00 | $ 38,649.00 | $ 168,000.00 | $ - | $168,000.00 |
| | | | | | | | $ - | $ - | $0.00 |
| **Program Provider 9** | | | | | | | $ - | $ - | $0.00 |
| *City of Aurora* | City of Aurora Staff Salaries | $ 33,600.00 | $ 33,600.00 | $ 33,600.00 | $ 33,600.00 | $ 33,600.00 | $ 168,000.00 | $ - | $168,000.00 |
| | | | | | | | $ - | $ - | $0.00 |
| **Program Provider 10** | | | | | | | $ - | $ - | $0.00 |
| *Friends of the Front Range Wildlife Refuges* | Family Events and Volunteer Days at the Refuge | $ 19,000.00 | $ 20,052.50 | $ 21,165.96 | $ 22,343.99 | $ 23,590.40 | $ 106,152.85 | $ 30,000.00 | $136,152.85 |
| | | | | | | | | | |
| | *subtotal* | *$367,635.04* | *$397,931.41* | *$403,610.23* | *$410,599.55* | *$420,223.77* | *$2,000,000.00* | *$200,000.00* | *$2,200,000.00* |

| Use of Funds (IN-KIND) | Description | Matching Funds |
|---|---|---|
| **Category** | | |
| *Friends of the Front Range Wildlife Refuges* | Capitol Project- FFRWR Designing and Building Nature Play Area at the Refuge, and FFRWR Executive Director time | $51,480.00 |
| | | |
| **Category** | | |
| *City of Commerce City* | Supplies at the Fishy Frenzy coalition event, including giveways, bait, reels, etc. | $15,000.00 |
| | | |
| | *subtotal* | *$66,480.00* |

| | GOCO Funds | Matching Funds |
|---|---|---|
| *subtotal* | *$2,150,000.00* | *$215,000.00* |
| **TOTAL USE OF FUNDS*** | | **$2,365,000.00** |

** The Total Use of Funds must equal the Total Source of Funds in the section above.*

# PROJECT BUDGET & DETAILS

## Program & Pathways SCOPE OF WORK

**Program Provider 9** City of Aurora Open Space and Natural Resources

| Source of Funds (CASH) | | | | | | GOCO Funds | Matching Funds |
|---|---|---|---|---|---|---|---|
| GOCO Generation Wild | | | | Date Secured | | $168,000.00 | |
| City of Aurora Open Space and Natural Resources | | | | | | | $23,520.00 |
| | | | | | | | |
| **Source of Funds (IN-KIND)** | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | *subtotal* | | $168,000.00 | $23,520.00 |
| **TOTAL SOURCE OF FUNDS** | | | | | | | **$191,520.00** |

| Use of Funds (CASH) | Description | GOCO Funds Year 1 | GOCO Funds Year 2 | GOCO Funds Year 3 | GOCO Funds Year 4 | GOCO Funds Year 5 | Total GOCO Funding | Matching Funds 10% | Total Funding |
|---|---|---|---|---|---|---|---|---|---|
| **Category** | | | | | | | $ - | | $0.00 |
| Program | salary for GW Program Coordinator | $ 20,000.00 | $ 20,000.00 | $ 20,000.00 | $ 20,000.00 | $ 20,000.00 | $ 100,000.00 | $ 14,000.00 | $114,000.00 |
| **Category** | | | | | | | $ - | | $0.00 |
| Program | Program supplies including food, transportation and other | $ 13,600.00 | $ 13,600.00 | $ 13,600.00 | $ 13,600.00 | $ 13,600.00 | $ 68,000.00 | $ 9,520.00 | $77,520.00 |
| | *subtotal* | *$33,600.00* | *$33,600.00* | *$33,600.00* | *$33,600.00* | *$33,600.00* | *$168,000.00* | *$23,520.00* | *$191,520.00* |

| Use of Funds (IN-KIND) | Description | Matching Funds |
|---|---|---|
| | | $0.00 |
| | *subtotal* | *$0.00* |

| | | GOCO Funds | Matching Funds |
|---|---|---|---|
| | *subtotal* | *$168,000.00* | *$23,520.00* |
| **TOTAL USE OF FUNDS*** | | | **$191,520.00** |

** The Total Use of Funds must equal the Total Source of Funds in the section above.*

# PROJECT BUDGET & DETAILS

## Program & Pathways SCOPE OF WORK

**Program Provider 9** City of Aurora Open Space and Natural Resources

| Source of Funds (CASH) | | | | | | GOCO Funds | Matching Funds |
|---|---|---|---|---|---|---|---|
| GOCO Generation Wild | | | | Date Secured | | $168,000.00 | |
| City of Aurora Open Space and Natural Resources | | | | | | | $23,520.00 |
| | | | | | | | |
| **Source of Funds (IN-KIND)** | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | *subtotal* | | $168,000.00 | $23,520.00 |
| **TOTAL SOURCE OF FUNDS** | | | | | | | **$191,520.00** |

| Use of Funds (CASH) | Description | GOCO Funds Year 1 | GOCO Funds Year 2 | GOCO Funds Year 3 | GOCO Funds Year 4 | GOCO Funds Year 5 | Total GOCO Funding | Matching Funds 10% | Total Funding |
|---|---|---|---|---|---|---|---|---|---|
| **Category** | | | | | | | $ - | | $0.00 |
| Program | salary for GW Program Coordinator | $ 20,000.00 | $ 20,000.00 | $ 20,000.00 | $ 20,000.00 | $ 20,000.00 | $ 100,000.00 | $ 14,000.00 | $114,000.00 |
| **Category** | | | | | | | $ - | | $0.00 |
| Program | Program supplies including food, transportation and other | $ 13,600.00 | $ 13,600.00 | $ 13,600.00 | $ 13,600.00 | $ 13,600.00 | $ 68,000.00 | $ 9,520.00 | $77,520.00 |
| | *subtotal* | *$33,600.00* | *$33,600.00* | *$33,600.00* | *$33,600.00* | *$33,600.00* | *$168,000.00* | *$23,520.00* | *$191,520.00* |

| Use of Funds (IN-KIND) | Description | Matching Funds |
|---|---|---|
| | | $0.00 |
| | *subtotal* | *$0.00* |

| | | GOCO Funds | Matching Funds |
|---|---|---|---|
| | *subtotal* | *$168,000.00* | *$23,520.00* |
| **TOTAL USE OF FUNDS*** | | | **$191,520.00** |

** The Total Use of Funds must equal the Total Source of Funds in the section above.*

EXHIBIT D

Governing Agreements between Grantee and Third Party Beneficiaries

# CITY OF AURORA
## Council Agenda Commentary

| |
|---|
| **Item Title:** Intergovernmental Agreement (IGA) with E-470 for Stephen D Hogan Traffic Signals |
| **Item Initiator:** Carlie Campuzano, Deputy Director of Transportation and Mobility, Public Works |
| **Staff Source/Legal Source:** Gabrielle Renner, Manager of Traffic Operations, Public Works / Michelle Gardner, Senior Assistant City Attorney |
| **Outside Speaker:** N/A |
| **Strategic Outcome:** Well-Managed: High performing organization, committed to great customer service, innovation, continuous improvement, fiscal stewardship, and maintaining critical infrastructure. |

**COUNCIL MEETING DATES:**

**Study Session:** 2/23/2026

**Regular Meeting:** 3/9/2026

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

**Item requires a Public Hearing:** ☐ Yes ☒ No

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

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

Sponsor: Stephanie Hancock, Council Member
Gabrielle Renner, Manager of Traffic Operations, Public Works / Michelle Gardner, Senior Assistant City Attorney

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

☐ Approve Item and Move Forward to Study Session

☐ Approve Item and Move Forward to Regular Meeting

☐ Information Only

☐ Approve Item 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:** Transportation, Airports & Public Works

**Policy Committee Date:** 11/20/2025

**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 November 20th, 2025, the TAPS policy committee approved this item to move forward to Study Session.

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

The proposed IGA for the Stephen D. Hogan Parkway and E-470 temporary signals establishes funding for the design and construction of temporary traffic signals at the 6th Parkway and E-470 ramp terminal intersections.

These intersections are currently stop controlled exiting E-470 onto Stephen D. Hogan Parkway. The City previously conducted a traffic study which showed that warrants are currently met for signalization at these locations. The bridge will ultimately be widened as part of a separate expansion project. Since the ultimate expansion project is multiple years away from being constructed, the City and E-470 have decided to move forward with this separate project to install temporary span wire traffic signals at these locations for the interim condition. When the Stephen D. Hogan Parkway expansion project widens the bridge, the temporary traffic signals will be removed and replaced with permanent signals.

The City will complete the design for the temporary traffic signals and E-470 will fund construction. The project is anticipated to start design in 2026 and will be solicited for construction bids in 2026. Construction is expected to begin in spring 2027 and finish in 2027. The project will be managed by City staff with coordination from E-470.

Design is anticipated to be completed by the City using internal staff resources. Construction will be funded entirely by E-470 and is anticipated to cost $2,000,000. In the event of a cost under run, the agreement provides for the savings to be returned to E-470.

**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.)*

E-470 will pay 100% of the construction of this project up to $2,000,000.

**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.)*

This project will be managed by existing staff in the traffic engineering group.

## QUESTIONS FOR COUNCIL

Does the City Council support moving forward the Resolution for the Intergovernmental Agreement between the City of Aurora and the E-470 Public Highway Authority regarding funding, design, construction, and maintenance of temporary traffic signals at Stephen D. Hogan Parkway and E-470 to the next 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

February 23, 2026

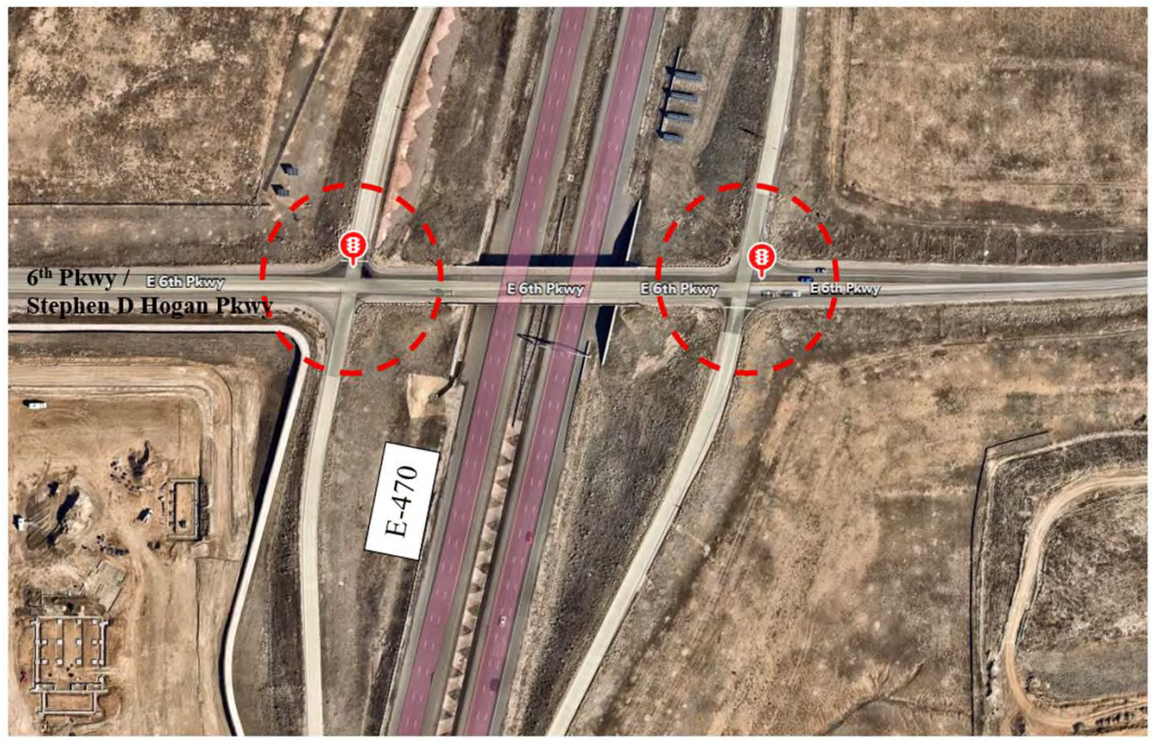
Gabrielle Renner, Manager of Traffic Operations

# IGA with E-470

## Stephen D Hogan Pkwy & E-470 Temporary Traffic Signals

# Temporary Signals

- Signals at E-470 & Stephen D Hogan Ramp intersections currently meet warrants for signalization
  - Temporary span wire signals will be installed now and will be replaced when the expansion project constructs permanent improvements
- Funding has been allocated by E-470 to install temporary signals
- Design done by City
- Construction ($2,000,000) funded by E-470



# Project Schedule

- Design spring/summer 2026
- Construction bid winter 2026
- **Construction to start in spring 2027**
- Project complete by the end of 2027

# Question for the Committee

- Does City Council support moving forward the Resolution for the Intergovernmental Agreement between the City of Aurora and the E-470 Public Highway Authority regarding funding, design, construction, and maintenance of temporary traffic signals at Stephen D. Hogan Parkway and E-470 to the next available Regular Meeting?




# Questions?



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 E-470 PUBLIC HIGHWAY AUTHORITY REGARDING FUNDING, DESIGN, CONSTRUCTION, AND MAINTENANCE OF TEMPORARY TRAFFIC SIGNALS AT STEPHEN D. HOGAN PARKWAY AND E-470

WHEREAS, pursuant to Article XIV, Section 18(2) of the Constitution of the State of Colorado, C.R.S., and Section 29-1-203, C.R.S., the E-470 Public Highway Authority ("E-470 Authority") and the City of Aurora, Colorado ("City"), collectively referred to as "Parties", are encouraged and authorized to cooperate and contract with one another to provide any function or service lawfully authorized to each, including the sharing of costs; and

WHEREAS, the Parties and their residents, taxpayers, and customers will jointly benefit from the design, construction, maintenance, and operation of temporary traffic signals and related equipment and appurtenances necessary thereto to be located at the intersection of E-470 and Stephen D. Hogan Parkway (the "SD Hogan Parkway") at the on/off ramps located on the southbound and northbound E-470 ramps as generally depicted in Exhibit A attached hereto and incorporated herein by this reference (the "Project"); and

WHEREAS, the Parties have determined to jointly participate in the design, construction, maintenance, and operation of the Project due to the shared benefit the Project will provide to the Parties; and

WHEREAS, the City is willing to undertake the design, construction, and maintenance of the temporary traffic signals and related equipment and appurtenances necessary thereto, and the Authority is willing to contribute toward the cost of construction of the temporary traffic signals and the City may include it in the City's larger project work to achieve economies of scale and other efficiencies and cost savings for the Parties; and

WHEREAS, the Parties further desire to memorialize their understanding regarding the sharing of costs and the Parties' funding, design, construction, operation and maintenance obligations for the Project; and

WHEREAS, the City Council is authorized by City Charter 10-12 to enter into this type of agreement and to act by resolution pursuant to City Charter Section 5-1; and

WHEREAS, the City Council of the City of Aurora finds and determines that it is in the best interests of the City and its citizens to authorize the execution of the Intergovernmental Agreement between the City of Aurora and the E-470 Public Highway Authority regarding funding, design, construction, and maintenance of temporary traffic signals at Stephen D. Hogan Parkway and E-470.

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

Section 1. The Intergovernmental Agreement between the City of Aurora and the E-470 Public Highway Authority regarding funding, design, construction and maintenance of temporary traffic signals at Stephen D. Hogan Parkway and E-470 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 FORM:

PETER A. SCHULTE, City Attorney

RLA
Michelle Gardner
MICHELLE GARDNER, Sr. Assistant City Attorney

**INTERGOVERNMENTAL AGREEMENT**
**BETWEEN THE CITY OF AURORA**
**AND**
**THE E-470 PUBLIC HIGHWAY AUTHORITY**
**REGARDING FUNDING, DESIGN CONSTRUCTION AND MAINTENANCE OF TEMPORARY TRAFFIC SIGNALS AT STEPHEN D. HOGAN PARKWAY AND E-470**

THIS INTERGOVERNMENTAL AGREEMENT (the "Agreement") is made and entered into _____, 2025 (the "Effective Date"), by and between the City of Aurora, Colorado, a home rule municipal corporation of the Counties of Adams, Arapahoe and Douglas (the "City"), and the E-470 Public Highway Authority (the "Authority"), hereinafter individually referred to as a "Party" and collectively referred to as the "Parties."

## RECITALS

**WHEREAS**, the City is a municipal corporation organized and existing as a home rule city under Article XX of the Colorado Constitution and the Home Rule Charter of the City; and

**WHEREAS**, the Authority was created and organized pursuant to Sections 43-4-501 *et seq*., C.R.S. (the "Act") for the purpose of financing, constructing, operating, and/or maintaining the E-470 Public Highway ("E-470"), and in this regard to carry out all or any part of those functions or activities permitted by the Act and the Authority's establishing contract; and

**WHEREAS,** pursuant to Article XIV, Section 18(2) of the Constitution of the State of Colorado, C.R.S., and Section 29-1-203, C.R.S., the Parties are encouraged and authorized to cooperate and contract with one another to provide any function or service lawfully authorized to each, including the sharing of costs; and

**WHEREAS,** the Parties and their residents, taxpayers, and customers will jointly benefit from the design, construction, maintenance, and operation of temporary traffic signals and related equipment and appurtenances necessary thereto to be located at the intersection of E-470 and Stephen D. Hogan Parkway (the "SD Hogan Parkway") at the on/off ramps located on the southbound and northbound E-470 ramps as generally depicted in Exhibit A attached hereto and incorporated herein by this reference (the "Project"); and

**WHEREAS,** the Parties have determined to jointly participate in the design, construction, maintenance, and operation of the Project due to the shared benefit the Project will provide to the Parties; and

**WHEREAS,** the City is willing to undertake the design, construction, and maintenance of the temporary traffic signals and related equipment and appurtenances necessary thereto, and the Authority is willing to contribute toward the cost of construction of the temporary traffic signals and the City may include it in the City's larger project work to achieve economies of scale and other efficiencies and cost savings for the Parties; and

**WHEREAS,** provided these shared interests, the Parties further desire to memorialize their understanding regarding the sharing of costs and the Parties' funding, design, construction, operation and maintenance obligations for 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 hereby covenant and agree as follows:

## AGREEMENT

**1. CITY RESPONSIBILITY FOR PROJECT DESIGN AND CONSTRUCTION.**

A. Design. Subject to the receipt of acceptable proposals, the availability of funds, and the terms and conditions of this Agreement, the City will provide, at its cost and expense, preliminary and final design services for the development of the Project ("Final Design"). The Authority shall be afforded the opportunity to review and comment on the design during development of the Final Design at the sixty percent (60%) and ninety percent (90%) stages of completion, as well upon full completion of the Final Design. The Authority shall have fifteen (15) days from the date the review is provided to the Authority by the City to review the Final Design at each such stage and to offer comments. If redesign and re-engineering specifications become necessary after construction of the Project has begun, the City shall provide the Authority with said specifications for review and acceptance as provided above. The City will consider all comments and will cooperate to cure any such objections but will retain final approval authority regarding the Final Design and any changes. The Parties hereby acknowledge and agree that the Authority's review, acceptance, and/or request for revisions to the Final Design shall not create any liability for the Authority.

B. Construction. Subject to the receipt of acceptable bids, the availability of funds, and the terms and conditions of this Agreement, the City will perform or cause to be performed all work effort required to construct the Project in accordance with the Final Design, including, but not limited to, obtaining all necessary permits, consents, and approvals in accordance with applicable federal, state, and local statutes, ordinances, codes, rules and regulations (the "Construction Work") and will contract with one or more qualified and experienced contractors to perform the Construction Work (the "Signal Construction Contract").

C. Procurement & Contract Standards. The City will procure the contracts for the design, construction, and, if necessary, construction management for the Project in accordance with the City's laws and policies regarding soliciting, selecting, contracting, and administering contracts with any consultant or contractor. The construction of the Project will be completed in accordance with all applicable laws, ordinances, codes, rules and regulations, and design standards, and the City shall ensure that the design and construction of the Project are performed in a workmanlike manner. Acknowledging that the City may design and construct the Project as a part of a larger project and that the City shall have the obligation to own and operate the Project once constructed, the City shall have full control over all aspects of the management, advertisement, contracting, and construction of the Project except as otherwise provided in this Agreement. In addition to all E-470 permitting requirements, the City shall ensure that the Authority is named as an additional insured under all contracts related to the Project and that the contractors maintain

insurance pursuant to the City's standard insurance requirements. The City agrees the Authority has the right to request and receive a certified copy of any such insurance policy and any endorsement thereto.

D. Project Administration; Modifications. The City will perform or cause to be performed all Project administration and management functions required for the Project, including awarding, letting and administration of all Project contracts. The City will apprise the Authority of the status of the Project throughout the work. The Authority will not direct the City's contractor or the work in any manner; provided, however, the Authority may comment on the Final Design pursuant to Section 1.A above and coordinate with the City regarding the timing of the signals pursuant to Section 4 below.

**2. AUTHORITY CONTRIBUTIONS.**

A. Funding.

1. *Construction Contract Bid*. Upon completion of the Final Design and solicitation of a contractor(s) for the Signal Construction Contract in accordance with Section 1(C) of this Agreement, the City shall notify the Authority in writing of its recommendation for award of the Signal Construction Contract and the total bid figure for the Construction Work submitted therewith (the "Construction Contract Bid").

2. *Authority Funds*. If the Authority, within three (3) weeks of receipt of notification of the Construction Contract Bid, provides written notification to the City that the Authority, in its discretion, concurs with the award of the Signal Construction Contract to the contractor in the amount of the Construction Contract Bid as recommended by the City, the City may accept the Construction Contract Bid, and the City may thereafter enter into the Signal Construction Contract with its selected construction contractor on such terms and conditions as the City deems appropriate. Within thirty (30) days of the Authority's written acceptance of the Construction Contract Bid in accordance with this Section, and subject to the City's execution of the Signal Construction Contract, the Authority shall deposit an amount equal to the Construction Contract Bid, subject to the $2,000,000 monetary limitation set for the below in this Paragraph 2 (the "Authority Funds") into a designated and segregated Authority account used solely for the purpose of this Agreement. If the Authority, within three (3) weeks of notification of the Construction Contract Bid does not notify the City it accepts the Construction Contract Bid, either Party may terminate this Agreement by notice to the other Party and have no further obligations hereunder; provided, however, in no event shall this Agreement terminate pursuant to this Section prior to a thirty-day (30) day period of negotiations by the Parties. Except to the extent authorized in accordance with duly executed Contract Price Authorizations issued pursuant to Section 2(B) of this Agreement, the amount of the Authority Funds the Authority may commit to pay under this Agreement shall not exceed **$2,000,000.00**. Any interest that may accrue on the Authority Funds shall be the property of the Authority and shall not increase the Authority Funds available under this Agreement.

i. *Invoices*. The City will submit invoices to the Authority's Finance Department for progress payments for portions of the completed Signal Construction Contract. The Authority's and City's mutual approval of invoices shall be a condition of payment. The Authority shall release funds to the City within thirty (30) days of receipt of approved invoices, or parts thereof. All invoices shall be addressed to the Authority as follows: "E-470 Public Highway Authority, 22470 E. Stephen D. Hogan Parkway, Suite 100, Aurora, Colorado 80018 ATTN: FINANCE DEPARTMENT" or sent via electronic mail to accountspayable@e-470.com with the name of this Agreement in the subject line. Invoices shall be supported by cost information in such detail as may be required by the Authority and shall be sufficient to substantiate all items for a proper audit and post audit thereof.

3. *Construction Funds Only*. No Authority Funds shall be used for, or allocated toward, expenses associated with generating the Final Design or any modifications thereto, and no other Authority funds will be provided therefor; provided, however, the City shall not be required to incorporate any design elements into the Final Design or any changes to the Final Design required by the Authority unless the Authority agrees to fully pay for such elements or changes.

B. Modification of the Signal Construction Contract. The Parties agree that amendments, change orders, or any other forms of order or directive increasing the Signal Construction Contract price above the amount of the Authority Funds shall be subject to the prior written approval of the Authority, which approval may be granted or withheld in the Authority's discretion ("Contract Price Authorizations"). If a prior Contract Price Authorization is not obtained, the Authority shall not be responsible to pay for or share in any such costs, and the City shall be solely responsible to pay for all such costs.

C. Property Access; E-470 Permitting. The City or its contractor shall obtain all necessary E-470 permits from the Authority for the installation, operation, maintenance, and removal of the Project. The Authority will grant an E-470 permits to the City for access, construction, operation, and maintenance of the Project and shall include provisions authorizing the City to access the Project area immediately in the event emergency maintenance or operations are necessary. The E-470 permits will allow the City to provide the Authority with notification of such access and/or emergency maintenance as soon as possible after the emergency has been initially addressed (rather than prior thereto). The Parties will waive any permitting and review fees applicable to the Project and any maintenance work.

D. Construction Deadline and Release of Funds. If construction of the Project is not initially accepted by the City before December 31, 2027 (the "Funding Completion Date"), all Authority Funds remaining in the Authority Account shall be retained by the Authority. After such date, the Authority shall have no remaining obligation under this Agreement. If at the City's initial acceptance of the Project construction the actual costs of the Project construction are less than Pthe Authority Funds, the remaining Authority Funds in the Authority Account shall be retained by the Authority. Upon mutual written agreement of the Parties, the Funding Completion Date may be extended one (1) year, to December 31, 2028.

**3. FINAL ACCEPTANCE.** Upon substantial completion of construction of the Project, the City shall provide notice of the same to the Authority, and the Authority shall have the right to inspect the Project for consistency with the Final Design. Nothing herein shall be construed as granting to the City or any other party any rights, property or otherwise, in or to the Authority's right-of-way or multi-use easement except as otherwise granted herein.

**4. CITY PROJECT OPERATION AND MAINTENANCE OBLIGATIONS.** The City shall be the owner of the traffic signals and related equipment and appurtenances constructed during the Project and shall be responsible for its operation and maintenance until such time as the Project is removed and permanent traffic signals are installed in their place as part of the SD Hogan Parkway interchange expansion. The City will coordinate the timing of the signals with the Authority to ensure toll-road appropriate traffic flow on the northbound and southbound SD Hogan Parkway ramps and on E-470 itself.

**5. ANTICIPATED COMPLETION OF THE PROJECT.** The City will use reasonable efforts to complete the Project by December 31, 2027, but no failure by the City to complete the Project by December 31, 2027 shall constitute a breach of this Agreement.

**6. REMOVAL OF TEMPORARY SIGNALS.** Costs and responsibilities associated with the removal of the Project will be addressed in a separate agreement between the Parties regarding the construction of the SD Hogan Parkway interchange expansion.

**7. BREACH AND ENFORCEMENT.** 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 and statutes of the State of Colorado.

**8. INDEMNIFICATION.** The City shall cause its contractors and subcontractors performing work for the Project and upon accessing E-470's property to defend, indemnify, and hold the Authority harmless from any and all liability, loss, cost, damage, claim or expense which the Authority may sustain to the extent they arise from or may be alleged to arise from the intentional or negligent acts or omissions of the Contractor or any of its subcontractors, material suppliers, or employees in connection with the contract and/or the contractor's work.

**9. MISCELLANEOUS.**

A. Assignment. Neither of the Parties hereto may assign this Agreement or parts hereof or its rights hereunder without the express written consent of the other Party.

B. Appropriation. Notwithstanding any other term or condition of this Agreement, all obligations of either Party under this Agreement, including all or any part of any payment or reimbursement obligations, whether direct or contingent, shall only extend to payment of monies duly and lawfully appropriated and encumbered for the purpose of this Agreement through each party's legally required budgeting, authorization, and appropriation process. Further, neither Party, by this Agreement, creates a multiple fiscal year obligation or debt either within or without this Agreement. It is anticipated that appropriations for the purpose of this Agreement, if made at all, will be made on an annual

basis. Neither Party, however, by this Agreement binds future governing bodies to make such appropriations.

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

D. 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.

E. 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 other than the City and the Authority shall be deemed to be only an incidental beneficiary under this Agreement.

F. Governmental Immunity. Nothing in this Agreement or in any actions taken by the Parties 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.

G. No Personal Liability. No elected official, director, officer, agent or employee of the Authority or the City shall be charged personally or held contractually liable by or to another Party under any term or provision of this Agreement or because of any breach thereof, or for their errors or omissions in the performance thereof, or because of its or their execution, approval or attempted execution of this Agreement.

H. Notices. Any notices or other communications required or permitted by this Agreement or by law to be served on, given to, or delivered to either 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 the City:
City of Aurora
Attn: Director of Public Works
15151 E. Alameda Parkway
Aurora, Colorado 80012
publicworks@auroragov.org

With a copy to:
City Attorney for City of Aurora
15151 E. Alameda Parkway, Suite 5300
Aurora, Colorado 80012

If to the Authority:
E-470 Public Highway Authority
Attention: Executive Director
Administrative Headquarters Facility
22470 E. Stephen D. Hogan Parkway
Aurora, CO 80018

With a copy to:
Icenogle Seaver Pogue. P.C.
Attention: Tamara K. Seaver
4725 S. Monaco Street, Suite 360
Denver, CO 80237

Either 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.

I. 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.

J. Controlling Law and Venue. The Parties hereto agree that exclusive jurisdiction and venue for the resolution of any dispute relating to this Agreement to be provided hereunder shall lie in the state courts of the State of Colorado and that Colorado law shall govern.

K. 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.

L. Binding Contract. This Agreement shall inure to and be binding on the heirs, executors, administrators, successors, and assigns of the Parties.

M. Entire Contract. 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. 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.

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

O. 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.

P. Payment of Tolls. The City understands and agrees that the City, its subcontractors, vendors, and employees shall pay be responsible for all tolls incurred by them during the term of this Agreement. A lump sum compensation amount for reimbursement of tolls may be included within the Construction Contract Bid and invoiced to the Authority in accordance with Section 2.A.2.i hereof as part of the Signal Construction Contract. If so included in the Signal Construction Contract, the Authority will make toll reimbursement installment payments to the City on a pro-rata basis.

Q. Counterpart Execution; Electronic Records. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of this Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

**[Remainder of page intentionally left blank.]**

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.

E-470 PUBLIC HIGHWAY AUTHORITY

_____

By: Joe Donahue

Its: Executive Director

STATE OF _____ )
) ss.
COUNTY OF _____ )

The foregoing instrument was acknowledged before me this _____ day of _____, 20__ by Joe Donahue as Executive Director of the E-470 Public Highway Authority.

WITNESS my hand and official seal.

My commission expires: _____

_____
Notary Public

DEPARTMENT APPROVAL:

_____
Chief Engineer

FINANCE APPROVAL:

_____
Chief Financial Officer

APPROVED AS TO FORM:
ICENOGLE SEAVER POGUE
A Professional Corporation

_____
General Counsel

DATE APPROVED BY THE BOARD OF DIRECTORS: _____

CITY OF AURORA, COLORADO

DATE APPROVED BY THE BOARD OF DIRECTORS: _____

CITY OF AURORA, COLORADO

_____

By: Mike Coffman
Its: Mayor

ATTEST:

_____

By: Kadee Rodriguez
Its: City Clerk

APPROVED AS TO FORM:

_____

By: Michelle Gardner
Its: Sr. Assistant City Attorney

STATE OF _____ )
) ss.
COUNTY OF _____ )

The foregoing instrument was acknowledged before me this _____ day of _____, 20__ by _____ as _____ of _____.

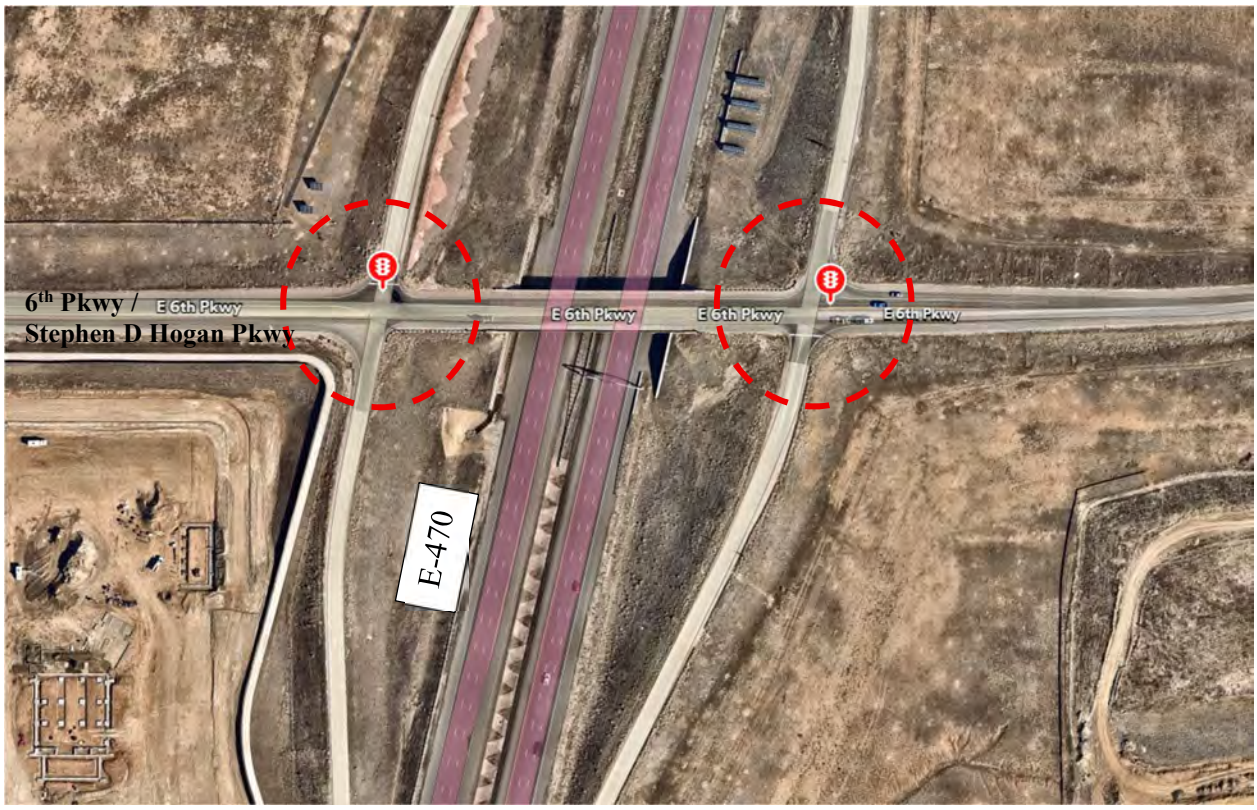
WITNESS my hand and official seal.

My commission expires: _____

_____
Notary Public

**EXHIBIT A**

Project Vicinity Map



# CITY OF AURORA
## Council Agenda Commentary

| |
|---|
| **Item Title:** Property Acquisition for Wildhorse South Reservoir 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 |
| **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:** 3/9/2026

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

**Item requires a Public Hearing:** ☐ Yes ☒ No

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

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

R2026-15 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING THE ACQUISITION OF REAL PROPERTY IN THE AMOUNT OF $650,000 FOR THE WILD HORSE SOUTH RESERVOIR 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 Policy Committee
☐ Approve Item and Move Forward to Regular Meeting
☐ Approve Item as Proposed at Study Session
☐ Information Only
☒ Approve Item as Proposed at Regular Meeting
☐ Approve Item with Waiver of Reconsideration
*Reason for waiver is described in the Item Details field above.*

**PREVIOUS ACTIONS OR REVIEWS:**

**Policy Committee Name:** N/A

**Policy Committee Date:** N/A

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

☐ Recommends Approval ☐ Does Not Recommend Approval

☐ Forwarded Without Recommendation ☐ Minutes Not Available

☐ Minutes Attached

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

N/A

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

**BACKGROUND:**
The Wild Horse Reservoir Project ("Project") is a 95,000-acre foot reservoir required to reliably meet Aurora's 2075 demands by maintaining an accessible emergency reserve. The proposed reservoir location for the Project is in Park County, just south of Hartsel, Colorado and is close to Aurora's Spinney Mountain Reservoir. The Project has been in the pre-permitting phase with the Bureau of Land Management (BLM) for the last several years.

The transition to the Wild Horse South Reservoir (WHSR) location will require property and easement acquisitions over the next two years. The northern half of the WHSR location would be purchased under an option agreement with a local ranching family. The southern portion of the site is subdivided and would require acquisition of hundreds of parcels, including several with permanent residents.

The owners of 10570 County Road 53 approached Aurora Water to purchase their property which contains a single-family residence. The SFR can be used as a field office during construction and the property footprint falls within the WHSR Project footprint. City staff has negotiated a Contract to Buy and Sell Real Estate to purchase this property for $650,000. The landowner has accepted the offer and closing can be scheduled for 4/15/2026. City staff will be granting a Post-Closing Occupancy Agreement for up to 120-days, at a rate of $2,500/month, after closing so that the seller can find a decent, safe and sanitary replacement house. City staff recommends proceeding with this acquisition necessary to the Project.

**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.)*

Funding will come from the CIP Water Fund
CC-52396
FD-505
PRJ-526416
SC-67210

**NON-BUDGETED EXPENDITURE IMPACT**

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

**WORKLOAD IMPACT**

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

## QUESTIONS FOR COUNCIL

Does City Council support this expenditure for acquisition of land necessary for this Project?

## LEGAL COMMENTS

Pursuant to Colorado Revised Statute Section 31-15-101(d), the City of Aurora has the authority to acquire, hold, lease, and dispose of property, both real and personal. The City Manager or designee shall have the power to approve and execute, on behalf of the City, each contract for the acquisition, lease, or rental of real property. (City Code §2-62(b)). All property acquisitions of $500,000 or more must be approved by formal City Council action. (Business Policy Memorandum No. 4-14). (M. Gardner)

Hector Reynoso
Hector Reynoso

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**CBS1 Contract to Buy and Sell Real Estate (Residential)**
**Adoption Date: August 5, 2025**
**Mandatory Use Date: January 1, 2026**

**THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT LEGAL AND TAX OR OTHER COUNSEL BEFORE SIGNING.**

# CONTRACT TO BUY AND SELL REAL ESTATE (RESIDENTIAL)

Date: ***2/5/2026***

## AGREEMENT

**1. AGREEMENT.** Buyer agrees to buy and Seller agrees to sell the Property described below on the terms and conditions set forth in this contract (Contract).

**2. PARTIES AND PROPERTY.**

**2.1. Buyer.** ***the City of Aurora, Colorado, a home rule municipal corporation of the counties of Adams, Arapahoe, and Douglas, Acting by and through its Utility Enterprise*** (Buyer) will take title to the Property described below as ☐ **Joint Tenants** ☐ **Tenants In Common** ☒ **Other** ***in severalty***.

**2.2. No Assignability.** This Contract **IS NOT** assignable by Buyer unless otherwise specified in **Additional Provisions**.

**2.3. Seller.** ***Mark Clifford Rudolph and Norman Rudolph*** (Seller) is the current owner of the Property described below.

**2.4. Property.** The Property is the following legally described real estate in the County of ***Park***, Colorado (insert legal description):

***BAYOU SALADO RANCHES UNIT 03 LOT 22***

known as: ***10570 County Road 53, Hartsel, CO 80449***

together with the interests, easements, rights, benefits, improvements and attached fixtures appurtenant thereto and all interest of Seller in vacated streets and alleys adjacent thereto, except as herein excluded (Property).

**2.5. Inclusions.** The Purchase Price includes the following items (Inclusions):

**2.5.1. Inclusions – Attached.** If attached to the Property on the date of this Contract, the following items are included unless excluded under **Exclusions**: lighting, heating, plumbing, ventilating and air conditioning units, TV antennas, inside telephone, network and coaxial (cable) wiring and connecting blocks/jacks, plants, mirrors, floor coverings, intercom systems, built-in kitchen appliances, sprinkler systems and controls, built-in vacuum systems (including accessories) and garage door openers (including ***all*** remote controls). If checked, the following are owned by the Seller and included: ☒ **Solar Panels** ☒ **Water Softeners** ☐ **Security Systems** ☐ **Satellite Systems** (including satellite dishes). Leased items should be listed under § 2.5.8. (Leased Items). If any additional items are attached to the Property after the date of this Contract, such additional items are also included in the Purchase Price.



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**2.5.2. Inclusions – Additional.** If on the Property on the date of this Contract, whether attached or not, the following items are included unless excluded under **Exclusions**: storm windows, storm doors, window and porch shades, awnings, blinds, screens, window coverings and treatments, curtain rods, drapery rods, fireplace inserts, fireplace screens, fireplace grates, heating stoves, storage sheds, carbon monoxide alarms, smoke/fire detectors and all keys.

**2.5.3. Other Inclusions.** The following items, whether fixtures or personal property, are also included in the Purchase Price:

***1) Two Solar Arrays of 8 & 6 Panels, each array is approximately 10X12.***
***2) Solar Power Inverter - Xantrex.***
***3) 16 Batteries for solar power storage.***
***4) Refrigerator - Whirlpool.***
***5) Dishwasher - Maytag.***
***6) Clothes Washer Cabrio.***
***7) Clothes Dryer - Samsung.***
***8) 6X10 Cumberland - Portable Shed.***
***9) 2 Pellet Stoves.***

☐ If the box is checked, Buyer and Seller have concurrently entered into a separate agreement for additional personal property outside of this Contract.

**2.5.4. Home Warranty.** Seller and Buyer are aware of the existence of pre-owned home warranty programs that may be purchased and may cover the repair or replacement of certain Inclusions.

**2.5.5. Inclusions - Encumbered.** Any Inclusions owned by Seller (e.g., owned solar panels) must be conveyed at Closing by Seller free and clear of all taxes (except personal property and general real estate taxes for the year of Closing), liens and encumbrances, except:

Buyer ☐ **Will** ☒ **Will Not** assume the debt and obligations on the Encumbered Inclusions subject to Buyer's review under §10.6. (Encumbered Inclusion Documents) and Buyer's receipt of written approval by such lessor before Closing. If Buyer does not receive such approval this Contract terminates.

**2.5.6. Personal Property Conveyance.** Conveyance of all personal property will be by bill of sale or other applicable legal instrument.

**2.5.7. Parking and Storage Facilities.** The use or ownership of the following parking facilities: ; and the use or ownership of the following storage facilities:

Note to Buyer: If exact rights to the parking and storage facilities is a concern to Buyer, Buyer should investigate.

**2.5.8. Leased Items.** The following personal property is currently leased to Seller which will be transferred to Buyer at Closing (Leased Items):

***Propane Tank Lease will be prorated at closing.***

Buyer ☐ **Will** ☒ **Will Not** assume Seller's debt and obligations under such leases for the Leased Items subject to Buyer's review under §10.6. (Leased Items Documents) and Buyer's receipt of written approval by such lessor before Closing. If Buyer does not receive such approval this Contract terminates.

☐ **2.5.9. Solar Power Plan.** If the box is checked, Seller has entered into a solar power purchase agreement, regardless of the name or title, to authorize a third party to operate and maintain a photovoltaic system on the Property and provide electricity (Solar Power Plan) that will remain in effect after Closing. Buyer ☐ **Will** ☒ **Will Not** assume Seller's obligations under such Solar Power Plan subject to Buyer's review under §10.6. (Solar Power Plan) and Buyer's receipt of written approval by the third party before Closing. If Buyer does not receive such approval this Contract terminates.

**2.6. Exclusions.** The following items are excluded (Exclusions):

**2.7. Water Rights/Well Rights.**

☐ **2.7.1. Deeded Water Rights.** The following legally described water rights:
Any deeded water rights will be conveyed by a good and sufficient deed at Closing.

☐ **2.7.2. Other Rights Relating to Water.** The following rights relating to water not included in §§ 2.7.1., 2.7.3. and 2.7.4., will be transferred to Buyer at Closing:

☒ **2.7.3. Well Rights.** Seller agrees to supply required information to Buyer about the well. Buyer



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understands that if the well to be transferred is a “Small Capacity Well” or a “Domestic Exempt Water Well” used for ordinary household purposes, Buyer must, prior to or at Closing, complete a Change in Ownership form for the well. If an existing well has not been registered with the Colorado Division of Water Resources in the Department of Natural Resources (Division), Buyer must complete a registration of existing well form for the well and pay the cost of registration. If no person will be providing a closing service in connection with the transaction, Buyer must file the form with the Division within sixty days after Closing. The Well Permit # is ***333702***.

☐ **2.7.4. Water Stock.** The water stock to be transferred at Closing are as follows:

**2.7.5. Conveyance.** If Buyer is to receive any rights to water pursuant to § 2.7.2. (Other Rights Relating to Water), § 2.7.3. (Well Rights), or § 2.7.4. (Water Stock Certificates), Seller agrees to convey such rights to Buyer by executing the applicable legal instrument at Closing.

**2.7.6. Water Rights Review.** Buyer has a Right to Terminate if examination of the Water Rights is unsatisfactory to Buyer on or before the **Water Rights Examination Deadline**.

## 3. DATES, DEADLINES AND APPLICABILITY.

### 3.1. Dates and Deadlines.

| Item No. | Reference | Event | Date or Deadline |
|---|---|---|---|
| 1 | § 3 | Time of Day Deadline | ***6:00pm*** |
| 2 | § 4 | Alternative Earnest Money Deadline | ***n/a*** |
| | | **Title** | |
| 3 | § 8 | Record Title Deadline (and Tax Certificate) | ***2/11/2026*** Wednesday |
| 4 | § 8 | Record Title Objection Deadline | ***2/18/2026*** Wednesday |
| 5 | § 8 | Off-Record Title Deadline | ***2/11/2026*** Wednesday |
| 6 | § 8 | Off-Record Title Objection Deadline | ***2/18/2026*** Wednesday |
| 7 | § 8 | Title Resolution Deadline | ***2/20/2026*** Friday |
| 8 | § 8 | Third Party Right to Purchase/Approve Deadline | |
| | | **Owners' Association** | |
| 9 | § 7 | Association Documents Deadline | |
| 10 | § 7 | Association Documents Termination Deadline | |
| | | **Seller's Disclosures** | |
| 11 | § 10 | Seller’s Property Disclosure Deadline | ***2/9/2026*** Monday |
| 12 | § 10 | Lead-Based Paint Disclosure Deadline | |
| | | **Loan and Credit** | |
| 13 | § 5 | New Loan Application Deadline | |
| 14 | § 5 | New Loan Terms Deadline | |
| 15 | § 5 | New Loan Availability Deadline | |
| 16 | § 5 | Buyer’s Credit Information Deadline | |
| 17 | § 5 | Disapproval of Buyer’s Credit Information Deadline | |
| 18 | § 5 | Existing Loan Deadline | |
| 19 | § 5 | Existing Loan Termination Deadline | |
| 20 | § 5 | Loan Transfer Approval Deadline | |
| 21 | § 4 | Seller or Private Financing Deadline | |
| | | **Appraisal** | |
| 22 | § 6 | Appraisal Deadline | |



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| | | | |
|---|---|---|---|
| 23 | § 6 | Appraisal Objection Deadline | |
| 24 | § 6 | Appraisal Resolution Deadline | |
| | | **Survey** | |
| 25 | § 9 | New ILC or New Survey Deadline | |
| 26 | § 9 | New ILC or New Survey Objection Deadline | |
| 27 | § 9 | New ILC or New Survey Resolution Deadline | |
| | | **Inspection and Due diligence** | |
| 28 | § 2 | Water Rights Examination Deadline | ***2/25/2026*** Wednesday |
| 29 | § 8 | Mineral Rights Examination Deadline | ***2/25/2026*** Wednesday |
| 30 | § 10 | Inspection Termination Deadline | ***3/11/2026*** Wednesday |
| 31 | § 10 | Inspection Objection Deadline | ***3/10/2026*** Tuesday |
| 32 | § 10 | Inspection Resolution Deadline | ***3/11/2026*** Wednesday |
| 33 | § 10 | Property Insurance Termination Deadline | |
| 34 | § 10 | Due Diligence Documents Delivery Deadline | ***3/9/2026*** Monday |
| 35 | § 10 | Due Diligence Documents Objection Deadline | ***3/10/2026*** Tuesday |
| 36 | § 10 | Due Diligence Documents Resolution Deadline | ***3/11/2026*** Wednesday |
| 37 | § 10 | Conditional Sale Deadline | |
| 38 | § 10 | Lead-Based Paint Termination Deadline | |
| | | **Closing and Possession** | |
| 39 | § 12 | Closing Date | ***4/15/2026*** Wednesday |
| 40 | § 17 | Possession Date | ***Delivery of Deed*** |
| 41 | § 17 | Possession Time | ***Delivery of Deed*** |
| 42 | § 27 | **Acceptance Deadline Date** | ***2/6/2026*** Friday |
| 43 | § 27 | **Acceptance Deadline Time** | ***11:59pm*** |
| 44 | | ***Approval of the Aurora City Council*** | ***3/10/2026*** Tuesday |
| 45 | | | |

**Note**: If **FHA** or **VA** loan boxes are checked in § 4.5.3. (Loan Limitations), the **Appraisal** deadlines **DO NOT** apply to **FHA** insured or **VA** guaranteed loans.

**3.2. Applicability of Terms.** If any deadline in § 3.1. (Dates and Deadlines) is left blank or completed with "N/A", or the word "Deleted," such deadline is not applicable and the corresponding provision containing the deadline is deleted. Any box checked in this Contract means the corresponding provision applies. If no box is checked in a provision that contains a selection of "None", such provision means that "None" applies.

The abbreviation "MEC" (mutual execution of this Contract) means the date upon which both parties have signed this Contract. The abbreviation "N/A" as used in this Contract means not applicable.

**3.3. Day; Computation of Period of Days; Deadlines.**

**3.3.1. Day.** As used in this Contract, the term "day" means the entire day ending at 11:59 p.m., United States Mountain Time (Standard or Daylight Savings, as applicable). Except however, if a **Time of Day Deadline** is specified in § 3.1. (Dates and Deadlines), all Objection Deadlines, Resolution Deadlines, Examination Deadlines and Termination Deadlines will end on the specified deadline date at the time of day specified in the **Time of Day Deadline**, United States Mountain Time. If **Time of Day Deadline** is left blank or "N/A" the deadlines will expire at 11:59 p.m., United States Mountain Time.

**3.3.2. Computation of Period of Days.** In computing a period of days (e.g., three days after



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MEC), when the ending date is not specified, the first day is excluded and the last day is included.

**3.3.3. Deadlines.** If any deadline falls on a Saturday, Sunday or federal or Colorado state holiday (Holiday), such deadline ☒ **Will** ☐ **Will Not** be extended to the next day that is not a Saturday, Sunday or Holiday. Should neither box be checked, the deadline will not be extended.

## 4. PURCHASE PRICE AND TERMS.

**4.1. Price and Terms.** The Purchase Price set forth below is payable in U.S. Dollars by Buyer as follows:

| Item No. | Reference | Item | Amount | Amount |
|---|---|---|---|---|
| 1 | § 4.1. | Purchase Price | $ ***650,000.00*** | |
| 2 | § 4.3. | Earnest Money | | $ ***0.00*** |
| 3 | § 4.5. | New Loan | | $ |
| 4 | § 4.6. | Assumption Balance | | $ |
| 5 | § 4.7. | Private Financing | | $ |
| 6 | § 4.7. | Seller Financing | | $ |
| 7 | | | | $ |
| 8 | | | | $ |
| 9 | § 4.4. | Cash at Closing | | $ ***650,000.00*** |
| 10 | | **Total** | $ ***650,000.00*** | $ ***650,000.00*** |

**4.2. Seller Concession.** At Closing, Seller will credit to Buyer $***0.0*** (Seller Concession). The Seller Concession may be used for any Buyer fee, cost, charge or expenditure to the extent the amount is allowed by the Buyer's lender and is included in the Closing Statement or Closing Disclosure at Closing. Examples of allowable items to be paid for by the Seller Concession include, but are not limited to: Buyer's closing costs, loan discount points, loan origination fees, prepaid items and any other fee, cost, charge, expense or expenditure. Seller Concession is in addition to any sum Seller has agreed to pay or credit Buyer elsewhere in this Contract.

**4.3. Earnest Money.** The Earnest Money set forth in this Section, in the form of a ***Wire or Check in Good Funds***, will be payable to and held by ***Fidelity National Title*** (Earnest Money Holder), in its trust account, on behalf of both Seller and Buyer. The Earnest Money must be tendered, by Buyer, with this Contract unless the parties mutually agree to an **Alternative Earnest Money Deadline** for its payment. The parties authorize delivery of the Earnest Money to the company conducting the Closing (Closing Company), if any, at or before Closing. In the event Earnest Money Holder has agreed to have interest on Earnest Money transferred to a fund established for the purpose of providing affordable housing to Colorado residents, Seller and Buyer acknowledge and agree that any interest accruing on the Earnest Money deposited with the Earnest Money Holder in this transaction will be transferred to such fund.

**4.3.1. Alternative Earnest Money Deadline.** The deadline for delivering the Earnest Money, if other than at the time of tender of this Contract, is as set forth as the **Alternative Earnest Money Deadline**.

**4.3.2. Disposition of Earnest Money.** If Buyer has a Right to Terminate and timely terminates, Buyer is entitled to the return of Earnest Money as provided in this Contract. If this Contract is terminated as set forth in § 24 and, except as provided in § 23 (Earnest Money Dispute), if the Earnest Money has not already been returned following receipt of a Notice to Terminate, Seller agrees to execute and deliver to Buyer or Broker working with Buyer, written mutual instructions (e.g., Earnest Money Release form), within three days of Seller's receipt of such form. If Seller is entitled to the Earnest Money, and, except as provided in § 23 (Earnest Money Dispute), if the Earnest Money has not already been paid to Seller, following receipt of an Earnest Money Release form, Buyer agrees to execute and return to Seller or Broker working with Seller, written mutual instructions (e.g., Earnest Money Release form), within three days of Buyer's receipt.

**4.3.2.1. Seller Failure to Timely Return Earnest Money.** If Seller fails to timely execute and return the Earnest Money Release Form, or other written mutual instructions, Seller is in default and liable to Buyer as set forth in **"If Seller is in Default", § 20.2. and § 21,** unless Seller is entitled to the



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Earnest Money due to a Buyer default.

**4.3.2.2. Buyer Failure to Timely Release Earnest Money.** If Buyer fails to timely execute and return the Earnest Money Release Form, or other written mutual instructions, Buyer is in default and liable to Seller as set forth in "**If Buyer is in Default, § 20.1. and § 21**, unless Buyer is entitled to the Earnest Money due to a Seller Default.

**4.4. Form of Funds; Time of Payment; Available Funds.**

**4.4.1. Good Funds.** All amounts payable by the parties at Closing, including any loan proceeds, Cash at Closing and closing costs, must be in funds that comply with all applicable Colorado laws, including wire transfers, certified check, teller's check, cashier's check, and real-time or instant payment (Good Funds).

**4.4.2. Time of Payment.** All funds, including the Purchase Price to be paid by Buyer, must be paid before or at Closing or as otherwise agreed in writing between the parties to allow disbursement by Closing Company at Closing **OR SUCH NONPAYING PARTY WILL BE IN DEFAULT**.

**4.4.3. Available Funds.** Buyer represents that Buyer, as of the date of this Contract, ☒ **Does** ☐ **Does Not** have funds that are immediately verifiable and available in an amount not less than the amount stated as Cash at Closing in § 4.1.

**4.5. New Loan.** (Omitted as inapplicable)

**4.6. Assumption.** (Omitted as inapplicable)

**4.7. Seller or Private Financing.** (Omitted as inapplicable)

## TRANSACTION PROVISIONS

**5. FINANCING CONDITIONS AND OBLIGATIONS.**
(Omitted as inapplicable)

**5.3. Credit Information.** (Omitted as inapplicable)

**5.4. Existing Loan Review.** (Omitted as inapplicable)

**5.5. Buyer Representation of Principal Residence.** Buyer represents that Buyer will occupy the Property as Buyer's principal residence unless the following box is checked, then Buyer ☐ represents that Buyer will **NOT** occupy the Property as Buyer's principal residence.

**6. APPRAISAL PROVISIONS.**

**6.1. Appraisal Definition.** An "Appraisal" is an opinion of value prepared by a licensed or certified appraiser, engaged on behalf of Buyer or Buyer's lender, to determine the Property's market value (Appraised Value). The Appraisal may also set forth certain lender requirements, replacements, removals or repairs necessary on or to the Property as a condition for the Property to be valued at the Appraised Value.

**6.2. Appraised Value.** The applicable appraisal provision set forth below applies to the respective loan type set forth in § 4.5.3., or if a cash transaction (i.e., no financing), § 6.2.1. applies.

**6.2.1. Conventional/Other.** Buyer has the right to obtain an Appraisal. If the Appraised Value is less than the Purchase Price, or if the Appraisal is not received by Buyer on or before **Appraisal Deadline** Buyer may, on or before **Appraisal Objection Deadline**:

**6.2.1.1. Notice to Terminate.** Notify Seller in writing, pursuant to § 24.1., that this Contract is terminated; or

**6.2.1.2. Appraisal Objection.** Deliver to Seller a written objection accompanied by either a copy of the Appraisal or written notice from lender that confirms the Appraised Value is less than the Purchase Price (Lender Verification).

**6.2.1.3. Appraisal Resolution.** If an Appraisal Objection is received by Seller, on or before **Appraisal Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **Appraisal Resolution Deadline**, this Contract will terminate on the **Appraisal Resolution Deadline**, unless Seller receives Buyer's written withdrawal of the Appraisal Objection before such termination, (i.e., on or before expiration of **Appraisal Resolution Deadline**).

**6.2.2. FHA.** ~~It is expressly agreed that, notwithstanding any other provisions of this Contract, the~~



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~~purchaser (Buyer) shall not be obligated to complete the purchase of the Property described herein or to incur any penalty by forfeiture of Earnest Money deposits or otherwise unless the purchaser (Buyer) has been given, in accordance with HUD/FHA or VA requirements, a written statement issued by the Federal Housing Commissioner, Department of Veterans Affairs, or a Direct Endorsement lender, setting forth the appraised value of the Property of not less than $ . The purchaser (Buyer) shall have the privilege and option of proceeding with the consummation of this Contract without regard to the amount of the appraised valuation. The appraised valuation is arrived at to determine the maximum mortgage the Department of Housing and Urban Development will insure. HUD does not warrant the value nor the condition of the Property. The purchaser (Buyer) should satisfy himself/herself/themselves that the price and condition of the Property are acceptable.~~

**6.2.3. VA.** ~~It is expressly agreed that, notwithstanding any other provisions of this Contract, the purchaser (Buyer) shall not incur any penalty by forfeiture of Earnest Money or otherwise or be obligated to complete the purchase of the Property described herein, if the Contract Purchase Price or cost exceeds the reasonable value of the Property established by the Department of Veterans Affairs. The purchaser (Buyer) shall, however, have the privilege and option of proceeding with the consummation of this Contract without regard to the amount of the reasonable value established by the Department of Veterans Affairs.~~

**6.3. Lender Property Requirements.** ~~If the lender imposes any written requirements, replacements, removals or repairs, including any specified in the Appraisal (Lender Property Requirements) to be made to the Property (e.g., roof repair, repainting), beyond those matters already agreed to by Seller in this Contract, this Contract terminates on the earlier of three days following Seller's receipt of the Lender Property Requirements, or Closing, unless prior to termination: (1) the parties enter into a written agreement to satisfy the Lender Property Requirements; (2) the Lender Property Requirements have been completed; or (3) the satisfaction of the Lender Property Requirements is waived in writing by Buyer.~~

**6.4. Cost of Appraisal.** Cost of the Appraisal to be obtained after the date of this Contract must be timely paid by ☐ **Buyer** ☒ **Seller.** The cost of the Appraisal may include any and all fees paid to the appraiser, appraisal management company, lender's agent or all three.

**7. OWNERS' ASSOCIATIONS.** This Section is applicable if the Property is located within one or more Common Interest Communities and subject to one or more declarations (Association).

**7.1. Common Interest Community Disclosure. THE PROPERTY IS LOCATED WITHIN A COMMON INTEREST COMMUNITY AND IS SUBJECT TO THE DECLARATION FOR THE COMMUNITY. THE OWNER OF THE PROPERTY WILL BE REQUIRED TO BE A MEMBER OF THE OWNERS' ASSOCIATION FOR THE COMMUNITY AND WILL BE SUBJECT TO THE BYLAWS AND RULES AND REGULATIONS OF THE ASSOCIATION. THE DECLARATION, BYLAWS AND RULES AND REGULATIONS WILL IMPOSE FINANCIAL OBLIGATIONS UPON THE OWNER OF THE PROPERTY, INCLUDING AN OBLIGATION TO PAY ASSESSMENTS OF THE ASSOCIATION. IF THE OWNER DOES NOT PAY THESE ASSESSMENTS, THE ASSOCIATION COULD PLACE A LIEN ON THE PROPERTY AND POSSIBLY SELL IT TO PAY THE DEBT. THE DECLARATION, BYLAWS AND RULES AND REGULATIONS OF THE COMMUNITY MAY PROHIBIT THE OWNER FROM MAKING CHANGES TO THE PROPERTY WITHOUT AN ARCHITECTURAL REVIEW BY THE ASSOCIATION (OR A COMMITTEE OF THE ASSOCIATION) AND THE APPROVAL OF THE ASSOCIATION. PURCHASERS OF PROPERTY WITHIN THE COMMON INTEREST COMMUNITY SHOULD INVESTIGATE THE FINANCIAL OBLIGATIONS OF MEMBERS OF THE ASSOCIATION. PURCHASERS SHOULD CAREFULLY READ THE DECLARATION FOR THE COMMUNITY AND THE BYLAWS AND RULES AND REGULATIONS OF THE ASSOCIATION.**

**7.2. Association Documents to Buyer.** Seller is obligated to provide to Buyer the Association Documents (defined below), at Seller's expense, on or before **Association Documents Deadline**. Seller authorizes the Association to provide the Association Documents to Buyer, at Seller's expense. Seller's obligation to provide the Association Documents is fulfilled upon Buyer's receipt of the Association Documents, regardless of who provides such documents.

**7.3. Association Documents.** Association documents (Association Documents) consist of the following:



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**7.3.1.** All Association declarations, articles of incorporation, bylaws, articles of organization, operating agreements, rules and regulations, party wall agreements and the Association's responsible governance policies adopted under § 38-33.3-209.5, C.R.S.;

**7.3.2.** Minutes of: (1) the annual owners' or members' meeting and (2) any executive boards' or managers' meetings; such minutes include those provided under the most current annual disclosure required under § 38-33.3-209.4, C.R.S. (Annual Disclosure) and minutes of meetings, if any, subsequent to the minutes disclosed in the Annual Disclosure. If none of the preceding minutes exist, then the most recent minutes, if any (§§ 7.3.1. and 7.3.2., collectively, Governing Documents); and

**7.3.3.** List of all Association insurance policies as provided in the Association's last Annual Disclosure, including, but not limited to, property, general liability, association director and officer professional liability and fidelity policies. The list must include the company names, policy limits, policy deductibles, additional named insureds and expiration dates of the policies listed (Association Insurance Documents);

**7.3.4.** A list by unit type of the Association's assessments, including both regular and special assessments as disclosed in the Association's last Annual Disclosure;

**7.3.5.** The Association's most recent financial documents which consist of: (1) the Association's operating budget for the current fiscal year, (2) the Association's most recent annual financial statements, including any amounts held in reserve for the fiscal year immediately preceding the Association's last Annual Disclosure, (3) the results of the Association's most recent available financial audit or review, (4) list of the fees and charges (regardless of name or title of such fees or charges) that the Association's community association manager or Association will charge in connection with the Closing including, but not limited to, any fee incident to the issuance of the Association's statement of assessments (Status Letter), any rush or update fee charged for the Status Letter, any record change fee or ownership record transfer fees (Record Change Fee), fees to access documents, (5) list of all assessments required to be paid in advance, reserves or working capital due at Closing and (6) reserve study, if any (§§ 7.3.4. and 7.3.5., collectively, Financial Documents);

**7.3.6.** Any written notice from the Association to Seller of a "construction defect action" under § 38-33.3-303.5, C.R.S. within the past six months and the result of whether the Association approved or disapproved such action (Construction Defect Documents). Nothing in this Section limits the Seller's obligation to disclose adverse material facts as required under § 10.2. (Disclosure of Adverse Material Facts; Subsequent Disclosure; Present Condition) including any problems or defects in the common elements or limited common elements of the Association property.

**7.4. Conditional on Buyer's Review.** Buyer has the right to review the Association Documents. Buyer has the Right to Terminate under § 24.1., on or before **Association Documents Termination Deadline**, based on any unsatisfactory provision in any of the Association Documents, in Buyer's sole subjective discretion. Should Buyer receive the Association Documents after **Association Documents Deadline**, Buyer, at Buyer's option, has the Right to Terminate under § 24.1. by Buyer's Notice to Terminate received by Seller on or before ten days after Buyer's receipt of the Association Documents. If Buyer does not receive the Association Documents, or if Buyer's Notice to Terminate would otherwise be required to be received by Seller after **Closing Date**, Buyer's Notice to Terminate must be received by Seller on or before Closing. If Seller does not receive Buyer's Notice to Terminate within such time, Buyer accepts the provisions of the Association Documents as satisfactory and Buyer waives any Right to Terminate under this provision, notwithstanding the provisions of § 8.6. (Third Party Right to Purchase/Approve).

## 8. TITLE INSURANCE, RECORD TITLE AND OFF-RECORD TITLE.

### 8.1. Evidence of Record Title.

☐ **8.1.1. Seller Selects Title Insurance Company.** If this box is checked, Seller will select the title insurance company to furnish the owner's title insurance policy at Seller's expense. On or before **Record Title Deadline**, Seller must furnish to Buyer a current commitment for an owner's title insurance policy (Title Commitment) in an amount equal to the Purchase Price, or if this box is checked, ☐ an **Abstract of Title** certified to a current date. Seller will cause the title insurance policy to be issued and delivered to Buyer as soon as practicable at or after Closing.

☒ **8.1.2. Buyer Selects Title Insurance Company.** If this box is checked, Buyer will select the



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title insurance company to furnish the owner's title insurance policy at Buyer's expense. On or before **Record Title Deadline**, Buyer must furnish to Seller a current commitment for owner's title insurance policy (Title Commitment), in an amount equal to the Purchase Price.
If neither box in § 8.1.1. or § 8.1.2. is checked, § 8.1.1. applies.

**8.1.3. Owner's Extended Coverage (OEC).** The Title Commitment ☐ **Will** ☒ **Will Not** contain Owner's Extended Coverage (OEC). If the Title Commitment is to contain OEC, it will commit to delete or insure over the standard exceptions which relate to: (1) parties in possession, (2) unrecorded easements, (3) survey matters, (4) unrecorded mechanics' liens, (5) gap period (period between the effective date and time of commitment to the date and time the deed is recorded) and (6) unpaid taxes, assessments and unredeemed tax sales prior to the year of Closing. Any additional premium expense to obtain OEC will be paid by ☐ **Buyer** ☒ **Seller** ☐ **One-Half by Buyer and One-Half by Seller** ☐ **Other** .
Regardless of whether the Contract requires OEC, the Title Insurance Commitment may not provide OEC or delete or insure over any or all of the standard exceptions for OEC. The Title Insurance Company may require a New Survey or New ILC, defined below, among other requirements for OEC. If the Title Insurance Commitment is not satisfactory to Buyer, Buyer has a right to object under § 8.7. (Right to Object to Title, Resolution).

**8.1.4. Title Documents.** Title Documents consist of the following: (1) copies of any plats, declarations, covenants, conditions and restrictions burdening the Property and (2) copies of any other documents (or, if illegible, summaries of such documents) listed in the schedule of exceptions (Exceptions) in the Title Commitment furnished to Buyer (collectively, Title Documents).

**8.1.5. Copies of Title Documents.** Buyer must receive, on or before **Record Title Deadline**, copies of all Title Documents. This requirement pertains only to documents as shown of record in the office of the clerk and recorder in the county where the Property is located. The cost of furnishing copies of the documents required in this Section will be at the expense of the party or parties obligated to pay for the owner's title insurance policy.

**8.1.6. Existing Abstracts of Title.** Seller must deliver to Buyer copies of any abstracts of title covering all or any portion of the Property (Abstract of Title) in Seller's possession on or before **Record Title Deadline**.

**8.2. Record Title.** Buyer has the right to review and object to the Abstract of Title or Title Commitment and any of the Title Documents as set forth in § 8.7. (Right to Object to Title, Resolution) on or before **Record Title Objection Deadline**. Buyer's objection may be based on any unsatisfactory form or content of Title Commitment or Abstract of Title, notwithstanding § 13, or any other unsatisfactory title condition, in Buyer's sole subjective discretion. If the Abstract of Title, Title Commitment or Title Documents are not received by Buyer on or before the **Record Title Deadline**, or if there is an endorsement to the Title Commitment that adds a new Exception to title, a copy of the new Exception to title and the modified Title Commitment will be delivered to Buyer. Buyer has until the earlier of Closing or ten days after receipt of such documents by Buyer to review and object to: (1) any required Title Document not timely received by Buyer, (2) any change to the Abstract of Title, Title Commitment or Title Documents, or (3) any endorsement to the Title Commitment. If Seller receives Buyer's Notice to Terminate or Notice of Title Objection, pursuant to this § 8.2. (Record Title), any title objection by Buyer is governed by the provisions set forth in § 8.7. (Right to Object to Title, Resolution). If Seller has fulfilled all Seller's obligations, if any, to deliver to Buyer all documents required by § 8.1. (Evidence of Record Title) and Seller does not receive Buyer's Notice to Terminate or Notice of Title Objection by the applicable deadline specified above, Buyer accepts the condition of title as disclosed by the Abstract of Title, Title Commitment and Title Documents as satisfactory.

**8.3. Off-Record Title.** Seller must deliver to Buyer, on or before **Off-Record Title Deadline**, true copies of all existing surveys in Seller's possession pertaining to the Property and must disclose to Buyer all easements, liens (including, without limitation, governmental improvements approved, but not yet installed) or other title matters not shown by public records, of which Seller has actual knowledge (Off-Record Matters). This Section excludes any **New ILC** or **New Survey** governed under § 9 (New ILC, New Survey). Buyer has the right to inspect the Property to investigate if any third party has any right in the Property not shown by public records (e.g., unrecorded easement, boundary line discrepancy or water rights). Buyer's Notice to Terminate or Notice of Title Objection of any unsatisfactory condition (whether disclosed by Seller or revealed by such inspection, notwithstanding § 8.2. (Record Title) and § 13 (Transfer of Title)), in Buyer's sole



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subjective discretion, must be received by Seller on or before **Off-Record Title Objection Deadline**. If an Off-Record Matter is received by Buyer after the **Off-Record Title Deadline**, Buyer has until the earlier of Closing or ten days after receipt by Buyer to review and object to such Off-Record Matter. If Seller receives Buyer's Notice to Terminate or Notice of Title Objection pursuant to this § 8.3. (Off-Record Title), any title objection by Buyer is governed by the provisions set forth in § 8.7. (Right to Object to Title, Resolution). If Seller does not receive Buyer's Notice to Terminate or Notice of Title Objection by the applicable deadline specified above, Buyer accepts title subject to such Off-Record Matters and rights, if any, of third parties not shown by public records of which Buyer has actual knowledge.

**8.4. Special Taxing and Metropolitan Districts. ACTIONS BY A SPECIAL TAXING OR METROPOLITAN DISTRICT PURSUANT TO ITS AUTHORITY TO ISSUE DEBT, IMPOSE MILL LEVIES, AND IMPOSE FEES, RATES, TOLLS, PENALTIES, OR OTHER CHARGES MAY INCREASE COSTS TO RESIDENTS LIVING IN THE SPECIAL TAXING OR METROPOLITAN DISTRICT. SPECIAL TAXING AND METROPOLITAN DISTRICTS MAY BE SUBJECT TO GENERAL OBLIGATION INDEBTEDNESS THAT IS PAID BY REVENUES PRODUCED FROM ANNUAL TAX LEVIES ON THE TAXABLE PROPERTY WITHIN SUCH DISTRICTS. PROPERTY OWNERS IN SUCH DISTRICTS MAY BE PLACED AT RISK FOR INCREASED MILL LEVIES AND TAX TO SUPPORT THE SERVICING OF SUCH DEBT WHERE CIRCUMSTANCES ARISE RESULTING IN THE INABILITY OF SUCH A DISTRICT TO DISCHARGE SUCH INDEBTEDNESS WITHOUT SUCH AN INCREASE IN MILL LEVIES. BUYERS SHOULD INVESTIGATE THE SPECIAL TAXING OR METROPOLITAN DISTRICTS IN WHICH THE PROPERTY IS LOCATED BY CONTACTING THE COUNTY TREASURER, BY REVIEWING THE CERTIFICATE OF TAXES DUE FOR THE PROPERTY AND BY OBTAINING FURTHER INFORMATION FROM THE BOARD OF COUNTY COMMISSIONERS, THE COUNTY CLERK AND RECORDER, OR THE COUNTY ASSESSOR. The official website for the Metropolitan District, if any, is: .**

**8.5. Tax Certificate.** A tax certificate paid for by ☒ **Seller** ☐ **Buyer,** for the Property listing any special taxing or metropolitan districts that affect the Property (Tax Certificate) must be delivered to Buyer on or before **Record Title Deadline.** If the content of the Tax Certificate is unsatisfactory to Buyer, in Buyer's sole subjective discretion, Buyer may terminate, on or before **Record Title Objection Deadline.** Should Buyer receive the Tax Certificate after **Record Title Deadline,** Buyer, at Buyer's option, has the Right to Terminate under § 24.1. by Buyer's Notice to Terminate received by Seller on or before ten days after Buyer's receipt of the Tax Certificate. If Buyer does not receive the Tax Certificate, or if Buyer's Notice to Terminate would otherwise be required to be received by Seller after **Closing Date,** Buyer's Notice to Terminate must be received by Seller on or before Closing. If Seller does not receive Buyer's Notice to Terminate within such time, Buyer accepts the content of the Tax Certificate as satisfactory and Buyer waives any Right to Terminate under this provision. If Buyer's loan specified in §4.5.3. (Loan Limitations) prohibits Buyer from paying for the Tax Certificate, the Tax Certificate will be paid for by Seller.

**8.6. Third Party Right to Purchase/Approve.** If any third party has a right to purchase the Property (e.g., right of first refusal on the Property, right to purchase the Property under a lease or an option held by a third party to purchase the Property) or a right of a third party to approve this Contract, Seller must promptly submit this Contract according to the terms and conditions of such right. If the third-party holder of such right exercises its right this Contract will terminate. If the third party's right to purchase is waived explicitly or expires, or the Contract is approved, this Contract will remain in full force and effect. Seller must promptly notify Buyer in writing of the foregoing. If the third party right to purchase is exercised or approval of this Contract has not occurred on or before **Third Party Right to Purchase/Approve Deadline**, this Contract will then terminate. Seller will supply to Buyer, in writing, details of any Third Party Right to Purchase the Property on or before the Record Title Deadline.

**8.7. Right to Object to Title, Resolution.** Buyer has a right to object or terminate, in Buyer's sole subjective discretion, based on any title matters including those matters set forth in § 8.2. (Record Title), § 8.3. (Off-Record Title), § 8.5. (Tax Certificate) and § 13 (Transfer of Title). If Buyer exercises Buyer's rights to object or terminate based on any such title matter, on or before the applicable deadline, Buyer has the following options:

**8.7.1. Title Objection, Resolution.** If Seller receives Buyer's written notice objecting to any title matter (Notice of Title Objection) on or before the applicable deadline and if Buyer and Seller have not agreed to a written settlement thereof on or before **Title Resolution Deadline**, this Contract will terminate on



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the expiration of **Title Resolution Deadline**, unless Seller receives Buyer's written withdrawal of Buyer's Notice of Title Objection (i.e., Buyer's written notice to waive objection to such items and waives the Right to Terminate for that reason), on or before expiration of **Title Resolution Deadline**. If either the Record Title Deadline or the Off-Record Title Deadline, or both, are extended pursuant to § 8.2. (Record Title) or § 8.3. (Off-Record Title) the Title Resolution Deadline also will be automatically extended to the earlier of Closing or fifteen days after Buyer's receipt of the applicable documents; or

**8.7.2. Title Objection, Right to Terminate.** Buyer may exercise the Right to Terminate under § 24.1., on or before the applicable deadline, based on any title matter unsatisfactory to Buyer, in Buyer's sole subjective discretion.

**8.8. Title Advisory.** The Title Documents affect the title, ownership and use of the Property and should be reviewed carefully. Additionally, other matters not reflected in the Title Documents may affect the title, ownership and use of the Property, including, without limitation, boundary lines and encroachments, set-back requirements, area, zoning, building code violations, unrecorded easements and claims of easements, leases and other unrecorded agreements, water on or under the Property and various laws and governmental regulations concerning land use, development and environmental matters.

**8.8.1. OIL, GAS, WATER AND MINERAL DISCLOSURE. THE SURFACE ESTATE OF THE PROPERTY MAY BE OWNED SEPARATELY FROM THE UNDERLYING MINERAL ESTATE AND TRANSFER OF THE SURFACE ESTATE MAY NOT NECESSARILY INCLUDE TRANSFER OF THE MINERAL ESTATE OR WATER RIGHTS. THIRD PARTIES MAY OWN OR LEASE INTERESTS IN OIL, GAS, OTHER MINERALS, GEOTHERMAL ENERGY OR WATER ON OR UNDER THE SURFACE OF THE PROPERTY, WHICH INTERESTS MAY GIVE THEM RIGHTS TO ENTER AND USE THE SURFACE OF THE PROPERTY TO ACCESS THE MINERAL ESTATE, OIL, GAS OR WATER.**

**8.8.2. SURFACE USE AGREEMENT. THE USE OF THE SURFACE ESTATE OF THE PROPERTY TO ACCESS THE OIL, GAS OR MINERALS MAY BE GOVERNED BY A SURFACE USE AGREEMENT, A MEMORANDUM OR OTHER NOTICE OF WHICH MAY BE RECORDED WITH THE COUNTY CLERK AND RECORDER.**

**8.8.3. OIL AND GAS ACTIVITY. OIL AND GAS ACTIVITY THAT MAY OCCUR ON OR ADJACENT TO THE PROPERTY MAY INCLUDE, BUT IS NOT LIMITED TO, SURVEYING, DRILLING, WELL COMPLETION OPERATIONS, STORAGE, OIL AND GAS, OR PRODUCTION FACILITIES, PRODUCING WELLS, REWORKING OF CURRENT WELLS AND GAS GATHERING AND PROCESSING FACILITIES.**

**8.8.4. ADDITIONAL INFORMATION. BUYER IS ENCOURAGED TO SEEK ADDITIONAL INFORMATION REGARDING OIL AND GAS ACTIVITY ON OR ADJACENT TO THE PROPERTY, INCLUDING DRILLING PERMIT APPLICATIONS. THIS INFORMATION MAY BE AVAILABLE FROM THE COLORADO OIL AND GAS CONSERVATION COMMISSION.**

**8.8.5. Title Insurance Exclusions.** Matters set forth in this Section and others, may be excepted, excluded from, or not covered by the owner's title insurance policy.

**8.9. Mineral Rights Review.** Buyer has a Right to Terminate if examination of the Mineral Rights is unsatisfactory to Buyer on or before the **Mineral Rights Examination Deadline**.

## 9. NEW ILC, NEW SURVEY.

**9.1. New ILC or New Survey.** If the box is checked, (1) ☐ **New Improvement Location Certificate (New ILC);** or, (2) ☐ **New Survey** in the form of ; is required and the following will apply:

**9.1.1. Ordering of New ILC or New Survey.** ☐ **Seller** ☐ **Buyer** will order the New ILC or New Survey. The New ILC or New Survey may also be a previous ILC or survey that is in the above-required form, certified and updated as of a date after the date of this Contract.

**9.1.2. Payment for New ILC or New Survey.** The cost of the New ILC or New Survey will be paid, on or before Closing, by: ☐ **Seller** ☐ **Buyer** or:

**9.1.3. Delivery of New ILC or New Survey.** Buyer, Seller, the issuer of the Title Commitment (or the provider of the opinion of title if an Abstract of Title) and will receive a New ILC or New Survey on or before **New ILC or New Survey Deadline**.

**9.1.4. Certification of New ILC or New Survey.** The New ILC or New Survey will be certified by



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the surveyor to all those who are to receive the New ILC or New Survey.

**9.2. Buyer's Right to Waive or Change New ILC or New Survey Selection.** Buyer may select a New ILC or New Survey different than initially specified in this Contract if there is no additional cost to Seller or change to the **New ILC or New Survey Objection Deadline**. Buyer may, in Buyer's sole subjective discretion, waive a New ILC or New Survey if done prior to Seller incurring any cost for the same.

**9.3. New ILC or New Survey Objection.** Buyer has the right to review and object based on the New ILC or New Survey. If the New ILC or New Survey is not timely received by Buyer or is unsatisfactory to Buyer, in Buyer's sole subjective discretion, Buyer may, on or before **New ILC or New Survey Objection Deadline**, notwithstanding § 8.3. or § 13:

**9.3.1. Notice to Terminate.** Notify Seller in writing, pursuant to § 24.1, that this Contract is terminated; or

**9.3.2. New ILC or New Survey Objection.** Deliver to Seller a written description of any matter that was to be shown or is shown in the New ILC or New Survey that is unsatisfactory and that Buyer requires Seller to correct.

**9.3.3. New ILC or New Survey Resolution.** If a **New ILC or New Survey Objection** is received by Seller, on or before **New ILC or New Survey Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **New ILC or New Survey Resolution Deadline**, this Contract will terminate on expiration of the **New ILC or New Survey Resolution Deadline**, unless Seller receives Buyer's written withdrawal of the New ILC or New Survey Objection before such termination (i.e., on or before expiration of **New ILC or New Survey Resolution Deadline**).

## DISCLOSURE, INSPECTION AND DUE DILIGENCE

### 10. PROPERTY DISCLOSURE, INSPECTION, INDEMNITY, INSURABILITY, DUE DILIGENCE AND SOURCE OF WATER.

**10.1. Seller's Property Disclosure.** On or before **Seller's Property Disclosure Deadline,** Seller agrees to deliver to Buyer the most current version of the applicable Colorado Real Estate Commission's Seller's Property Disclosure form completed by Seller to Seller's actual knowledge and current as of the date of the Seller's Property Disclosure Deadline.

**10.2. Disclosure of Adverse Material Facts; Subsequent Disclosure; Present Condition.** Seller must disclose, in writing, to Buyer any adverse material facts actually known by Seller as of the date of this Contract. In the event Seller discovers an adverse material fact after the date of this Contract, Seller must timely disclose such adverse fact to Buyer. Buyer has the Right to Terminate based on the Seller's new disclosure on the earlier of Closing or five days after Buyer's receipt of the new disclosure. Except as otherwise provided in this Contract, Buyer acknowledges that Seller is conveying the Property, Inclusions, and included Leased Items to Buyer in an "**As Is**" condition, " **Where Is**" and " **With All Faults**."

**10.3. Inspection.** Unless otherwise provided in this Contract, Buyer, acting in good faith, has the right to have inspections (by one or more third parties, personally or both) of the Property, Leased Items, and Inclusions (Inspection), at Buyer's expense. If (1) the physical condition of the Property, including, but not limited to, the roof, walls, structural integrity of the Property, the electrical, plumbing, HVAC and other mechanical systems of the Property, (2) the physical condition of the Inclusions and Leased Items, (3) service to the Property (including utilities and communication services), systems and components of the Property (e.g., heating and plumbing), (4) any proposed or existing transportation project, road, street or highway, or (5) any other activity, odor or noise (whether on or off the Property) and its effect or expected effect on the Property or its occupants is unsatisfactory, in Buyer's sole subjective discretion, Buyer may:

**10.3.1. Inspection Termination.** On or before the **Inspection Termination Deadline**, notify Seller in writing, pursuant to § 24.1., that this Contract is terminated due to any unsatisfactory condition, provided the Buyer did not previously deliver an Inspection Objection. Buyer's Right to Terminate under this provision expires upon delivery of an Inspection Objection to Seller pursuant to § 10.3.2.; or

**10.3.2. Inspection Objection.** On or before the **Inspection Objection Deadline**, deliver to Seller a written description of any unsatisfactory condition that Buyer requires Seller to correct.



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**10.3.3. Inspection Resolution.** If an Inspection Objection is received by Seller, on or before **Inspection Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **Inspection Resolution Deadline**, this Contract will terminate on **Inspection Resolution Deadline** unless Seller receives Buyer's written withdrawal of the Inspection Objection before such termination (i.e., on or before expiration of **Inspection Resolution Deadline**). Nothing in this provision prohibits the Buyer and the Seller from mutually terminating this Contract before the Inspection Resolution Deadline passes by executing an Earnest Money Release.

**10.4. Damage, Liens and Indemnity.** ~~Buyer, except as otherwise provided in this Contract or other written agreement between the parties, is responsible for payment for all inspections, tests, surveys, engineering reports, or other reports performed at Buyer's request (Work) and must pay for any damage that occurs to the Property, included Leased Items and Inclusions as a result of such Work. Buyer must not permit claims or liens of any kind against the Property for Work performed on the Property. Buyer agrees to indemnify, protect and hold Seller harmless from and against any liability, damage, cost or expense incurred by Seller and caused by any such Work, claim, or lien. This indemnity includes Seller's right to recover all costs and expenses incurred by Seller to defend against any such liability, damage, cost or expense, or to enforce this Section, including Seller's reasonable attorney fees, legal fees and expenses. The provisions of this Section survive the termination of this Contract. This § 10.4. does not apply to items performed pursuant to an Inspection Resolution.~~

**10.5. Insurability.** Buyer has the Right to Terminate under § 24.1. on or before **Property Insurance Termination Deadline**, based on, in Buyer's sole subjective discretion, any unsatisfactory provision of the availability, terms and conditions and premium for property insurance (Property Insurance) on the Property.

**10.6. Due Diligence.**

**10.6.1. Due Diligence Documents.** Seller agrees to deliver copies of the following documents and information pertaining to the Property and Leased Items (Due Diligence Documents) to Buyer on or before **Due Diligence Documents Delivery Deadline**:

**10.6.1.1. Occupancy Agreements.** All current leases, including any amendments or other occupancy agreements, pertaining to the Property. Those leases or other occupancy agreements pertaining to the Property that survive Closing are as follows (Leases):

***There are no current or expired leases in seller's possession.***

**10.6.1.2. Leased Items Documents.** If any lease of personal property (§ 2.5.8., Leased Items) will be transferred to Buyer at Closing, Seller agrees to deliver copies of the leases and information pertaining to the personal property to Buyer on or before **Due Diligence Documents Delivery Deadline**.

**10.6.1.3. Encumbered Inclusions Documents.** If any Inclusions owned by Seller are encumbered pursuant to § 2.5.5. (Encumbered Inclusions) above, Seller agrees to deliver copies of the evidence of debt, security and any other documents creating the encumbrance to Buyer on or before **Due Diligence Documents Delivery Deadline**.

**10.6.1.4. Solar Power Plan.** Copy of any Solar Power Plan not included in Leased Items (regardless of its name or title).

**10.6.1.5. Septic Use Permit.** If required by the local health department or other applicable government entity, on or before the local health department's applicable deadline, Seller must pay for and furnish to Buyer a Septic Use Permit.

**10.6.1.6. Other Documents.** Other documents and information:

***All manuals associated with the Inclusions mentioned on 2.5.3.***

**10.6.2. Due Diligence Documents Review and Objection.** Buyer has the right to review and object based on the Due Diligence Documents. If the Due Diligence Documents are not supplied to Buyer or are unsatisfactory, in Buyer's sole subjective discretion, Buyer may, on or before **Due Diligence Documents Objection Deadline**:

**10.6.2.1. Notice to Terminate.** Notify Seller in writing, pursuant to § 24.1., that this Contract is terminated; or

**10.6.2.2. Due Diligence Documents Objection.** Deliver to Seller a written description of any unsatisfactory Due Diligence Documents that Buyer requires Seller to correct.



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**10.6.2.3. Due Diligence Documents Resolution.** If a Due Diligence Documents Objection is received by Seller, on or before **Due Diligence Documents Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **Due Diligence Documents Resolution Deadline**, this Contract will terminate on **Due Diligence Documents Resolution Deadline** unless Seller receives Buyer's written withdrawal of the Due Diligence Documents Objection before such termination (i.e., on or before expiration of **Due Diligence Documents Resolution Deadline**).

**10.6.2.4. Automatic Due Diligence Extension.** If a Due Diligence Document is not delivered on or before the Due Diligence Documents Deadline, Buyer has until the earlier of Closing or ten days after receipt by Buyer to review and object to such Due Diligence Document. If Buyer's right to review and object to such Due Diligence Document is extended due to such Due Diligence Document not being delivered on or before the Due Diligence Documents Deadline, the Due Diligence Document Resolution Deadline will also be extended to the earlier of Closing or fifteen days after Buyer's receipt of such Due Diligence Document.

**10.7. Conditional Upon Sale of Property.** This Contract is conditional upon the sale and closing of that certain property owned by Buyer and commonly known as . Buyer has the Right to Terminate under § 24.1. effective upon Seller's receipt of Buyer's Notice to Terminate on or before **Conditional Sale Deadline** if such property is not sold and closed by such deadline. This Section is for the sole benefit of Buyer. If Seller does not receive Buyer's Notice to Terminate on or before **Conditional Sale Deadline**, Buyer waives any Right to Terminate under this provision.

**10.8. Source of Potable Water (Residential Land and Residential Improvements Only).** Buyer ☐ **Does** ☒ **Does Not** acknowledge receipt of a copy of Seller's Property Disclosure or Source of Water Addendum disclosing the source of potable water for the Property. ☐ There is **No Well**. Buyer ☐ **Does** ☒ **Does Not** acknowledge receipt of a copy of the current well permit.

**Note to Buyer: SOME WATER PROVIDERS RELY, TO VARYING DEGREES, ON NONRENEWABLE GROUND WATER. YOU MAY WISH TO CONTACT YOUR PROVIDER (OR INVESTIGATE THE DESCRIBED SOURCE) TO DETERMINE THE LONG-TERM SUFFICIENCY OF THE PROVIDER'S WATER SUPPLIES.**

**10.9. Existing Leases; Modification of Existing Leases; New Leases. [Intentionally Deleted]**

**10.10. Lead-Based Paint.**

**10.10.1. Lead-Based Paint Disclosure.** Unless exempt, if the Property includes one or more residential dwellings constructed or a building permit was issued prior to January 1, 1978, for the benefit of Buyer, Seller and all required real estate licensees must sign and deliver to Buyer a completed Lead-Based Paint Disclosure (Sales) form on or before the **Lead-Based Paint Disclosure Deadline**. If Buyer does not timely receive the Lead-Based Paint Disclosure, Buyer may waive the failure to timely receive the Lead-Based Paint Disclosure, or Buyer may exercise Buyer's Right to Terminate under § 24.1. by Seller's receipt of Buyer's Notice to Terminate on or before the expiration of the **Lead-Based Paint Termination Deadline**.

**10.10.2. Lead-Based Paint Assessment.** If Buyer elects to conduct or obtain a risk assessment or inspection of the Property for the presence of Lead-Based Paint or Lead-Based Paint hazards, Buyer has a Right to Terminate under § 24.1. by Seller's receipt of Buyer's Notice to Terminate on or before the expiration of the **Lead-Based Paint Termination Deadline**. Buyer may elect to waive Buyer's right to conduct or obtain a risk assessment or inspection of the Property for the presence of Lead-Based Paint or Lead-Based Paint hazards. If Seller does not receive Buyer's Notice to Terminate within such time, Buyer accepts the condition of the Property relative to any Lead-Based Paint as satisfactory and Buyer waives any Right to Terminate under this provision.

**10.11. Carbon Monoxide Alarms. Note:** If the improvements on the Property have a fuel-fired heater or appliance, a fireplace, or an attached garage and include one or more rooms lawfully used for sleeping purposes (Bedroom), the parties acknowledge that Colorado law requires that Seller assure the Property has an operational carbon monoxide alarm installed within fifteen feet of the entrance to each Bedroom or in a location as required by the applicable building code.

**10.12. Methamphetamine Disclosure.** If Seller knows that methamphetamine was ever manufactured, processed, cooked, disposed of, used or stored at the Property, Seller is required to disclose



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such fact. No disclosure is required if the Property was remediated in accordance with state standards and other requirements are fulfilled pursuant to § 25-18.5-102, C.R.S., Buyer further acknowledges that Buyer has the right to engage a certified hygienist or industrial hygienist to test whether the Property has ever been used as a methamphetamine laboratory. Buyer has the Right to Terminate under § 24.1., upon Seller's receipt of Buyer's written Notice to Terminate, notwithstanding any other provision of this Contract, based on Buyer's test results that indicate the Property has been contaminated with methamphetamine, but has not been remediated to meet the standards established by rules of the State Board of Health promulgated pursuant to § 25-18.5-102, C.R.S. Buyer must promptly give written notice to Seller of the results of the test.

**10.13. Radon Disclosure. THE COLORADO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT STRONGLY RECOMMENDS THAT ALL HOME BUYERS HAVE AN INDOOR RADON TEST PERFORMED BEFORE PURCHASING RESIDENTIAL REAL PROPERTY AND RECOMMENDS HAVING THE RADON LEVELS MITIGATED IF ELEVATED RADON CONCENTRATIONS ARE FOUND. ELEVATED RADON CONCENTRATIONS CAN BE REDUCED BY A RADON MITIGATION PROFESSIONAL.**

**RESIDENTIAL REAL PROPERTY MAY PRESENT EXPOSURE TO DANGEROUS LEVELS OF INDOOR RADON GAS THAT MAY PLACE THE OCCUPANTS AT RISK OF DEVELOPING RADON-INDUCED LUNG CANCER. RADON, A CLASS A HUMAN CARCINOGEN, IS THE LEADING CAUSE OF LUNG CANCER IN NONSMOKERS AND THE SECOND LEADING CAUSE OF LUNG CANCER OVERALL. THE SELLER OF RESIDENTIAL REAL PROPERTY IS REQUIRED TO PROVIDE THE BUYER WITH ANY KNOWN INFORMATION ON RADON TEST RESULTS OF THE RESIDENTIAL REAL PROPERTY.**

**AN ELECTRONIC COPY OF THE MOST RECENT BROCHURE PUBLISHED BY THE DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT IN ACCORDANCE WITH C.R.S. §25-11-114(2)(A) THAT PROVIDES ADVICE ABOUT "RADON AND REAL ESTATE TRANSACTIONS IN COLORADO" IS AVAILABLE AT: HTTPS://CDPHE.COLORADO.GOV/RADON-AND-REAL-ESTATE.**

**11. TENANT ESTOPPEL STATEMENTS. [Intentionally Deleted]**

## Closing Provisions

**12. CLOSING DOCUMENTS, INSTRUCTIONS AND CLOSING.**

**12.1. Closing Documents and Closing Information.** Seller and Buyer will cooperate with the Closing Company to enable the Closing Company to prepare and deliver documents required for Closing to Buyer and Seller and their designees. If Buyer is obtaining a loan to purchase the Property, Buyer acknowledges Buyer's lender is required to provide the Closing Company, in a timely manner, all required loan documents and financial information concerning Buyer's loan. Buyer and Seller will furnish any additional information and documents required by Closing Company that will be necessary to complete this transaction. Buyer and Seller will sign and complete all customary or reasonably required documents at or before Closing.

**12.2. Closing Instructions.** Colorado Real Estate Commission's Closing Instructions ☐ **Are** ☒ **Are Not** executed with this Contract.

**12.3. Closing.** Delivery of deed from Seller to Buyer will be at closing (Closing). Closing will be on the date specified as the **Closing Date** or by mutual agreement at an earlier date. At Closing, Seller must provide Buyer with the ability to access the Property (e.g. keys, access code, garage door opener). The hour and place of Closing will be as designated by ***the parties***.

**12.4. Disclosure of Settlement Costs.** Buyer and Seller acknowledge that costs, quality and extent of service vary between different settlement service providers (e.g., attorneys, lenders, inspectors and title companies).

**12.5. Assignment of Leases.** Seller must assign to Buyer all Leases at Closing that will continue after Closing and Buyer must assume Seller's obligations under such Leases. Further, Seller must transfer to Buyer all Leased Items and assign to Buyer such leases for the Leased Items accepted by Buyer pursuant to



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§ 2.5.8. (Leased Items).

**13. TRANSFER OF TITLE.** Subject to Buyer's compliance with the terms and provisions of this Contract, including the tender of any payment due at Closing, Seller must execute and deliver the following good and sufficient deed to Buyer, at Closing: ☒ special warranty deed ☐ general warranty deed ☐ bargain and sale deed ☐ quit claim deed ☐ personal representative's deed ☐ deed. Seller, provided another deed is not selected, must execute and deliver a good and sufficient special warranty deed to Buyer, at Closing.

Unless otherwise specified in § 30 (Additional Provisions), if title will be conveyed using a special warranty deed or a general warranty deed, title will be conveyed "subject to statutory exceptions" as defined in §38-30-113(5)(a), C.R.S.

**14. PAYMENT OF LIENS AND ENCUMBRANCES.** Unless otherwise agreed to in this Contract or by Buyer in writing, any amounts owed on any liens or encumbrances against the Property or Inclusions, including any governmental liens for special improvements installed as of the date of Buyer's signature hereon, whether assessed or not, and previous years' taxes, will be paid before Closing by Seller, at Closing from the proceeds of this transaction, or from any other source.

**15. CLOSING COSTS, FEES, ASSOCIATION STATUS LETTER AND DISBURSEMENTS, TAXES AND WITHHOLDING.**

**15.1. Closing Costs.** Buyer and Seller must pay, in Good Funds, their respective closing costs and all other items required to be paid at Closing, except as otherwise provided herein. However, if Buyer's loan specified in §4.5.3. (Loan Limitations) prohibits Buyer from paying for any of the fees contained in this Section, the fees will be paid for by Seller.

**15.2. Closing Services Fee.** The fee for real estate closing services must be paid at Closing by ☐ **Buyer** ☒ **Seller** ☐ **One-Half by Buyer and One-Half by Seller** ☐ **Other** .

**15.3. Association Fees and Required Disbursements.** At least fourteen days prior to **Closing Date**, Seller agrees to promptly request that the Closing Company or the Association deliver to Buyer a current Status Letter, if applicable. Any fees associated with or specified in the Status Letter will be paid as follows:

**15.3.1. Status Letter Fee.** Any fee incident to the issuance of Association's Status Letter must be paid by Seller.

**15.3.2. Record Change Fee.** Any Record Change Fee must be paid by ☐ **Buyer** ☒ **Seller** ☐ **One-Half by Buyer and One-Half by Seller** ☐ **N/A.**

**15.3.3. Reserves or Working Capital.** Unless agreed to otherwise, all reserves or working capital due (or other similar cost not addressed in § 16.2. (Association Assessments)) at Closing must be paid by ☐ **Buyer** ☒ **Seller** ☐ **One-Half by Buyer and One-Half by Seller** ☐ **N/A.**

**15.3.4. Other Fees.** Any other fee listed in the Status Letter as required to be paid at Closing will be paid by ☐ **Buyer** ☒ **Seller** ☐ **One-Half by Buyer and One-Half by Seller** ☐ **N/A.**

**15.4. Local Transfer Tax.** Any Local Transfer Tax must be paid at Closing by ☐ **Buyer** ☒ **Seller** ☐ **One-Half by Buyer and One-Half by Seller** ☐ **N/A.**

**15.5. Sales and Use Tax.** Any sales and use tax that may accrue because of this transaction must be paid when due by ☐ **Buyer** ☒ **Seller** ☐ **One-Half by Buyer and One-Half by Seller** ☐ **N/A.**

**15.6. Private Transfer Fee.** Any private transfer fees and other fees due to a transfer of the Property, payable at Closing, such as community association fees, developer fees and foundation fees, must be paid at Closing by ☐ **Buyer** ☒ **Seller** ☐ **One-Half by Buyer and One-Half by Seller** ☐ **N/A.**

**15.7. Water Transfer Fees.** Water Transfer Fees can change. The fees, as of the date of this Contract, do not exceed $ for:

☐ Water District/Municipality ☐ Water Stock
☐ Augmentation Membership ☐ Small Domestic Water Company ☐
and must be paid at Closing by ☐ **Buyer** ☒ **Seller** ☐ **One-Half by Buyer and One-Half by Seller** ☐ **N/A.**

**15.8. Utility Transfer Fees.** Utility transfer fees can change. Any fees to transfer utilities from Seller to Buyer must be paid by ☐ **Buyer** ☒ **Seller** ☐ **One-Half by Buyer and One-Half by Seller** ☐ **N/A.**



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**15.9. FIRPTA and Colorado Withholding.**

**15.9.1. FIRPTA.** The Internal Revenue Service (IRS) may require a substantial portion of the Seller's proceeds be withheld after Closing when Seller is a foreign person. If required withholding does not occur, the Buyer could be held liable for the amount of the Seller's tax, interest and penalties. If the box in this Section is checked, Seller represents that Seller ☐ **IS** a foreign person for purposes of U.S. income taxation. If the box in this Section is not checked, Seller represents that Seller is not a foreign person for purposes of U.S. income taxation. Seller agrees to cooperate with Buyer and Closing Company to provide any reasonably requested documents to verify Seller's foreign person status. If withholding is required, Seller authorizes Closing Company to withhold such amount from Seller's proceeds. Seller should inquire with Seller's tax advisor to determine if withholding applies or if an exemption exists.

**15.9.2. Colorado Withholding.** The Colorado Department of Revenue may require a portion of the Seller's proceeds be withheld after Closing when Seller will not be a Colorado resident after Closing, if not otherwise exempt. Seller agrees to cooperate with Buyer and Closing Company to provide any reasonably requested documents to verify Seller's status. If withholding is required, Seller authorizes Closing Company to withhold such amount from Seller's proceeds. Seller should inquire with Seller's tax advisor to determine if withholding applies or if an exemption exists.

## 16. PRORATIONS AND ASSOCIATION ASSESSMENTS.

**16.1. Prorations.** The following will be prorated to the **Closing Date**, except as otherwise provided:

**16.1.1. Taxes.** Personal property taxes, if any, special taxing district assessments, if any, and general real estate taxes for the year of Closing, based on
☐ **Taxes for the Calendar Year Immediately Preceding Closing**
☒ **Most Recent Mill Levy and Most Recent Assessed or Actual Valuation per the county assessor,** adjusted by any applicable qualifying seniors property tax exemption, qualifying disabled veteran exemption or ☐ **Other**

**16.1.2. Rents.** Rents based on ☐ **Rents Actually Received** ☒ **Accrued.** At Closing, Seller will transfer or credit to Buyer the security deposits for all Leases assigned to Buyer, or any remainder after lawful deductions, and notify all tenants in writing of such transfer and of the transferee's name and address.

**16.1.3. Other Prorations.** Water and sewer charges, propane, interest on continuing loan and

**16.1.4. Final Settlement.** Unless otherwise specified in Additional Provisions, these prorations are final.

**16.2. Association Assessments.** Current regular Association assessments and dues (Association Assessments) paid in advance will be credited to Seller at Closing. All Association Assessments accrued before Closing must be paid by Seller and all Association Assessments accrued after Closing must be paid by Buyer. Cash reserves held out of the regular Association Assessments for deferred maintenance by the Association will not be credited to Seller except as may be otherwise provided by the Governing Documents. Any special assessment assessed prior to **Closing Date** by the Association will be the obligation of ☐ **Buyer** ☒ **Seller.** Except however, any special assessment by the Association for improvements that have been installed as of the date of Buyer's signature hereon, whether assessed prior to or after Closing, will be the obligation of Seller unless otherwise specified in Additional Provisions. Seller represents there are no unpaid regular or special assessments against the Property except the current regular assessments and Association Assessments are subject to change as provided in the Governing Documents.

## 17. POSSESSION.

Possession of the Property and Inclusions will be delivered to Buyer on **Possession Date** at **Possession Time,** subject to the Leases as set forth in § 10.6.1.1. If the parties have executed a Post-Closing Occupancy Agreement, such agreement will control Possession Date and Possession Time.

If Seller, after Closing occurs, fails to deliver possession as specified, Seller will be subject to eviction and will be additionally liable to Buyer, notwithstanding § 20.2. (If Seller is in Default), for payment of $ ***250.00*** per day (or any part of a day notwithstanding § 3.3., Day) from **Possession Date** and **Possession Time** until possession is delivered. Additionally, Buyer may pursue a claim against Seller for any of Buyer's actual additional damages incurred by Buyer in excess of such amount.



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**18. CAUSES OF LOSS, INSURANCE; DAMAGE TO INCLUSIONS AND SERVICES; CONDEMNATION; AND WALK-THROUGH.** Except as otherwise provided in this Contract, the Property and Inclusions will be delivered in the condition existing as of the date of this Contract, ordinary wear and tear excepted.

**18.1. Causes of Loss, Insurance.** In the event the Property or Inclusions are damaged by fire, other perils or causes of loss prior to Closing (Property Damage) in an amount of not more than ten percent of the total Purchase Price and if the repair of the damage will be paid by insurance (other than the deductible to be paid by Seller), then Seller, upon receipt of the insurance proceeds, will use Seller's reasonable efforts to repair the Property before **Closing Date**. Buyer has the Right to Terminate under § 24.1., on or before **Closing Date**, if the Property is not repaired before **Closing Date**, or if the damage exceeds such sum. Should Buyer elect to carry out this Contract despite such Property Damage, Buyer is entitled to a credit at Closing for all insurance proceeds that were received by Seller (but not the Association, if any) resulting from damage to the Property and Inclusions, plus the amount of any deductible provided for in the insurance policy. This credit may not exceed the Purchase Price. In the event Seller has not received the insurance proceeds prior to Closing, the parties may agree to extend the **Closing Date** to have the Property repaired prior to Closing or, at the option of Buyer, (1) Seller must assign to Buyer the right to the proceeds at Closing, if acceptable to Seller's insurance company and Buyer's lender; or (2) the parties may enter into a written agreement prepared by the parties or their attorney requiring the Seller to escrow at Closing from Seller's sale proceeds the amount Seller has received and will receive due to such damage, not exceeding the total Purchase Price, plus the amount of any deductible that applies to the insurance claim.

**18.2. Damage, Inclusions and Services.** Should any Inclusion or service (including utilities and communication services), system, component or fixture of the Property (collectively Service) (e.g., heating or plumbing), fail or be damaged between the date of this Contract and Closing or possession, whichever is earlier, then Seller is liable for the repair or replacement of such Inclusion or Service with a unit of similar size, age and quality, or an equivalent credit, but only to the extent that the maintenance or replacement of such Inclusion or Service is not the responsibility of the Association, if any, less any insurance proceeds received by Buyer covering such repair or replacement. If the failed or damaged Inclusion or Service is not repaired or replaced on or before Closing or possession, whichever is earlier, Buyer has the Right to Terminate under § 24.1., on or before **Closing Date**, or, at the option of Buyer, Buyer is entitled to a credit at Closing for the repair or replacement of such Inclusion or Service. Such credit must not exceed the Purchase Price. If Buyer receives such a credit, Seller's right for any claim against the Association, if any, will survive Closing.

**18.3. Condemnation.** In the event Seller receives actual notice prior to Closing that a pending condemnation action may result in a taking of all or part of the Property or Inclusions, Seller must promptly notify Buyer, in writing, of such condemnation action. Buyer has the Right to Terminate under § 24.1., on or before **Closing Date**, based on such condemnation action, in Buyer's sole subjective discretion. Should Buyer elect to consummate this Contract despite such diminution of value to the Property and Inclusions, Buyer is entitled to a credit at Closing for all condemnation proceeds awarded to Seller for the diminution in the value of the Property or Inclusions. Such credit will not include relocation benefits or expenses or exceed the Purchase Price.

**18.4. Walk-Through and Verification of Condition.** Buyer, upon reasonable notice, has the right to walk through the Property prior to Closing to verify that the physical condition of the Property and Inclusions complies with this Contract.

**19. RECOMMENDATION OF LEGAL AND TAX COUNSEL.** By signing this Contract, Buyer and Seller acknowledge that their respective broker has advised that this Contract has important legal consequences and has recommended: (1) legal examination of title; (2) consultation with legal and tax or other counsel before signing this Contract as this Contract may have important legal and tax implications; (3) to consult with their own attorney if Water Rights, Mineral Rights or Leased Items are included or excluded in the sale; and (4) to consult with legal counsel if there are other matters in this transaction for which legal counsel should be engaged and consulted. Such consultations must be done timely as this Contract has strict time limits,



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including deadlines, that must be complied with.

**20. TIME OF ESSENCE, DEFAULT AND REMEDIES.** Time is of the essence for all dates and deadlines in this Contract. This means that all dates and deadlines are strict and absolute. If any payment due, including Earnest Money, is not paid, honored or tendered when due, or if any obligation is not performed timely as provided in this Contract or waived, the non-defaulting party has the following remedies:

**20.1. If Buyer is in Default:**

☐ **20.1.1. Specific Performance.** Seller may elect to cancel this Contract and all Earnest Money (whether or not paid by Buyer) will be paid to Seller and retained by Seller. It is agreed that the Earnest Money is not a penalty, and the parties agree the amount is fair and reasonable. Seller may recover such additional damages as may be proper. Alternatively, Seller may elect to treat this Contract as being in full force and effect and Seller has the right to specific performance or damages, or both.

**20.1.2. Liquidated Damages, Applicable. This § 20.1.2. applies unless the box in § 20.1.1. is checked.** Seller may cancel this Contract. All Earnest Money (whether or not paid by Buyer) will be paid to Seller and retained by Seller. It is agreed that the Earnest Money amount specified in § 4.1. is LIQUIDATED DAMAGES and not a penalty, which amount the parties agree is fair and reasonable and (except as provided in §§ 10.4. and 21), such amount is SELLER'S ONLY REMEDY for Buyer's failure to perform the obligations of this Contract. Seller expressly waives the remedies of specific performance and additional damages.

**20.2. If Seller is in Default:**

**20.2.1. Specific Performance, Damages or Both.** Buyer may elect to treat this Contract as canceled, in which case all Earnest Money received hereunder will be returned to Buyer and Buyer may recover such damages as may be proper. Alternatively, in addition to the per diem in § 17 (Possession) for failure of Seller to timely deliver possession of the Property after Closing occurs, Buyer may elect to treat this Contract as being in full force and effect and Buyer has the right to specific performance or damages, or both.

**20.2.2. Seller's Failure to Perform.** In the event Seller fails to perform Seller's obligations under this Contract, to include, but not limited to, failure to timely disclose Association violations known by Seller, failure to perform any replacements or repairs required under this Contract or failure to timely disclose any known adverse material facts, Seller remains liable for any such failures to perform under this Contract after Closing. Buyer's rights to pursue the Seller for Seller's failure to perform under this Contract are reserved and survive Closing.

**21. LEGAL FEES, COST AND EXPENSES.** ~~Anything to the contrary herein notwithstanding, in the event of any arbitration or litigation relating to this Contract, prior to or after **Closing Date,** the arbitrator or court must award to the prevailing party all reasonable costs and expenses, including attorney fees, legal fees and expenses.~~

**22. MEDIATION.** If a dispute arises relating to this Contract (whether prior to or after Closing) and the dispute is not resolved, the parties must first proceed, in good faith, to mediation before proceeding to arbitration or litigation. Mediation is a process in which the parties meet with an impartial person who helps to resolve the dispute informally and confidentially. Mediators cannot impose binding decisions. Before any mediated settlement is binding, the parties to the dispute must agree to the settlement, in writing. A party requesting mediation must deliver written notice requesting mediation to the other party as provided in § 26. The parties will jointly appoint an acceptable mediator and will share equally in the cost of such mediation. The obligation to mediate, unless otherwise agreed, will terminate if the entire dispute is not resolved within thirty days of the date of written notice requesting mediation. Nothing in this Section prohibits either party from filing a lawsuit and recording a *lis pendens* affecting the Property, before or after the date of written notice requesting mediation. This Section will not alter any date in this Contract, unless otherwise agreed.

**23. EARNEST MONEY DISPUTE.** Except as otherwise provided herein, Earnest Money Holder must release the Earnest Money following receipt of written mutual instructions (e.g., Earnest Money Release form), signed by both Buyer and Seller. In the event of any controversy regarding the Earnest Money, Earnest



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Money Holder is not required to release the Earnest Money. Earnest Money Holder, in its sole subjective discretion, has several options: (1) wait for any proceeding between Buyer and Seller; (2) interplead all parties and deposit Earnest Money into a court of competent jurisdiction (Earnest Money Holder is entitled to recover court costs and reasonable attorney and legal fees incurred with such action); or (3) provide notice to Buyer and Seller that unless Earnest Money Holder receives a copy of the Summons and Complaint or Claim (between Buyer and Seller) containing the case number of the lawsuit (Lawsuit) within one hundred twenty days of Earnest Money Holder's notice to the parties, Earnest Money Holder is authorized to return the Earnest Money to Buyer. In the event Earnest Money Holder does receive a copy of the Lawsuit and has not interpled the monies at the time of any Order, Earnest Money Holder must disburse the Earnest Money pursuant to the Order of the Court. ~~The parties reaffirm the obligation of § 22 (Mediation). This Section will survive cancellation or termination of this Contract.~~

**24. TERMINATION.**

**24.1. Right to Terminate.** If a party has a right to terminate as provided in this Contract (Right to Terminate), the termination is effective upon the other party's receipt of a written notice to terminate (Notice to Terminate), provided such written notice was received on or before the applicable deadline specified in this Contract. If the Notice to Terminate is not received on or before the specified deadline, the party with the Right to Terminate accepts the specified matter, document or condition as satisfactory and waives the Right to Terminate under such provision. Any Notice to Terminate delivered after the applicable deadline specified in the Contract is ineffective and does not terminate this Contract.

**24.2. Effect of Termination.** In the event this Contract is terminated, all Earnest Money received hereunder must be timely returned to Buyer and the parties are then relieved of all obligations hereunder, subject to §§ 10.4. and 21.

**25. ENTIRE AGREEMENT, MODIFICATION, SURVIVAL; SUCCESSORS.** This Contract, its exhibits and specified addenda, constitute the entire agreement between the parties relating to the subject hereof and any prior agreements pertaining thereto, whether oral or written, have been merged and integrated into this Contract. No subsequent modification of any of the terms of this Contract is valid, binding upon the parties, or enforceable unless made in writing and signed by the parties. Any right or obligation in this Contract that, by its terms, exists or is intended to be performed after termination or Closing survives the same. Any successor to a party receives the predecessor's benefits and obligations of this Contract.

**26. NOTICE, DELIVERY AND CHOICE OF LAW.**

**26.1. Physical Delivery and Notice.** Any document or notice to Buyer or Seller must be in writing, except as provided in § 26.2. and § 26.3 and is effective when physically received by such party, any individual named in this Contract to receive documents or notices for such party, Broker, or Brokerage Firm of Broker working with such party (except any notice or delivery after Closing must be received by the party, not Broker or Brokerage Firm).

**26.2. Electronic Notice.** As an alternative to physical delivery, any notice may be delivered in electronic form to Buyer or Seller, any individual named in this Contract to receive documents or notices for such party, Broker or Brokerage Firm of Broker working with such party (except any notice or delivery after Closing, cancellation or Termination must be received by the party, not Broker or Brokerage Firm) at the electronic address of the recipient by facsimile, email or ***CTMe***.

**26.3. Electronic Delivery.** Electronic Delivery of documents may be delivered by: (1) email at the email address of the recipient, (2) a link or access to a website or server provided the recipient receives the information necessary to access the documents, or (3) facsimile at the facsimile number (Fax No.) of the recipient.

**26.4. Choice of Law.** This Contract and all disputes arising hereunder are governed by and construed in accordance with the laws of the State of Colorado ~~that would be applicable to Colorado residents who sign a contract in Colorado for real property located in Colorado.~~

**27. NOTICE OF ACCEPTANCE, COUNTERPARTS.** This proposal will expire unless accepted in writing by



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Buyer and Seller, as evidenced by their signatures below and the offering party receives notice of such acceptance pursuant to § 26 on or before **Acceptance Deadline Date** and **Acceptance Deadline Time**. If accepted, this document will become a contract between Seller and Buyer. A copy of this Contract may be executed by each party, separately and when each party has executed a copy thereof, such copies taken together are deemed to be a full and complete contract between the parties.

**28. GOOD FAITH.** Buyer and Seller acknowledge that each party has an obligation to act in good faith including, but not limited to, exercising the rights and obligations set forth in the provisions of **Financing Conditions and Obligations**; **Title Insurance, Record Title and Off-Record Title**; **New ILC, New Survey**; and **Property Disclosure, Inspection, Indemnity, Insurability, Due Diligence and Source of Water**.

**29. BUYER'S BROKERAGE FIRM COMPENSATION.** Buyer's brokerage firm's compensation will be paid, at Closing, as follows:

☐ **29.1.** ***none***% of the Purchase Price or $***none*** by Seller. Buyer's brokerage firm is an intended third party beneficiary under this provision only. The amount paid by Seller under this provision is in addition to any other amounts Seller is paying on behalf of Buyer elsewhere in this Contract.

☐ **29.2.** ***none***% of the Purchase Price or $***none*** by Buyer pursuant to a separate agreement between Buyer and Buyer's brokerage firm. This amount may be modified between Buyer and Buyer's brokerage firm outside of this Contract.

☐ **29.3.** ***none***% of the Purchase Price or $***none*** by a separate agreement between Buyer's brokerage firm and Seller's brokerage firm.

## ADDITIONAL PROVISIONS AND ATTACHMENTS

**30. ADDITIONAL PROVISIONS. The following additional provisions have not been approved by the Colorado Real Estate Commission:**

***1) Buyer was not able to confirm the accuracy of the legal description of the Property included in Section 2.4 this Contract prior to the effective date and Buyer reserves the right to confirm that the legal description conforms to the Park County Assessor's Description of BAYOU SALADO RANCHES UNIT 03 LOT 22. If Buyer determines that the legal description included in Section 2.4 of this Contract is not accurate, Buyer may provide written notice of its proposed alternative legal description to Seller and Title Company. Subject to Title Company 's approval, the Parties will modify such legal description for all purposes under this Contract. If Seller does not agree to Buyer 's proposed alternative legal description, Buyer may terminate this Contract.***

***2) Not withstanding the Parties' selection of Section 8.1, Seller pay the premium for the owner's title insurance policy***

***3) Buyer's Inspection Termination and Inspection Objection rights shall not be limited to the physical condition of the Property and Seller acknowledges and agrees that Buyer may terminate the Contract pursuant to Section 10.3 for any or no reason.***

***4) Not withstanding the provisions of Section 22 above, neither party is compelled to engage in mediation.***

***5) All real estate taxes and special assessments allocable to the Property for calendar year of Closing shall be prorated as of the Closing Date on the basis of the most recent mill levy and assessed value. Buyer is a municipal corporation and, accordingly, is exempt from property taxes pursuant to § 4, art. X, COLO. CONST., and §39-3-105, C.R.S. Any such amounts not paid as of the Closing Date shall be deducted from the Purchase Price and paid to the applicable taxing authorities. All such prorations shall be final as of the Closing Date.***

***6) BUYER'S BROKER IS NOT ENTITLED TO A COMMISSION IN CONNECTION WITH THE SALE CONTEMPLATED UNDER THIS CONTRACT.***



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***7) the Title Company will file a "Change in Ownership" with the Colorado Division of Water Resources, immediately following closing***
***8) Seller and Buyer agree that Buyer is a an established governmental entity and does not need to provide EMD funds.***
***9) Ref. para 31.1, Post-Closing Occupancy Agreement box is checked. Buyer and Seller will sign this agreement, at a rental rate of $2500 per month.***

**31. OTHER DOCUMENTS.**

**31.1. Documents Part of Contract.** The following documents **are a part** of this Contract:

☒ **31.1.1. Post-Closing Occupancy Agreement.** If the box is checked, the Post-Closing Occupancy Agreement is a part of this Contract.

***Post-Closing Occupancy Agreement, Seller`s Property Disclosure (Residential), Source of Water Addendum to Contract to Buy and Sell Real Estate, Square Footage Disclosure***

**31.2. Documents Not Part of Contract.** The following documents have been provided but are **not** a part of this Contract:

**Signatures**

Marshall P. Brown
_____ Date: ***2/6/2026***

Buyer: ***the City of Aurora, Colorado, a home rule municipal corporation of the counties of Adams, Arapahoe, and Douglas, Acting by and through its Utility Enterprise***
***By: Marshall P. Brown***

**[NOTE: If this offer is being countered or rejected, do not sign this document.]**

Mark Clifford Rudolph
_____ Date: ***2/6/2026***

Seller: ***Mark Clifford Rudolph***
Address: ***10570 CO Rd 53 Hartsel CO 80449***
Phone: ***720-930-3136*** Fax:
Email Address: ***lmrudolph@gmail.com***

Norman Rudolph
_____ Date: ***2/6/2026***



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Seller: ***Norman Rudolph***
Address:***6313 W 93rd Ave Westminster CO 80031***
Phone: ***303-489-8468*** Fax:
Email Address: ***normrudolph@yahoo.com***

**END OF CONTRACT TO BUY AND SELL REAL ESTATE**

## BROKER'S ACKNOWLEDGMENTS AND COMPENSATION DISCLOSURE.

**A. Broker Working With Buyer**

Broker ☐ **Does** ☒ **Does Not** acknowledge receipt of Earnest Money deposit. Broker agrees that if Brokerage Firm is the Earnest Money Holder and, except as provided in § 23, if the Earnest Money has not already been returned following receipt of a Notice to Terminate or other written notice of termination, Earnest Money Holder will release the Earnest Money as directed by the written mutual instructions. Such release of Earnest Money will be made within five days of Earnest Money Holder's receipt of the executed written mutual instructions, provided the Earnest Money check has cleared.

Broker is working with Buyer as a ☒ **Buyer's Agent** ☐ **Transaction-Broker** in this transaction.

☐ **Customer.** Broker has no brokerage relationship with Buyer. See § B for Broker's brokerage relationship with Seller.

Brokerage Firm's compensation or commission is to be paid as specified in §29 above.

This Broker's Acknowledgments and Compensation Disclosure is for disclosure purposes only and does NOT create any claim for compensation. Any compensation agreement between the brokerage firms must be entered into separately and apart from this provision.

Brokerage Firm's Name: ***Hector Reynoso***
Brokerage Firm's License #: ***II-100092804***

Hector Reynoso
Date: ***2/5/2026***

Broker's Name: ***Hector Reynoso***
Broker's License #:
Address: ***15151 E. Alameda Pkwy Aurora, CO 80012***
Phone No.:
Fax No.:
Email Address: ***hreynoso@auroragov.org***



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**B. Broker Working with Seller**

Broker ☐ **Does** ☒ **Does Not** acknowledge receipt of Earnest Money deposit. Broker agrees that if Brokerage Firm is the Earnest Money Holder and, except as provided in § 23, if the Earnest Money has not already been returned following receipt of a Notice to Terminate or other written notice of termination, Earnest Money Holder will release the Earnest Money as directed by the written mutual instructions. Such release of Earnest Money will be made within five days of Earnest Money Holder's receipt of the executed written mutual instructions, provided the Earnest Money check has cleared.

Broker is working with Seller as a ☒ **Seller's Agent** ☐ **Transaction-Broker** in this transaction.

☐ **Customer.** Broker has no brokerage relationship with Seller. See § A for Broker's brokerage relationship with Buyer.

Brokerage Firm's compensation or commission is to be paid by ☒ **Seller** ☐ **Buyer** ☐ **Other** .

This Broker's Acknowledgments and Compensation Disclosure is for disclosure purposes only and does NOT create any claim for compensation. Any agreement to pay compensation must be entered into separately and apart from this provision.

Brokerage Firm's Name: ***Coldwell Banker 1st Choice Realty***

Brokerage Firm's License #: ***000064040***

Bonnie Grant

Date: ***2/6/2026***

Broker's Name: ***Bonnie Grant***

Broker's License #: ***100105938***

Address: ***18401 E. Highway 24 #100 Woodland Park, CO 80863***

Phone No.: ***719-687-1531***

Fax No.: ***719-687-1595***

Email Address: ***Bonnie@1stchoicerealtycb.com; grantreconcepts@gmail.com***



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**PCO70 Post-Closing Occupancy Agreement**
**Adoption Date: August 5, 2025**
**Mandatory Use Date: January 1, 2026**

**THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT LEGAL AND TAX OR OTHER COUNSEL BEFORE SIGNING.**

# POST-CLOSING OCCUPANCY AGREEMENT
## (Seller Rent-Back Agreement)

Date: ***2/9/2026***

Note: This form is to be used only for short-term residential occupancy for a term not to exceed 60 days. A residential lease must be used for a term longer than 60 days.

**1. Parties and Property.** This Post-Closing Occupancy Agreement (Agreement) is entered into between ***Mark Clifford Rudolph and Norman Rudolph*** (Seller) and ***the City of Aurora, Colorado, a home rule municipal corporation of the counties of Adams, Arapahoe, and Douglas, Acting by and through its Utility Enterprise*** (Buyer) relating to the occupancy of the following legally-described real estate in the County of ***Park***, Colorado:
***BAYOU SALADO RANCHES UNIT 03 LOT 22***
known as: ***10570 County Road 53, Hartsel, CO 80449***(Property).

**2. Agreement.** Buyer and Seller entered into that certain Contract to Buy and Sell Real Estate dated ***02/05/2026*** and any amendments (Contract). All terms of the Contract are incorporated herein by reference. In the event of any conflict between this Agreement and the Contract, this Agreement controls subject to subsequent amendments to the Contract or this Agreement. This Agreement is conditional upon Closing. If Closing does not occur, this Agreement is null and void. The rights and remedies of the parties under this Agreement will survive this Agreement.

**3. Possession.** Seller may retain possession of the Property from date of Closing through ***06/15/2026*** (Possession Date) at ***5pm*** (Possession Time)(Term). However, Seller may cause an earlier termination upon 5 days written notice to Buyer. Such notice must be provided to the address, fax number or email address of the recipient as specified below or as otherwise specified, in writing, by the recipient. Seller agrees to use the Property for Seller's occupancy and personal residence only. Seller's rights and obligations may not be transferred or assigned in whole or in part, voluntarily or involuntarily. Buyer and Seller acknowledge that if Buyer intends to occupy the Property as Buyer's principal residence, the Term may not exceed 60 days after Closing.

**4. Maintenance.** If necessary, Buyer will, at Buyer's sole expense, maintain, repair and replace the heating and cooling systems including ventilation and ducts, plumbing, electrical wiring, roof and structural components of the Property, all appliances in the Property owned by Buyer and the lawn sprinkler system, if any, if such items were functioning or working properly on the date of Closing. Unless the services are provided by a third party, e.g., owners' association, Seller will maintain the Property as Seller previously maintained the Property to include, but not limited to, landscaping, snow removal and lawn care. Seller will provide timely notice to Buyer of any improvement requiring maintenance or repair.



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**5. Damage to Property.** During the Term, Seller, at Seller's sole expense, will keep the improvements and any personal property on the Property owned by Buyer in the same condition and repair as of the date of Closing, normal wear and tear excepted. Seller is responsible for any misuse, waste, neglect or damage to the Property or personal property on the Property caused by Seller or Seller's family or invitees after Closing. Seller is not responsible for any damage if not caused by Seller or Seller's family or invitees.

**6. Buyer Access.** Upon not less than 24 hours prior notice to Seller, Buyer will have access to the Property at all reasonable times and Buyer, or Buyer's designee, may enter the Property. However, in the event of an emergency Buyer may enter the Property without notice to Seller.

**7. Restoration.** Buyer has the right, but not the obligation, to restore the Property and any items of personal property owned by Buyer to the same condition of repair and cleanliness as existed at the date of Closing, excluding normal wear and tear, and, if Seller is responsible for such damage pursuant to § 4 or § 5, Seller will pay Buyer, in addition to the Rent, the costs of such repair or replacement. Additionally, Buyer may apply Seller's security deposit towards the cost of any such repair or replacement in accordance with Colorado law.

**8. Rent.** Rent for the Term is $***2500.00***, payable to Buyer, in advance, at Closing and delivery of deed. Should Seller vacate before the end of the Term, the unearned rent ☐**Will** ☒**Will Not** be prorated and refunded to Seller.

**9. Compliance with Law.** During the Term, Seller agrees to abide by all federal, state and local laws as well as any applicable Owners' Association rules and regulations. Seller agrees that Seller will not store or use any hazardous materials on the Property other than those materials customarily used or stored for a residential home.

**10. Failure to Vacate.** Should Seller not timely surrender possession of the Property to Buyer, Seller will be subject to eviction as well as liable to Buyer for payment of any other damages awarded by a Court of competent jurisdiction.

**11. Water and Sewer.** Water and sewer charges incurred for use during the Term will be paid by ☐**Seller** ☐ **Buyer**.

**12. Electric and Gas.** Electric and gas service incurred for use during the Term will be paid by ☐**Seller** ☐ **Buyer.** Arrangements for the final reading and payments for electric and gas services may be made by either party. Any other utility or service used by Seller during the Term will be paid for by Seller.

**13. Seller's Renter's Insurance Policy.** Seller ☒**Will** ☐**Will Not** maintain and pay the cost of a Seller's "Renter's Policy" and supply to Buyer evidence of such insurance at or before Closing, if applicable.

**14. Buyer's Insurance Policy.** Buyer agrees to maintain and pay the cost of an Owner's Property Insurance Policy (which may be in the form of a Landlord's policy) from Closing.

**15. Mutual Indemnification.** Seller and Buyer agree to indemnify, defend, and hold harmless the other party from and against any claims due to any injury, loss, claim or damage to any person or property, including reasonable attorney's fees, caused by the other party, or such party's family, licensees, or invitees that is not paid by such party's insurance, if any.

**16. Security Deposit.** In order to collect a security deposit, Landlord must collect a monthly rent payment. Seller agrees that a security deposit in the amount of ***2500.00*** (not to exceed the amount of two monthly rent payments) payable to Buyer, will be paid at Closing and held by Buyer. The parties agree that the security deposit will be disbursed within 30 days after the Term in accordance with Colorado law.

**17. Attorney Fees and Costs.** Anything to the contrary herein notwithstanding, in the event of any arbitration or litigation relating to this Agreement, prior to or after the Term, the arbitrator or court must award to the prevailing party all reasonable costs and expenses, including attorney fees, legal fees and expenses.



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**18. Additional Provisions. The following Additional Provisions have not been approved by the Colorado Real Estate Commission:**

_____

_____ Date: _____

Seller: ***Mark Clifford Rudolph***

Address:

Phone No.:
Fax No.:
Electronic
Address:

_____ Date: _____

Seller: ***Norman Rudolph***

Address:

Phone No.:
Fax No.:
Email
Address:

_____ Date: _____

Buyer: ***the City of Aurora, Colorado, a home rule municipal corporation of the counties of Adams, Arapahoe, and Douglas, Acting by and through its Utility Enterprise***

***By: Marshall P. Brown***

Address:

Phone No.:
Fax No.:
Email
Address:

_____


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**PCO70 Post-Closing Occupancy Agreement**
**Adoption Date: August 5, 2025**
**Mandatory Use Date: January 1, 2026**

**THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT LEGAL AND TAX OR OTHER COUNSEL BEFORE SIGNING.**

# POST-CLOSING OCCUPANCY AGREEMENT
## (Seller Rent-Back Agreement)

Date: ***2/5/2026***

Note: This form is to be used only for short-term residential occupancy for a term not to exceed 60 days. A residential lease must be used for a term longer than 60 days.

**1. Parties and Property.** This Post-Closing Occupancy Agreement (Agreement) is entered into between ***Mark Clifford Rudolph and Norman Rudolph*** (Seller) and ***the City of Aurora, Colorado, a home rule municipal corporation of the counties of Adams, Arapahoe, and Douglas, Acting by and through its Utility Enterprise*** (Buyer) relating to the occupancy of the following legally-described real estate in the County of ***Park***, Colorado:
***BAYOU SALADO RANCHES UNIT 03 LOT 22***
known as: ***10570 County Road 53, Hartsel, CO 80449***(Property).

**2. Agreement.** Buyer and Seller entered into that certain Contract to Buy and Sell Real Estate dated ***02/05/2026*** and any amendments (Contract). All terms of the Contract are incorporated herein by reference. In the event of any conflict between this Agreement and the Contract, this Agreement controls subject to subsequent amendments to the Contract or this Agreement. This Agreement is conditional upon Closing. If Closing does not occur, this Agreement is null and void. The rights and remedies of the parties under this Agreement will survive this Agreement.

**3. Possession.** Seller may retain possession of the Property from date of Closing through ***06/15/2026*** (Possession Date) at ***5pm*** (Possession Time)(Term). However, Seller may cause an earlier termination upon 5 days written notice to Buyer. Such notice must be provided to the address, fax number or email address of the recipient as specified below or as otherwise specified, in writing, by the recipient. Seller agrees to use the Property for Seller's occupancy and personal residence only. Seller's rights and obligations may not be transferred or assigned in whole or in part, voluntarily or involuntarily. Buyer and Seller acknowledge that if Buyer intends to occupy the Property as Buyer's principal residence, the Term may not exceed 60 days after Closing.

**4. Maintenance.** If necessary, Buyer will, at Buyer's sole expense, maintain, repair and replace the heating and cooling systems including ventilation and ducts, plumbing, electrical wiring, roof and structural components of the Property, all appliances in the Property owned by Buyer and the lawn sprinkler system, if any, if such items were functioning or working properly on the date of Closing. Unless the services are provided by a third party, e.g., owners' association, Seller will maintain the Property as Seller previously maintained the Property to include, but not limited to, landscaping, snow removal and lawn care. Seller will provide timely notice to Buyer of any improvement requiring maintenance or repair.



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**5. Damage to Property.** During the Term, Seller, at Seller's sole expense, will keep the improvements and any personal property on the Property owned by Buyer in the same condition and repair as of the date of Closing, normal wear and tear excepted. Seller is responsible for any misuse, waste, neglect or damage to the Property or personal property on the Property caused by Seller or Seller's family or invitees after Closing. Seller is not responsible for any damage if not caused by Seller or Seller's family or invitees.

**6. Buyer Access.** Upon not less than 24 hours prior notice to Seller, Buyer will have access to the Property at all reasonable times and Buyer, or Buyer's designee, may enter the Property. However, in the event of an emergency Buyer may enter the Property without notice to Seller.

**7. Restoration.** Buyer has the right, but not the obligation, to restore the Property and any items of personal property owned by Buyer to the same condition of repair and cleanliness as existed at the date of Closing, excluding normal wear and tear, and, if Seller is responsible for such damage pursuant to § 4 or § 5, Seller will pay Buyer, in addition to the Rent, the costs of such repair or replacement. Additionally, Buyer may apply Seller's security deposit towards the cost of any such repair or replacement in accordance with Colorado law.

**8. Rent.** Rent for the Term is $***2500.00***, payable to Buyer, in advance, at Closing and delivery of deed. Should Seller vacate before the end of the Term, the unearned rent ☐**Will** ☒**Will Not** be prorated and refunded to Seller.

**9. Compliance with Law.** During the Term, Seller agrees to abide by all federal, state and local laws as well as any applicable Owners' Association rules and regulations. Seller agrees that Seller will not store or use any hazardous materials on the Property other than those materials customarily used or stored for a residential home.

**10. Failure to Vacate.** Should Seller not timely surrender possession of the Property to Buyer, Seller will be subject to eviction as well as liable to Buyer for payment of any other damages awarded by a Court of competent jurisdiction.

**11. Water and Sewer.** Water and sewer charges incurred for use during the Term will be paid by ☐**Seller** ☐ **Buyer**.

**12. Electric and Gas.** Electric and gas service incurred for use during the Term will be paid by ☒**Seller** ☐ **Buyer.** Arrangements for the final reading and payments for electric and gas services may be made by either party. Any other utility or service used by Seller during the Term will be paid for by Seller.

**13. Seller's Renter's Insurance Policy.** Seller ☒**Will** ☐**Will Not** maintain and pay the cost of a Seller's "Renter's Policy" and supply to Buyer evidence of such insurance at or before Closing, if applicable.

**14. Buyer's Insurance Policy.** Buyer agrees to maintain and pay the cost of an Owner's Property Insurance Policy (which may be in the form of a Landlord's policy) from Closing.

**15. Mutual Indemnification.** Seller and Buyer agree to indemnify, defend, and hold harmless the other party from and against any claims due to any injury, loss, claim or damage to any person or property, including reasonable attorney's fees, caused by the other party, or such party's family, licensees, or invitees that is not paid by such party's insurance, if any.

**16. Security Deposit.** In order to collect a security deposit, Landlord must collect a monthly rent payment. Seller agrees that a security deposit in the amount of ***2500.00*** (not to exceed the amount of two monthly rent payments) payable to Buyer, will be paid at Closing and held by Buyer. The parties agree that the security deposit will be disbursed within 30 days after the Term in accordance with Colorado law.

**17. Attorney Fees and Costs.** Anything to the contrary herein notwithstanding, in the event of any arbitration or litigation relating to this Agreement, prior to or after the Term, the arbitrator or court must award to the prevailing party all reasonable costs and expenses, including attorney fees, legal fees and expenses.



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**18. Additional Provisions. The following Additional Provisions have not been approved by the Colorado Real Estate Commission:**

***If more than 60 day is needed, a License Agreement would be granted on a month to month basis and not to exceed 60 days.***

Mark Clifford Rudolph

Date: ***2/6/2026***

Seller: ***Mark Clifford Rudolph***

Address:

Phone No.:
Fax No.:
Electronic
Address:

Date:

Seller: ***Norman Rudolph***

Address:

Phone No.:
Fax No.:
Email
Address:

Marshall P. Brown

Date: ***2/6/2026***

Buyer: ***the City of Aurora, Colorado, a home rule municipal corporation of the counties of Adams, Arapahoe, and Douglas, Acting by and through its Utility Enterprise***

***By: Marshall P. Brown***

Address:

Phone No.:
Fax No.:
Email
Address:


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SPD19 Seller's Property Disclosure (Residential)
Adoption Date: August 5, 2025
Mandatory Use Date: January 1, 2026

THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT LEGAL AND TAX OR OTHER COUNSEL BEFORE SIGNING.

# SELLER'S PROPERTY DISCLOSURE
# (RESIDENTIAL)

THIS SELLER'S PROPERTY DISCLOSURE SHOULD BE COMPLETED BY SELLER, NOT BY BROKER.

Seller states that the information contained in this Seller's Property Disclosure ("SPD") is correct to Seller's CURRENT ACTUAL KNOWLEDGE as of the date signed by Seller. If the Contract to Buy and Sell (Contract) requires Seller to complete this SPD, this form must be fully completed to Seller's CURRENT ACTUAL KNOWLEDGE as of the date of the Seller's Property Disclosure Deadline in the Contract. Any changes to the disclosures herein must be disclosed by Seller to Buyer promptly after discovery. In the event Seller discovers a new adverse material fact after completing this SPD, Seller must disclose in writing any such new adverse material fact to Buyer. Seller's failure to disclose a known adverse material fact affecting the Property or occupant may result in legal liability. If Seller has knowledge of an adverse material fact affecting the Property or occupants, it must be disclosed whether there is a specific item on this SPD or not. If the Property is part of a Common Interest Community, this SPD is limited to the Property or unit itself, except as stated in Section P.

Broker is authorized to deliver a copy of this SPD to prospective buyers.

Seller and Buyer understand that this SPD is not a warranty or guarantee of any kind by the Seller or by any Broker or Agent representing the Seller. Property inspection services may be purchased and are advisable. This SPD is not intended as a substitute for an inspection of the Property. Buyers are encouraged to obtain their own professional inspection(s).

SELLER: Your answers are NOT limited to only the space provided in this SPD. Attach additional pages, reports, receipts, or any other documents you believe necessary for the information you provide to be complete.

Date SPD completed by Seller: ***02/05/2026***

Property:

***10570 County Road 53, Hartsel, CO 80449***

Seller: ***Mark Clifford Rudolph and Norman Rudolph***

Year Built: ***1999***

Year Seller Acquired Property: ***2025***

Seller ☒ is ☐ is not currently occupying the Property.
If Seller is not currently occupying the property, date Seller last occupied the Property:
During any period when Seller has not occupied the Property, the Property was ☐ vacant ☐ occupied by someone other than Seller.

## I. IMPROVEMENTS

NOTE: The Contract, not this SPD, determines whether an item is included or excluded in the sale. If there is an inconsistency between this SPD and the Contract, the Contract controls.

| A. | **BUILDING CONDITIONS** (all aspects of the Property to include decks and patios)<br>If you know of any of the following problems **EVER EXISTING**, check the "Yes" column: | **Yes** | **Comments** |
|---|---|---|---|
| 1 | Structural problems with improvements | | |
| 2 | Structural supports or reinforcements added | | |
| 3 | Moisture and/or water, including but not limited to, leakage/seepage in the basement/crawlspace | | |
| 4 | Damage due to termites, other insects, birds, animals, or rodents | | |
| 5 | Damage due to hail, wind, fire, flood, or other casualty | | |



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| | | | |
|---|---|---|---|
| 6 | Any settling, movement, cracking, heaving or breakage of the following: | | |
| | a. Foundations | | |
| | b. Floors | | |
| | c. Interior Walls | | |
| | d. Exterior Walls | | |
| | e. Driveways | | |
| | f. Sidewalks | | |
| | g. Patios | | |
| | h. Retaining Walls | | |
| | i. Other: | | |
| 7 | Window leaks | | |
| 8 | Exterior Artificial Stucco (EIFS) | | |
| 9 | Subfloors | | |
| 10 | | | |

| **B.** | **ROOF – General Information**<br>Do you know of the following on the Property:<br>If yes, provide the requested information in Comments | **Yes** | **Comments** |
|---|---|---|---|
| 1 | Indicate age of roof in Comments | | |
| 2 | Indicate roof material in Comments | | |
| 3 | Roof is under warranty | | |
| | a. Date of warranty expiration | | |
| | b. Warranty is transferable | | ☐ Yes ☐ No ☐ Unknown |
| 4 | Roof work done while under current roof warranty | | |
| | a. Date work completed | | |
| 5 | | | |
| | **ROOF** – If you know of any of the following problems **EVER EXISTING**, check the "Yes" column: | **Yes** | **Comments** |
| 6 | Roof leak | | |
| 7 | Damage to roof | | |
| 8 | Damage to skylight | | |
| 9 | Damage to gutter or downspout | | |
| 10 | Other roof problems, issues or concerns | | |
| 11 | | | |

| **C.** | **APPLIANCES** (if included in the sale)<br>If you know of any problems **NOW EXISTING** with the following, check the "Yes" column: | **Yes** | **Age, if known** | **Comments** |
|---|---|---|---|---|
| 1 | Built-in vacuum system & accessories | | | |
| 2 | Clothes dryer | | | ☐ Gas ☐ Electric |
| 3 | Clothes washer | | | |
| 4 | Dishwasher | | | |



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| | | | | |
|---|---|---|---|---|
| 5 | Disposal | | | |
| 6 | Freezer | | | |
| 7 | Gas grill | | | |
| 8 | Range ventilation system | | | |
| 9 | Microwave oven | | | ☐ Free standing ☐ Built in |
| 10 | Oven | | | Gas Electric Single Double |
| 11 | Range/Stove | | | Gas Electric Free Standing Drop-In |
| 12 | Refrigerator | | | |
| 13 | T.V. antenna: | | | ☐ Owned ☐ Leased. If leased, provide the name and contact information of entity leased from: |
| 14 | Satellite system or DSS dish: | | | ☐ Owned ☐ Leased. If leased, provide the name and contact information of entity leased from: |
| 15 | Trash compactor | | | |
| 16 | | | | |

| **D.** | **ELECTRICAL & TELECOMMUNICATIONS –** General Information<br>Do you know of the following on the Property:<br>If yes, provide the requested information in Comments | **Yes** | **Age, if known** | **Comments** |
|---|---|---|---|---|
| 1 | 220 Volt service | | | |
| 2 | Electrical Service: Amps | | | |
| 3 | Landscape lighting | | | |
| 4 | Electric provider – provide name in Comments | | | |
| 5 | Cable/TV provider – provide name in Comments | | | |
| 6 | Internet provider – provide name in Comments | | | |
| 7 | Solar panels | | | ☐ Owned ☐ Leased. If leased, provide the name and contact information of entity leased from: |
| | a. Output | | | |
| 8 | Wind generators | | | ☐ Owned ☐ Leased. If leased, provide the name and contact information of entity leased from: |
| 9 | Security system | | | ☐ Owned ☐ Leased. If leased, provide the name and contact information of entity leased from: |
| 10 | Doorbell | | | Wired Wireless Smart |
| 11 | Smoke/fire detector(s) | | | Battery Hardwire |
| 12 | Carbon monoxide alarm(s) | | | Battery Hardwire |
| 13 | Internet wiring | | | Cable DSL Satellite Fiber Other: |
| 14 | Built in sound system | | | Speakers - Built In Wiring - Built In Speakers - Wireless |
| 15 | | | | |
| | **ELECTRICAL & TELECOMMUNICATIONS**<br>If you know of any problems **NOW EXISTING** with the following, check the "Yes" column: | **Yes** | **Age, if known** | **Comments** |
| 16 | Security system | | | |
| 17 | Smoke/fire detector(s) | | | |



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| | | | | |
|---|---|---|---|---|
| 18 | Carbon monoxide alarm | | | |
| 19 | Light fixtures | | | |
| 20 | Switches & outlets | | | |
| 21 | Internet wiring | | | |
| 22 | Inside telephone wiring & blocks/jacks | | | |
| 23 | Cable TV wiring & jacks | | | |
| 24 | Ceiling fans | | | |
| 25 | Bathroom vent fan(s) | | | |
| 26 | Garage door opener & remote control<br># of remote/openers: | | | |
| 27 | Garage door keyless entry | | | |
| 28 | Built in intercom system | | | |
| 29 | Doorbell | | | |
| 30 | Built in sound system | | | |
| 31 | | | | |
| | **ELECTRICAL & TELECOMMUNICATIONS**<br>If you know of any problems **EVER EXISTING** with the following, check the "Yes" column: | **Yes** | **Age, if known** | **Comments** |
| 32 | Electrical Service | | | |
| 33 | Aluminum wiring at the outlets (110) | | | |
| 34 | Solar panels | | | |
| 35 | Wind generators | | | |
| 36 | Electric wiring or panel | | | |
| 37 | | | | |

| **E.** | **MECHANICAL**<br>If you know of any problems **NOW EXISTING** with the following, check the "Yes" column: | **Yes** | **Age, if known** | **Comments** |
|---|---|---|---|---|
| 1 | Overhead doors (including garage doors) | | | |
| 2 | Entry gate system | | | |
| 3 | Elevator | | | |
| 4 | Sump pump(s): # of | | | |
| 5 | Recycle pump | | | |
| 6 | | | | |

| **F.** | **VENTILATION, AIR & HEAT – General Information**<br>Do you know of the following on the Property:<br>If yes, provide the requested information in Comments | **Yes** | **Age, if known** | **Comments** |
|---|---|---|---|---|
| 1 | Furnace | | | |
| | a. Furnace Type | | | ☐ Forced Air Gas ☐ Forced Air Electric ☐ Forced Air Propane ☐ Radiant ☐ Gravity Flow ☐ Other (specify): |
| | b. Number of Units | | | |



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| | | | | |
|---|---|---|---|---|
| | c. Zoned | | | Location of zone 1:<br>Location of zone 2:<br>Location of zone 3: |
| 2 | Heating system (other than furnace) | | | |
| | a. Type/Fuel | | | |
| 3 | Fireplace | | | |
| | a. Type | | | ☐ Masonry ☐ Insert ☐ Wood Burning ☐ Direct Vent ☐ Other (specidfy): |
| | b. Fireplace starter | | | ☐ Switch ☐ Remote |
| 4 | Free Standing Heating Stove | | | |
| | a. Fuel Source | | | ☐ Wood ☐ Pellet ☐ Corn ☐ Gas ☐ Other (specify): |
| 5 | Date fireplace/wood stove, chimney/flue last cleaned: | | | Do not know |
| 6 | Fuel tanks<br>If leased, provide the name and contact information of entity leased from in Comments | | | ☐ Owned ☐ Leased |
| 7 | Radiant heating system: | | | ☐ Interior ☐ Exterior |
| | a. Interior Type | | | |
| | b. Exterior Type | | | |
| 8 | Air Conditioning | | | |
| | a. Type | | | ☐ Electric ☐ Central Air ☐ Other (specify): |
| | b. Number of Units | | | |
| | c. Zoned | | | Location of zone 1:<br>Location of zone 2:<br>Location of zone 3: |
| | **VENTILATION, AIR & HEAT**<br>If you know of any problems **NOW EXISTING** with the following, check the "Yes" column: | **Yes** | **Age, if known** | **Comments** |
| 9 | Furnace | | | |
| 10 | Heating System (other than Furnace) | | | |
| 11 | Heat Pump | | | |
| 12 | Evaporative cooler | | | |
| 13 | Window air conditioning units | | | |
| 14 | Central air conditioning | | | |
| 15 | Attic ventilation system (attic only) | | | |
| 16 | Whole house fan | | | |
| 17 | Vent fans | | | |
| 18 | Humidifier | | | |
| 19 | Air purifier | | | |
| 20 | Fireplace | | | |
| 21 | Fireplace insert | | | |
| 22 | Fireplace starter | | | |
| 23 | Heating Stove | | | |
| 24 | Fuel tanks | | | |



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| | | | | |
|---|---|---|---|---|
| 25 | | | | |

| G. | WATER – General Information:<br>Do you know of the following on the Property:<br>If yes, provide the requested information in Comments | Yes | Age, if known | Comments |
|---|---|---|---|---|
| 1 | Water heater | | | |
| | a. Number of Water Heaters | | | |
| | b. Fuel Type | | | |
| | c. Capacity | | | |
| 2 | Water filter system | | | ☐ Owned ☐ Leased.<br>If leased, provide the name and contact information of entity leased from: |
| 3 | Water softener | | | ☐ Owned ☐ Leased.<br>If leased, provide the name and contact information of entity leased from: |
| 4 | Indicate location of master water shutoff in Comments | | | |
| 5 | Type of well: | | | |
| | a. Exempt well (outside designated groundwater basin) | | | Household use only inside a single-family dwelling (typically less than 35 acres; no outdoor uses)<br>Permit no:<br>Domestic use (typically 35+ acres; indoor household use in up to 3 dwellings on the parcel, outdoor watering of personal livestock, irrigation of up to 1 acre)<br>Permit no:<br>Livestock (on farm/range/pasture)<br>Permit no:<br>Other (please explain): Permit #: |
| | b. Small capacity well (inside designated groundwater basin) | | | Domestic use (indoor household use in up to 3 dwellings on the parcel; watering of personal livestock, limited irrigation area, no more than 1 acre-foot per year)<br>Permit no:<br>Other (please explain):<br>Permit #: |
| 6 | Well metered | | | |
| 7 | Well Pump | | | |
| | a. Brand name pump number | | | |
| | b. Date installed | | | |
| | c. Date of last inspection | | | |
| | d. Date of last service | | | |
| | e. Depth | | | |
| | f. GPM and date last measured | | | |
| 8 | Galvanized pipe | | | |
| 9 | Polybutylene pipe | | | |
| 10 | Cistern water storage | | | |
| | a. Number of gallons | | | |
| 11 | Supplemental water purchased in past 2 years | | | |
| | a. Name and contact information of entitiy from which supplemental water was purchased | | | |
| 12 | | | | |



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| | WATER<br>If you know of any problems **NOW EXISTING** with the following, check the "Yes" column: | Yes | Age, if known | Comments |
|---|---|---|---|---|
| 13 | Water heater(s) | | | |
| 14 | Water filter system | | | |
| 15 | Water softener | | | |
| 16 | Water system pump | | | |
| 17 | Sauna | | | |
| 18 | Hot tub or spa | | | |
| 19 | Steam room/shower | | | |
| 20 | Underground sprinkler system | | | |
| 21 | Fire sprinkler system | | | |
| 22 | Backflow prevention device | | | |
| 23 | Irrigation pump | | | |
| 24 | | | | |
| | **WATER**<br>If you know of any problems **EVER EXISTING** with the following, check the "Yes" column: | **Yes** | **Age, if known** | **Comments** |
| 25 | Leaks, backups, or similar problems with any portion of the water or plumbing systems (including lines and water pressure) or damage therefrom | | | |
| 26 | Well | | | |
| 27 | Pool | | | |
| 28 | Irrigation system | | | |
| 29 | Water has been tested for potability | | | |
| | a. Indicate result of test in comments and provide the most recent records and reports pertaining to such testing | | | |
| 30 | | | | |

| **H.** | **SOURCE OF WATER & WATER SUPPLY**<br>Provide the following information regarding the Property: |
|---|---|
| 1 | Type of water supply: Public Community Well Shared Well Other None<br>If the Property is served by a Well, a copy of the Well Permit ☐ **Is** ☐ **Is Not provided.** Well Permit #:<br>Drilling Records ☐ **Are** ☐ **Are Not provided.** Shared Well Agreement ☐ **Yes** ☐ **No.**<br><br>The **Water Provider** for the Property can be contacted at:<br>Name: Address:<br>Web Site: Phone No.:<br>There is neither a Well nor a Water Provider for the Property. The source of potable water for the Property is [describe source]:<br><br>**SOME WATER PROVIDERS RELY, TO VARYING DEGREES, ON NONRENEWABLE GROUND WATER. YOU MAY WISH TO CONTACT YOUR PROVIDER (OR INVESTIGATE THE DESCRIBED SOURCE) TO DETERMINE THE LONG-TERM SUFFICIENCY OF THE PROVIDER'S WATER SUPPLIES.** |

| **I.** | **SEWER/SEPTIC – General Information:**<br>Do you know of the following on the Property:<br>If yes, provide the requested information in Comments | **Yes** | **Comments** |
|---|---|---|---|
| 1 | Public sanitary sewer service | | |
| | a. Name and contact information of public sanitary sewer service provider | | |
| | b. Date the sewer line was last scoped | | |



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| | | | |
|---|---|---|---|
| 2 | Community sanitary sewer service | | |
| | a. Name and contact information of community sanitary sewer service provider: | | |
| | b. Date the sewer line was last scoped | | |
| 3 | Septic System | | |
| | a. Type | | Tank Leach Lagoon |
| | b. Date of issuance of latest Individual Use Permit | | |
| | c. Date of latest inspection | | |
| | d. Date of latest pumping | | |
| | e. System is under a maintenance agreement (pumped/inspected on a regular basis) | | Maintenance agreement is mandated. Name and contact information of entity that namdates the maintenance agreement:<br><br>Maintenance agreement is not mandated |
| 4 | Other sanitary sewer service | | Type: |
| 5 | Gray water storage/use | | |
| 6 | | | |
| | **SEWER/SEPTIC**<br>If you know of any problems **EVER EXISTING** with the following, check the "Yes" column: | **Yes** | **Comments** |
| 7 | Leaks, backups, or similar problems with any portion of the sewage systems or damage therefrom | | |
| 8 | Lift station (sewage ejector pump) | | |
| 9 | | | |

| **J.** | **FLOODING AND DRAINAGE**<br>If you know of any problems **EVER EXISTING** with the following on the Property, check the "Yes" column: | **Yes** | **Comments** |
|---|---|---|---|
| 1 | Flooding | | |
| 2 | Drainage | | |
| 3 | Grading | | |
| 4 | Water intrusion in the basement, crawl space, or other parts of Property | | |
| 5 | Repairs made to control water intrusion in the basement, crawl space, or other parts of the Property | | |
| 6 | | | |
| | **DRAINAGE AND RETENTION PONDS – Other Information**<br>Do you know of the following on the Property: | **Yes** | **Comments** |
| 7 | Drainage or retention ponds, dams, storm water detention basins, or other similar facilities | | |
| 8 | | | |

| **K.** | **OTHER DISCLOSURES – IMPROVEMENTS**<br>If you know of any problems **NOW EXISTING** with the following, check the "Yes" column: | **Yes** | **Comments** |
|---|---|---|---|
| 1 | Included fixtures and equipment | | |
| 2 | Stains on carpet | | |
| 3 | Floors | | |
| 4 | | | |



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| L. | **USE, ZONING & LEGAL ISSUES**<br>If you know of any of the following **EVER EXISTING**, check the "Yes" column: | **Yes** | **Comments** |
|---|---|---|---|
| 1 | Zoning violation, variance, conditional use, violation of an enforceable PUD, or non-conforming use | | |
| 2 | Notice or threat of condemnation proceedings | | |
| 3 | Notice of any adverse conditions from any governmental or quasi-governmental agency that have not been resolved | | |
| 4 | Notice of zoning action related to the Property | | |
| 5 | Building code, city, or county violations | | |
| 6 | Violation of restrictive covenants or owners' association rules or regulations | | |
| 7 | Any building or improvements constructed within the past one year before this Date without approval by the owner's association or its designated approving body | | |
| 8 | Any additions or alterations made with a Building Permit | | |
| 9 | Any additions or non-aesthetic alterations made without a Building Permit | | |
| 10 | Other legal action | | |
| 11 | Any part of the Property leased to others (written or oral) | | |
| 12 | Used for short-term rentals in the past year | | |
| 13 | Grandfathered conditions or uses | | |
| 14 | | | |

| M. | **ACCESS & PARKING**<br>If you know of any of the following **EVER EXISTING**, check the "Yes" column: | **Yes** | **Comments** |
|---|---|---|---|
| 1 | Any access problems, issues or concerns | | |
| 2 | Roads, trails, paths, or driveways through the Property used by others | | |
| 3 | Public highway or county road bordering the Property | | |
| 4 | Any proposed or existing transportation project that affects or is expected to affect the Property | | |
| 5 | Encroachments, boundary disputes, or unrecorded easements | | |
| 6 | Shared or common areas with adjoining properties, including but not limited to, walls, fences and driveways | | |
| 7 | Requirements for curb, gravel/paving, or landscaping | | |
| 8 | Any limitations on parking or access due to size, number of vehicles, or type of vehicles in the past year | | |
| 9 | | | |

| N. | **ENVIRONMENTAL CONDITIONS**<br>If you know of any of the following **EVER EXISTING** on any part of the Property, check the "Yes" column: | **Yes** | **Comments** |
|---|---|---|---|
| 1 | Hazardous materials on the Property, such as radioactive, toxic or biohazardous materials, asbestos, pesticides, herbicides, wastewater sludge methane, mill tailings, solvents, or petroleum products | | |
| 2 | Underground storage tanks | | |
| 3 | Aboveground storage tanks | | |
| 4 | Underground transmission lines | | |



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| | | | |
|---|---|---|---|
| 5 | Property used as, situated on, or adjoining a dump, landfill or municipal solid waste landfill | | |
| 6 | Monitoring wells or test equipment | | |
| 7 | Sliding, settling, upheaval, movement or instability of earth, or expansive soils on the Property | | |
| 8 | Mine shafts, tunnels, or abandoned wells on the Property | | |
| 9 | Within a governmentally designated geological hazard or sensitive area | | |
| 10 | Within a governmentally designated floodplain or wetland area | | |
| 11 | Dead, diseased, or infested trees or shrubs | | |
| 12 | Environmental assessments, studies, or reports done involving the physical condition of the Property | | |
| 13 | Used for any mining, graveling, or other natural resource extraction operations such as oil and gas wells | | |
| 14 | Smoking inside improvements (including garages, unfinished space, or detached buildings) on Property | | |
| 15 | Animals kept in the residence | | |
| 16 | Other environmental problems, issues or concerns | | |
| 17 | Odors | | |
| 18 | | | |

| **O.** | **RADON**<br>If you know of any of the following **EVER EXISTING**, check the "Yes" column: | **Yes** | **Comments** |
|---|---|---|---|
| 1 | Radon test(s) conducted on the Property. Provide copies of the most recent records and reports pertaining to radon concentrations within the Property. | | |
| 2 | Radon concentrations detected or mitigation or remediation performed. Provide a full description. | | |
| 3 | Radon mitigation system installed on Property. Provide all information known by Seller about the radon mitigation system. | | |
| 4 | | | |

| **P.** | **COMMON INTEREST COMMUNITY – ASSOCIATION PROPERTY**<br>If you know of any of the following **NOW EXISTING**, check the "Yes" column: | **Yes** | **Comments** |
|---|---|---|---|
| 1 | Property is part of an owners' association | | |
| 2 | Special assessments or increases in regular assessments approved by owners' association but not yet implemented | | |
| 3 | Problems or defects in the common elements or limited common elements of the Association Property | | |
| | **COMMON INTEREST COMMUNITY – ASSOCIATION PROPERTY**<br>If you know of any of the following **EVER EXISTING**, check the "Yes" column: | **Yes** | **Comments** |
| 4 | Has the Association made demand or commenced a lawsuit against a builder or contractor alleging defective construction of improvements of the Association Property (common area or property owned or controlled by the Association but outside the Seller's Property or unit) | | |
| 5 | | | |
| | **COMMON INTEREST COMMUNITY – ASSOCIATION PROPERTY – Other Information:**<br>Name of the Owner's Association(s) governing the Property: | | **Contact Information** |
| 6 | Owners' Association #1 | | |
| 7 | Owners' Association #2 | | |
| 8 | Owners' Association #3 | | |
| 9 | Owners' Association #4 | | |



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| Q. | **METROPOLITAN DISTRICT**<br>If you know of any of the following **NOW EXISTING**, check the "Yes" column: | **Yes** | **Comments** |
|---|---|---|---|
| 1 | Property is located within the boundaries of a Metropolitan District that was organized on or after January 1, 2000 | | |
| | **METROPOLITAN DISTRICT – Information:** | | **Comments** |
| 2 | Name of Metropolitan District #1 | | |
| 3 | Official website of the Metropolitan District #1 | | |
| 4 | Name of Metropolitan District #2 | | |
| 5 | Official website of Metropolitan District #2 | | |

| R. | **GENERAL DISCLOSURES**<br>If you know of any of the following **EVER EXISTING**, check the "Yes" column: | **Yes** | **Comments** |
|---|---|---|---|
| 1 | Written reports of any building, site, roofing, soils, water, sewer, mold, or engineering investigations or studies of the Property. Provide copies of all such reports in possession of Seller. | | |
| 2 | Any property insurance claim submitted (whether paid or not) | | |
| 3 | Structural, architectural, and engineering plans and/or specifications for any existing improvements. Provide copies of all such reports in possession of Seller. | | |
| 4 | Property was previously used as a methamphetamine laboratory and not remediated to state standards | | |
| 5 | Government special improvements approved, but not yet installed, that may become a lien against the Property | | |
| 6 | Any litigation alleging negligent construction or defective building products | | |
| 7 | Any award or payment of money in lieu of repairs for defective building products or poor construction | | |
| 8 | Any release signed regarding defective products or poor construction that would limit a future owner from making a claim | | |
| 9 | Pending: (1) litigation or (2) other dispute resolution proceeding regarding the Property | | |
| 10 | Property is subject to Deed Restrictions, other recorded document restrictions, or Affordable Housing Restrictions | | |
| 11 | Property is located in a historic district | | |
| 12 | | | |
| | **GENERAL – Other Information:** | **Yes** | **Comments** |
| 13 | U.S. Postal Service delivery available | | Property Post Office Cluster Mailbox - Location and No.:<br><br>Other (specify): |
| 14 | | | |

OTHER KNOWN ADVERSE MATERIAL FACTS: For purposes of this section, adverse material facts would include any non-observable or observable physical conditions existing on the Property. Describe any other known adverse material facts in or on the Property (attach additional pages as necessary):

The information contained in this SPD has been furnished by Seller(s), who certifies it was answered truthfully, based on Seller's CURRENT ACTUAL KNOWLEDGE.

_____ Date Completed: _____

Seller: ***Mark Clifford Rudolph***

_____ Date Completed: _____

Seller: ***Norman Rudolph***



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ADVISORY TO BUYER:

1. Even though Seller has answered the above questions to Seller's current actual knowledge, Buyer should thoroughly inspect the Property and obtain expert assistance to accurately and fully evaluate the Property to confirm the status of the following matters are satisfactory to Buyer:
   a. the physical condition of the Property;
   b. the presence of mold or other biological hazards;
   c. the presence of rodents, insects, and vermin including termites;
   d. the legal use of the Property, including zoning and legal access to the Property;
   e. the availability and source of water, sewer, and utilities;
   f. the environmental and geological condition of the Property;
   g. the presence of noxious weeds; and
   h. any other matters that may affect Buyer's use and ownership of the Property that are important to Buyer as Buyer decides whether to purchase the Property.
2. Seller states that the information is correct to "Seller's current actual knowledge" as of the date of this form. The term "current actual knowledge" is intended to limit Seller's disclosure only to facts actually known by the Seller and does not include "constructive knowledge" or "common knowledge" or what Seller "should have known" about the Property. The Seller has no duty to investigate or inspect the Property or inclusions when this SPD is filled in and signed.
3. Valuable information may be obtained from various local/state/federal agencies, and other experts may assist Buyer by performing more specific evaluations and inspections of the Property.
4. Boundaries, location and ownership of fences, driveways, hedges, and similar features of the Property may become the subjects of a dispute between a property owner and a neighbor. A survey may be used to determine the likelihood of such problems.
5. Seller does not warrant that the Property or inclusions are fit for Buyer's intended purposes or use of the Property. Disclosure of the condition of an item is not to be construed as a warranty of its continued operability or as a representation or warranty that such item is fit for Buyer's intended purposes.

BUYER(S) ACKNOWLEDGE RECEIPT OF THIS SPD. BUYER(S) SIGNATURE DOES NOT CONSTITUTE APPROVAL OF ANY DISCLOSED CONDITION AS REPRESENTED HEREIN BY SELLER.

_____ Date: _____

Buyer: ***the City of Aurora, Colorado, a home rule municipal corporation of the counties of Adams, Arapahoe, and Douglas, Acting by and through its Utility Enterprise***

***By: Marshall P. Brown***

Buyer: _____ Date: _____

SPD19 SELLER'S PROPERTY DISCLOSURE (RESIDENTIAL)

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Hector Reynoso

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission (SWA35-8-10) (Mandatory 1-11)

**THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT LEGAL AND TAX OR OTHER COUNSEL BEFORE SIGNING.**

# SOURCE OF WATER ADDENDUM TO CONTRACT TO BUY AND SELL REAL ESTATE

Date: ***2/5/2026***

**1. ADDENDUM TO CONTRACT TO BUY AND SELL REAL ESTATE.** This Source of Water Addendum (Addendum) is made a part of that Contract to Buy and Sell Real Estate between Seller and Buyer dated ***2/5/2026*** (Contract), for the purchase and sale of the Property known as No. ***10570 County Road 53, Hartsel, CO 80449***

**2. SOURCE OF POTABLE WATER.** Seller discloses the following information for the source of potable water for the Property:

**[Select and complete 1, 2 or 3 as applicable.]**

☒ **2.1** The Property's source of water is a Well. Well Permit #: ***333702***
If a well is the source of water for the Property, a copy of the current Well Permit ☐ **Is** ☐ **Is Not** attached.

☐ **2.2** The Water Provider for the Property can be contacted at:
Name:
Address:
Web Site:
Phone No.:

☐ **2.3** There is neither a Well nor a Water Provider for the Property. The source of water for the Property is [describe source]:

**NOTE TO BUYER: SOME WATER PROVIDERS RELY, TO VARYING DEGREES ON NONRENEWABLE GROUND WATER. YOU MAY WISH TO CONTACT YOUR PROVIDER (OR INVESTIGATE THE DESCRIBED SOURCE) TO DETERMINE THE LONG-TERM SUFFICIENCY OF THE PROVIDER'S WATER SUPPLIES.**

_____ Date: _____
Seller: ***Mark Clifford Rudolph***

_____ Date: _____
Seller: ***Norman Rudolph***

_____ Date: _____
Buyer: ***the City of Aurora, Colorado, a home rule municipal corporation of the counties of Adams, Arapahoe, and Douglas, Acting by and through its Utility Enterprise***
***By: Marshall P. Brown***



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Buyer: _____ Date: _____





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The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission. (SF94-5-18) (Mandatory 1-19)

# SQUARE FOOTAGE DISCLOSURE
## (Residential)

This disclosure is made to Buyer and Seller pursuant to the requirements of the Colorado Real Estate Commission and applies to improved residential real estate. Check applicable boxes below.

Property Address: ***10570 County Road 53, Hartsel, CO 80449***

**1. Licensee Measurement**

Listing Licensee ☐ **Has** ☐ **Has Not** measured the square footage of the residence according to the following standard, methodology or manner:

| Standard/Methodology/Manner | Date Measured | Square Footage |
|---|---|---|
| ☐ Exterior measurement | ***n/a*** | ***n/a*** |
| ☐ FHA | ***n/a*** | ***n/a*** |
| ☐ ANSI | ***n/a*** | ***n/a*** |
| ☐ Local standard ***n/a*** | ***n/a*** | ***n/a*** |
| ☐ Other ***n/a*** | ***n/a*** | ***n/a*** |

**2. Other Source of Measurement** :

Listing Licensee ☒ **Is** ☐ **Is Not** providing information on square footage of the residence from another source(s) as indicated below:

| Source of Square Footage Information | Date | Square Footage |
|---|---|---|
| ☐ Prior appraisal (Date of document) | ***n/a*** | ***n/a*** |
| ☐ Building plans (Date of document) | ***n/a*** | ***n/a*** |
| ☒ Assessor's office (Date obtained) | ***02/04/2026*** | ***3840*** |
| ☐ Other ***n/a*** | ***n/a*** | ***n/a*** |

Measurement may not be exact and is for the purpose of marketing ONLY. Measurement is not for loan, valuation or other purposes. **If exact square footage is a concern, the property should be independently measured.**

Buyer and Seller are advised to verify this information. Any independent measurement or investigation should be completed by Buyer on or before any applicable deadline in the contract.

_____ Date: _____
Broker: ***Bonnie Grant***

The undersigned acknowledge receipt of this disclosure.

_____ Date: _____
Seller: ***Mark Clifford Rudolph***

_____ Date: _____
Seller: ***Norman Rudolph***

_____ Date: _____



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RESOLUTION NO. R2026-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING THE ACQUISITION OF REAL PROPERTY IN THE AMOUNT OF $650,000 FOR THE WILD HORSE SOUTH RESERVOIR PROJECT

WHEREAS, the City of Aurora, Colorado ("City"), desires to acquire certain real property in Park County, Colorado, necessary for the Wild Horse South Reservoir Project ("Project"); and

WHEREAS, the owners of 10570 County Road 53 approached Aurora Water to purchase their property that contains a single-family residence, which can be used as a field office during construction of the Project (the "Property"); and

WHEREAS, City staff has negotiated a Contract to Buy and Sell Real Estate with said owners for the Property in the amount of $650,000, plus incidentals and closing costs; and

WHEREAS, the City desires to purchase the Property and Seller desires to sell the Property subject to the terms and conditions stated in the Contract to Buy and Sell Real Estate; and

WHEREAS, pursuant to Colorado Revised Statute Section 31-15-101(d), the City has the authority to acquire, hold, lease, and dispose of property, both real and personal; and

WHEREAS, pursuant to City Code Section 2-62(b), the City Manager has authority to approve and execute, on behalf of the City, each contract for the acquisition, lease, or rental of real property; and

WHEREAS, all property acquisitions of $500,000 or more must be approved by formal City Council action (Administrative Policy Memorandum No. 4-14); and

WHEREAS, the City Council of the City of Aurora finds and determines that it is in the best interest of the City and its citizens to authorize the purchase of the Property for the Project.

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

Section 1. The acquisition of certain real property in the amount of $650,000 for the Wild Horse South Reservoir Project is hereby approved.

Section 2. The Mayor, his designee, and the City Clerk are hereby authorized to execute and deliver the Bargain and Sale Deed on behalf of the City in substantially the form presented at this meeting with such technical additions, deletions, and variations as the City Attorney may deem necessary or appropriate and not inconsistent with this Resolution.

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

RESOLVED AND PASSED this ____ day of _____, 2026.

_____
MIKE COFFMAN, Mayor

ATTEST:

_____
KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

PETER A. SCHULTE, City Attorney

RLA
Michelle Gardner
MICHELLE GARDNER, Sr. Assistant City Attorney

# CITY OF AURORA
## Council Agenda Commentary

| |
|---|
| **Item Title:** Aurora Public Schools (APS) Cooperation Agreement for 13th Avenue Station Urban Renewal Area |
| **Item Initiator:** Jennifer Orozco, Senior Redevelopment Project Manager, Planning and Business Development |
| **Staff Source/Legal Source:** Jennifer Orozco, Senior Redevelopment Project Manager, Planning and Business Development / Rachel Allen, Deputy City Attorney – Development & Natural Resources |
| **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:** 3/9/2026

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

**Item requires a Public Hearing:** ☐ Yes ☒ No

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

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

R2026-16 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO EXPRESSING THE AURORA CITY COUNCIL'S APPROVAL OF A COOPERATION AGREEMENT BY AND BETWEEN THE AURORA URBAN RENEWAL AUTHORITY, THE CITY OF AURORA, AND AURORA PUBLIC SCHOOLS, REGARDING TAX INCREMENT REVENUES GENERATED IN TWO TAX INCREMENT FINANCING AREAS WITHIN THE 13TH AVENUE STATION URBAN RENEWAL AREA
Jennifer Orozco, Senior Redevelopment Project Manager, Planning and Business Development / Rachel Allen, Deputy City Attorney

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

☐ Approve Item and Move Forward to Study Session

☐ Approve Item and Move Forward to Regular Meeting

☐ Information Only

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

☐ Approve Item as Proposed at Policy Committee

☒ Approve Item as Proposed at Study Session

☒ Approve Item as Proposed at Regular Meeting

**PREVIOUS ACTIONS OR REVIEWS:**

**Policy Committee Name:** N/A

**Policy Committee Date:** N/A

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

☐ Recommends Approval

☐ Does Not Recommend Approval

☐ Forwarded Without Recommendation

☐ Minutes Not Available

☐ Minutes Attached

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

The city has long-envisioned the transformation of the 13th Avenue Station area into a multifaceted neighborhood with diverse transit-oriented housing choices. By taking the lead in planning and securing financing for the extension of Dillon Way and a multimodal bridge crossing of Tollgate Creek, the city is addressing long-standing access challenges and seeking to enable the construction of a significant concentration of workforce and affordable/mixed-income housing. Depending on final site plan designs, the 13th Avenue Station area could provide over 900 total infill housing units on two sites: 1) 500+ workforce apartments and rental townhomes to be privately developed south of Tollgate Creek, and 2) up to 430 affordable/mixed income units in a variety of configurations on RTD property north of Tollgate Creek.

In 2024 the city was awarded $4 million in grant funding from Colorado's Department of Local Affairs (DOLA). Both grants support infrastructure for affordable housing. In January 2025 AURA and Council approved a Loan Agreement (AURA R2025-01 and R2025-08) whereby AURA loaned $5 million to the city for the 13th Avenue Station Area infrastructure construction and grant administration. The preliminary bridge cost estimate was $8+ million and staff recommended that the AURA loan be repaid with tax increment financing (TIF) revenues from the proposed 13th Avenue Station Urban Renewal Area.

On March 10, 2025, Council reviewed a conditions survey that identified the presence of six blight factors, conducted a public hearing, and declared the 13th Avenue Station Area blighted and appropriate for urban renewal (Ordinance 2025-21). In spring 2025 staff drafted the 13th Avenue Station Urban Renewal Plan (Plan) and prepared the required Impact Reports for Arapahoe County, Aurora Public Schools, and Mile High Flood District. Positive negotiations with the taxing entities in summer 2025 yielded draft cooperation agreements and the taxing jurisdictions' concurrence with the Plan. As required by Statute, the Plan was shared with the Planning and Zoning Commission on October 22, 2025 and the Commission found that the Plan is in conformance with the general plan for development of the municipality as a whole.

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

The primary purpose of the proposed 13th Avenue Station Urban Renewal Plan (Plan) is to facilitate residential transit-oriented development (TOD) on the vacant and underutilized land surrounding the 13th Avenue Station. With the proposed 13th Avenue Station Urban Renewal Area and associated TIF areas, the city and AURA are seeking to use incremental tax revenues to assist with funding the infrastructure necessary to develop a significant concentration of new workforce and affordable housing units at a strategic light rail station location along Aurora's R line. Without the city and Authority's efforts to overcome the infrastructure challenges, the land at 13th Avenue Station will remain vacant and underutilized.

The Plan delineates two tax increment financing (TIF) areas within the urban renewal area (URA): TIF 1 for private property south of Tollgate Creek, currently owned by Bach Homes; and TIF 2 for the RTD property north of Tollgate Creek. The available incremental revenues include:

- 100% of city taxes: property tax, use tax, sales tax, and lodger's tax (if any; retail and lodging uses are not currently planned)
- 100% of Mile High Flood District property tax
- 70% of Aurora Public Schools (APS) property tax
- 65% of Arapahoe County property tax

Current projections suggest that the TIF revenue will be sufficient to repay the $5 million loan (that is providing the matching funds for the two DOLA grants) over the 25-year life of the TIF areas. Any excess revenue, if any, may be used to support possible cost increases for the Dillon Way extension/bridge, other public improvements in

the Plan area, the affordable housing developments on the RTD property, and/or the construction of a neighborhood park west of the RTD tracks and station plaforms.

Per negotiations with the taxing jurisdictions, simultaneously with the Plan adoption, the city and AURA will execute Cooperation Agreements which call for the return of portions of property tax revenues to the partnering entities: share-backs of 30% for APS and 35% for Arapahoe County.

Approval of the resolution attached to this agenda item signifies Council approval of the attached Cooperation Agreement with APS, memorializing a 70% commitment of APS-derived property tax increment to AURA for implementation of the 13th Avenue Station Urban Renewal Plan. The Cooperation Agreement also contains a share-back provision, returning 30% of APS-derived property tax increment to APS.

## 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.)*

If Council approves the 13th Avenue Station Urban Renewal Plan, and AURA and Council approve the associated Cooperation Agreements, AURA will to collect incremental property tax, use tax, sales tax, and lodger's tax revenues (if any) from future development occurring during the 25-year life of the TIF areas. Current projections suggest that the TIF revenue will be sufficient to repay the existing $5 million loan from AURA to the city (that is currently providing the matching funds for the two DOLA grants).

With the resolution attached to this agenda item, **Council** is approving a Cooperation Agreement with **APS**, memorializing a 70% commitment of APS-derived property tax increment to AURA for implementation of the 13th Avenue Station Urban Renewal Plan. The remaining 30% of APS-derived property tax increment will be returned to APS.

### 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.)*

Incremental revenues will be used to repay the existing $5 million loan from AURA to the city.

### NON-BUDGETED EXPENDITURE IMPACT

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

N/A

### WORKLOAD IMPACT

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

N/A

## QUESTIONS FOR COUNCIL

Does Council support the resolution approving the Cooperation Agreement with APS?

## LEGAL COMMENTS

Before any urban renewal plan containing any tax allocation provisions that allocates any taxes of any taxing entity other than the municipality may be approved by the municipal governing body, the authority shall notify the board of county commissioners of each county and the governing boards of each other taxing entity whose incremental property tax revenues would be allocated under such proposed plan. Representatives of the authority and the governing body of each taxing entity shall then meet and attempt to negotiate an agreement governing the sharing of incremental property tax revenue allocated to the special fund of the authority. The agreement must address, without limitation, estimated impacts of the urban renewal plan on county or district services associated solely with the urban renewal plan. The agreement may be entered into separately among the authority and each such taxing entity, or through a joint agreement among the authority and any taxing entity that has chosen to enter that agreement. Any such shared incremental tax revenues governed by any agreement are limited to all or any portion of the incremental revenue generated by the taxes levied upon taxable property by the taxing entity within the area covered by the urban renewal plan in addition to any incremental sales tax revenues generated within the area covered by the urban renewal plan by the imposition of the sales tax of the municipality and, at the option of any other taxing entity levying a sales tax in the area covered by the urban renewal plan, any incremental sales tax revenues of such other taxing entity that are included within the agreement. (C.R.S. Section 31-25-107(9.5)). (Allen)

RESOLUTION NO. R2026- ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO EXPRESSING THE AURORA CITY COUNCIL'S APPROVAL OF A COOPERATION AGREEMENT BY AND BETWEEN THE AURORA URBAN RENEWAL AUTHORITY, THE CITY OF AURORA, AND AURORA PUBLIC SCHOOLS, REGARDING TAX INCREMENT REVENUES GENERATED IN TWO TAX INCREMENT FINANCING AREAS WITHIN THE 13TH AVENUE STATION URBAN RENEWAL AREA

WHEREAS, pursuant to the Colorado Urban Renewal Law, Section 31-25-101, et seq., C.R.S. (the "Act"), the City Council of the City formed the Authority by the adoption of Resolution No. 81-92; and

WHEREAS, pursuant to the Act, the City Council of the City is considering adoption of the 13th Avenue Station Urban Renewal Plan ("Plan") creating two Tax Increment Financing areas; and

WHEREAS, Aurora Public Schools is a taxing entity whose boundary includes real property within the boundary of the Authority; and

WHEREAS, C.R.S. 31-25-107(9.5) requires approval of a Cooperation Agreement in order for the Plan to be approved; and

WHEREAS, the Act authorizes, and the Urban Renewal Plan provides, for the use of tax increment financing by the Authority to assist with projects contemplated by the Urban Renewal Plan; and

WHEREAS, the Parties desire to enter into this Agreement consistent with the Act, and to satisfy the requirements of C.R.S. 31-25-107(9.5).

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

Section 1. The Cooperation Agreement between the Aurora Urban Renewal Authority, the City of Aurora, and Aurora Public Schools regarding the sharing of incremental property tax revenue otherwise allocated to the special fund of the Authority pursuant to the Act and to comply with the requirements of C.R.S. Section 31-25-107(9.5), is hereby approved.

Section 2. The Mayor and City Clerk are hereby authorized to execute the attached Cooperation 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 _____, 2026.

_____
MIKE COFFMAN, Mayor

ATTEST:

_____
KADEE RODRIGUEZ, City Clerk

PETER A. SCHULTE, CITY ATTORNEY

By: _____
RACHEL ALLEN, Deputy City Attorney

**AGREEMENT BY AND BETWEEN THE AURORA URBAN RENEWAL AUTHORITY, THE CITY OF AURORA, AND AURORA PUBLIC SCHOOLS**

This **AGREEMENT** (the "Agreement") is entered into by and among the **AURORA URBAN RENEWAL AUTHORITY** (the "Authority"), an urban renewal authority and body corporate and politic of the State of Colorado, the **CITY OF AURORA** ("City"), a home rule municipal corporation of the State of Colorado, and **AURORA PUBLIC SCHOOLS** ("APS"), a political subdivision of the State of Colorado (individually a "Party" and collectively the "Parties").

**RECITALS**

**WHEREAS**, pursuant to the Colorado Urban Renewal Law, § 31-25-101, *et seq.*, C.R.S. (the "Act"), the City Council of the City formed the Authority by the adoption of Resolution No. 81-92;

**WHEREAS**, pursuant to the Act, the City Council of the City is considering adoption of an amendment to the urban renewal plan known as the 13th Avenue Station Urban Renewal Plan;

**WHEREAS**, APS is a taxing entity whose boundary includes real property within the boundary of the Authority;

**WHEREAS**, the Act authorizes, and the Plan will provide, for the use of tax increment financing by the Authority to assist with the development of projects subject to approval of an agreement between the Authority and a property owner or developer; and

**WHEREAS**, the Parties desire to enter into this Agreement consistent with the Act, and to satisfy the requirements of C.R.S. §31-25-107(9.5).

**AGREEMENT**

**NOW THEREFORE**, in consideration of the foregoing Recitals, which are incorporated herein, the mutual covenants and promises set forth herein, and other good and valuable consideration, the receipt of sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Purpose. The purpose of this Agreement is to memorialize the Agreement between APS, the City and the Authority regarding the sharing of incremental property tax revenue otherwise allocated to the special fund of the Authority pursuant to the Act.

2. Receipt of Impact Report and Urban Renewal Plan. APS acknowledges the City and the Authority have provided APS with an impact report titled: *Impact Report for 13th Avenue Station* and a copy of the proposed 13th Avenue Station Urban Renewal Plan.

3. APS TIF Shareback. The Parties agree that AURA shall retain and remit to APS on an annual basis thirty percent (30%) of the incremental property tax revenue derived from APS's mill levy within Tax Increment Finance Areas 1 and 2 (TIF#s 1 and 2) of the 13th Avenue

Urban Renewal Plan Area (the "Plan Area") pursuant to C.R.S. § 31-25-107(9.5) (the "TIF Shareback"). APS hereby determines that by approval of this Agreement, it has determined that no negative impacts will be borne by APS through the implementation of the Plan and tax increment financing other than those impacts that are addressed by the TIF Shareback herein. APS therefore expressly waives its rights under C.R.S. § 31-25-107(9.5) to a sharing of any property tax increment generated within the Plan Area under than the TIF Shareback set forth in this Agreement. APS further agrees that this Agreement encompasses APS's participation in any incremental property tax allocation sharing by APS (above APS's share of property tax base), and that APS has received all notices associated therewith.

4. No Contest. APS, as an entity, will not formally or legally object to the adoption of the Plan, the description of the Plan Area set forth therein or any urban renewal undertakings or activities within the Plan Area.

5. Term, Termination. The term of this Agreement shall commence on the date of mutual execution of this Agreement by the Parties and shall run for a term of 25 years following the formal adoption of a Plan unless terminated earlier due to the termination of the Plan.

6. Modification. This Agreement may not be amended, modified, or changed, in whole or in part without a written agreement executed by the Parties.

7. Assignment. No Party shall assign this Agreement or any interest hereunder in whole or in part, without the prior written consent of each of the other Parties. Any assignment attempted without the prior written consent of all Parties hereto, which consent shall not be unreasonably withheld, shall be deemed void, and of no force or effect.

8. 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 any 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 service, upon receipt in the United States' mail, first-class postage prepaid, addressed as follows:

To APS:

Aurora Public Schools
Educational Services Center 1
15701 E. 1st Avenue, Suite 206
Aurora, CO 80011
Attn: Josh Hensley, Planning Coordinator

To the City:

City Attorney's Office
City of Aurora
15151 E. Alameda Parkway, Ste. 5300
Aurora, CO 80012
Attn: Rachel Allen, Client Services Manager

To the Authority:

Aurora Urban Renewal Authority 15151 E. Alameda Parkway,
Ste. 230 Aurora, CO 80012
Attn: Manager of Urban Renewal and Redevelopment

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

9. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and together shall constitute one and the same instrument.

10. Binding Agreement. This Agreement shall inure to and be binding on the administrator, successors, and permitted assigns of the Parties hereto.

11. Entire Agreement. This Agreement constitutes the complete and exclusive statement of the agreement of the Parties with respect to the subject matter of this Agreement and supersedes all prior oral and written proposals, negotiations, representations, promises, agreements, warranties or understandings concerning such subject matter.

12. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall nonetheless remain in full force and effect.

13. Governmental Immunity. Nothing in this Agreement shall be construed as a waiver of the rights and privileges of the Parties pursuant to the Colorado Governmental Immunity Act, § 24-10-101, *et seq.*, C.R.S., as the same may be amended from time to time.

14. Authority to Enter into Agreement. Each Party hereby confirms it is lawfully authorized to enter into this Agreement, has received legal counsel and advice as to the legal effect of this Agreement, and has taken all steps necessary to authorize the execution of the Agreement by the respective signatories below.

**[The remainder of this page if left intentionally blank. Signature page follows.]**

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement as of the day and year first above written.

**CITY OF AURORA**, a municipal corporation of the State of Colorado:

_____
MIKE COFFMAN, Mayor

ATTEST:

_____

APPROVED AS TO FORM:

_____
City Attorney Peter A. Schulte
by Rachel Allen, Authority Counsel

**AURORA URBAN RENEWAL AUTHORITY**: an urban renewal authority and body corporate and politic of the State of Colorado

_____
Chair

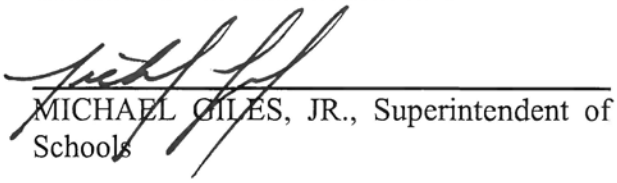
ATTEST:

_____

APPROVED AS TO FORM:

_____
Authority Attorney

**AURORA PUBLIC SCHOOLS**



MICHAEL GILES, JR., Superintendent of Schools

APPROVED AS TO FORM:

_____

School District Attorney

# CITY OF AURORA
## Council Agenda Commentary

| |
|---|
| **Item Title:** Arapahoe County Cooperation Agreement for 13th Avenue Station Urban Renewal Area |
| **Item Initiator:** Jennifer Orozco, Senior Redevelopment Project Manager, Planning and Business Development |
| **Staff Source/Legal Source:** Jennifer Orozco, Senior Redevelopment Project Manager, Planning and Business Development / Rachel Allen, Deputy City Attorney |
| **Outside Speaker:** N/A |
| **Strategic Outcome:** Economically Strong: Building a conducive development climate, a diverse mix of industries and housing options, and fostering economic growth so that our community thrives and remains resilient. |

**COUNCIL MEETING DATES:**

**Study Session:** N/A

**Regular Meeting:** 3/9/2026

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

**Item requires a Public Hearing:** ☐ Yes ☒ No

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

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

R2026-17 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO EXPRESSING THE AURORA CITY COUNCIL'S APPROVAL OF A COOPERATION AGREEMENT BY AND BETWEEN THE AURORA URBAN RENEWAL AUTHORITY, THE CITY OF AURORA, AND ARAPAHOE COUNTY, REGARDING TAX INCREMENT REVENUES GENERATED IN TWO TAX INCREMENT FINANCING AREAS WITHIN THE 13TH AVENUE STATION URBAN RENEWAL AREA
Jennifer Orozco, Senior Redevelopment Project Manager, Planning and Business Development / Rachel Allen, Deputy City Attorney

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

☐ Approve Item and Move Forward to Study Session

☐ Approve Item and Move Forward to Regular Meeting

☐ Information Only

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

☐ Approve Item as Proposed at Policy Committee

☒ Approve Item as Proposed at Study Session

☒ Approve Item as Proposed at Regular Meeting

**PREVIOUS ACTIONS OR REVIEWS:**

**Policy Committee Name:** N/A

**Policy Committee Date:** N/A

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

☐ Recommends Approval

☐ Does Not Recommend Approval

☐ Forwarded Without Recommendation

☐ Minutes Not Available

☐ Minutes Attached

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

The city has long-envisioned the transformation of the 13th Avenue Station area into a multifaceted neighborhood with diverse transit-oriented housing choices. By taking the lead in planning and securing financing for the extension of Dillon Way and a multimodal bridge crossing of Tollgate Creek, the city is addressing long-standing access challenges and seeking to enable the construction of a significant concentration of workforce and affordable/mixed-income housing. Depending on final site plan designs, the 13th Avenue Station area could provide over 900 total infill housing units on two sites: 1) 500+ workforce apartments and rental townhomes to be privately developed south of Tollgate Creek, and 2) up to 430 affordable/mixed income units in a variety of configurations on RTD property north of Tollgate Creek.

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On March 10, 2025, Council reviewed a conditions survey that identified the presence of six blight factors, conducted a public hearing, and declared the 13th Avenue Station Area blighted and appropriate for urban renewal (Ordinance 2025-21). In spring 2025 staff drafted the 13th Avenue Station Urban Renewal Plan (Plan) and prepared the required Impact Reports for Arapahoe County, Aurora Public Schools, and Mile High Flood District. Positive negotiations with the taxing entities in summer 2025 yielded draft cooperation agreements and the taxing jurisdictions' concurrence with the Plan. As required by Statute, the Plan was shared with the Planning and Zoning Commission on October 22, 2025 and the Commission found that the Plan is in conformance with the general plan for development of the municipality as a whole.

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

The primary purpose of the proposed 13th Avenue Station Urban Renewal Plan (Plan) is to facilitate residential transit-oriented development (TOD) on the vacant and underutilized land surrounding the 13th Avenue Station. With the proposed 13th Avenue Station Urban Renewal Area and associated TIF areas, the city and AURA are seeking to use incremental tax revenues to assist with funding the infrastructure necessary to develop a significant concentration of new workforce and affordable housing units at a strategic light rail station location along Aurora's R line. Without the city and Authority's efforts to overcome the infrastructure challenges, the land at 13th Avenue Station will remain vacant and underutilized.

The Plan delineates two tax increment financing (TIF) areas within the urban renewal area (URA): TIF 1 for private property south of Tollgate Creek, currently owned by Bach Homes; and TIF 2 for the RTD property north of Tollgate Creek. The available incremental revenues include:

- 100% of city taxes: property tax, use tax, sales tax, and lodger's tax (if any; retail and lodging uses are not currently planned)
- 100% of Mile High Flood District property tax
- 70% of Aurora Public Schools (APS) property tax
- 65% of Arapahoe County property tax

Current projections suggest that the TIF revenue will be sufficient to repay the $5 million loan (that is providing the matching funds for the two DOLA grants) over the 25-year life of the TIF areas. Any excess revenue, if any, may be used to support possible cost increases for the Dillon Way extension/bridge, other public improvements in

the Plan area, the affordable housing developments on the RTD property, and/or the construction of a neighborhood park west of the RTD tracks and station plaforms.

Per negotiations with the taxing jurisdictions, simultaneously with the Plan adoption, the city and AURA will execute Cooperation Agreements which call for the return of portions of property tax revenues to the partnering entities: share-backs of 30% for APS and 35% for Arapahoe County.

Approval of the resolution attached to this agenda item signifies Council approval of the attached Cooperation Agreement with Arapahoe County, memorializing a 65% commitment of county-derived property tax increment to AURA for implementation of the 13th Avenue Station Urban Renewal Plan. The Cooperation Agreement also contains a share-back provision, returning 35% of county-derived property tax increment to Arapahoe County. Further, the agreement indicates that the County may apply to the State for 18 of the Proposition 123 credits for any qualifying one-bedroom affordable housing units built within the Plan Area. All remaining Proposition 123 credits (potentially 400+) would be available to Aurora.

## 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.)*

If Council approves the 13th Avenue Station Urban Renewal Plan, and AURA and Council approve the associated Cooperation Agreements, AURA will to collect incremental property tax, use tax, sales tax, and lodger's tax revenues (if any) from future development occurring during the 25-year life of the TIF areas. Current projections suggest that the TIF revenue will be sufficient to repay the existing $5 million loan from AURA to the city (that is currently providing the matching funds for the two DOLA grants).

With the resolution attached to this agenda item, **Council** is approving a Cooperation Agreement with **Arapahoe County**, memorializing a 65% commitment of county-derived property tax increment to AURA for implementation of the 13th Avenue Station Urban Renewal Plan. The remaining 35% of county-derived property tax increment will be returned to Arapahoe County.

**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.)*

Incremental revenues will be used to repay the existing $5 million loan from AURA to the city.

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

N/A

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

N/A

## QUESTIONS FOR COUNCIL

Does the Council support the resolution approving the Cooperation Agreement with Arapahoe County?

## LEGAL COMMENTS

Before any urban renewal plan containing any tax allocation provisions that allocates any taxes of any taxing entity other than the municipality may be approved by the municipal governing body, the authority shall notify the board of county commissioners of each county and the governing boards of each other taxing entity whose incremental property tax revenues would be allocated under such proposed plan. Representatives of the authority and the governing body of each taxing entity shall then meet and attempt to negotiate an agreement governing the sharing of incremental property tax revenue allocated to the special fund of the authority. The agreement must address, without limitation, estimated impacts of the urban renewal plan on county or district services associated solely with the urban renewal plan. The agreement may be entered into separately among the authority and each such taxing entity, or through a joint agreement among the authority and any taxing entity that has chosen to enter that agreement. Any such shared incremental tax revenues governed by any agreement are limited to all or any portion of the incremental revenue generated by the taxes levied upon taxable property by the taxing entity within the area covered by the urban renewal plan in addition to any incremental sales tax revenues generated within the area covered by the urban renewal plan by the imposition of the sales tax of the municipality and, at the option of any other taxing entity levying a sales tax in the area covered by the urban renewal plan, any incremental sales tax revenues of such other taxing entity that are included within the agreement. (C.R.S. Section 31-25-107(9.5)). (Allen)

RESOLUTION NO. R2026- ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO EXPRESSING THE AURORA CITY COUNCIL'S APPROVAL OF A COOPERATION AGREEMENT BY AND BETWEEN THE AURORA URBAN RENEWAL AUTHORITY, THE CITY OF AURORA, AND ARAPAHOE COUNTY, REGARDING TAX INCREMENT REVENUES GENERATED IN TWO TAX INCREMENT FINANCING AREAS WITHIN THE 13TH AVENUE STATION URBAN RENEWAL AREA

WHEREAS, pursuant to the Colorado Urban Renewal Law, Section 31-25-101, et seq., C.R.S. (the "Act"), the City Council of the City formed the Authority by the adoption of Resolution No. 81-92; and

WHEREAS, pursuant to the Act, the City Council of the City is considering adoption of the 13th Avenue Station Urban Renewal Plan ("Plan") creating two Tax Increment Financing areas; and

WHEREAS, Arapahoe County is a taxing entity whose boundary includes real property within the boundary of the Authority; and

WHEREAS, C.R.S. 31-25-107(9.5) requires approval of a Cooperation Agreement in order for the Plan to be approved; and

WHEREAS, the Act authorizes, and the Urban Renewal Plan provides, for the use of tax increment financing by the Authority to assist with projects contemplated by the Urban Renewal Plan; and

WHEREAS, the Parties desire to enter into this Agreement consistent with the Act, and to satisfy the requirements of C.R.S. 31-25-107(9.5).

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

Section 1. The Cooperation Agreement between the Aurora Urban Renewal Authority, the City of Aurora, and Arapahoe County regarding the sharing of incremental property tax revenue otherwise allocated to the special fund of the Authority pursuant to the Act and to comply with the requirements of C.R.S. Section 31-25-107(9.5), is hereby approved.

Section 2. The Mayor and City Clerk are hereby authorized to execute the attached Cooperation 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 _____, 2026.

_____
MIKE COFFMAN, Mayor

ATTEST:

_____
KADEE RODRIGUEZ, City Clerk

PETER A. SCHULTE, CITY ATTORNEY

By: _____
RACHEL ALLEN, Deputy City Attorney

**AGREEMENT BY AND BETWEEN THE AURORA URBAN RENEWAL AUTHORITY, THE CITY OF AURORA, AND THE BOARD OF COUNTY COMMISSIONERS OF ARAPAHOE COUNTY**

This **AGREEMENT** ("Agreement") is entered into by and among the **AURORA URBAN RENEWAL AUTHORITY** (the "Authority"), an urban renewal authority and body corporate and politic of the State of Colorado, the **CITY OF AURORA** ("City"), a home rule municipal corporation of the State of Colorado, and the **BOARD OF COUNTY COMMISSIONERS OF ARAPAHOE COUNTY, COLORADO** (the "County"), a political subdivision of the State of Colorado (individually a "Party" and collectively the "Parties").

**RECITALS**

**WHEREAS**, pursuant to the Colorado Urban Renewal Law, § 31-25-101, *et seq.*, C.R.S. (the "Act"), the City Council of the City formed the Authority by the adoption of Resolution No. 81-92;

**WHEREAS**, pursuant to the Act, the City Council of the City is considering adoption of an amendment to the urban renewal plan known as the 13th Avenue Station Urban Renewal Plan;

**WHEREAS**, the County is a taxing entity whose boundary includes real property within the boundary of the Authority;

**WHEREAS**, the Act authorizes, and the Plan will provide, for the use of tax increment financing by the Authority to assist with the development of projects subject to approval of an agreement between the Authority and a property owner or developer; and

**WHEREAS**, the Parties desire to enter into this Agreement consistent with the Act, and to satisfy the requirements of C.R.S. §31-25-107(9.5).

**AGREEMENT**

**NOW THEREFORE**, in consideration of the foregoing Recitals, which are incorporated herein, the mutual covenants and promises set forth herein, and other good and valuable consideration, the receipt of sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Purpose. The purpose of this Agreement is to memorialize the Agreement between the County, the City and the Authority regarding the sharing of incremental property tax revenue otherwise allocated to the special fund of the Authority pursuant to the Act.

2. Receipt of Impact Report and Urban Renewal Plan. The County acknowledges the City and the Authority have provided the County with an impact report titled: *Impact Report for 13th Avenue Station* and a copy of the proposed 13th Avenue Station Urban Renewal Plan.

3. County TIF Shareback. The Parties agree that the County shall retain for the benefit of the County thirty-five percent (35%) of the incremental property tax revenue derived from the County's mill levy within Tax Increment Finance Areas 1 and 2 (TIF#s 1 and 2) of the 13th Avenue

Urban Renewal Plan Area (the "Plan Area") pursuant to C.R.S. § 31-25-107(9.5) (the "TIF Shareback"). The Parties further agree that the TIF Shareback is reasonable based on the nature of the project, the nature and size of the revenues, and the benefits expected from the implementation of the plan, and that the Authority may retain and expend in furtherance of the Plan, sixty-five percent (65%) of the incremental property tax revenue derived from the County's mill levy within TIF#s 1 and 2 of the Plan Area pursuant to C.R.S. § 31-25-107(9.5).

4. Developmental Disability Mill Levy. The Parties agree that the County's Developmental Disability Mill Levy is not subject to the provisions of section 3. of this Agreement, and, further, that no portion of the revenues derived from the Developmental Disability Mill Levy within the Plan Area shall be allocated to the Authority through tax increment financing, so that the County shall at all times retain and spend one hundred percent (100%) of property tax revenues from the Developmental Disability Mill Levy within the Plan Area, and the Authority shall retain and spend zero percent (0%) of property tax revenues from the County's Developmental Disability Mill Levy within the Plan Area, including any base or incremental property tax revenues.

5. Proposition 123 Credits. The Parties agree that the County shall be eligible to receive credits from the State, towards its Proposition 123 (Title 29, Article 32 of the Colorado Revised Statutes) affordable housing unit commitment. The Parties agree the County may apply to the State for 18 of the qualifying one-bedroom affordable housing units Proposition 123 credits built within the Plan Area. The 18 units shall be identified in the IGA between Arapahoe County and the City's Housing and Community Services Department that is required to be submitted to the State along with the necessary supporting documentation. If the City does not issue building permits for a total of 18 qualifying one-bedroom affordable housing units within the Plan Area by the end of 2033, then the Parties will use their best efforts to provide units eligible for credits from another area within the City as necessary for the County to be able to apply Proposition 123 credits for a total of 18 qualifying one-bedroom affordable housing units. The City and the Authority shall provide such information and documentation as may be needed by the County to satisfy any reporting requirements related to the Proposition 123 credits.

6. No Contest. The County, as an entity, will not formally or legally object to the adoption of the Plan, the description of the Plan Area set forth therein or any urban renewal undertakings or activities within the Plan Area.

7. Term, Termination. The term of this Agreement shall commence on the date of mutual execution of this Agreement by the Parties and shall run for a term of 25 years following the formal adoption of a Plan unless terminated earlier due to the termination of the Plan.

8. Modification. This Agreement may not be amended, modified, or changed, in whole or in part without a written agreement executed by the Parties.

9. Assignment. No Party shall assign this Agreement or any interest hereunder in whole or in part, without the prior written consent of each of the other Parties. Any assignment attempted without the prior written consent of all Parties hereto, which consent shall not be unreasonably withheld, shall be deemed void, and of no force or effect.

10. 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 any 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 service, upon receipt in the United States' mail, first-class postage prepaid, addressed as follows:

To the County:

To the City:

Planning and Business Development Division
City of Aurora
15151 E. Alameda Parkway, Ste. 230
Aurora, CO 80012

To the Authority:

Aurora Urban Renewal Authority
15151 E. Alameda Parkway, Ste. 230
Aurora, CO 80012

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

11. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and together shall constitute one and the same instrument.

12. Binding Agreement. This Agreement shall inure to and be binding on the administrator, successors, and permitted assigns of the Parties hereto.

13. Entire Agreement. This Agreement constitutes the complete and exclusive statement of the agreement of the Parties with respect to the subject matter of this Agreement and supersedes all prior oral and written proposals, negotiations, representations, promises, agreements, warranties or understandings concerning such subject matter.

14. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall nonetheless remain in full force and effect.

15. Governmental Immunity. Nothing in this Agreement shall be construed as a waiver of the rights and privileges of the Parties pursuant to the Colorado Governmental Immunity Act, § 24-10-101, *et seq.*, C.R.S., as the same may be amended from time to time.

16. Authority to Enter into Agreement. Each Party hereby confirms it is lawfully authorized to enter into this Agreement, has received legal counsel and advice as to the legal effect of this Agreement, and has taken all steps necessary to authorize the execution of the Agreement by the respective signatories below.

**[The remainder of this page if left intentionally blank. Signature page follows.]**

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement.

**CITY OF AURORA**, a municipal corporation of the State of Colorado:

_____
Mayor

ATTEST:

_____

APPROVED AS TO FORM:

_____
City Attorney Peter A. Schulte
By Rachel Allen, Deputy City Attorney

**AURORA URBAN RENEWAL AUTHORITY**: an urban renewal authority and body corporate and politic of the State of Colorado

_____
Chair

ATTEST:

_____

APPROVED AS TO FORM:

_____
Authority Attorney

**BOARD OF COUNTY COMMISSIONERS, ARAPAHOE COUNTY**, a municipal corporation and political subdivision of the State of Colorado:

_____
Chair

ATTEST:

_____

APPROVED AS TO FORM:

_____
County Attorney

# CITY OF AURORA
## Council Agenda Commentary

| |
|---|
| **Item Title:** Departement of Local Affairs (DOLA) Amended Agreement for Aurora Regional Navigation Campus Tenancy Support Services |
| **Item Initiator:** Stephanie Keiper, Manager of Homelessness and Behavioral Health, Housing and Community Services |
| **Staff Source/Legal Source:** Stephanie Keiper, Manager of Homelessness and Behavioral Health, Housing and Community Services /Andrea Wood, Assistant City Attorney |
| **Outside Speaker:** N/A |
| **Strategic Outcome:** Well-Managed: High performing organization, committed to great customer service, innovation, continuous improvement, fiscal stewardship, and maintaining critical infrastructure. |

**COUNCIL MEETING DATES:**

**Study Session:** N/A

**Regular Meeting:** 3/9/2026

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

**Item requires a Public Hearing:** ☐ Yes ☒ No

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

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

R2026-18 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, RATIFYING AND APPROVING AN AMENDED AGREEMENT WITH THE COLORADO DEPARTMENT OF LOCAL AFFAIRS FOR TENANCY SUPPORT SERVICES AT THE AURORA REGIONAL NAVIGATION CAMPUS
Stephanie Keiper, Manager of Homelessness and Behavioral Health, Housing and Community Service / Andrea Wood, Assistant City Attorney

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

☐ Approve Item and Move Forward to Study Session

☒ Approve Item and Move Forward to Regular Meeting

☐ Information Only

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

☐ Approve Item as Proposed at Policy Committee

☐ Approve Item as Proposed at Study Session

☐ Approve Item as Proposed at Regular Meeting

**PREVIOUS ACTIONS OR REVIEWS:**

**Policy Committee Name:** N/A

**Policy Committee Date:** N/A

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

☐ Recommends Approval ☐ Does Not Recommend Approval

☐ Forwarded Without Recommendation ☐ Minutes Not Available

☐ Minutes Attached

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

This amended IGA was sent by DOLA to the Mayor for signature, but has not yet received Council approval.

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

This resolution allows Council to approve an amendment to a previously existing IGA which increases the amount of grant funds the City receives and the time in which to use them from DOLA for tenancy support services at the Aurora Navigation Campus.

The amended IGA provides funding for supportive services for voucher holders associated with the Navigation Campus. The supportive services are acase management to support clients in getting housed and then keeping them housed. The City does not directly supply these services, as we contract them out to another agency, the Aurora Housing Authority, who provides those services.

**FISCAL IMPACT**

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

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

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

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

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

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

**QUESTIONS FOR COUNCIL**

Does Council wish to support this resolution?

**LEGAL COMMENTS**

City Council shall act only by ordinance, resolution or motion. All legislative enactments must be in the form of an ordinance; all actions, except as herein provided, may be in the form of Resolutions or motions. (Article 5-1 Aurora City Charter). A resolution may be used for a statement of policy or other matters which are not required to be adopted by ordinance as long as it doesn't include International issues or concerns (Section F, Paragraph 2, Rules of Order and Procedure for the Aurora City Council) (Wood)

# CITY OF AURORA
## Late Submission Approval for Agenda Item

Item Title: A Resolution Approving the DOLA Amended Agreement for Aurora Regional Navigation Campus Tenancy Support Services

Item Initiator: Stephanie Keiper, Manager of Homelessness and Behavioral Health

Staff Source/Legal Source: Stephanie Keiper, Manager of Homelessness and Behavioral Health/Andrea Wood, Assistant City Attorney

Outside Speaker: N/A

Strategic Outcome: Well Managed: High Performing organization, committed to great customer service, innovation, continuous improvement, fiscal stewardship, and maintaining critical infrastructure.

CRITERIA - PLEASE CONSIDER ITEM FOR LATE SUBMISSION FOR THE FOLLOWING REASON:

☒ There is a time-sensitive legal requirement that must be met and cannot be met by a future meeting date

☐ The delay will result in an adverse financial impact to the city

☐ The item is related to a disaster and must be addressed before the next available meeting

COUNCIL MEETING DATES FOR LATE SUBMISSION:

Study Session: N/A

Regular Meeting: 3/9/2026

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

It was discovered that this executed amended agreement was not presented to Council. Council approved the original agreement in July of 2025, then in February of 2026 an amended agreement, increasing the grant amount and time frame, was sent to the Mayor for signature, but was not brought to Council. Because the agreement has already been executed, getting it ratified and approved as soon as possible is important.

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

| | |
|---|---|
| _____ | Jason Batchelor _____ |
| Agenda Item Initiator Name | Late Submission Approver Name (Council Appointee or DCM) |
| _____ | Jason Batchelor 02.25.26 _____ |
| Agenda Item Initiator Signature Date | Late Submission Approver Signature Date |

RESOLUTION NO. R2026- ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, RATIFYING AND APPROVING AN AMENDED AGREEMENT WITH THE COLORADO DEPARTMENT OF LOCAL AFFAIRS FOR TENANCY SUPPORT SERVICES AT THE AURORA REGIONAL NAVIGATION CAMPUS.

WHEREAS, House Bill 22-1377 created a grant program for local governments and nonprofit organizations to enable those entities to make investments and improvements in their communities to address and respond to the needs of individuals experiencing homelessness; and

WHEREAS, tenancy support services (TSS) are housing-related activities and services that support an individual or a household's ability to prepare for and transition to housing and support the individual or household in being a successful tenant in a sustained tenancy housing arrangement; and

WHEREAS, on July 14, 2025, the City Council of the City of Aurora approved by resolution an agreement between the City of Aurora and the Colorado Department of Local Affairs ("DOLA") for the TSS Grant #34611 in the amount of $25,200, for the period of July 1, 2025 through June 30, 2026 (the "Original Agreement"); and

WHEREAS, on February 3, 2026, City staff received from DOLA an amended agreement reflecting a revised award amount of $70,200 and extending the term of the agreement through September 30, 2026 (the "Amended Agreement"); and

WHEREAS, the Amended Agreement was prepared by DOLA and transmitted to City staff for review and then sent by DOLA to the Mayor for signature. An executed copy bearing the Mayor's signature was subsequently provided to City staff; and

WHEREAS, the City Council desires to ratify the Amended Agreement in order to formally approve the revised award amount of $70,200 and the extended term through September 30, 2026.

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

Section 1. The Amended Agreement between the City of Aurora and the Colorado Department of Local Affairs for TSS Grant #34611, increasing the total award amount to $70,200 and extending the term through September 30, 2026, is hereby ratified and 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 part of resolutions of the City in conflict herewith are hereby rescinded.

RESOLVED AND PASSED this _____ day of _____2026.

_____
MIKE COFFMAN, Mayor

ATTEST:

_____
KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

PETER A. SCHULTE, CITY ATTORNEY

By: Andrea Wood
ANDREA WOOD, Assistant City Attorney

Docusign Envelope ID: D2461DAD-CD85-4AAC-9C99-D099BB25DE31



# GRANT AGREEMENT AMENDMENT #1

## SIGNATURE AND COVER PAGE

**State Agency**
Department of Local Affairs,
for the benefit of the Division of Housing
**Grantee**
City of Aurora

**(Previous) Agreement Maximum Amount**
$25,200.00
**(Previous) Agreement Expiration Date**
June 30, 2026
**(Previous) Fund Expenditure End Date**
June 30, 2026

**Original Agreement Encumbrance #**
H6DRNC34611
**Original/Previous CMS #s**
199231
**Amendment CMS #**
202617
**(New) Agreement Maximum Amount**
$70,200.00
**(New) Agreement Expiration**
September 30, 2026
**(New) Fund Expenditure End Date**
September 30, 2026

**THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT**

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

**GRANTEE**
City of Aurora

By: DocuSigned by: Mike Coffman 6BED1A94972549D...
Mike Hoffman, City of Aurora Mayor

Date: 1/31/2026 | 1:27 PM PST

**STATE OF COLORADO**
Jared S. Polis, Governor
**Department of Local Affairs**

By: Signed by: Maulid Miskell 590E1B45E7884A4...
Maria De Cambra, Executive Director

Date: 2/2/2026 | 8:31 AM MST

**STATE CONTROLLER**
**Robert Jaros, CPA, MBA, JD**

By: Signed by: Caleb Vester 1B60C79585F74E7...

Name: Caleb Vester

Title: Accountant III

Amendment Effective Date: 2/2/2026 | 2:51 PM MST

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

Docusign Envelope ID: D2461DAD-CD85-4AAC-9C99-D099BB25DE31

**1. PARTIES**

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

**2. TERMINOLOGY**

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

**3. AMENDMENT EFFECTIVE DATE AND TERM**

A. Amendment Effective Date

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

B. Amendment Term

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

**4. PURPOSE**

To amend the following: extension of the grant term, increase the number of households being served, change to DOLA principal representative, update to agreement language regarding accessibility and federal provisions, change to milestones, and project budget updated to match new agreement award total.

**5. MODIFICATIONS**

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

A. The Agreement Maximum Amount on the Agreement's Cover Page is hereby deleted and replaced with the (New) Agreement Maximum Amount shown on the Signature and Cover Page for this Amendment.

B. The Initial Agreement Expiration Date on the Agreement's Cover Page is hereby deleted and replaced with the (New) Agreement Expiration Date shown on the Signature and Cover Page for this Amendment.

C. The Initial Fund Expenditure End Date table on the Agreement's Cover Page is hereby deleted and replaced with the (New) Fund Expenditure End Date table shown on the Signature and Cover Page for this Amendment.

D. The Agreement Authority on the Agreement's Cover Page is hereby deleted and replaced with:

"Authority for this Agreement arises from §24-32-705 and Colorado House Bill 22-1378. Authority exists in the law and funds have been budgeted, appropriated and otherwise made available pursuant to Section 3206 of the "American Rescue Plan Act of 2021" (the "SLFRF Statute") and a sufficient unencumbered balance thereof remains available for payment and

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the required approvals, clearance, and coordination have been accomplished from and with appropriate agencies. For grant agreements that are 100% General Fund as a result of HB24-1466, all references to federal requirements in the grant agreement template are not applicable."

E. The Principal Representative on the Agreement's Cover Page is hereby deleted and replaced with:

"Tyler Jaeckel, Director
Division of Housing
Department of Local Affairs
1313 Sherman Street, Rm 320
Denver, CO 80203
Tyler.Jaeckel@state.co.us"

F. In the main body of the Grant Agreement, **Section 3, Definitions**, is adding the following as **Subsection H** and moving all remaining definitions down:

**"H.** "Default" means a Breach of Agreement that is not cured within 30 days after the delivery of written notice by the aggrieved Party to the other Party."

G. In the main body of the Grant Agreement, **Section 7, Grantee Records, Subsection D** is hereby deleted and replaced with the following:

**"D. Final Audit Report**
Grantee shall promptly submit to the State a copy of any final audit report of an audit performed on Grantee's records that relates to or affects this Agreement or the Work, whether the audit is conducted by Grantee or a third party."

H. In the main body of the Grant Agreement, **Section 18, General Provisions, Subsection J** is hereby deleted and replaced with the following:

**"J. Jurisdiction and Venue**
[Reserved]."

I. In the main body of the Grant Agreement, **Section 18, General Provisions, Subsection X** is hereby deleted and replaced with the following:

**"X. Accessibility**
**i.** Grantee shall comply with the Accessibility Standards for Individuals with a Disability, as adopted by the Office of Information Technology pursuant to §24-85-103 C.R.S.
**ii.** The State may require Grantee's compliance with the Accessibility Standards for Individuals with a Disability adopted by the Office of Information Technology pursuant to §24-85-103 C.R.S. is determined and tested by a qualified third party selected by the State. The State may ask the Grantee to review the selection of the third party. Grantee shall be responsible for all costs associated with the third-party vendor's assessment. If Grantee is not in compliance as determined by the third-party vendor, at the State's request and at the State's direction, Grantee shall promptly take all necessary actions to come into compliance using a State-approved vendor, at no additional cost to the State."

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J. Exhibit A, Applicable Laws, beginning sentence is hereby deleted and replaced with the following:

"Laws, regulations, and authoritative guidance applicable to this Agreement may include, without limitation:"

K. Exhibit B, Statement of Work, **Section 1, General, Subsection 1.1, Project Description** is hereby deleted in its entirety and replaced with the following:

**"11. Project Description**. To provide Tenancy Support Services ("TSS") to households granted a tenant-based State Housing Voucher ("SHV") according to the parameters of the 2023 Metro-Denver Navigation Campus(es) Request for Applications, and the Grantee's associated application. The award amount is a maximum amount calculated at the rate of $300 per month for each of eighteen (18) actively matched households that may be served through an SHV. A reduction in the number of households participating in the program will reduce the amount of Grant funds available for reimbursement. Grantee shall not refill vacancies without DOH approval, which shall be granted if funds are available. If Grantee fails to draw Grant Funds in accordance with §3.2, DOH may, in its sole discretion, deobligate such unused portion of the remaining Grant Funds."

L. Exhibit B, Statement of Work, **Section 2, Definitions, Subsection 2.11, Harm Reduction** is hereby deleted in its entirety.

M. Exhibit B, Statement of Work, **Section 2, Definitions, Subsection 2.13, Housing First** is hereby deleted in its entirety and replaced with the following:

"**2.12 Housing Focused with Services**. "Housing focused with services" means a homeless assistance approach that prioritizes providing non-time limited housing to people experiencing homelessness, thus ending their homelessness. It serves as a platform from which individuals can pursue personal goals and improve quality of life. This approach is guided by the belief that people need basic necessities, such as food and housing before attending to other goals of self-sufficiency, such as employment, budgeting, substance use treatment."

N. Exhibit B, Statement of Work, **Section 2, Definitions, Subsection 2.29, Supportive Housing** is hereby deleted in its entirety and replaced with the following:

"**2.29 "Supportive Housing**," also known as Permanent Supportive Housing (PSH), means decent, safe, affordable, community-based housing that provides tenants with the rights of tenancy, Tenancy Support Services, and links to other intensive supportive services using best practices, particularly the Housing focused with services model, and Trauma-informed approaches. Supportive Housing is designed to allow tenants to live as independently as possible"

O. Exhibit B, Statement of Work, **Section 3, Deliverables, Subsection 3.2, Performance** is hereby added with the following:

**"3.2 Performance Milestones.** Grantee shall comply with the following Milestones and Target Dates:

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| Milestone/Grantee shall: | Target Date: |
|---|---|
| Expend 50% of total Grant Funds ($00,000) | April 30, 2026 |
| Expend 100% of total Grant Funds ($00,000) | September 30, 2026 |
| Submit Quarterly Performance Report | Per §7.3.1 |
| Submit Annual Report | Per §7.3.2 |

"

P. Exhibit B, Statement of Work, **Section 3, Deliverables, Subsection 3.2, Measures** is hereby deleted in its entirety and replaced with the following:

"**3.3 Performance Measures**. Grantee shall comply with the following Benchmarks and Measures."

Q. Exhibit B, Statement of Work, **Section 5, Funding, Subsection 5.2, Project Budget** is hereby deleted in its entirety and replaced with the following:

**"5.2.1. Sources**.

| Source | Amount |
|---|---|
| Grant Funds | $70,200.00 |
| Matching Funds | $126,000.00 |
| **Total** | **$196,200.00** |

**5.2.2. Grant Funds (DOLA)**. Costs eligible for payment with DOLA Grant Funds are limited to the items and amounts listed in the table below (subject to any line item adjustments made pursuant to §5.4). A detailed description of uses is provided in §5.2.3.

| Use | Amount |
|---|---|
| Tenancy Support Services Delivery | $70,200.00 |
| **Total** | **$70,200.00** |

"

## 6. LIMITS OF EFFECT AND ORDER OF PRECEDENCE

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

**END OF AMENDMENT**

# CITY OF AURORA
## Council Agenda Commentary

| |
|---|
| **Item Title:** Oil and Gas Lease |
| **Item Initiator:** Jeffrey Moore, Manager of Energy and Environment Division, Planning and Business Development |
| **Staff Source/Legal Source:** Jeffrey Moore, Manager of Energy and Environment Division, Planning and Business Development / David Moore, 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:** 3/9/2026

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

**Item requires a Public Hearing:** ☐ Yes ☒ No

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

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

R2026-19 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL'S APPROVAL OF AN OIL AND GAS LEASE AGREEMENT WITH BISON IV PROPERTIES COLORADO, LLC, FOR CITY-OWNED MINERAL INTERESTS WITHIN SECTION 6, TOWNSHIP 3 SOUTH, RANGE 65 WEST AND SECTIONS 2 AND 3, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERDIAN, COUNTY OF ADAMS, STATE OF COLORADO CONTAINING APPROXIMATELY 23 NET MINERAL ACRES
Jeffrey Moore, Manager of Energy and Environment Division, Planning and Business Development / David Scott, Assistant City Attorney

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

☐ Approve Item and Move Forward to Study Session

☐ Approve Item and Move Forward to Regular Meeting

☐ Information Only

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

☐ Approve Item as Proposed at Policy Committee

☐ Approve Item as Proposed at Study Session

☒ Approve Item as Proposed at Regular Meeting

**PREVIOUS ACTIONS OR REVIEWS:**

**Policy Committee Name:** N/A

**Policy Committee Date:** N/A

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

☐ Recommends Approval ☐ Does Not Recommend Approval

☐ Forwarded Without Recommendation ☐ Minutes Not Available

☐ Minutes Attached

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

The item was presented to City Council in Executive Session on February 23, 2026. City Council moved the item forward to a regular Council meeting.

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

The city received an unsolicited offer to lease 23.308 net mineral acres of city-owned minerals from Bison IV Properties Colorado, LLC (Bison). The minerals are located in Ward II, and more specifically in Section 6 of Township 3 South, Range 65 West, and Sections 2 and 3 of Township 3 South, Range 66 West. The city initiated a 30-day competitive bid process to solicit additional offers. No other offers were received during the bid period, which ended on February 9, 2026. Thus, Bison's offer is the highest and best offer available. Bison has signed the city's standard lease form, and provided a bonus check if the lease is approved. The lease requires no surface occupancy on the surface tracts above the minerals. The minerals will be accessed from Bison's 747/Friendly Skies well site. The well site has been fully approved by the city under an Operator Agreement, and also fully approved by the state Energy & Carbon Management Commission (ECMC). Bison is under contract to begin drilling from this well site on April 1, 2026, in compliance with the terms and deadlines of the Operator Agreement. Staff has confirmed that Bison has already achieved the leasing of more than 45 percent of the other minerals within the Drilling and Spacing Unit.

**FISCAL IMPACT**

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

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

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

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

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

**WORKLOAD IMPACT**

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

**QUESTIONS FOR COUNCIL**

Does City Council wish to approve this resolution to lease city minerals and receive royalty income?

**LEGAL COMMENTS**

C.R.S. 31-15-101(1)(d) grants the City the authority to acquire, hold, lease and dispose of property, both real and personal. Pursuant to City Code Section 2-31, the Mayor, upon authorization by a majority vote of the members of City Council voting thereon, shall execute all leases and conveyances of any interest in real property by the City; provided, however, that the City shall not sell or convey any lands granted to, or purchased for use and used by the City for park purposes, without a majority vote of the City's registered electors at a special or regular municipal election. Section 5-1 of the City Charters states that the Council shall act only by ordinance, resolution or motion. All legislative enactments must be in the form of an ordinance; all actions, except as herein provided, may be in the form of Resolutions or motions. (Scott)

# CITY OF AURORA
## Late Submission Approval for Agenda Item

| |
|---|
| **Item Title:** FRM_Late Submission_Form for a Resolution for Oil and Gase Lease JSM.docx |
| **Item Initiator:** Jeffrey S. Moore, P.G., Manager Energy and Environment Division |
| **Staff Source/Legal Source:** Jeffrey S. Moore, P.G., Manager Energy and Environment Division/David Scott, Assistant City Attorney Senior |
| **Outside Speaker:** N/A |
| **Strategic Outcome:** Well Managed: High Performing organization, committed to great customer service, innovation, continuous improvement, fiscal stewardship, and maintaining critical infrastructure. |

**CRITERIA - PLEASE CONSIDER ITEM FOR LATE SUBMISSION FOR THE FOLLOWING REASON:**

☒ There is a time-sensitive legal requirement that must be met and cannot be met by a future meeting date

☐ The delay will result in an adverse financial impact to the city

☐ The item is related to a disaster and must be addressed before the next available meeting

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**COUNCIL MEETING DATES FOR LATE SUBMISSION:**

**Study Session:** N/A

**Regular Meeting:** 3/9/2026

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**EXPLANATION:** *(Please provide a detailed explanation as to why the item falls into one or more of the above criteria and why it may not be set for a future meeting date.)*
This item was approved to move forward by City Council at Executive Session on February 23, 2026. This item is very time sensitive, as the Operator is under contract to begin drilling on April 1, 2026, and needs a decision on whether the City will lease its minerals.

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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.

Jeffrey S. Moore, P.G.
_____
Agenda Item Initiator Name



_____2/24/2026
Agenda Item Initiator Signature Date

____Laura Perry_____
Late Submission Approver Name (Council Appointee or DCM)



_____2/24/2026___
Late Submission Approver Signature Date

# PAID-UP OIL, GAS, & MINERAL LEASE

**THIS LEASE AGREEMENT** is made effective the _____ day of_____, 2026, between the City of Aurora, Colorado, a municipal corporation, as Lessor (whether one or more), whose address is 15151 East Alameda Parkway, 5th Floor, Aurora, Colorado 80012, and Bison IV Properties Colorado, LLC, as Lessee, whose address is 518 17th Street, Suite 1700, Denver, CO 80202.

1. **Description.** Lessor, in consideration of TEN AND MORE DOLLARS cash in hand paid, the receipt of which is hereby acknowledged, the royalties herein provided and the covenants herein contained, hereby grants, leases and lets exclusively to Lessee, for the purpose of exploring for, geophysically or by other means (whether now known or not), developing, producing and marketing oil and gas of any nature or kind, along with all hydrocarbon and nonhydrocarbon substances, whether liquid or gaseous, produced in association therewith including Sulphur, helium, carbon dioxide, nitrogen and other commercial gases as well as hydrocarbon gases (collectively referred to herein as "covered minerals"), and marketing or rendering more marketable or more valuable the covered minerals, including laying pipelines for gathering and/or transportation, subject to the Aurora Oil & Gas Manual, and construction of treating, separating, dehydration, processing or other facilities and, the following described land together with any reversionary rights, riparian rights and after acquired interest therein (the "leased premises") in **Adams** County, **Colorado**, to-wit:

**TOWNSHIP 3 SOUTH, RANGE 65 WEST, 6th P.M.**
**Section 6:** The East 72.00 feet of the SE/4;
Containing **4.3903** acres, more or less

and

**TOWNSHIP 3 SOUTH, RANGE 66 WEST, 6th P.M.**
**Section 2:** A Parcel of land lying within the Southwest quarter of Section 2, as described as Parcel 2 in Rec. #2015000108470;
Containing **0.749** acres, more or less

and

**Section 3:** Tract C, High Point at DIA Subdivision Filing No. 2, as reflected on Plat recorded at Reception No. 2006000605490 on June 14, 2006, located in the SE/4 (Adams County Parcel # 0182103401043);
Containing **8.3437** acres, more or less

and

**Section 3:** A Parcel of land lying within the Southeast quarter of Section 3, as described in Rec. #2006000605500;
Containing **1.613** acres, more or less

and

**Section 3:** A Parcel of land lying within the Southeast quarter of Section 3, as described in Rec. 2010000087039;
Containing **1.859** acres, more or less

and

**Section 3:** A Parcel of land being a portion of the Southeast quarter of Section 3, as described in Rec. 2005001372640;
Containing **2.088** acres, more or less

and

**Section 3:** A Parcel of land lying within the Southeast quarter of Section 3, as described as Parcel 1 in Rec. #2015000108470.
Containing **4.265** acres, more or less

See Exhibit "A" attached hereto and incorporated herein by this reference.

This Lease also covers all property acquired by prescription, accretions, and any small strips or parcels of land now or hereafter acquired or claimed by Lessor which are contiguous or adjacent to the leased premises whether or not such parcels are known to exist by Lessor or Lessee, and for the aforementioned consideration, Lessor agrees to execute at Lessee's request any additional or supplemental instruments for a more complete or accurate description of the land so covered. For the purpose of determining the amount of any shut-in royalties hereunder, said land shall be deemed to be comprised of **23.308** net mineral acres, whether it actually comprises more or less.

2. **Term of Lease.** This Lease shall be in force for a primary term of **three (3) years** from the effective date of this Lease, and for as long thereafter as either: (a) any covered minerals are being produced from the leased premises or from lands pooled, unitized or otherwise combined therewith; or (b) Operations, as hereinafter defined, are being conducted upon the leased premises or from lands pooled, unitized or otherwise combined therewith with no cessation of more than ninety (90) consecutive days; or (c) this Lease is otherwise maintained in effect pursuant to the provisions hereof. This Lease is a "paid-up" Lease requiring no rentals be paid to Lessor. Further, no shut-in royalty payments are required during the primary term.

3. **Royalty Payment**. Royalties on covered minerals produced and saved from the leased premises and used on the leased premises or lands pooled or unitized therewith or sold (whether to an affiliated or non-affiliated purchaser), shall be paid by Lessee to Lessor as follows: (a) For oil and other liquid hydrocarbons, the royalty shall be **20 percent** of the market value at the mouth of the well of such production. (b) For natural gas of any nature or kind (including casinghead gas) and all other covered minerals (including liquid hydrocarbons suspended in gas that are not separated at the primary separation facilities), the royalty shall be **20 percent** of the market value at the mouth of the well of such production. (c) In calculating royalties on all production hereunder, Lessee may deduct Lessor's proportionate part of any taxes such as ad valorem, production, severance, and excise taxes or other similar taxes as may be imposed on production currently or at any point in the future. A proportionate share of all costs incurred by Lessee in gathering, treating, dehydrating, compressing, processing, transporting, or delivering such production, and any other costs of marketing or rendering marketable or more valuable the covered minerals, whether on the leased premises or off the leased premises may also be deducted in calculating royalties payable hereunder. (d) If, at the expiration of the primary term or at any time or times thereafter, there is any well on the leased premises or on lands pooled or unitized therewith, capable of producing covered minerals, and all such wells are shut-in, this Lease shall, nevertheless, continue in force as though Operations were being conducted on said land for so long as said wells are shut-in, and thereafter this Lease may be continued in force as if no shut-in had occurred. Lessee covenants and agrees to use reasonable diligence to produce, utilize, or market the covered minerals capable of being produced from said wells, but in the exercise of such diligence, Lessee shall not be obligated to install or furnish facilities other than well facilities and ordinary lease facilities, flowlines, separator, and lease tank, and shall not be required to market such covered minerals upon terms unacceptable to Lessee. Any payment hereunder may be made by check or draft of Lessee deposited in the mail or delivered to the party entitled to receive payment or to a depository bank provided for above on or before the last date for payment. Lessee's failure to pay and/or properly pay shut-in royalty shall render Lessee liable for the amount due, but shall not operate to terminate this Lease. Nothing herein shall impair Lessee's right to release any portion of the leased premises as provided in paragraph 11 hereof. In the event of assignment of this Lease in whole or in part, liability for payment hereunder shall rest exclusively on the then owners of this Lease, severally as to acreage owned by each. Lessee shall have free use of oil, gas, water, and other substances produced from said land, except water from Lessor's wells or ponds for all Operations hereunder, and Lessor's royalty shall be computed after deducting any produced oil or gas so used.

4. **Operations.** Whenever used in this Lease, the word "Operations" (unless specified to the contrary) shall mean preparation for and any of the following: dirt work, building of roads and locations, drilling, testing, completing, reworking, recompleting, deepening, plugging back, abandoning, repairing, perforating, fracturing or dewatering of a well in search of or in an endeavor to obtain, increase, or restore and/or market or render marketable or more valuable production of oil, gas, Sulphur, or other covered minerals, and/or production, actual or constructive, of oil, gas, Sulphur, or other covered minerals. All Operations conducted off the leased premises that are intended to result in production from the leased premises or lands pooled or unitized therewith shall be considered Operations conducted on the leased premises for purposes of extending and/or maintaining this Lease in effect under any other paragraph or provision hereof.

5. **Pooling.**

a) Subject to the restrictions enumerated in Section 5b, below, Lessee shall have the continuing and recurring right, but not the obligation, to pool or otherwise combine all or any part of the leased premises or interest therein with any other lands, leases, or interest, as to any or all depths or zones, and as to any or all covered minerals, either before or after the commencement of production, whenever Lessee, in its sole discretion, deems it necessary or proper to do so in order to prudently explore, develop, or operate the leased premises or to comply with a pooling order of any governmental authority having jurisdiction over such matters, whether or not similar pooling authority exists with respect to such other lands, leases, or interests. A pooled unit formed by such pooling for an oil well which is not a horizontal completion shall not exceed eighty (80) acres plus a maximum acreage tolerance of ten percent (10%), and for an oil well which is a horizontal completion or a gas well shall not exceed sixteen hundred (1,600) acres plus a maximum acreage tolerance of ten percent (10%); provided that larger pooled units may be formed for an oil well or a gas well, whether or not horizontally completed, in order to conform to any well spacing or density pattern permitted by any governmental authority having jurisdiction over such matters. Irrespective of the preceding limits, in no event shall a pooled unit exceed the size allowed by the Energy & Carbon Management Commission. The terms "oil well" and "gas well" shall have the meanings prescribed by applicable law or by regulations of the governmental authority that has jurisdiction over such matters. The term "horizontal completion" shall mean an oil well or a gas well in which the horizontal component of the gross completion interval exceeds one hundred (100) feet in length. Lessee may pool or combine land covered by this Lease or any portions thereof, as above provided as to oil in any one or more strata and as to gas in any one or more strata. Units formed by pooling as to any stratum or strata need not conform in size or area with pooled units formed as to any other stratum or strata, and oil units need not conform as to area with gas units. To exercise its pooling

rights hereunder, Lessee shall file of record a written declaration describing the pooled unit, and the effective date of pooling shall be the date of filing unless provided otherwise in such declaration. Lessee wholly at its option may exercise its authority to pool or combine either before or after commencing Operating for or completing as oil or gas well on lands lying within a pooled unit and any pooled unit may include, but is not required to include, lands, or leases upon which a well producing or capable of producing oil or gas in paying quantities has theretofore been completed, or upon which Operations have theretofore been commenced. Operations anywhere on a pooled unit which includes all or any part of the leased premises,regardless of purposes (except the payment of royalties on production from the pool unit) as if they were Operations on the leased premises and references in this Lease to that if after created of a pooled unit a well is drilled on land within the pooled unit area (other than the leased premises) which well is not classified as the type of well for which the pooled unit was created (oil, gas or there covered minerals as the case may be), such well shall be considered a dry hole for purposes of applying the provisions of this Lease set forth in paragraph 2(b) hereof. If a gas well on a pooled gas unit, which includes all or a portion of the leased premises, is reclassified as an oil well, with respect to all lands which are included with the pooled unit (other than the lands on which the well is located), the date of such reclassification shall be considered as the date of cessation of production for purposes of applying the provisions of this Lease set forth in paragraph 2(b) hereof. The production on which Lessor's royalty is calculated and paid shall be that proportion of the total pooled unit production which the net acreage covered by this Lease and included in the pooled unit bears to the total gross acreage in the pooled unit, but only to the extent that such proportion of pooled unit production is sold or used off the leased premises or lands pooled therewith by Lessee. Pooling in one or more instances shall not exhaust Lessee's pooling rights hereunder, and Lessee shall, without the joinder of Lessor, have the recurring right but not the obligation to revise any pooled unit formed hereunder by expansion or contraction or both, either before or after commencement of production, in order to conform to the well spacing or density pattern permitted by the governmental authority having jurisdiction, or to conform to any productive acreage determination made by such governmental authority, or court order, or when to do so, in the sole judgment of Lessee, promote the conservation of covered minerals in and under and that may be produced from the leased premises. In making such a revision, Lessee shall file of record a written declaration describing the revised pooled unit, and the effective date of revision shall be the date of filing unless provided otherwise in such declaration. To the extent any portion of the leased premises is included in or excluded from the pooled unit by virtue of such revision, the proportion of pooled unit production on which royalties are payable hereunder shall thereafter be adjusted accordingly, and such adjustment shall be made effective as of the effective date of the revision. Lessee may at any time dissolve any pooled unit formed hereunder by filing a written declaration describing the pooled unit, and the effective date of dissolution shall be the date of filing unless provided otherwise in such declaration. If this Lease now or hereafter covers separate tracts, no pooling of royalty interests as between any such separate tracts is intended or shall be implied or result merely from the inclusion of such separate tracts within this Lease but Lessee shall nevertheless have the right to pool as provided in this paragraph with consequent allocation of production as herein provided. As used herein, the words "separate tract" mean any tract with royalty ownership differing, now or hereafter, either as to parties or amounts, from that as to any other part of the leased premises. Pooling hereunder shall not constitute a cross-conveyance of interests.

**b)** Notwithstanding any language in this lease to the contrary, the Lessee shall not pool mineral interests of an unleased mineral interest owner if; (a) the unleased mineral interest owner is a local government and the local government has rejected an offer to lease in a manner consistent with Colorado law; and (b) the minerals subject to the local government's unleased mineral interests are located within the local government's geographic boundaries. For the purposes of this lease agreement, and consistent with both Colorado law and the official application to lease city-owned minerals submitted by the Lessee, any offer to lease city-owned minerals is considered rejected until such time as the offer receives final approval by the City Council of the City of Aurora.

6. **Unitization.** Lessee shall have the continuing and recurring right, but not the obligation, to unitize all or any part of the leased premises or interest therein with any other lands, leases, or interests, as to any or all depths or zones, and as to any or all covered minerals, either before or after the commencement of production, so as to constitute a unit or units whenever, in Lessee's sole judgment, such unitization is required to prevent waste or promote and encourage the conservation of oil and gas by any cooperative or unit plan of development or operation or by a cycling, pressure maintenance, repressuring or secondary recovery program.

Any such unit formed shall comply with the local, State, and Federal laws and with the orders, rules, and regulations of the State or Federal regulatory or conservation agency having jurisdiction. The size of any such unit may be increased by including acreage believed to be productive, and decreased by excluding acreage believed to be unproductive, or where the owners of which do not join the unit, but any such change resulting in an increase or decrease of Lessor's royalty shall not be retroactive. Any such unit may be established, enlarged, or diminished and, in the absence of production from the unit area,may be abolished and dissolved by filing of record an instrument so declaring. Operations anywhere on any part of a unit which includes all or any part of the leased premises, regardless of whether such Operations were commenced before or after the execution of this Lease or the instrument declaring the unit, shall be treated for all purposes as if they were Operations on the leased premises and references in this Lease to production from or Operations on the leased premises shall be deemed to include production from or Operations on any portion of such unit; provided that if after creation of a unit a well is drilled on land within the unit area (other than the leased premises) which

well is not classified as the type of well for which the unit was created (oil, gas or other covered minerals as the case may be), such well shall be considered a dry hole for purposes of applying the provisions of this Lease set forth in paragraph 2(b) hereof. Lessee shall allocate to the portion of the leased premises included in any such unit a fractional part of production from such unit on any one of the following basis: (a) the ratio between the participating acreage in the leased premises in such units and the total of all participating acreage in the unit, or (b) the ratio between the estimated quantity of recoverable reserves underlying the leased premises in such unit and the estimated total of recoverable underlying all lands within such unit; or, (c) any other basis approved by State or Federal authorities having jurisdiction over such matters. Lessor shall be entitled to the royalties provided under this Lease on the part of the unit production so allocated to that part of the leased premises included in such unit and no more.

7. **Ancillary Rights.** The rights granted to Lessee hereunder shall include the right of ingress and egress on the leased premises or lands pooled or unitized therewith, along with such rights as may be reasonably necessary to conduct operations for exploring, developing, producing, and marketing Oil and Gas Substances, including but not limited to geophysical operations, the drilling of wells, and the Lessee to explore, discover, produce, store, treat and/or transport Oil and Gas Substances and water produced from the leased premises or other lands that share central facilities and are jointly operated with the leased premises for gathering, treating, compression, and water disposal. Lessee may use in such operations, free of cost, any oil, gas, and/or other substances produced on the leased premises, except water. In exploring,developing, producing, or marketing from the leased premises or lands pooled or unitized therewith, the ancillary rights granted herein shall apply (a) to the entire leased premises, notwithstanding any partial release or other partial terminationof this Lease; and (b) to any other lands pooled or unitized therewith. When requested by Lessor in writing, Lessee shall bury its pipelines below ordinary plow depth on cultivated lands. No well shall be located less than five hundred (500) feet from any house or barn now on the leased premises or other lands of Lessor used by Lessee hereunder, without Lessor's consent, and Lessee shall pay for damage caused by its operations to buildings and other improvements now on the leased premises or such other lands, and to Lessor or Lessor's tenants for damage to commercial timber and growing crops thereon. Lessee shall have the right at any time to remove its fixture, equipment, and materials, including well casing, from the leased premises or such other lands during the term of this Lease or within a reasonable time thereafter.

8. **Ownership Changes.** The interest of either Lessor or Lessee hereunder may be assigned, devised, or otherwise transferred in whole or in part, by area or by depth or zone, and the rights and obligations of the parties hereunder shall extend to their respective heirs, devisees, executors, administrators, successors and assigns. No change in Lessor's ownership shall have the effect of reducing the rights or enlarging the obligations of Lessee hereunder, and no change in ownership shall be binding on Lessee until sixty (60) days after Lessee has been furnished with notice consisting of the original or certified or duly authenticated copies of the recorded documents establishing a complete chain of record title from Lessor to the satisfaction of Lessee. In the event of the death of any person entitled to shut-in royalties hereunder, Lessee may pay or tender such shut-in royalties to the credit of decedent or decedent's estate. If at any time two (2) or more persons are entitled to shut-in royalties hereunder, Lessee may pay or tender such shut-in royalties to such persons, either jointly or separately, in proportion to the interest which each owns. If Lessee transfers its interest hereunder in whole or in part, Lessee shall be relieved of all obligations thereafter arising with respect to the transferred interest, and failure of the transferee to satisfy such obligations with respect to the transferred interest shall not affect the rights of Lessee with respect to any interest not so transferred. If Lessee transfers a full or undivided interest in all or any portion of the area covered by this Lease, the obligation to pay or tender shut-in royalties hereunder shall be divided between Lessee and the transferee in proportion to the net acreage interest in this Lease then held by each.

9. **Warranty of Title.** Lessor has not made and does not make and specifically disclaims any representations, warranties, promises, or agreements of any kind, express or implied, concerning the leased premises or whether the Lessor owns the mineral rights or the covered minerals on the leased premises. Lessee, at its option, may pay or discharge any tax, mortgage or lien existing, levied, or assessed against the leased premises and, in the event that it does so, Lessee shall be subrogated to the rights of the party to whom payment is made and, in addition to its other rights, may reimburse itself out of any royalties or shut-in royalties otherwise payable to Lessor hereunder. In the event Lessee is made aware of any claim inconsistent with Lessor's title, Lessee may suspend the payment of royalties or shut-in royalties hereunder, without interest, until Lessee has been furnished satisfactory evidence that such claim has been resolved.

10. **Payment Reductions.** If Lessor owns less than the full mineral estate in all or any part of the leased premises, payment of royalties and shut-in royalties, or other payment attributable to the mineral interest hereunder shall be reduced proportionately to the amount that Lessor's interest in the leased premises bears to the entire mineral estate in the leased premises. To the extent any royalty or other payment attributable to the mineral interest covered by this Lease is payable to someone other than Lessor, such royalty or other payment shall be deducted from the corresponding amount otherwise payable to Lessor hereunder.

11. **Release of Lease.** Lessee may, at any time and from time to time, deliver to Lessor or file of record a written release of this Lease as to a full or undivided interest in all or any portion of the leased premises or any depths or zones thereunder, and shall thereafter be relieved of all obligations thereafter arising with respect to the interest so released. If Lessee releases all or an undivided interest in less than all of the area covered hereby, Lessee's obligation to pay or tender shut-in royalties shall be proportionately reduced in accordance with the net acreage interest retained hereunder.

12. **Regulation or Delay.** Lessee's obligation under the Lease, shall be subject to all applicable laws, rules, regulations,and orders of any governmental authority having jurisdiction including restrictions on the drilling and production of wells. Notwithstanding the provisions of paragraph 2 above, when Operations are prevented

or delayed by fire, flood, adverse weather conditions, war, sabotage, rebellion, insurrection, riot, strike or labor disputes, or by the inability to obtain a satisfactory market for production or failure of purchasers or carriers to take or transport such production, or by any other cause not reasonably within Lessee's control (commonly referred to as "force majeure"), this Lease shall not be terminated because of such prevention or delay and, at Lessee's option, the period of such prevention or delay shall be added to the term hereof or any period for performance of Lessee's rights or obligations hereunder. Lessee shall not be liable for breach of any terms of this Lease when Operations are so prevented, delayed, or interrupted.

13. **Breach or Default.** An alleged breach or default by Lessee of any obligation hereunder or the failure of Lessee to satisfy any condition or limitation contained herein shall not work a forfeiture or termination of this Lease nor cause a termination or reversion of the estate created hereby nor be grounds for cancellation hereof in whole or in part, and no litigation shall be initiated by Lessor with respect to any alleged breach or default by Lessee hereunder, for a period of at least ninety (90) days after Lessor has given Lessee written notice fully describing the breach or default, and if Lessee does not dispute the breach, then only if Lessee fails to remedy or commence to remedy the breach or default within such period. In the event Lessee disputes that a breach has occurred and the matter is litigated and there is a final un-appealable judicial determination that a breach or default has occurred, this Lease shall not be forfeited or canceled in whole or in part unless Lessee is given a reasonable time after said judicial determination to remedy the breach or default and Lessee fails to do so. If this Lease is canceled for any cause, it shall nevertheless remain in force and effect as to (1) sufficient acreage around each well as to which there are Operations to conform to the then-existing applicable spacing rules or applicable spacing unit established by governmental authority for such well. Lessee shall also have such easements on said land as are necessary to conduct Operations on the acreage so retained. Nothing in this instrument or in the relationship created hereby shall be construed to establish a fiduciary relationship, a relationship of trust or confidence, or a principal-agent relationship between Lessor and Lessee for any purpose. Lessee's standard of conduct shall be that of a reasonable prudent operator. Notwithstanding anything to the contrary, Lessee shall not be liable for damages to the leased premises and associated restoration costs and expenses caused by Lessee's activities hereunder that exceed the fair market value (as of the date of this Lease) of the property affected.

14. **Existing Wellbores.** At no additional cost to Lessee, Lessor grants Lessee access to and the right to use, at Lessee's sole election, any existing oil and/or gas well(s) and/or wellbore(s) on the leased premises. Lessee's election to reenter and use an existing well and/or wellbore shall be considered the same as the drilling of a new well on the leased premises. This provision shall not apply to existing or abandoned water wells on the leased premises.

15. **Option to Extend.** Lessor hereby grants Lessee the option to extend the primary term of this Lease for an additional **Two (2) years** on the expiration of the original primary term hereof as to all or any portion of the leased premises then held hereunder which would expire unless so extended. This option may be exercised by Lessee, or its successors and assigns, at any time before the expiration of the primary term hereof by paying to Lessor or to Lessor's credit at the depository bank which may be named herein, an amount equal to 150% of the bonus paid, on a net mineral acre basis, for each net mineral acre so extended, which payment shall cover the **Two (2) years** of the extended term and Lessor acknowledges that there will be no rental payments due for or during the extended term. Payment may be made by check or draft mailed or delivered to Lessor or to said depository bank which may be named herein. Should this option be exercised as herein provided, it is agreed that Lessee may execute and file of record an instrument evidencing the exercise of this option.

16. **Preferential Right.** If during the term of this Lease (but not more than twenty (20) years after the date hereof) Lessor receives a bona fide offer from any party to purchase a new lease covering all or any part of the leased premises then covered by this Lease, and if Lessor is willing to accept such offer, then Lessor shall promptly notify Lessee in writing of the name and address of the offeror, all pertinent terms and conditions of the offer, including any lease bonus offered, and shall provide Lessee with a copy of the offer and the proposed Lease. Lessee shall have a period of thirty (30) days after receipt of such notice to exercise a preferential right to purchase a new lease from Lessor in accordance with the terms and conditions of the offer, by giving Lessor written notice of such exercise. Promptly thereafter, Lessee shall furnish to Lessor the new Lease for execution, along with a time draft for the lease bonus conditioned upon execution and delivery of the Lease by Lessor and approval of title by Lessee, all in accordance with the terms of said draft. Whether or not Lessee exercises its preferential right hereunder, then as long as this Lease remains in effect any new lease from Lessor shall be subordinate to this Lease and shall not be construed as replacing or adding to Lessee's obligations hereunder.

17. **Miscellaneous.**

(a) Entire Agreement. This Lease represents the entire agreement between Lessor and Lessee with respect to the leased premises and supersedes and replaces all prior agreements, both oral and written, between the parties with respect to the leased premises. This Lease is not intended to give rise to any implied obligations not otherwise expressly contained in this Lease, and any implied covenants not consistent with the express provisions of this Lease are hereby negated and renounced. This Lease may only be amended by a subsequent written instrument executed by both Lessor and Lessee.

(b) Captions. The captions used in the Lease are solely for the convenience of the parties hereto and shall have no significance, separate and apart from the terms and provisions of the Lease.

(c) Severability. If any term or other provision of this Lease is invalid, illegal, or incapable of being enforced under any rule of law, all other conditions and provisions of this Lease shall nevertheless remain in full force and effect.

(d) Choice of Law. THIS LEASE SHALL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF COLORADO (EXCLUSIVE OF ANY PRINCIPLES OF CONFLICTS OF LAWS WHICH WOULD DIRECT APPLICATION OF THE SUBSTANTIVE LAWS OF ANOTHER JURISDICTION).

(e) Counterparts. This Lease may be executed in any number of counterparts and by each of the parties hereto in separate counterparts, all such counterparts together constituting but one (1) and the same instrument.

18. **Additional Provisions.** Notwithstanding any provisions of this Lease to the contrary, in the event of conflict between this Section 18. Additional Provisions and sections 1-17 of this Lease, the terms of this Section 18. Additional Provisions shall control.

a. **No Surface Operations Language** (acreage with physical structures):

Notwithstanding any other provisions of this Lease to the contrary, it is agreed that Lessee shall not use any surface of the Leased Premises and shall not enter upon, access, or occupy the surface of the Leased Premises, and no well, road, pipeline, structure, or other surface facility of any kind shall be placed upon the Leased premises without the consent of Lessor in writing being first obtained. Such consent, if granted, shall be memorialized by a separate written agreement approved by the governing body of the Lessor. Additionally, and separate from the preceding language herein, it is understood and agreed, that Lessee may not under any circumstances place a drillsite on the Leased Premises. It is understood and agreed, however, that Lessee may drill directionally or horizontally into said land and/or into land pooled with said land pursuant to paragraph five (5) (the pooling clause) hereof. Lessee shall have the full, unrestricted, and exclusive right, power, and authority to produce the oil, gas hydrocarbons, and associated substances lying under or beneath or recoverable from said land, either by means of any well or wells the surface drillsites of which are located on other lands,and which said well or wells are drilled directionally or horizontally through and into said land, and/or into land pooled with said land, the producing intervals of which are bottomed under said land or under such pooled area and produce oil, gas and hydrocarbons and associated substances therefrom. Lessor hereby grants unto Lessee such rights-of-way, easements, and servitudes in and through the subsurface of said land as Lessee may require for boring well holes, casing same, and otherwise completing, producing, and maintaining wells either in said land or in any land included in the same operating unit as hereinabove provided in this Lease with said land or any part thereof. For the purposes of this Lease, wells slant drilled into and producing from said land, the surface drillsites of which are located on other lands, shall be considered to have been drilled in said land from drillsites on other lands in the vicinity of said land. Nothing herein shall constitute a waiver of any federal, state, or local limits or requirements pertaining to land use or mineral extraction.

b. **Secondary Term Shut-in Limitation:**

Lessee's right to maintain this Lease after the primary term solely by virtue of the shut-in royalty payments shall be limited to a period of no longer than **three (3) consecutive years**, however, the right to maintain this Lease after the expiration of the primary term for such period shall be a recurring right and may be exercised from time to time whenever the Lessee finds it necessary or expedient to shut in such well.

c. **Shut-in Payments:**

Notwithstanding anything to the contrary herein contained, where a well capable of producing oil and/or gas in paying quantities is completed hereunder and is shut-in for a period of one hundred eighty (180) consecutive days, this Lease shall not terminate, but Lessee shall be obligated to pay or tender to the Lessor as royalty for constructive production, **$5.00 per net mineral acre** retained or leased hereunder, such payment or tender to be made on or before the anniversary date of this Lease next ensuring after the expiration of one hundred eighty (180) days from the date such well is shut-in and thereafter on or before the anniversary date of this Lease during the period such well is shut-in. If such payment is made, it will be considered that oil and/or gas is being produced within the meaning of this Lease.

d. **Indemnity of Lessor by Lessee:**

Lessee shall indemnify, defend, and hold harmless Lessor from and against any and all third-party claims to the extent relating directly to the Lessee's operations on the Lease, not including claims or damages caused by the negligence, willful misconduct, or malicious acts or omissions of Lessor, its agents, representatives or contractors.

IN WITNESS WHEREOF, this Lease is executed effective the date first written above, and upon execution shall be binding upon the signatory and the signatory's heirs, devisees, executors, administrators, successors and assigns, whetheror not the Lease has been executed by all parties named herein as Lessor.

**LESSOR:** City of Aurora, Colorado, a municipal corporation

_____

By: Mike Coffman, Mayor

Reviewed By: Hector Reynoso

ATTEST: Real Property Services

Approved as to Form:

**Peter Schulte, City Attorney**

By: David Scott

Assistant City Attorney

_____

By: Kadee Rodriguez, City Clerk

**ACKNOWLEDGMENTS**

STATE OF _____ )
) SS:
COUNTY OF _____ )

The forgoing instrument was acknowledged before me this _____ day of_____, **2026,** by Mike Coffman, as Mayor of The City of Aurora, Colorado, A Colorado Municipal Corporation, to me known to be the identical person(s) described herein, and who executed the within and foregoing instrument of writing and acknowledgment to me that he duly executed the same as his free and voluntary act and deed for the uses andpurpose therein set forth.

WITNESS my hand and official seal.

My Commission Expires: _____

Signature/Notary Public: _____

Name/Notary Public (print): _____

Notary Public in and for the State of _____

**LESSEE:** Bison IV Properties Colorado, LLC, 518 17th Street, Suite 1700, Denver, CO 80202

By: _____

Title: Robert Pierini, EVP

STATE OF **COLORADO** )
) SS:
COUNTY OF Denver )

The forgoing instrument was acknowledged before me this 11th **day** of February **, 2026,** by Robert Pierini, as its EVP , to me known to be the identical person(s) described herein, and who executed the within and foregoing instrument of writing and acknowledgment to me that he duly executed the same as his free and voluntary act and deed for the uses and purpose therein set forth.

WITNESS my hand and official seal.

My Commission Expires: 6-24-2027

HANNAH HOULIK
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20114034077
MY COMMISSION EXPIRES JUNE 24, 2027

Signature/Notary Public: _____

Name/Notary Public (print): Hannah Houlik

Notary Public in and for the State of Colorado

**Exhibit "A"**

This Exhibit "A" is attached to and made a part of that certain Oil and Gas Lease dated _____, 2026, by and between **The City of Aurora, Colorado, A Colorado Municipal Corporation**, as Lessor, and Bison IV Properties Colorado, LLC, whose address is 518 17th Street, Suite 1700, Denver, CO 80202, as Lessee, covering all the following described lands in **Adams** County, Colorado:

**TOWNSHIP 3 SOUTH, RANGE 65 WEST, 6th P.M.**
**Section 6**: The East 72.00 feet of the SE/4;
Containing **4.3903** acres, more or less

and

**TOWNSHIP 3 SOUTH, RANGE 66 WEST, 6th P.M.**
**Section 2**: A Parcel of land lying within the Southwest quarter of Section 2, as described as Parcel 2 in Rec. #2015000108470;
Containing **0.749** acres, more or less

and

**Section 3**: Tract C, High Point at DIA Subdivision Filing No. 2, as reflected on Plat recorded at Reception No. 2006000605490 on June 14, 2006, located in the SE/4 (Adams County Parcel # 0182103401043);
Containing **8.3437** acres, more or less

and

**Section 3**: A Parcel of land lying within the Southeast quarter of Section 3, as described in Rec. #2006000605500;
Containing **1.613** acres, more or less

and

**Section 3**: A Parcel of land lying within the Southeast quarter of Section 3, as described in Rec. 2010000087039;
Containing **1.859** acres, more or less

and

**Section 3**: A Parcel of land being a portion of the Southeast quarter of Section 3, as described in Rec. 2005001372640;
Containing **2.088** acres, more or less

and

**Section 3**: A Parcel of land lying within the Southeast quarter of Section 3, as described as Parcel 1 in Rec. #2015000108470.
Containing **4.265** acres, more or less

**LESSOR:** The City of Aurora, Colorado, A Colorado Municipal Corporation

_____

By: Mike Coffman

Title: Mayor

**LESSEE:** Bison IV Properties Colorado, LLC, 518 17th Street, Suite 1700, Denver, CO 80202

By: _____

Its: EVP

RESOLUTION NO. R2026- ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL'S APPROVAL OF AN OIL AND GAS LEASE AGREEMENT WITH BISON IV PROPERTIES COLORADO, LLC, FOR CITY-OWNED MINERAL INTERESTS WITHIN SECTION 6, TOWNSHIP 3 SOUTH, RANGE 65 WEST AND SECTIONS 2 AND 3, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERDIAN, COUNTY OF ADAMS, STATE OF COLORADO CONTAINING APPROXIMATELY 23 NET MINERAL ACRES.

WHEREAS, The City of Aurora ("City") owns the mineral rights to a total of approximately 23 net mineral acres located in Section 6, Township 3 South, Range 65 West and in Sections 2 and 3, Township 3 South, Range 66 West, and

WHEREAS, The City received a single offer to lease its minerals through a competitive process; and

WHEREAS, Bison IV Properties Colorado, LLC, as the winner of that competitive process, has offered to enter a Paid-Up Oil, Gas & Mineral Lease Agreement ("Lease Agreement") for the Minerals in exchange for an average bonus payment of one thousand five hundred forty six dollars and thirty four cents ($1,546.34) per net mineral acre plus a twenty percent (20%) production royalty; and

WHEREAS, The Lease Agreement prohibits surface use for a drill site or any other surface activity; and

WHEREAS, The bonus payment and royalties due to the City through this Lease Agreement are beneficial to the people of the City; and

WHEREAS, Pursuant to C.R.S. 31-15-101(1)(d), the City has the authority to acquire, hold, lease, and dispose of property, both real and personal; and

WHEREAS, Pursuant to City Code Section 2-31, the Mayor, upon authorization by a majority vote of the members of City Council voting thereon, shall execute all conveyances of any interest in real property by the City, including leases; provided, however, that the City shall not sell or convey any lands granted to, or purchased for use and used by the City for park purposes, without a majority vote of the City's registered electors at a special or regular municipal election.

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

**Section 1.** The Paid-Up Oil, Gas & Mineral Lease Agreement between the City and Bison IV Properties Colorado, LLC, 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 _____, 2026.

_____
MIKE COFFMAN, Mayor

ATTEST:

_____
KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

**PETE SCHULTE, CITY ATTORNEY**

RLA

BY: David Scott

DAVID SCOTT, Assistant City Attorney

# Discussion of Proposed Oil and Gas Lease

Planning and Business
Development Department

**City Council Meeting**

March 9, 2026

**Jeffrey S. Moore**, P.G.
*Manager*, Energy & Environment Division

*We steward access to the natural resources under our authority with integrity and respect for our people, businesses, and the environment.*

# Proposed Lease Parcels

Ward II, near E470 & 64th Ave

**Township:** 3 South
**Range:** 65 West
**Section:** 6
And
**Township:** 3 South
**Range:** 66 West
**Section:** 2-3

7 individual parcels

23.308 net mineral acres

Lease parcels

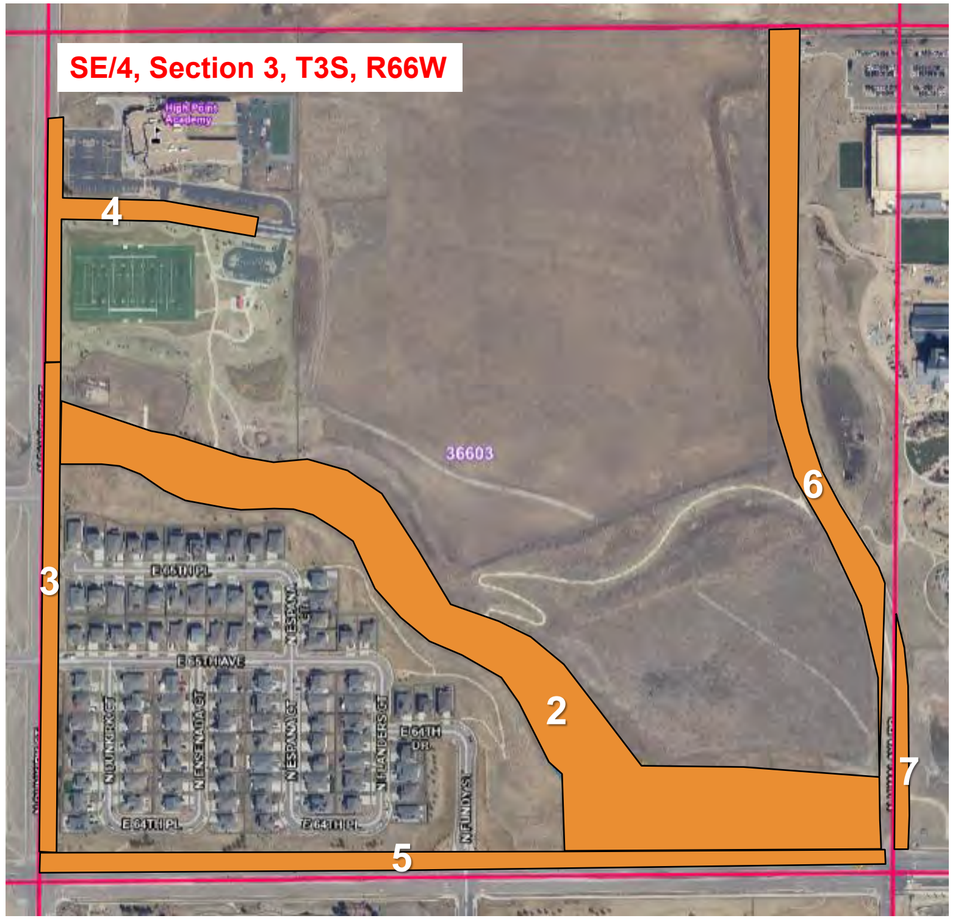



1 Mile

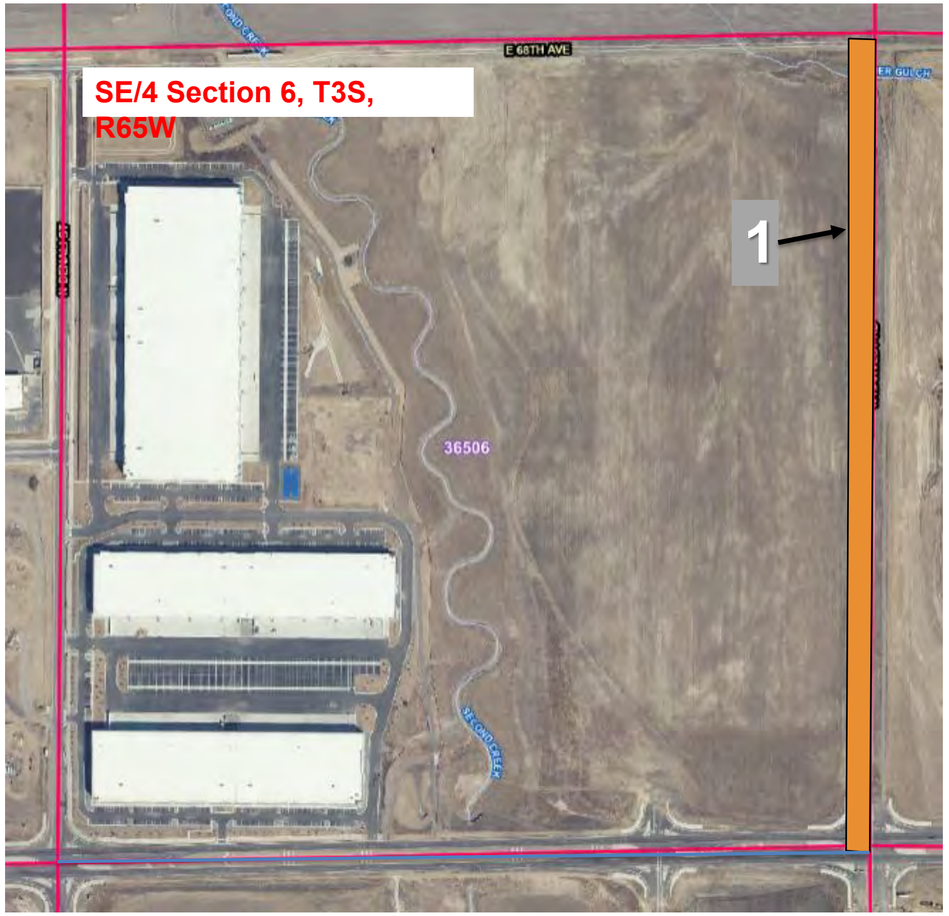
# Proposed Lease Parcels – Detailed View

Ward II, near
E470 & 64th Ave

## 3 South 66 West Sections 2-3




## 3 South 65 West Section 6




Lease parcels

1/2 Mile

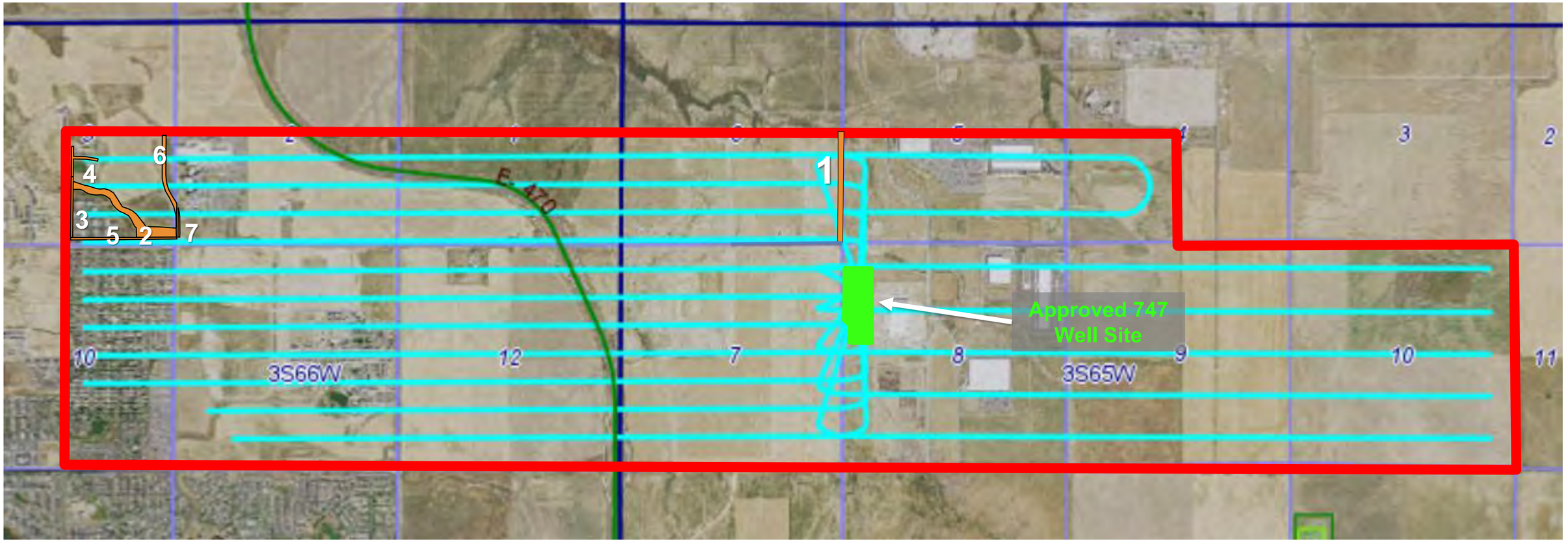
# Drilling & Spacing Units (DSU)




**DSU = 5,750 acres (9 sections)**

**Accessed from: Approved 747 Well Site (18 wells)**

# 18 Horizontal Wells




DSU

Lease parcels

Surface Well Site

Horizontal Well Path (underground)

# Actions Taken

- Received unsolicited offer from Bison IV Properties Colorado
- Initiated a 30-day competitive bid process
- Proactively emailed 17 Operators and leasing agents who are active in Adams/Arapahoe Counties, and 2 industry groups
- Posted on E&E Division web page
- No other bids received by the deadline of 2/9/2026
- Bison submitted the only bid:
  - Average $1,546/acre (upfront bonus)
  - 20% royalty on production
  - 3-year primary term

# Lease Specifics

- **“747” Well Site is fully approved:**
  - Aurora (Oil & Gas Permit under an Operator Agreement)
  - ECMC (Oil & Gas Development Plan OGDP)
- Bison has confirmed leasing of >45% of total minerals in the DSU
- Bison is under contract to begin drilling the 747 Well Site on April 1, 2026
- Operator Agreement requires drilling to begin by July 31, 2026

# Leasing Options

- **Accept offer, sign lease, deposit check**
  - $36,042 lease bonus (check in hand)
  - 20% Royalty from first production
  - Estimated $500,000 - $800,000 total royalty depending on oil price (Over 20-30 years with >50% in the first 2 years)
  - No surface access or occupancy of the parcels

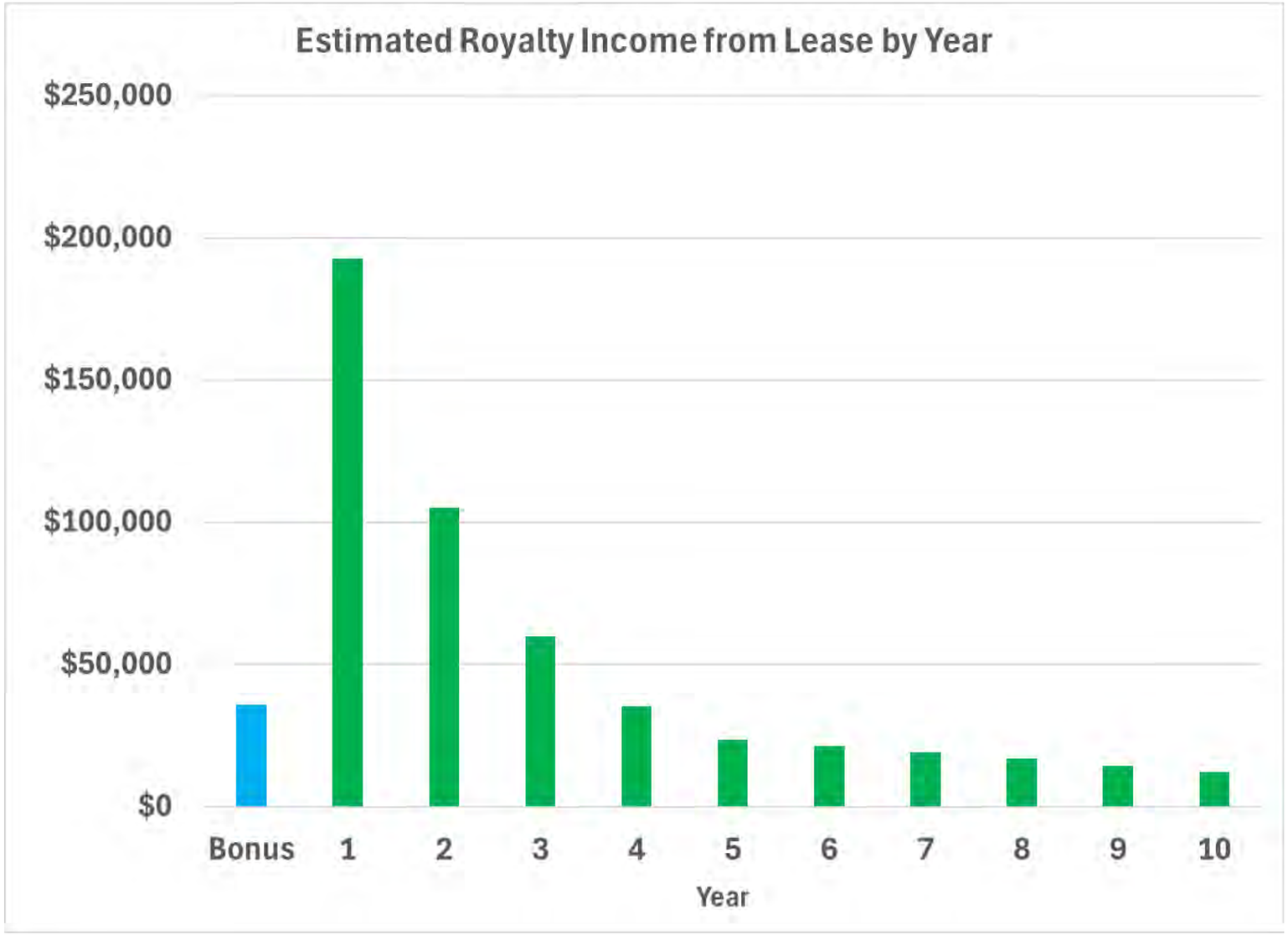


**Staff Recommendation**

- **Reject offer**
  - No bonus or royalty income to the City
  - Parcel cannot be force-pooled per SB24-185
  - Minerals may not be accessible in the future
  - Decision may impact other mineral owners

- **Negotiate for better terms**
  - Bison was the sole bidder
  - Royalty rate is at industry average for our area
  - Lower bonus amount represents expected lower production

# Potential Income by Year




Royalty income is directly correlated with commodity prices

# Thank You!

Planning and Business
Development Department

# CITY OF AURORA
## Council Agenda Commentary

| |
|---|
| **Item Title:** Annual Reporting and Evaluation of the Tobacco, Kratom, and Age-Restricted Hemp Retail Licensing Ordinance |
| **Item Initiator:** Council Member Curtis Gardner |
| **Staff Source/Legal Source:** Trevor Vaughn, Manager of Licensing/Hanosky Hernandez, Sr. Assistant City Attorney |
| **Outside Speaker:** N/A |
| **Strategic Outcome:** Well-Managed: High performing organization, committed to great customer service, innovation, continuous improvement, fiscal stewardship, and maintaining critical infrastructure. |

**COUNCIL MEETING DATES:**

**Study Session:** N/A

**Regular Meeting:** 3/9/2026

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

**Item requires a Public Hearing:** ☐ Yes ☐ No

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

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

R2026-20 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, DIRECTING THE CITY MANAGER OR DESIGNEE TO PROVIDE AN ANNUAL REPORTING AND EVALUATION OF THE TOBACCO, KRATOM, AND AGE-RESTRICTED HEMP RETAIL LICENSING ORDINANCE, AND OTHER RELATED MATTERS
Sponsor: Curtis Gardner, Council Member
Trevor Vaughn, Manager of Licensing, Finance / Hanosky Hernandez, Sr. Assistant City Attorney

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

☐ Approve Item and Move Forward to Study Session

☐ Approve Item as Proposed at Policy Committee

☒ Approve Item and Move Forward to Regular Meeting

☐ Approve Item as Proposed at Study Session

☐ Information Only

☐ Approve Item as Proposed at Regular Meeting

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

**PREVIOUS ACTIONS OR REVIEWS:**

**Policy Committee Name:** N/A

**Policy Committee Date:** N/A

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

☐ Recommends Approval ☐ Does Not Recommend Approval

☐ Forwarded Without Recommendation ☐ Minutes Not Available

☐ Minutes Attached

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

N/A

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

Ordinance 2026-05 (scheduled for 2nd reading on 03/09/2026) establishes in section 6-523 a duty to make reports to the city council regarding the implementation of the ordinance. This resolution accompanying the ordinance clarifies what should be included in these reports to council.

**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 wishes to approved this resolution?

**LEGAL COMMENTS**

The City Charter requires that the City Manager shall keep the City Council advised of the financial condition, future needs of the City, and the overall general condition of the City, and shall make such recommendations to the Council for adoption as deemed necessary or expedient. Ordinance 2026-05 establishes an independent duty to report to City Council on the enforcement of the ordinance. The City Council has the inherent power to pass resolutions directing the City Manager to provide information the City Council deems necessary and proper to evaluate the effectiveness of legislation. (*See*, Aurora City Charter Art. 7-4 (f)). (Hernandez).

# CITY OF AURORA
## Late Submission Approval for Agenda Item

Item Title: **A RESOLUTION REGARDING ANNUAL REPORTING AND EVALUATIONOF THE TOBACCO, KRATOM, AND AGE-RESTRICTED HEM RETAIL LICENSING ORDINANCE**

Item Initiator: Council Member Curtic Gardner

Staff Source/Legal Source: Trever Vaughn, Manager of Licensing/Legal source, Hanosky Hernandez, Sr. Assistant City Attorney

Outside Speaker: N/A

Strategic Outcome: Well Managed: High Performing organization, committed to great customer service, innovation, continuous improvement, fiscal stewardship, and maintaining critical infrastructure.

CRITERIA - PLEASE CONSIDER ITEM FOR LATE SUBMISSION FOR THE FOLLOWING REASON:

☒ There is a time-sensitive legal requirement that must be met and cannot be met by a future meeting date

☐ The delay will result in an adverse financial impact to the city

☐ The item is related to a disaster and must be addressed before the next available meeting

COUNCIL MEETING DATES FOR LATE SUBMISSION:

Study Session: N/A

Regular Meeting: 3/9/2026

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

Ordinance 2026-05 (scheduled for 2nd reading on 03/09/2026) establishes in section 6-523 a duty to make reports to the city council regarding the implementation of the ordinance. This resolution accompanying the ordinance clarifies what should be included in these reports to council.

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.

Trevor Vaugh, Manager of Licensing.
Agenda Item Initiator Name

Jason Batchelor
Late Submission Approver Name (Council Appointee or DCM)

Trevor Vaughn, Manager of Licensing. 03/03/2026
Agenda Item Initiator Signature Date

Late Submission Approver Signature 03.03.26
Date

RESOLUTION NO. R2026-___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, DIRECTING THE CITY MANAGER OR DESIGNEE TO PROVIDE AN ANNUAL REPORTING AND EVALUATION OF THE TOBACCO, KRATOM, AND AGE-RESTRICTED HEMP RETAIL LICENSING ORDINANCE, AND OTHER RELATED MATTERS

WHEREAS, the City of Aurora, Colorado, (the "City"), is a home rule municipality, organized and existing under and by virtue of Article XX, Section 6 of the Colorado Constitution, and under Article XX, Section 6 of the Colorado Constitution, the City has authority over matters of local concern; and

WHEREAS, the City Council of the City of Aurora ("the Council") adopted an ordinance establishing a licensing and regulatory framework for tobacco, kratom, and age-restricted hemp retail establishments to protect public health, reduce youth access to age-restricted products, and improve compliance with applicable laws; and

WHEREAS, retail stakeholders requested that the ordinance include a clear reporting requirement to allow the Council to understand whether the new retail licensing framework is operating as intended and achieving its stated objectives over time, and stakeholders' original request sought a more comprehensive evaluation framework to assess enforcement outcomes, compliance trends, and youth access indicators; and

WHEREAS, in response, the Licensing Department included a limited reporting provision requiring an annual written report to the City Council, but without specifying the categories of information to be reviewed or the data sources to be used in assessing effectiveness; and

WHEREAS, retail stakeholders believe that, at a minimum, annual reporting should identify enforcement activity, compliance outcomes, and available indicators related to youth access trends that are specific to the City of Aurora, or, where City-specific data is not available, derived from recognized state or regional datasets that include the City; and

WHEREAS, the Council finds that, without defined reporting elements, and relevant data sources, future policy discussions risk being driven by assumptions or generalized trends that may not accurately reflect conditions within the City; and

WHEREAS, Council further finds that clearly articulated reporting expectations promote transparency, accountability, and informed decision-making, and support evidence-based evaluation of whether the ordinance is effective in advancing its stated public health and compliance objectives; and

WHEREAS, Council finds that the revised reporting language represents a compromise position and a basic governance safeguard, and does not limit enforcement authority, alter inspection practices, or delay implementation of the ordinance; and

WHEREAS, the Council believes that the reporting requirements contained herein in this resolution is in the best interest of the City and the citizens of Aurora.

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

Section 1. The Aurora City Council resolves as follows:

Legislative intent on regarding reporting.

City Council affirms its intent that the annual written report required under Section 6-523 of the Aurora City Code includes, at a minimum:

1. A summary of enforcement activity conducted pursuant to the ordinance;
2. Compliance outcomes observed during the reporting period; and
3. Available youth access trend data derived from governmental public health surveys or enforcement datasets that are specific to the City of Aurora, or, where City-specific data is not available, from recognized regional or state datasets that include the City.

Section 2. The Aurora City Council further resolves as follows:

Use of the reporting and information.

The City Council may use the information contained in the annual report to evaluate the effectiveness of the retail licensing framework, to inform future policy discussions, and to consider whether refinements to program administration are appropriate.

Section 3. The City Manager or designee is hereby authorized to collect the information needed to present the reports requested in this resolution, and directed to present the information to council on an annual basis, or as directed by the Aurora City Council.

Section 4. Nothing in this Resolution shall be construed to limit the City's authority to enforce the ordinance or any other applicable law.

Section 5. All resolutions or parts of resolutions of the City of Aurora, Colorado, in conflict herewith are hereby rescinded.

Section 6. This Resolution shall take effect immediately without reconsideration.

RESOLVED AND PASSED this _____ day of _____, 2026.

_____
MIKE COFFMAN, Mayor

ATTEST:

_____
KADEE RODRIGUEZ,
City Clerk

APPROVED AS TO FORM:

PETER A. SHULTE, City Attorney

By: Hanosky Hernandez MP
HANOSKY HERNANDEZ, Sr. Assistant City Attorney

# CITY OF AURORA
## Council Agenda Item Continuation Page

| |
|---|
| **Item Title:** CONTINUATION PAGE: Tobacco and Age Restricted Psychoactive Product Retail Licensure (Ordinance) |
| **Item Initiator:** Trevor Vaughn, Manager of Licensing, Finance |
| **Staff Source:** Vaughn, Manager of Licensing, Finance |
| **Legal Source:** Hanosky Hernandez, Senior Assistant City Attorney |
| **Outside Speaker:** N/A |
| **Date of Change:** 2/23/2026 |

**COUNCIL MEETING DATES:**

**Study Session:** 2/9/2026

**Regular Meeting:** 2/23/2026

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**ITEM SUMMARY** ***(Brief description of changes or updates with documents included.)***

Retail Tobacco License Ordinance Amendments.

The ordinance was amended in several areas at first reading on February 23rd, 2026.

1- The first amendment relates to the good moral character definition. The final language reads as follows:

*Good moral character*. The Licensing Authority may deny, suspend, or revoke a license based on a determination of good moral character only where such determination is supported by demonstrable, objective evidence of violations directly related to the sale of age-restricted products, including repeated or willful violations of applicable state or local laws governing youth access, retail compliance, or licensing requirements. Conduct unrelated to the sale of age-restricted products shall not, standing alone, constitute grounds for license denial, suspension, or revocation. The licensing authority may consider, as relevant to the licensed activity, whether the individual has been convicted of a crime of moral turpitude in the last (10) years

2- The second amendment relates to section 6-507(7)(a) there was a strike of the phrase “or for any temporary duration in the form of a sponsored event, festival, or otherwise.” The final language of subsection (a) reads as follows:

Sec. 6-507. Tobacco and Age-Restricted Psychoactive Product Retail Establishment Location, Modification, and License Limits.

(a) Each tobacco and age-restricted psychoactive product retail establishment shall have a permanent location. No tobacco or age-restricted psychoactive product retailing shall be permitted to operate from a moveable, mobile, or transitory location. Any event of temporary duration in the form of a sponsored event, festival, or otherwise, shall require a permit from the city.

3- The third amendment relates to the striking of section 6-514 Minimum Package Size for Little Cigars and Cigars which is now removed from the ordinance, and it is now reserved.

ORDINANCE NO. 2026- ____

A BILL

FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, AMENDING CHAPTER 6 OF THE CITY CODE TO ADD ARTICLE IV AND SECTIONS 6-501 THROUGH 6-522, TO ESTABLISH A TOBACCO, KRATOM, AND AGE-RESTRICTED HEMP LICENSE AND AMENDING SECTION 94-343 OF THE CITY CODE RELATING TO DISPENSING OF TOBACCO PRODUCTS

WHEREAS, the City of Aurora, Colorado, (the "City"), is a home rule municipality, organized and existing under and by virtue of Article XX, Section 6 of the Colorado Constitution, and it has the power to regulate matters of local concern; and

WHEREAS, the City Council finds that the retail sale of tobacco products, kratom, and hemp-derived THC products restricted to individuals aged 21 and older is associated with increased health risks, especially among youth and young adults; and

WHEREAS, 2023 Healthy Kids Colorado ("HKCS") survey data demonstrates that among underage students who tried to buy tobacco or vaping products at a store, 84% of Aurora youth were not refused service because of age; and

WHEREAS, unregulated sales of such products can contribute to youth initiation of substance use, nicotine addiction, and exposure to psychoactive or potentially harmful substances; and

WHEREAS, kratom, while not scheduled federally, has been subject to public health advisories by the U.S. Food and Drug Administration due to concerns over its addictive potential, lack of regulation, and association with adverse health events; and

WHEREAS, Colorado state law Sec. 6-1-740(2)(a)(II) C.R.S., prohibits any person from distributing, selling, or offering for sale a Kratom product to an individual who is under twenty-one years of age; and

WHEREAS, Sec. 25-5-427(8)(e) C.R.S., makes it unlawful to sell certain hemp products to an individual who is under twenty-one years of age; and

WHEREAS, there is a lack of enforcement by the state at retail outlets to ensure that Kratom and age-restricted hemp Tetrahydrocannabinol ("THC") products are not sold to youth; and

WHEREAS, outlets selling such items are frequently located in areas of poverty, are often correlated with the location of drug markets and criminal activity, and their concentration is detrimental to the economic vitality and health of the community, particularly for the youth; and

WHEREAS, a local licensing system will allow the City to identify, monitor, and regulate businesses that sell these products to ensure compliance with state and federal age restrictions and labeling requirements; and

WHEREAS, the City seeks to prevent the overconcentration of age-restricted product retailers in vulnerable neighborhoods, which research has shown to exacerbate public health disparities and reduce neighborhood livability; and

WHEREAS, local licensing requirements will support the enforcement of existing laws prohibiting the sale of these products to individuals under the legal age, as well as enhance compliance inspections and nuisance abatement efforts; and

WHEREAS, requiring a Tobacco, Kratom, and Age-Restricted Hemp Retail License is a reasonable and necessary exercise of the City's home rule and police powers to protect the public health, safety, and welfare of its residents; and

WHEREAS, the City Council hereby finds that it is in the best interest of the City to adopt reasonable regulations that promote community health, well-being, reduce crime, and support the economic vitality of the City.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO.

Section 1. The City Code of the City of Aurora, Colorado is hereby amended to add Article IV and sections 6-501 through 6-522 to Chapter 6 of the City Code which article and sections shall read as follows:

**Article IV. TOBACCO AND AGE-RESTRICTED PSYCHOACTIVE PRODUCT RETAIL ESTABLISHMENTS**

**Sec. 6-501. Definitions.**

**Except as otherwise indicated by the context, the following words and phrases shall have the following meanings:**

***Age-Restricted Hemp Product*** **means any hemp product prohibited to be sold to an individual under twenty-one years of age by Sec. 25-5-427(8)(e) C.R.S., as amended.**

***Age-Restricted psychoactive*** **product means any tobacco product, age-restricted hemp product, or kratom product that cannot be legally sold to an individual who is under twenty-one years of age pursuant to federal or state law.**

***Applicant*** **means any person who has submitted an application for a license or renewal of license pursuant to this article.**

***Accessory*** **means any product that is intended or reasonably expected to be used with or for the human consumption of a tobacco or an age-restricted psychoactive product; does not contain tobacco or an age-restricted psychoactive product and is not made or derived from tobacco or an age-restricted psychoactive product; and meets either of the following: (1) is not intended or reasonably expected to affect or alter the performance, composition, constituents, or characteristics of a tobacco or an age-restricted psychoactive product; or (2) is intended or reasonably expected to affect or maintain the performance, composition, constituents, or characteristics of a tobacco or an age-restricted psychoactive product, but: (a) solely controls moisture and/or temperature of a stored tobacco or an age-restricted psychoactive product; or (b) solely provides an external heat source to initiate but not maintain, combustion of a tobacco or an age-restricted psychoactive product. Accessory includes, but is not limited to, carrying cases, lanyards, and holsters.**

***Cigar*** **means any roll of tobacco, other than a cigarette, that is wrapped in tobacco leaf or in any other substance containing tobacco, with or without a tip or mouthpiece.**

***Cigarette*** **means any product that contains tobacco or nicotine that is intended to be burned or heated under ordinary conditions of use, and consists of or contains:**

**(1) any roll of tobacco wrapped in paper or in any substance not containing tobacco;**
**(2) tobacco in any form that is functional in the product, which, because of its appearance, the type of tobacco used in the filler, or its packaging or labeling, is likely to be offered to, or purchased by consumers as a cigarette; or**
**(3) any roll of tobacco wrapped in any substance containing tobacco that, because of its appearance, the type of tobacco used in the filler, or its packaging and labeling, is likely to be offered to, or purchased by, consumers as a cigarette described in subparagraph (1)(a) above.**
**(4) the term includes all "roll-your-own," i.e., any tobacco that, because of its appearance, type, packaging, or labeling, is suitable for use and likely to be offered to or purchased by consumers as tobacco for making cigarettes.**

***City or the city*** **means the City of Aurora, Colorado.**

***City Code*** **means the Aurora, Colo. Code or the Unified Development Code of the City.**

***Commercial tobacco*** **means tobacco that is manufactured and sold for profit for use in cigarettes, smokeless tobacco, pipe tobacco, cigars, hookah and other products. Commercial tobacco is regulated by the Food and Drug Administration (FDA) under the Family Smoking and Prevention Act which gives the FDA the authority to regulate the manufacture, distribution and advertising of commercial tobacco. The word "tobacco" when referenced in this article, unless indicated otherwise, refers to commercial tobacco.**

***Component or part*** **means any software or assembly of materials intended or reasonably expected:**

**(1) To alter or affect the tobacco or an age-restricted psychoactive product's performance, composition, or characteristics; or**

**(2) To be used with or for the human consumption of a tobacco or an age-restricted psychoactive product or electronic smoking device. Component or part excludes anything that is an accessory, and includes, but is not limited to e-liquids, cartridges, certain batteries, heating coils, programmable software and flavorings for electronic smoking devices.**

***Coupon*** **means any voucher, rebate, card, paper, note, form, statement, ticket, image, or other issue or similar item, whether in paper, digital, or other form, used for commercial purposes to obtain an article, product, service, or accommodation without charge or at a discounted price.**

***Crime Prevention Through Environmental Design (CPTED)*** **means architectural design, site design, operational, and landscape design principles and standards intended to reduce the fear and incidence of crime, and to improve the quality of life.**

***Delivery sale*** **means the sale of any tobacco product to any person for personal consumption and not for resale when the sale is conducted by any means other than an in-person, over-the-counter sales transaction in a tobacco retail establishment. Delivery sale includes delivery by licensees or third parties, by any means, including curbside pick-up.**

***Drug paraphernalia*** **shall include any products meeting the definition of drug paraphernalia in section 94-220 of the Aurora Colo. Code and any products meeting the definition of marijuana paraphernalia in Sec. 18-13-122 C.R.S., as amended.**

***Electronic delivery device*** **means any device that may be used to deliver any aerosolized or vaporized substance, whether natural or synthetic, to the person inhaling from the device, including, but not limited to, devices manufactured, marketed or sold as an e-cigarette, e-cigar, e-pipe, electronic smoking device, vape pen, or e-hookah. Electronic delivery device includes any component, part, or accessory of the device, and also includes any substance that may be aerosolized or vaporized by such device, whether or not the substance contains nicotine. Electronic delivery device does not include medical marijuana as defined in Sec. 44-10-103(34) C.R.S., as amended, or section 14 of article XVIII of the Colorado Constitution, or retail marijuana as defined in Sec. 44-10-103(57) C.R.S., as amended, or Section 16(2)(f) of Article XVIII of the Colorado Constitution; or any product that is a drug, device, or combination of products specifically authorized for smoking cessation purposes by the United States Food and Drug Administration, as those terms are defined or described in 21 U.S.C. 321 and 353(g).**

***Finance Director*** **means the Director of Finance of the City or designee.**

***Full retail price*** **means the price listed for a tobacco product on its packaging or on any related shelving, advertising, or display where the tobacco product is sold or offered for sale, plus all applicable taxes and fees, if such taxes and fees are not included in the listed price.**

***Good cause*** **for purposes of approving, refusing or denying the issuance or renewal of a license means:**

**(1) The licensee or applicant has violated, does not meet, or has failed to comply with any of the provisions of the Colorado State Statutes or the Colorado Regulations governing the sale and consumption of tobacco or age-restricted psychoactive products including the Colorado Clean Indoor Air Act, C.R.S. § 25-14-201 *et seq.*, the Aurora Colo. Code, any rule and regulation adopted pursuant thereto, any supplemental relevant state or local law, rule or regulation related to the sale of such products.**

**(2) The licensee or applicant has failed to comply with any term or condition placed on the license by order of the state licensing authority or local licensing authority;**

**(3) The licensed premises are not in compliance with any city zoning, building code or other city code or state statute.**

**(4) Operating the licensed premises in a manner that adversely affects the public health, safety, or general welfare of the City or the immediate neighborhood in which the business is located, including failing to take reasonable, good faith, proactive measures to prevent a pattern of criminal activity on or about the licensed premises, including but not limited to prostitution, unlawful drug or alcohol consumption, underage access to age-restricted products through third parties, drug dealing, and associated loitering behaviors. Such measures may include, but are not limited to, the following:**

**(a) posting no loitering or no trespassing signage and reporting violations promptly to the Aurora Police Department;**

**(b) implementing Crime Prevention Through Environmental Design measures such as lighting, natural surveillance, transparent windows, and property maintenance;**

**(c) reporting any disturbances and criminal behavior promptly to the Aurora Police Department;**

**(d) installation of video surveillance and other mechanical security measures; or**

**(e) other effective alternatives.**

**(5) Nothing in this ordinance shall be construed to require a licensee or its employees to physically intervene in, enforce, or remediate unlawful conduct beyond reasonable cooperation with law enforcement as permitted by law. This ordinance does not impose a duty of physical enforcement or use of force by retail employees.**

**(6) In the case of a new license, the previous licensee at the proposed location violated this section within the last 24 months resulting in revocation, nonrenewal or a**

**surrender for cause. In such case the license may be issued if the new applicant has no association with the prior operation and demonstrates through written compliance policies, employee training programs, documented operation controls and other substantial changes to the operation and character of the licensed premises that violations are unlikely to continue under the new licensee.**

**(7) In consideration of good cause for nonrenewal or denial of license application, the authority shall consider the nature, severity and pattern of violations and good faith actions taken by the licensee in mitigation of such violations.**

***Good moral character*** **The Licensing Authority may deny, suspend, or revoke a license based on a determination of good moral character only where such determination is supported by demonstrable, objective evidence of violations directly related to the sale of age-restricted products, including repeated or willful violations of applicable state or local laws governing youth access, retail compliance, or licensing requirements. Conduct unrelated to the sale of age-restricted products shall not, standing alone, constitute grounds for license denial, suspension, or revocation. The licensing authority may consider, as relevant to the licensed activity, whether the individual has been convicted of a crime of moral turpitude in the last (10) years**

***Hemp and hemp products*** **mean any hemp or hemp product as defined by Sec. 25-5-427(2) C.R.S., as amended.**

***Hookah Lounge*** **means a business establishment, facility, or portion thereof whether indoors or outdoors that is engaged in the on-site sale and consumption of tobacco, herbal shisha, or other substances (whether or not containing nicotine) through a communal hookah, waterpipe, or similar smoking apparatus.**

***Incidental Product Dealer*** **means a Tobacco and Age-Restricted Psychoactive Product retailer where the sale of tobacco or age-restricted psychoactive products are secondary to the business and make up less than fifteen percent (15%) of the retailer's floor space and less than fifty (50%) of the retailer's gross sales.**

***Indoor Age-Restricted Tobacco and Psychoactive Product Retailer*** **mean a retailer that sells cigarettes, tobacco products, or nicotine products for consumers to use at the retail location and that must comply with the requirements in Sec. 25-14-204(3) C.R.S., as amended, including, but not limited to premium cigar lounges, and hookah bars and lounges.**

***Inspections*** **means the systems of the state licensing authority(s) or the local licensing authority ("licensing authority") uses to investigate and ensure that tobacco and age-restricted psychoactive product retailers are complying with the requirements of this article. Compliance checks may involve the use of persons under twenty-one (21) years of age who purchase or attempt to purchase tobacco products. Compliance checks may also be conducted by other units of government or designees of a licensing authority for educational, research, and training purposes or for investigating or enforcing state, or**

**local laws related to tobacco and age-restricted psychoactive products.**

***Kratom product*** **means any kratom product as defined by Sec. 6-1-740 C.R.S., as amended.**

***Large format grocery store*** **means a retail establishment primarily engaged in the sale of a wide variety of food products for off-site consumption, including but not limited to fresh produce, meats, dairy, packaged goods, frozen foods, and household necessities, and which occupies a total floor area of 10,000 square feet or more.**

***License*** **means to grant a revocable privilege to lawfully operate a tobacco and age-restricted psychoactive product retail business authorized pursuant to Sec. 44-7-104.5 C.R.S., as amended, and this article.**

***Licensed premises*** **means the premises specified in an application at a specific address for a license authorized pursuant to this article, which are owned or in the possession of the licensee.**

***Licensee*** **means the owner or holder of a Tobacco and Age-Restricted Psychoactive Product Retail License.**

***Local licensing authority*** **means the Director of Finance, or any person(s) designated by the Director of Finance with the responsibilities to enforce or administer the provisions of this article.**

***Little cigar*** **means any roll of tobacco other than a cigarette wrapped entirely or in part in tobacco or any substance containing tobacco and weighing no more than 4.5 pounds per thousand. Little cigar includes, but is not limited to, tobacco products known or labeled as small cigar, little cigar, or cigarillo.**

***Loosies*** **is the common term used to refer to single cigarettes, cigars, and any other licensed products that have been removed from their original retail packaging and offered for sale. Loosies does not include premium cigars that are hand-constructed, have a wrapper made entirely from whole tobacco leaf, and have a filler and binder made entirely of tobacco, except for adhesives or other materials used to maintain size, texture, or flavor.**

***Manufacturer*** **means any person, including any re-packer or re-labeler, who manufactures, fabricates, assembles, processes, or labels a tobacco or an age-restricted psychoactive product; or imports a finished product for sale or distribution into the United States.**

***Minimum legal sales age*** **means twenty-one (21) years of age.**

***Mobile vending*** **means any sale other than at a fixed location, including but not limited to, mobile vendors operating out of vehicles or non-permanent vending machines.**

***Moveable place of business*** **means any form of business that is operated out of a kiosk, truck, van, automobile or any other type of vehicle or transportable shelter or any other temporary location including, but not limited to, any festival or event intended to occur at any location that is not a fixed storefront which has been authorized as a tobacco and age-restricted psychoactive product retailer with an approved tobacco and age-restricted psychoactive product license issued by the City.**

***Nicotine delivery product*** **means any product containing or delivering nicotine, including any salt or complex of nicotine whether natural or synthetic, intended for human consumption, or any part of such a product, that is not tobacco, or an electronic delivery device as defined in this section. Nicotine delivery product does not include any nicotine cessation product that has been authorized by the U.S. Food and Drug Administration to be marketed and for sale as "drugs," "devices," or "combination products," as defined in the Federal Food, Drug, and Cosmetic Act.**

***Person*** **means any natural person, a joint venture, joint stock company, partnership, association, firm, club, company corporation, business, trust or organization, or the manager, lessee, agent, servant, officer or employee of any of them.**

***Premium cigar*** **means a cigar that meets all of the following characteristics:**

**(1) is handmade or hand rolled;**
**(2) is not mass produced through the use of mechanization;**
**(3) has a wrapper that is made entirely from whole tobacco leaf;**
**(4) has a filler composed of at least fifty (50) percent natural, long-leaf filler tobacco;**
**(5) does not have a filter, tip or non-tobacco mouthpiece;**
**(6) is capped by hand;**
**(7) weighs more than six (6) pounds per thousand units.**

***Premium Cigar Lounge*** **means a retail tobacco business that exclusively sells and permits consumption of premium cigars and retails no other tobacco or nicotine products and sales of all other products and services are merely incidental to tobacco.**

***Proprietor*** **means a person with an ownership or managerial interest in a business. An ownership interest shall be deemed to exist when a person has a ten (10) percent or greater interest in the stock, assets, or income of a business other than the sole interest of security for debt. A managerial interest shall be deemed to exist when a person has or shares ultimate control over the day-to-day operations of a business.**

***Prohibited kratom product*** **means any kratom product not permitted to be sold in the State of Colorado according to Sec. 6-1-740(2) C.R.S., as amended.**

***Prohibited hemp product*** **means any hemp product not permitted to be sold in the State of Colorado according to Sec. 25-5-427 C.R.S., as amended.**

***Psychoactive product*** **means any tobacco product, age-restricted hemp product, or any kratom product as defined in this article.**

***Public nuisance*** **shall have the same meaning as that defined in Sec. 62-26 of the Aurora City Code as amended**

***Retailing*** **means the selling of any tobacco product, age-restricted hemp product, or any kratom product to consumers and end users.**

***Sale or sell*** **means any transfer, exchange, barter, gift, offer for sale, or distribution for a commercial purpose, in any manner or by any means whatsoever.**

***School*** **means a public, parochial, charter, or any other nonpublic school that provides basic academic education in compliance with school attendance laws for students in grades one through twelve.**

***Self-service display*** **means the open display or storage of tobacco or age-restricted psychoactive products in a manner that is physically accessible in any way to the general public without the assistance of the retailer or employee of the retailer and a direct face-to-face transfer between the purchaser and the retailer or employee of the retailer. A vending machine is a form of self-service display.**

***Smoking*** **means inhaling, exhaling, burning, or carrying any lighted or heated cigar, cigarette, or pipe, or any other lighted or heated product containing, made, or derived from nicotine, tobacco, marijuana, or other plant, whether natural or synthetic, that is intended for inhalation. Smoking includes carrying or using an electronic delivery device.**

***Tobacco festival*** **means an age-restricted off-site tobacco event pursuant to Sec. 44-7-105.5 C.R.S., as amended.**

***Tobacco paraphernalia*** **means any item designed for or reasonably expected to be used for the consumption, use or preparation of tobacco products.**

***Tobacco product*** **means:**

**(1) Any product containing, made of, or derived from tobacco, nicotine or synthetic nicotine that is intended for human consumption or is likely to be consumed, whether inhaled, absorbed, or ingested by any other means, including but not limited to, a cigarette, a cigar, pipe tobacco, chewing tobacco, shisha, snuff, snus, or pouch;**

**(2) Any electronic delivery device as defined in this section;**

**(3) Any component, part, or accessory of (1) or (2), whether or not any of these contains tobacco or nicotine, including but not limited to, filters, rolling papers, blunt or hemp wraps, hookahs, mouthpieces, and pipes;**

**(4) Rolling papers, wraps, pipes, or other devices intentionally designed or intended to be used with tobacco products; or**

**(5) Tobacco product does not include medical marijuana as defined in Sec. 44-10-103(34) C.R.S., as amended, or Section 14 of Article XVIII of the Colorado Constitution, or retail marijuana as defined in Sec. 44-10-103(57) C.R.S., as amended, or Section 16(2)(f) of Article XVIII of the Colorado Constitution; or any product that is a drug, device, or combination of products specifically authorized for smoking cessation purposes by the United States Food and Drug Administration, as those terms are defined or described in 21 U.S.C. 321 and 353(g).**

***Tobacco and Age-Restricted Psychoactive Product Retailer*** **mean any person who sells, offers for sale, or exchanges or offers to exchange for any form of consideration, tobacco products, kratom and/or kratom products, or age-restricted hemp products.**

***Tobacco and Age-Restricted Psychoactive Product Retail Establishment*** **means any place of business where tobacco and/or age-restricted psychoactive products and other drug paraphernalia are available for sale to the general public. Retail establishment includes, but are not limited to, grocery stores, tobacco product shops, convenience stores, liquor stores, vape shops, smoke shops, head shops, and gasoline service stations but does not include licensed retail marijuana establishments.**

***Vape Store, Smoke Shop or Head Shop*** **means a retailer business or any person that sells, offers for sale, or offers to exchange for any form of consideration, tobacco, nicotine, age-restricted hemp products, kratom products, tobacco paraphernalia, vaping devices or other drug paraphernalia; and has fifteen percent (15%) or more of the square feet in the establishment used for the sale or display of those products or generates fifty (50%) or more from the sale of those products.**

***Vending machine*** **means any mechanical, electric or electronic, or other type of device that dispenses tobacco or age-restricted psychoactive products upon payment by any form by the person seeking to purchase product(s).**

**Sec. 6-502. Local licensing authority.**

**(a) The local licensing authority has the power and authority to grant a license authorized by this article. The local licensing authority has the authority to deny a license or refuse to renew a license for good cause.**

**(b) The local licensing authority may promulgate such rules and regulations deemed necessary for the proper administration and enforcement of this article and may**

**exercise all other powers and duties as are set forth in the Colorado Revised Statutes, the City Code, and any rule or regulation adopted pursuant thereto.**

**Sec. 6-503. Tobacco and Age-Restricted Psychoactive Product Retail License.**

**The local licensing authority may issue a tobacco and age-restricted psychoactive product retail license for the sale of tobacco or age-restricted psychoactive products after a determination that the applicant complies with the requirements of the City Code and any rule or regulation adopted pursuant thereto.**

**(a) It shall be unlawful for any person to sell tobacco or age-restricted psychoactive products within the city, without first obtaining and maintaining a tobacco and age-restricted psychoactive product retail license issued pursuant to this article.**

**(b) The license requirement set forth in this article shall be in addition to, and not in lieu of, any other licensing and permitting requirements imposed by any other federal, state, or local law, pertaining to the marketing and sale of tobacco and age-restricted psychoactive products.**

**(c) No vested rights. Notwithstanding anything contained in this article, an applicant issued a license authorized by this article has no vested right to the license or the renewal of a license, and no property right in the license or the renewal of a license.**

**(d) Notwithstanding Sec. 6-503(c), when a license has been issued to a spouse or limited partners, the death of a spouse or partner shall not require the surviving spouse or partner to obtain a new license for the remainder of the term of that license. All rights and privileges granted under the original license shall continue in full force and effect as to such survivors for the balance of the term of the license, so long as the survivors meet all other conditions under this ordinance.**

**Sec. 6-504. General Licensing Requirements.**

**(a) *Applications.* All applications for any license authorized by this article shall be submitted to the local licensing authority upon forms provided by the local licensing authority.**

**(b) *Complete applications.* An application for a license shall not be considered complete until the local licensing authority has (1) determined that all requirements of the application have been provided to the city, (2) received the licensing fee, and (3) obtained all other information, including that the business location complies with local zoning requirements.**

**(c)** ***Separate licenses.*** **A separate license shall be required for each geographic location as established by a different street address, different unit or suite number for the geographical location.**

**(d)** ***Issuance of a license.*** **The local licensing authority shall issue the license upon investigation and a finding that all the following conditions are met:**

**(1)** **The applicant is at least twenty-one years of age;**
**(2)** **the applicant has met all the terms, conditions, conditions, conditions, provisions, and requirements imposed upon the applicant or the licensee by the City Code and all the rules and regulations adopted pursuant thereto, and all applicable building, fire, health or zoning statutes, codes, ordinances, rules, or regulations adopted pursuant thereto related to such a business application;**
**(3)** **the license application is complete, and all requested supplemental documentation has been provided;**
**(4)** **the license application contains no falsified information, no false statements or misrepresented material or relevant facts;**
**(5)** **all fees and late charges, if any, have been paid;**
**(6)** **the applicant has timely filed all tax returns as required by law in relation to the business for which the license is sought;**
**(7)** **the applicant is not overdue on any payment to the City of any taxes, fines, interest, penalties or collections costs assessed against or imposed upon such applicant in relation to the business for which the license is sought; and**
**(8)** **the applicant and any persons with 10 percent or more financial interest in the license are of good moral character.**

**(e)** ***Denial of application.*** **Each of the following, in and of itself, constitutes full and adequate grounds for denying an application:**

**(1)** **The applicant has not paid all applicable fees required by this article;**
**(2)** **The applicant is under the age of twenty-one (21);**
**(3)** **The applicant has violated, does not meet, or has failed to comply with any provision of the City Code or any rule or regulation adopted pursuant thereto, or any other applicable building, fire, health rule or regulation adopted pursuant thereto or any zoning statute, code, or ordinance;**
**(4)** **The application contains falsified information, false statements, misleading or incomplete information;**
**(5)** **The applicant or anyone stated in the application is not of good moral character;**
**(6)** **The applicant is overdue on payment to the City of any taxes, interest, penalties, and collection costs assessed against or imposed upon such applicant or licensee in relation to the business for which the license is sought;**

**(7) For good cause;**

**(8) A certificate of occupancy has not been issued by the City's building division for the use desired in the application; or**

**(9) The applicant is a sheriff, deputy, police officer, prosecuting officer, or an officer or employee of the state, a licensing authority, or the City.**

**(f)** ***Notice of denial.*** **If after investigation the local licensing authority determines that the application will be denied, then the local licensing authority shall:**

**(1) Deny the application based upon the information presented in the license application; and**

**(2) Notify the applicant of the local licensing authority's decision of denial and the reasons for the denial.**

**(g)** ***Appeal.*** **All decisions of the local licensing authority are final, subject only to an appeal and public hearing before the Finance Director if a petition for an appeal is received by the Finance Director within 20 days of the date on the notice of denial. Every petition for appeal must set forth in writing the legal and factual support for the appeal. The Finance Director shall only consider those issues specifically addressed in the petition for appeal.**

**(h)** ***Duty to supplement.*** **If, at any time before or after a license is issued pursuant to this article, any information required by this article, the City Code, or any rule or regulation adopted pursuant thereto changes from that which is stated in the application, the applicant or licensee shall supplement their application with the updated information within 10 days from the date upon which such change occurs.**

**(i)** ***Notices by e-mail.*** **All notices, orders and other communications required to be given to an applicant or a licensee under this article shall be sent via e-mail to the applicant or licensee at the e-mail address shown in the application on file with the local licensing authority of the City. The applicant or licensee has a duty to inform the local licensing authority of a current e-mail address and has an ongoing duty to notify the local licensing authority of any change in the e-mail address within 24 hours of any change. The local licensing authority shall maintain a record of applicant's or licensee's e-mail address and shall store a copy of all e-mail communications with the applicant or licensee for a period of approximately two years. This storage record creates a presumption and is prima facie evidence that any notice, order, or other communications was sent by the City and received by the applicant or licensee**

**Sec. 6-505. License Term and Renewal.**

**Each license issued pursuant to this article shall be valid for a period of one year from the date of issuance. All licenses issued pursuant to this article must be renewed on an**

**annual basis. Any license not renewed on or before the expiration date will terminate on the expiration date.**

**Sec. 6-506. License Fees.**

**(a) An applicant for a new license authorized by this article shall pay the city a licensing fee when the application is filed. The purpose of the fee is to cover the direct and indirect costs to the city of the administration, regulation, and implementation of this article. The City shall also collect license renewal fees. Such fees shall be established by the city manager in accordance with the provisions of section 2-587 of the City Code.**

**(b) At least annually, the amount of fees charged pursuant to this section shall be reviewed and, if necessary, adjusted to reflect the direct and indirect costs incurred by the City in connection with the administration, regulation, and enforcement of this article, including costs of random inspections.**

**Sec. 6-507. Tobacco and Age-Restricted Psychoactive Product Retail Establishment Location, Modification, and License Limits.**

**(a) Each tobacco and age-restricted psychoactive product retail establishment shall have a permanent location. No tobacco or age-restricted psychoactive product retailing shall be permitted to operate from a moveable, mobile, or transitory location. Any event of temporary duration in the form of a sponsored event, festival, or otherwise, shall require a permit from the city.**

**(b) A tobacco and age-restricted psychoactive product retail establishment may be located only on property as allowed in the table of uses as defined by the City Code or the Unified Development Code of the City. No establishment shall be permitted as a home occupation.**

**(c) Distance from schools. No tobacco and age-restricted psychoactive product retail establishment shall be located within one-thousand five hundred (1,500) feet of any public or parochial school, college, university, or seminary.**

**(d) No tobacco and age-restricted psychoactive product retail establishment shall be located within 500 feet of any existing tobacco retail establishment.**

**(e) No Vape Store, Smoke Shop or Head Shop shall be within 2000 feet of another Vape Store, Smoke Shop or Head Shop.**

**(f) No hookah lounge shall be permitted within two (2) miles of another hookah lounge.**

**(g) No indoor hookah lounge shall be located in the same building adjacent to a business licensed for on premise alcohol consumption when both businesses share common financial interests.**

**(h) Computing of distances. The distances set forth in this section are to be computed as measured by a straight line from the nearest portion of the building or unit used by the applicant to the nearest portion of the building or unit used by the existing licensee or applicant. For purposes of distances from schools, the distance shall be measured from the nearest portion of the building or unit used by the applicant to the nearest point of the property line of the land used for school purposes.**

**(i) An exception for the issuance of a tobacco and age-restricted psychoactive product retail license is available for an existing tobacco and age-restricted psychoactive product retail establishment operating and selling tobacco and age-restricted psychoactive products prior to the effective date of this ordinance that would otherwise be in violation of the location requirements provided herein. The sale of a continuously operated licensed business shall not invalidate this exception as long as all other elements are met. All other licensing requirements pursuant to this article shall apply and must be met in order for this exception to apply, including the following:**

**(1) the tobacco and age-restricted psychoactive product retail establishment is not closed for business or otherwise suspends tobacco and age-restricted psychoactive product sales, whether voluntarily or due to license suspension for more than sixty (60) consecutive days;**

**(2) the tobacco and age-restricted psychoactive product retailer does not substantially change the business premises or business operation. A substantial change to the business operation includes, but is not limited to, expansion of the physical premises or the transferring or sale of a location for which a significant purpose is avoiding the effect of violations of this ordinance; and**

**(3) if the City determines that a tobacco and age-restricted psychoactive product retailer has substantially changed the business premises or operation and the tobacco retailer disputes this determination, the tobacco retailer bears the burden of proving by a preponderance of evidence that such change(s) do not constitute a substantial change.**

**(j) A Vape Store, Smoke Shop or Head Shop shall not exceed two thousand five hundred (2,500) square feet of gross floor area in size.**

**(k) Hookah Lounges shall maintain a clear line of sight into the business during nighttime operation so as the activity of the patrons of the business are visible from the exterior.**

**(l) Modification of licensed premises. After obtaining a license, a licensee shall not make physical changes, alterations, or modifications to the licensed premises that materially or substantially alters the licensed premises or the usage of the licensed premises from the plans originally approved by the local licensing authority without submitting an application for such change, alteration, or modification, and obtaining the prior written approval of the local licensing authority to make such proposed modifications.**

**Sec. 6-508. Tobacco and Age-Restricted Psychoactive Product Retailer License Classes**

**(a) Classes of Licenses**
- **(1) Incidental Product Dealer**
- **(2) Hookah Lounge**
- **(3) Vape Store, Smoke Shop or Head Shop**
- **(4) Premium Cigar Lounge**

**Sec. 6-509. Minimum Legal Sales Age and Access to Tobacco Age-Restricted Psychoactive Products.**

**(a) It shall be unlawful for any person to sell, give, deliver or furnish any tobacco or age-restricted psychoactive product or other drug paraphernalia to anyone under twenty-one (21) years of age. It shall be an affirmative defense to a prosecution under this subsection that the person furnishing the product was presented with and reasonably relied upon a document to include any verified digital identification which identified the person receiving the product as being twenty-one (21) years of age or older.**

**(b) Age verification. A tobacco retailer must verify by means of government-issued photographic identification containing the bearer's date of birth that the purchaser of any tobacco or age-restricted psychoactive product is at least 21 years of age.**

**(c) No tobacco and age-restricted psychoactive product retailer shall sell or offer to sell any licensed product in any manner or form prohibited by state, or other local law or regulation.**

**(d) Every tobacco and age-restricted psychoactive product retailer shall display the signage required by Sec. 44-7-103(3) C.R.S., as amended and shall additionally display the following warning signage. Such signage shall be prominently displayed, directly adjacent to the state required signage in a font size and style that is visually similar to the signage required by Sec. 44-7-103(3) C.R.S., as amended.**

**WARNING**
**IT IS ILLEGAL TO SELL CIGARETTES, TOBACCO PRODUCTS, TOBACCO OR MARAIJUANA PARAPHERNALIA, KRATOM, AGE-RESTRICTED HEMP, OR NICOTINE PRODUCTS TO ANY PERSON UNDER TWENTY-ONE YEARS OF AGE.**
**AURORA COLO. CODE SEC 6-509(b).**

**THE COLORADO TOBACCO AND NICOTINE QUITLINE**
**IS AVAILABLE IN ENGLISH AND SPANISH.**
**CALL 1-800-QUIT-NOW (1-800-784-8669) OR VISIT https://www.coquitline.org.**

**(e)** **It shall be unlawful for any retail tobacco and age-restricted psychoactive product store to sell or display or permit to be sold or displayed any tobacco or age-restricted psychoactive product in such a manner that it can be reached or purchased by customers without it being requested from, and provided by, an employee of the establishment unless in a controlled area only accessible by persons 21 years of age or older and verified by the licensee.**

**(f)** ***A Hookah Lounge, Premium Cigar Lounge, and Vape Store, Smoke Shop or Head Shop*** **that permits indoor smoking must comply with the requirements in Sec. 25-14-204(3) C.R.S., as amended, including, but not limited to:**

**(1)** **Prohibiting entry by any person under twenty-one years of age;**
**(2)** **Displaying signage in at least one conspicuous place and at least four inches by six inches in size stating either;**
**(i)** **"Smoking allowed. Persons under twenty-one years of age may not enter."; or**
**(ii)** **In the case of a retailer that desires to allow the use of electronic smoking devices but no other forms of smoking on the premises, "Vaping allowed. Persons under twenty-one years of age may not enter."**

**(g)** **A licensee shall not sell tobacco or age-restricted psychoactive products, accessories, or paraphernalia that have cartoon characters or trade infringing products targeted to children.**

**Sec. 6-510. Employee Tobacco and Age-Restricted Psychoactive Product Sales.**

**A retailer shall not permit a person under twenty-one (21) years of age to sell or participate in the sale of tobacco and age-restricted psychoactive products.**

**Sec. 6-511. Sale of Tobacco Products from Vending Machines Prohibited.**

**It shall be unlawful for any person to sell or offer for sale any tobacco or age-restricted psychoactive products by use of a vending machine or other self-service display.**

**Sec. 6-512. Hookah Lounges**

**(a) It shall be unlawful for an indoor hookah lounge:**

**(1) To knowingly permit possession of any alcoholic beverage on or around the licensed premises at any time;**
**(2) To knowingly permit possession or use of any illicit drug on or around the licensed premises at any time;**
**(3) To operate between the hours of 2:00 a.m. and 7:00 a.m. daily unless more restricted by zoning or license conditions; or**
**(4) To conduct the establishment in a manner resulting in noise or incidents of disorderly conduct, intoxication or other activities offensive to the citizens of the neighborhood whether such incidents occur on or in the immediate vicinity of the hookah lounge.**

**(b) Subsection (a)(1) does not apply to a hookah lounge that is operated on an outdoor patio directly as part of the operation of a business licensed for the sale and consumption of alcoholic beverages.**

**Sec. 6-513. Onsite Delivery of Tobacco or Age-Restricted Psychoactive Products Prohibited.**

**(a) The delivery of tobacco or age-restricted psychoactive products from a licensed retail establishment to a person who is not another licensed retailer is prohibited.**

**(b) This section does not apply to the direct shipment of cigars or pipe tobacco that is not restricted pursuant to Sec. 44-7-104.7 C.R.S., as amended.**

**Sec 6-514. Reserved.**

**Sec. 6-515. Prohibition of Sale of Marijuana, Nonscheduled Psychoactive Ingredients and Drug Paraphernalia Implements.**

**(a) It shall be unlawful for retailers licensed under this article to violate Article IX of Chapter 26.**

**(b) It shall be unlawful for any person to sell any prohibited kratom product.**

**(c) It shall be unlawful for any person to sell any prohibited hemp product.**

**(d) It shall be unlawful for retailers licensed under this article to sell marijuana.**

**(e) It shall be an aggravating factor in any violation proceedings for this section for a licensed retailer found selling items in violation of this section to fail to provide**

**the local licensing authority with records of its purchase of such items in a timely manner when requested by the local licensing authority, and such license may be suspended until licensee discloses the source of such items.**

**Sec. 6-516. Reserved.**

**Sec. 6-517. Product Packaging.**

**(a) It shall be unlawful for any retail tobacco and age-restricted psychoactive retailer to sell tobacco or age-restricted psychoactive products in any form or condition other than in the packaging provided by the manufacturer.**

**(b) This section shall not apply to premium cigars or pipe tobacco sold by a person who primarily engages in the business of selling cigars, pipe tobacco, cigar related accessories, and pipe tobacco related accessories, or the rental of on-premises humidors or other cigar storage units.**

**Sec. 6-518. Reserved.**

**Sec. 6-519. Tobacco Product Marketing**

**(a) A tobacco and age-restricted psychoactive product retailer without a valid current tobacco and age-restricted psychoactive product retail license including a retail license that is under administrative review, or one that has been suspended or revoked:**

**(1) Shall keep all tobacco and age-restricted psychoactive products and paraphernalia out of public view. The public display of any tobacco or age-restricted psychoactive products in violation of this provision shall constitute retailing without a license under this article; and**

**(2) Shall not display any advertisement relating to any tobacco or age-restricted psychoactive products that promotes the sale or distribution of such products from the retail establishment or that could lead a reasonable consumer to believe that such products can be obtained at that location.**

**Sec. 6-520. Tobacco and Age-Restricted Psychoactive Product Retail Compliance Inspections.**

**(a) Every applicant, licensee, employee, or agent of a licensee shall permit a licensing authority, its agents, or any other person authorized to inspect the premises and the location for compliance with the City Code and any of the rules and regulations adopted pursuant thereto. Licensee shall also provide access to all security footage upon request.**

**(b) Every licensee shall also provide upon request a copy of all records required to be maintained by this article or records required to be maintained by any state or federal regulatory agency. Such records shall include all records kept in the normal course of business including but not limited to invoices, sales, inventory, bills of lading, financial statements, payroll, purchase orders, contracts, and agreements.**

**(c) All licensed premises must be open to inspection by law enforcement or other authorized officials of a licensing authority during regular business hours.**

**(d) The City shall conduct a minimum of two (2) compliance inspections per year by engaging persons under the age of twenty-one (21) at each licensed retail location.**

**(e) If the compliance inspection results in a violation pursuant to this article, the City shall conduct an additional compliance check of the retail location where the violation occurred within forty-five (45) days.**

**(f) Under-aged individuals participating in compliance checks will be supervised by law enforcement or other designated personnel and will not be guilty of illegal possession or illegal procurement when those items are obtained as a part of the inspection protocol. The City shall not enforce any law establishing a minimum age for tobacco and age-restricted psychoactive product purchases or possession against an individual who otherwise might be in violation of such law because of the individual's age (hereinafter "underage inspector") if the potential violation occurs when:**

**(1) The underage inspector is participating in an inspection supervised by a peace officer, code enforcement official, or licensing authority personnel designated to monitor compliance with this article;**

**(2) The underage inspector is acting as an agent of the local licensing authority or an entity designated by the City to monitor compliance with this article; or**

**(3) The underage inspector is participating in an inspection funded in part, either directly or indirectly through subcontracting with the City, the Colorado Department of Public Health and Environment, or the Colorado Department of Revenue.**

**Sec. 6-521. Penalties, License Suspension and Revocation.**

**(a) The Finance Director has the power and authority to impose disciplinary actions, sanctions, penalties upon a licensee that may include a fine, a suspension or a revocation of a license issued by the City's local licensing authority for any violation by the licensee or by any of the agents or employees of the licensee of any provision of the City Code, state statute, any rule or regulation adopted**

**pursuant thereto, any building, fire, health rule or regulation, in addition to any other penalties prescribed by the City Code.**

**(b) The Finance Director also has the authority to impose disciplinary actions, sanctions, penalties on the licensee if the Finance Director finds that:**

**(1) The licensee has failed to pay all required fines, costs and fees.**
**(2) The licensee has failed to file tax returns when due as required by the City Code, or the licensee is overdue on payment to the City of taxes, fines, interest, or penalties assessed against or imposed upon such licensee in relation to the licensed business.**
**(3) The licensee has made a false statement, falsified any information, or misrepresented any material fact submitted in the license or renewal application.**
**(4) The licensee has failed to operate in accordance with any special term or condition placed upon a license by the local licensing authority.**
**(5) The licensee has failed to operate in accordance with the City Code and any of the provisions of this article.**
**(6) The licensee has knowingly or unreasonably permitted, facilitated, encouraged, or failed to prevent a public nuisance from occurring in or about the licensed premises.**
**(7) The licensee acquired tobacco products from wholesalers not licensed for collection of Colorado tobacco and nicotine taxes with the intent of evading state taxation.**
**(8) Committed any unlawful act as prescribed by this article.**
**(9) Any fact or condition exists which, if it had been known to exist at the time of the application for such license, would have warranted the refusal to issue such license.**

**(c) Penalties imposed for a violation.**

**(1) Any fine imposed by the Finance Director shall not be less than $500.00.**
**(2) If the Finance Director finds that the license should be suspended or revoked or a fine imposed, the licensee shall be provided with written notice of such fine, suspension or revocation and the reasons therefore within 20 days following the date of the hearing.**
**(3) If the Finance Director suspends or revokes a license or imposes a fine the licensee may appeal the fine, suspension or revocation to the district court pursuant to Rule 106(a)(4) of the Colorado Rules of Civil Procedure. The licensee's failure to timely appeal the decision is a waiver of the licensee's right to contest the fine imposed, the suspension or the revocation of the license.**
**(4) The Finance Director has the authority to impose the costs to conduct a public hearing upon a licensee who has violated any of the provisions prescribed by this article.**

**(5) No fee previously paid by a licensee in connection with a tobacco and age-restricted psychoactive product retail license shall be refunded if the licensee's license is suspended or revoked.**

**(d) For compliance checks the following penalty structure shall apply:**

**(1) For a first violation, the licensing authority shall issue a fine in the amount of $1,000;**
**(2) For a second violation within 36 months, the licensing authority shall issue a fine in the amount of $2,000 and suspend the license for 7 days;**
**(3) For a third violation within 36 months, the licensing authority shall issue a fine in the amount of $2,650 and suspend the license for 21 days OR revocation of the license; and**
**(4) For a fourth violation within 36 months, the licensing authority shall permanently revoke the license.**

**(e) Suspension order compliance.**

**(1) In accordance with Sec 6-521(b), the local licensing authority may take any actions necessary to ensure compliance with a suspension of the privilege to sell tobacco and age-restricted psychoactive products, including, but not limited to, requiring removal of all tobacco and age-restricted psychoactive products from the sales area of the location where products are sold for the duration of the suspension, and inspecting any and all documentation relevant to the suspension. The retailer shall post, in a prominent place at the premises of the location where tobacco and age-restricted psychoactive product sales have been suspended, a notice that tobacco and age-restricted psychoactive product sales have been suspended for the duration of the suspension.**

**(2) It shall be a violation of this Section if a tobacco and age-restricted psychoactive product retailer violates or fails to comply with the terms and conditions of a suspension order. If the local licensing authority determines that an order issued pursuant to this article has been violated, or that the licensee has failed to comply with a suspension order, the local licensing authority may reimpose the original suspension up to the full term. Any reimposed suspension shall be in addition to any penalty ordered for a new violation.**

**(f) The Finance Director may also summarily suspend a tobacco and age restricted psychoactive product retailer license with a hearing to be scheduled within 15 days when the director finds that:**
**(1) The licensee willfully violated provisions of this article, or the continued operation of the licensed establishment presents a risk to public health and safety.**

**Sec. 6-522. Liability.**

**A tobacco and age-restricted psychoactive product retailer shall be liable for the actions of its officers, agents, representatives or employees regarding the sale of tobacco and age-restricted psychoactive products on the licensed premises.**

**Sec. 6-523. Reporting**

***Report to city council.*** **The director shall report in writing to the city council at least annually regarding the implementation and effectiveness of this article.**

Section 2. That section 94-343 of the City Code of the City of Aurora, Colorado, is hereby amended to read as follows;

Sec. 94-343. Dispensing of tobacco **and age-restricted psychoactive** products.

(a) For the purpose of this section, the term "tobacco products" **has the meaning as prescribed in Sec. 6-501 of the City Code pertaining tobacco retail licensure.** ~~means cigars, cigarettes, cheroots, stogies, periques, granulated, plus cut, crimp cut, ready rubbed, and other smoking tobacco, snuff, snuff flour, cavendish, plus and twist tobacco, fine cut and other chewing tobaccos, and other kinds and forms of tobacco, prepared in such a manner as to be suitable for chewing, to be placed in the oral cavity or nasal passage, or for smoking in a pipe or otherwise or both for chewing and smoking.~~

(b) **For the purposes of this section the terms kratom product, age-restricted psychoactive product, psychoactive product, and age-restricted hemp products shall have the same definition as defined in Sec. 6-501 of the City Code.**

(c) ~~(b)~~ It shall be unlawful for any person to knowingly furnish to any person who is under ~~18~~ **21** years of age, by gift, sale, or any other means, any tobacco or **age-restricted psychoactive** product. It shall be an affirmative defense to a prosecution under this subsection that the person furnishing the tobacco or **age-restricted psychoactive** product was presented with and reasonably relied upon a document which identified the person receiving the tobacco product as being ~~18~~ **21** year**s** of age or older.

~~(d) It shall be unlawful for any person who is under 18 years of age to purchase any tobacco product.~~

~~(e) Except as otherwise stated in this subsection, it shall be unlawful for any person to sell or offer to sell any tobacco products by use of a vending machine or other coin-operated machine. Cigarettes may be sold at retail through vending machines only in:~~

~~(1) Factories, businesses, offices, or other places not open to the general public;~~
~~(2) Places to which persons under the age of 18 years are not permitted access; or~~

~~(3) Places where the vending machine is under the direct supervision of the owner of the establishment or any adult employee of the owner including, but not limited to establishments holding a valid liquor license.~~

~~As used in this subsection, the term "under direct supervision" means the vending machine shall be in plain vision of the employee or owner during regular business hours. It shall be an affirmative defense to a prosecution under this subsection that the person selling or offering to sell the tobacco product was presented with and reasonably relied upon a document which identified the person purchasing the tobacco product as being 18 years of age or older.~~

~~(f) Any person who sells or offers to sell any tobacco products shall display a warning sign in a prominent place in the building and on such machine at all times and in accordance with C.R.S. § 18-13-121(b).~~

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. 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. Repealer. All orders, resolutions, or ordinances in conflict with this Ordinance or with any of the documents hereby approved, are hereby repealed only to the extent of such conflict. This repealer shall not be construed as reviving any resolution, ordinance, or part thereof, heretofore repealed.

INTRODUCED, READ AND ORDERED PUBLISHED this _____ day of _____, 2026.

PASSED AND ORDERED PUBLISHED this _____ day of _____, 2026.

_____
MIKE COFFMAN, Mayor

ATTEST:

_____
KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:
PETER SCHULTE, CITY ATTORNEY

_____
By: HANOSKY HERNANDEZ, Sr. Assistant City Attorney

# CITY OF AURORA
## Council Agenda Commentary

| |
|---|
| **Item Title:** Tobacco and Age Restricted Psychoactive Product Retail Licensure (Ordinance) |
| **Item Initiator:** Trevor Vaughn, Manager of Licensing, Finance |
| **Staff Source/Legal Source:** Trevor Vaughn, Manager of Licensing, Finance / Hanosky Hernandez, Senior Assistant City Attorney |
| **Outside Speaker:** N/A |
| **Strategic Outcome:** Safe: Promoting safety in our built environment through effective administration of city codes and ordinances and responding to emergencies appropriately to preserve and enhance the community's sense of security and well-being. |

**COUNCIL MEETING DATES:**

**Study Session:** 2/9/2026

**Regular Meeting:** 2/23/2026

**2nd Regular Meeting (if applicable):** 3/9/2026

**Item requires a Public Hearing:** ☐ Yes ☒ No

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

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

Sponsors: Ruben Medina, Council Member / Stephanie Hancock, Council Member
Trevor Vaughn, Manager of Licensing, Finance / Hanosky Hernandez, Senior Assistant City Attorney
Estimated time: 25 mins

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

☐ Approve Item and Move Forward to Study Session

☒ Approve Item and Move Forward to Regular Meeting

☐ Information Only

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

☐ Approve Item as Proposed at Policy Committee

☐ Approve Item as Proposed at Study Session

☐ Approve Item as Proposed at Regular Meeting

**PREVIOUS ACTIONS OR REVIEWS:**

**Policy Committee Name:** Management & Finance

**Policy Committee Date:** 11/4/2025

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

☒ Recommends Approval

☐ Does Not Recommend Approval

☐ Forwarded Without Recommendation

☐ Minutes Not Available

☒ Minutes Attached

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

A number of changes were made to the ordinance after the Management and Finance Committee Meeting and as a result of industry feedback. Methods of receiving feedback include an October 10th business regulatory newsletter; the Business Advisory Board held a retailer outreach session on January 9th. Staff also had communications with industry lobbyists and small businesses directly. Aurora Partners for Thriving Youth conducted numerous meetings with businesses to educate about the ordinance and obtain feedback. These are the changes that were made as a result of those meetings and outreach:

- Removal of allowance for mobile cigar lounges as the State had determined these operations are not legal and declined to renew the license of the one that was operating in the city.
- Deletion of section 6-518 that prohibited samples, promotions, rewards programs and discounts.
- Changes to consideration of good cause for nonrenewal or denial of the license to clarify that it should have a substantial basis.
- Changes to good moral character to clarify the considerations need to relate to operation of the business.
- Elimination of distance restriction exemptions for large format grocery stores and premium cigar lounges as businesses felt this exemption was discriminatory against small business.
- Clarification that grandfathering is not eliminated with the sale of a business.
- Changes to the signage requirement to ensure no conflict with state law.
- Addition of a section to require annual reporting on the program to city council.

A number of provisions requested struck or modified by industry were not changed as they substantially altered the effectiveness of the ordinance. Most notable items of contention that were not modified include:

- Section 6-509(c) prohibits products in any manner prohibited by federal law. The prohibition of items prohibited by federal law is a concern regarding products that do not have FDA authorization.
- Section 6-510 prohibits individuals under the age of 21 from participating in the sale of age restricted products without exception.

This item was presented at the November 4th Management and Finance Committee which recommended forwarding the item to Study Session with members Bergan and Coombs in support and Chair Gardner in opposition.

The item was presented at the November 17th Business Advisory Board. At least one member expressed concern regarding the distance restrictions for hookah lounges. Comments were also made that the ordinance did a lot of things and if it should be in more than one ordinance. This was a theme from industry lobbyists as well. In discussion with proponents and the sponsors, the current structure is comprehensive and provides additional policy benefits to address not just sales to youth of tobacco products but also kratom, age restricted hemp and paraphernalia as well as addressing related public safety concerns. The proposal seeks to be more comprehensive rather than a copy of the state law and separate the proposals could be additional burden on small businesses. Changes to the ordinance were presented at the January 26th Business Advisory Board meeting. The board did not take an official position on the ordinance.

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

This proposal establishes a Tobacco, Kratom, and Age-Restricted Hemp Product License. The primary purpose of the license is to prevent youth access to tobacco and other psychoactive substances by requiring local licensure and compliance checks for retail establishments selling these products. This item does NOT propose a ban on flavors and existing businesses will be grandfathered from distance restrictions.

A secondary purpose is to impose operational requirements on retailers, including compliance with local, state, and federal laws governing psychoactive products, and ensuring that hookah lounges operate legally and do not

over-concentrate. Several Colorado jurisdictions already require local licensure in addition to the state program, including Denver, Thornton, Boulder, Pueblo, Golden, Northglenn, and Lake County. The cost for the license is a $500 annual fee, supporting twice-annual local compliance checks and program administration.

Research by *Aurora Partners for Thriving Youth* indicates:

- Broad availability of products to minors.
- Retailers are located near schools and youth-oriented facilities.
- Ongoing youth access to products at retail despite State restrictions and twice-annual State compliance checks.

The proposed penalty schedule is more stringent than the State's:

- First violation: Minimum $1,000 fine (vs. state's $250).
- Second violation within 36 months: $2,000 fine and 7-day suspension.
- Third violation within 36 months: $2,650 fine and 21-day suspension.
- Fourth violation within 36 months: Revocation of license.

While the state focuses primarily on sales to minors and advertising, this proposed city program goes further to address public health, safety, and neighborhood impacts by including:

- License regulation of Kratom and age-restricted hemp products (21+ only), with proactive retail enforcement.
- Compliance with the city's nonscheduled psychoactive substances and drug paraphernalia ordinance, prohibiting high 7-OH or THC products and illicit paraphernalia.
- Restriction of marijuana and tobacco paraphernalia sales to licensed retailers;
- Prohibition of youth-targeted paraphernalia using cartoon or copyrighted characters (e.g., Pokémon, Star Wars, video game characters).
- Limiting marijuana paraphernalia sales to customers 21+.
- Operational standards prohibiting loitering for drug or prostitution purposes.
- Prohibition of SNAP/EBT fraud.
- Authority to inspect books and records.
- Ability to source illegal psychoactive products.
- Licensee "good moral character" requirements.

Spacing and location restrictions to prevent over-concentration of outlets:

- **1,500 feet** from schools.
- **500 feet** between any retailer.
- **2,000 feet** between vape stores.
- **2 miles** between hookah lounges.
- Does not apply to existing retailers including the ability to transfer ownership.

Hookah lounges must also:

- Close no later than 2:00 a.m. (none impacted)
- Prohibit alcohol and illicit drugs.
- Maintain clear sightline into the interior at night.
- Avoid nuisance activity.
- Be spaced at least 2 miles apart.

Aurora currently has approximately 340 tobacco retailers. At $500 per license, the program will generate about $170,000 annually, with an additional $30,000 expected from fines.
Revenues will fund compliance checks, administration including the addition of a Licensing Supervisor position.

## 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.)*

$500 license fee for approximately 340 licensees equals $170,000 in revenue, and an additional revenue of $30,000 projected from fines.

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

$200,000 budget expenditure impact including a licensing supervisor position and compensation for minor compliance agents, hearing costs and miscellaneous other costs.

**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.)*

Additional workload for existing staff, legal and Manager.

**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.)*

Additional workload to manage the program.

## QUESTIONS FOR COUNCIL

Does the committee wish to forward the item to study session with any recommendations?

## LEGAL COMMENTS

City Council has all the legislative powers of the City and all other powers of a home rule city not specifically limited by the Constitution of the State of Colorado and not specifically limited or conferred upon others by the Charter. City Council has the power to enact and provide for the enforcement of all ordinances to protect life, health and property. (City Charter, art. III, sec. 3-9) Every act making an appropriation, creating an indebtedness, authorizing borrowing of money, levying a tax, establishing any rule or regulation for the violation of which a penalty is imposed, or placing any burden upon or limiting the use of private property, shall be by ordinance. (City Charter, art. V, sec. 5-3) Every ordinance requires the affirmative vote of a majority of the entire membership of Council for final passage. (City Charter, art. V, sec. 5-2) City Council has the authority to do what is deemed necessary and proper to promote the prosperity, improve the order, comfort and convenience of the City and its inhabitants. (City Code sec. 2-32) (Hernandez)

# Proposed Retail Licensing Ordinance: Tobacco, Kratom & Age-Restricted Hemp

Trevor Vaughn, Manager of Licensing

# Proposal

- Primary Purpose : Reduce Youth Access
  - 2023 Healthy Kids Colorado High School survey found 85% of Aurora students were not refused due to age.  cdphe.colorado.gov/hkcs
  - 1 out of 4 Aurora students obtain tobacco from retailers.
  - 80-90% of smokers begin at or before age 18.
  - Creates license and resource for twice annual compliance checks

# Proposal

- Secondary Purpose
  - Address safety, crime and social disorder issues
  - Density of smoke shops: paraphernalia & psychoactive products
  - Hookah lounge problems: drugs, alcohol, fights, after-hours activity
  - Targeting of low-income areas, EBT Fraud
  - These are often the locations selling to youth

# Proposal

- KEY NOTES:

1. NO FLAVOR BAN
2. NO KRATOM BAN
3. EXISTING BUSINESSES GRANDFATHERED FROM DISTANCE RESTRICTIONS

# Current Framework

- State law: 21+ for tobacco, kratom, and hemp products
- State license compliance checks (tobacco only) very siloed approach
- State does not license kratom/hemp retail sales or paraphernalia
- Other cities (Denver, Broomfield, Northglenn, Boulder, Golden, Lone Tree ) license tobacco retailers
- Aurora's proposed license is unique

# Differences From State

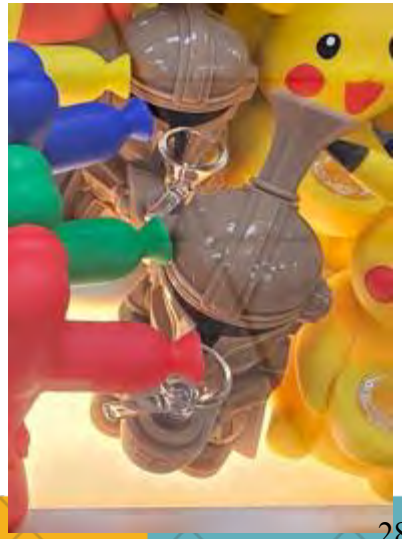
- More aggressive penalty schedule for failed compliance checks
- Combined license for all age restricted products Tobacco, Kratom, Hemp, Paraphernalia
- Compliance with psychoactive / paraphernalia ordinance – Civil Enforcement
- Enforcement of MJ paraphernalia to 21+ and address copyrighted products

# Proposed Prohibition: youth targeted and trade / copyright infringing paraphernalia









# Additional Operational Standards

- Similar to liquor, no neighborhood impacts, drug or prostitution loitering
- Inspection of books and records
- No bypassing state taxes through unlicensed wholesalers – equal playing field
- Prohibition of SNAP / EBT Fraud
- “Good Moral Character”
- Prohibition of delivery services
- Cleaner enforcement of Proposed Socioeconomic Impact Permit and spacing – Tentative April 2026

# Inspection of Books Records

- Substantial illicit products found – THC, Mushrooms, 7-oh, chemical psychoactives
- Pattern refusal to source the products




















# Spacing Requirements

- 1,500 ft from schools (vs 500 state)
- 500 ft between incidental product sellers
- 2,000 ft between vape / smoke shops
- 2 miles between hookah lounges
- Grandfather existing with allowance to transfer ownership

# Hookah Lounges



•6 licensed, 1 pending; 3 closed since September 2024 due to violations

•National issue: clustering → illegal alcohol, after-hours ops, drug use

•**Proposed Standards:**
•2 a.m. closing (Denver: Midnight; Cincinnati: 10 p.m.)
•Prohibit alcohol & drug possession
•Clear line of sight at night
• Premise Conduct standards
•“Good moral character” requirement

# Premium Cigar Lounges

- Mobile deemed illegal under state law – ordinance updated
- 2 permanent
- Not liquor licensed



# Aggressive Penalty Structure - Compliance Checks

| Violation | Penalty (City) 36 months | State (24 months) |
|---|---|---|
| 1st | $1,000 | $250 |
| 2nd | $2,000 + 7 days | $500 + 7 days |
| 3rd | $2,650 + 21 days | $750 + 30 days |
| 4th | Revocation | Revocation |

# Notable Elements Not In the Ordinance

- No flavor ban
- No distance restrictions from youth-oriented facilities, day cares, preschools
- Does not include the State's ban on exterior vape product advertising

# Implementation

- Approx. 335 retailers
- 272 incidental product (grocery and convenience), 55 Smoke Shops, 6 hookah, 2 Premium Cigar
- $500 license fee
- Addition of supervisor FTE in Licensing

# Changes from M&F Version

- Removal of discount/rewards program prohibition
- Clarification on elements of good cause for nonrenewal
- Additional specifics on good moral character considerations as it relates to business operation
- Removal of distance exemptions for grocery outlets and premium cigar lounges
- Clarification that transfer of ownership does not invalidate grandfathering
- Adjustments to required signage
- Adding a section regarding reporting annual on the program (taken from Denver's ordinance)

# Key Issues Raised By Business Community

- Changes not incorporated
  - Anything that render a section unenforceable
  - A request for a very specific analysis of the program and how that analysis would be done
  - Removal of the provision that vendors cannot sell products in a form not federally legal
  - Request to remove restriction that persons involved with product sales must be at least 21 years of age

# Proposed Ordinance

- Does the council approve forwarding the item for formal consideration?

September 19, 2025

Dear Aurora City Council Members:

Thank you for your tireless commitment to the health, safety, and well-being of Aurora residents. Aurora is a vibrant, diverse city with a bright future – a future that is reflected in the brilliance and potential of its youth. Yet that future is being threatened by the growing presence of tobacco and nicotine products that are specifically designed to appeal to young people.

As community-based organizations, public health leaders, educators, and residents, we are urging you to adopt a local Tobacco Retail Licensing (TRL) ordinance. This critical policy will create a robust, local enforcement protocol that holds retailers accountable and helps keep harmful, highly addictive tobacco products out of the hands of Aurora's youth.

The facts are clear:

- Tobacco products kill nearly 500,000 people in the United States each year,[1] and 80% of life-long dependence on nicotine begins before age 18.[2]
- E-cigarettes and disposable vapes are the most commonly used tobacco products among youth today.[3]
- These products contain extremely high levels of nicotine, fueling addiction and negatively affecting adolescent brain development.
- In Aurora, there are twice as many tobacco retailers as grocery stores.[4]
- Retailers located within 1,500 feet of a school are twice as likely to sell to youth under 21,[5] and 1 in 4 Aurora youth report getting vapes directly from a retailer.[6]
- Studies show that an overconcentration of tobacco retailers correlates with higher rates of crime and increased youth access to these products.[7]

We believe the City of Aurora must act, and that a local TRL policy is the right tool to do so. Importantly, ***TRL does not restrict adult access to legal tobacco or nicotine products.*** Instead, it ensures that retailers operate responsibly and within the bounds of the law.

A local TRL ordinance would:

- **Build on existing state law to strengthen enforcement and close critical gaps.** While Colorado requires two compliance checks per year, local TRL would *add* an additional layer of accountability by allowing Aurora to conduct its own compliance inspections, enforce local penalties, and ensure retailers follow Aurora-specific protections. The draft ordinance also includes requirements not covered by state law, such as proximity restrictions to youth-serving locations, limits on license transfers, and regulation on other potentially harmful products like kratom and age-restricted hemp.
- **Promote accountability and education.** By requiring all retailers to be licensed and trained on tobacco laws, Aurora can ensure that businesses understand and follow local and state regulations—and that enforcement is both consistent and educational.

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[1] Campaign for Tobacco-Free Kids. (2025). *The Toll of Tobacco in the United States.* Campaign for Tobacco-Free Kids. https://www.tobaccofreekids.org/problem/toll-us

[2] Campaign for Tobacco-Free Kids. (2024). *The path to tobacco addiction starts at very young ages.* https://assets.tobaccofreekids.org/factsheets/0127.pdf

[3] Center for Disease Control and Prevention. (2024). *E-Cigarette use among youth.* Smoking and Tobacco Use; CDC. https://www.cdc.gov/tobacco/e-cigarettes/youth.html

[4] Adams and Arapahoe County Retail Food License Data (2025)

[5] Colorado Department of Revenue, Tobacco Compliance Check (2023)

[6] Colorado Department of Public Health & Environment (2023). *Healthy Kids Colorado Survey*. [online] https://cdphe.colorado.gov/hkcs.

[7] Subica, A.M. *et al*. (2018) 'The geography of crime and violence surrounding tobacco shops, medical marijuana dispensaries, and off-sale alcohol outlets in a large, urban low-income community of color', *Preventive Medicine*, 108, pp. 8–16. doi:10.1016/j.ypmed.2017.12.020.

- **Ensure fair competition.** A licensing system creates a level playing field by holding all retailers to the same standards, discouraging illegal or unregulated sales that undercut compliant businesses.
- **Protect youth health and safety.** Local TRL helps prevent those under the age of 21 from accessing highly addictive nicotine products by enforcing age restrictions and reducing the presence of retailers near schools and youth-serving areas.

Tobacco retail licensing is a policy that has worked to protect youth and young adults and promote an accountable and responsible business environment in other communities across Colorado, and it can work in Aurora as well. We urge you to take this meaningful step forward and support the development and passage of a local Tobacco Retail Licensing ordinance in Aurora.

Together, we can create a healthier future for all Aurora residents and a brighter future for our youth.

Sincerely,

The Undersigned Organizations and Community Partners

ARAPAHOE COUNTY
PUBLIC HEALTH



# Concerned About Youth Tobacco and Nicotine Use? We Are, Too.

Help us prevent sales to minors. Nearly **84%** of Aurora youth who tried to buy tobacco or vaping products in a store were NOT turned away, according to the Colorado Department of Public Health and Environment's 2023 Healthy Kids Colorado survey. Tobacco retail licensing can help!

## Did You Know?

**Aurora has 354 licensed tobacco retailers**

- 101 tobacco retailers are within 1,000 feet of schools and recreation centers
- 30 stores are within 500 feet of a school
- 8% have violations for selling to minors
- 162 retailers are located in the area of high-poverty schools
- 23 schools in the district have three or more stores selling tobacco and vaping products within a half mile
- The 80010 zip code HAS MORE VAPE SHOPS THAN GROCERY STORES

## Why Tobacco Retail Licensing Is Important

Easy access to vape products increases youth nicotine addiction, harms brain development, and normalizes unhealthy behaviors. It also increases the risk of using alcohol, cannabis, and other drugs. Licensing is a proven approach that restricts illegal sales to youth.

- Licensing requires retailers to obtain a license to sell tobacco products and follow all tobacco laws
- Retailers who do not follow the laws will pay fines and lose the ability to sell tobacco products

**Licensing also:**

- Helps enforce where and how tobacco and nicotine products can be sold
- Provides an accurate list of tobacco retailers for inspections.
- Funds retailer education, administration of licenses, and enforcement

AURORA PARTNERS
FOR THRIVING YOUTH

## Making A Bigger Impact

**Additional policy options for retail licensing could include:**

- Reducing the number of licenses near youth-serving organizations
- Prohibiting licenses within 1,000 feet of youth-serving organizations
- Capping the number of retail licenses preventing market over saturation and ensuring balanced competition for current tobacco retailers.
- Preventing youth from obtaining Kratom and cannabis products
- Removing illicit drug paraphernalia
- Preventing the sale of psychoactive products like nitrous oxide, amanita muscaria, mad honey, and poppers in tobacco retailers and vape shops

## What Can You Do to Help?

You can play an important role in reducing youth tobacco and nicotine sales and use by scanning the QR code below to sign up and help in any of the following ways:

- Educate students and families at community and school events
- Write letters to the editor
- Attend town hall or public meetings in your city council ward
- E-mail your city council members
- Make public comment at city council meetings

> "New nicotine products need stricter regulation to protect youth from addiction, as these products are often marketed with appealing flavors and misleading safety claims that target teens. Without stronger oversight, they pose serious risks to adolescent brain development and can lead to long-term nicotine dependence."

*–Aretha Savaloja, Dean of Students 4th–8th grade, Edna and John W. Lobley P8*

# AURORA PARTNERS FOR THRIVING YOUTH

APTY is a coalition dedicated to reducing substance misuse among youth in the Aurora community. Our coalition convenes monthly meetings to address community needs, develop prevention strategies, and implement interventions at the community level.

Our Approach:

- **Community Needs Assessment:** APTY regularly conducts assessments to identify the specific needs of our community related to substance misuse prevention.
- **Youth and Community Engagement:** We actively seek input from young people and community members to inform the development and implementation of programs, initiatives, and opportunities aimed at building protective factors within the community.
- **Program Development and Implementation**: Based on the needs identified and the input gathered from student, families and the community, APTY develops and implements evidence-based programs and initiatives to reduce the effects of substance misuse.
- **Building Protective Factors**: Our focus is on building protective factors within the community to mitigate the impact of substance misuse. This includes programs and initiatives that promote social, emotional, and physical wellness among youth and community members.

Please contact Haley Foster at Hfoster@aurorak12.org or
visit our website aurorapartnersforthrivingyouth.org for more information.

Partnering with youth and the Aurora community to create opportunities that empower youth to be leaders and to thrive by embracing social, emotional, and physical wellness.

# APTY's Substance Prevention Program

APTY uses the Substance Abuse and Mental Health Services Administration's (SAMHSA) Strategic Prevention Framework to address substance misuse and related behavioral health issues. Recently, we transitioned our fiscal agency to the Aurora Public Schools District (APS), prompting a renewed focus on substance prevention.

Our coalition identified three key areas to develop interventions and address substance misuse:

- **Access and Prevention of Nicotine Vaping and Other Drugs**:
  - Partner with local law enforcement and health agencies to monitor and reduce the availability of nicotine vaping products and other drugs.
  - Enforce laws and regulations to limit access to these substances.

- **School Prevention and Intervention Programming:**
  - Collaborate with APS to integrate comprehensive substance prevention education into the school curriculum, including lessons, workshops, and after-school programs.
  - Review and strengthen school policies related to substance use.

- **Parent and Caregiver Education and Awareness:**
  - Launch communication campaigns via social media, newsletters, and local media to raise awareness about safe use.
  - Provide resources and tips to help parents and caregivers prevent substance misuse

Through these initiatives, APTY aims to create a healthier and safer community in Aurora.

# 2023 HIGH SCHOOL HKCS VAPING DATA

| | ARAPAHOE CO | AURORA PUBLIC SCHOOLS | ADAMS CO |
|---|---|---|---|
| EASY TO GET VAPE | 49.3 | 45.4 | 46.8 |
| EVER USED | 30.1 | 30.3 | 27.5 |
| USED BEFORE AGE 13 | 7.9 | 7.9 | 6 |
| THINK IT IS WRONG | 78.8 | 79.5 | 80.3 |
| RISK OF HARM | 83.6 | 81.2 | 80.6 |
| NOT REFUSED BECAUSE OF AGE | 83.7 | 84.3 | 87.4 |
| BOUGHT FROM TOBACCO RETAIL | 26.1 | 22.4 | 32.7 |
| TRIED TO QUIT | 60.9 | 63.6 | 52.3 |
| USED IN LAST 30 DAYS | 8 | 7.3 | 7.1 |

AURORA PARTNERS FOR THRIVING YOUTH

## KNOW THE NUMBERS FOR AURORA

- 101 tobacco retailers are within 1,000 feet of schools and recreation centers
- 30 stores are within 500 feet of a school
- 8% have violations for selling to minors
- 162 retailers are located in the area of high-poverty schools
- 23 schools in the district have three or more stores selling tobacco and vaping products within a half mile
- THE 80010 ZIP CODE HAS MORE VAPE SHOPS THAN GROCERY STORES

ADAMS COUNTY
HEALTH DEPARTMENT
*Your Health. Our Mission.*

**BOARD OF HEALTH**

**RESOLUTION IN SUPPORT OF CITY OF AURORA TOBACCO RETAIL LICENSURE ORDINANCE**

**Resolution No. 2025-011**

**WHEREAS,** tobacco is the number one cause of preventable and premature death in Colorado, and it is estimated that 90,000 youth under 18 in Colorado will die prematurely from smoking; and

**WHEREAS,** the decrease in youth tobacco usage has been supplanted by the advent of flavored nicotine products like vapes which have become the most commonly used nicotine products among youth today; and

**WHEREAS,** these products contain extremely high levels of nicotine, fueling addiction and negatively affecting adolescent brain development; and

**WHEREAS,** research indicates that nearly eighty percent (80%) of lifelong nicotine addiction begins before the age of 18; and

**WHEREAS,** tobacco use in Colorado accounts for $2.19 billion in annual health care costs, $4.4 billion in lost productivity, and $775 in tax burden per individual household;

**WHEREAS**, 85% of Aurora students were not refused due to age when they attempted to buy tobacco or nicotine products from a retailer; and

**WHEREAS**, retailers located within 1,500 feet of a school are twice as likely to sell to youth under 21, and there are twice as many tobacco retailers than grocery stores in Aurora; and

**WHEREAS**, Tobacco Retail License (TRL) ordinances have been shown to be an effective local tool to strengthen enforcement, increase accountability, and reduce youth tobacco and nicotine consumption; and

**WHEREAS,** TRL ordinances ensure that enforcement is consistent and educational, while ensuring fair competition by creating a level playing field by holding all retailers to the same standards, discouraging illegal or unregulated sales that undercut compliant businesses.

**NOW, THEREFORE, BE IT RESOLVED**, that the Adams County Board of Health firmly supports the City of Aurora's efforts to implement a tobacco retail licensing program to keep dangerous and harmful tobacco and nicotine products out of the hands of Aurora's youth, ensuring a healthier and happier future for the next generation.

**Upon motion duly made and seconded the foregoing resolution was adopted by the following vote:**

| | | |
|---|---|---|
| **Gilliam** | _____ | Aye |
| **Keiling** | _____ | Aye |
| **Lindemann** | _____ | Aye |
| **Mahnke** | _____ | Absent |
| **Winkler** | _____ | Absent |

**Board of Health Members**

**ADOPTED, this 18th day of September 2025.**

Dee Dee Gilliam (Sep 19, 2025 08:48:13 MDT)

Dr. Dierdre Gilliam, DNP, RN, PHN, President
Adams County Board of Health

KAISER PERMANENTE®

August 26, 2025

Aurora City Council
City of Aurora
15151 E. Alameda Parkway
Aurora, CO 80012

Dear Members of the Aurora City Council,

Tobacco retail licensing (TRL) is a proven public health strategy that strengthens the enforcement of local laws designed to protect youth from the harmful effects of tobacco. Requiring a license to sell tobacco products aligns these addictive substances with other regulated items such as alcohol and firearms. Kaiser Permanente strongly supports comprehensive tobacco control policies, including TRL.

Tobacco use remains the leading cause of preventable disease, premature death, and disability in the United States. It is also the single largest contributor to avoidable health care costs. Tobacco-related chronic diseases are among the most prevalent and costly health issues facing our communities.

For many years, Kaiser Permanente has actively supported the adoption of local ordinances that restrict the sale of flavored tobacco products—items specifically designed to be more addictive, harder to quit, and proven to be gateway products for youth. We have also been a strong advocate for "Tobacco 21" laws at the federal, state, and local levels, which are now in effect nationwide.

TRL laws are essential to the effective enforcement of Tobacco 21, flavored tobacco bans, and other youth access regulations by establishing a structured and accountable framework for regulating tobacco sales. Key benefits include:

- Enhanced Compliance Monitoring: TRL laws require retailers to obtain and renew licenses, enabling governments to maintain accurate records of tobacco vendors. This supports regular compliance checks to ensure retailers are not selling to individuals under the age of 21.

- Civil Penalties for Violations: Licensing laws allow for graduated penalties—including fines, license suspension, and revocation—for retailers who violate age restrictions. This shifts accountability from individual clerks to business owners.

- Support for Federal Enforcement: TRL systems complement federal enforcement efforts (e.g., FDA compliance checks) and help states meet federal requirements, such as maintaining a retailer violation rate below 20% to secure SAMHSA block grants.

As Colorado's largest nonprofit health care provider, Kaiser Permanente has proudly served the state's residents for more than 55 years. We offer our full support to the City of Aurora in taking this important step toward passing a comprehensive tobacco control ordinance that includes the establishment of a TRL system.

Respectfully,

Michael S. Ramseier
President, Kaiser Foundation Health Plan of Colorado
Kaiser Permanente

Dr. Jeff Krawcek
President, Executive Medical Director,
KP Medical Foundation

# Reducing Youth Access:

## The Case for Tobacco, Kratom, and Hemp Retail Licensing (TRL+) in Aurora

# AURORA PARTNERS FOR THRIVING YOUTH

Our mission is to partner with young people and the Aurora community to create meaningful opportunities that support youth in reaching their full potential.

We focus on nurturing social, emotional, and physical wellness—and on building the protective factors that keep young people safe, supported, and inspired.



# THE PROBLEM

**Youth are using and have access to tobacco and nicotine products.**

- Tobacco products kill half a million people in the US each year.[1]
- 80% of all regular smokers begin smoking at or before the age of 18.[2]
- E-cigarettes and disposable vapes are the most used tobacco products among youth.[3]
- Nicotine products such as vapes have high amounts of nicotine in them, driving youth addiction and dependence on these products.

Stanford MEDICINE
REACH Lab

# CIGS IN AN E-CIG

TOBACCO PREVENTION TOOLKIT

**1 Pack of Cigarettes**
**= ~22mg of Nicotine**



**~20**
**CIGARETTES**



**1 JUUL Pod**
**= ~41.3mg of Nicotine**



**~37**
**CIGARETTES**



**1 Flum Float**
**= ~400mg of Nicotine**



**~363**
**CIGARETTES**



**1 Elf Bar**
**= ~650mg of Nicotine**

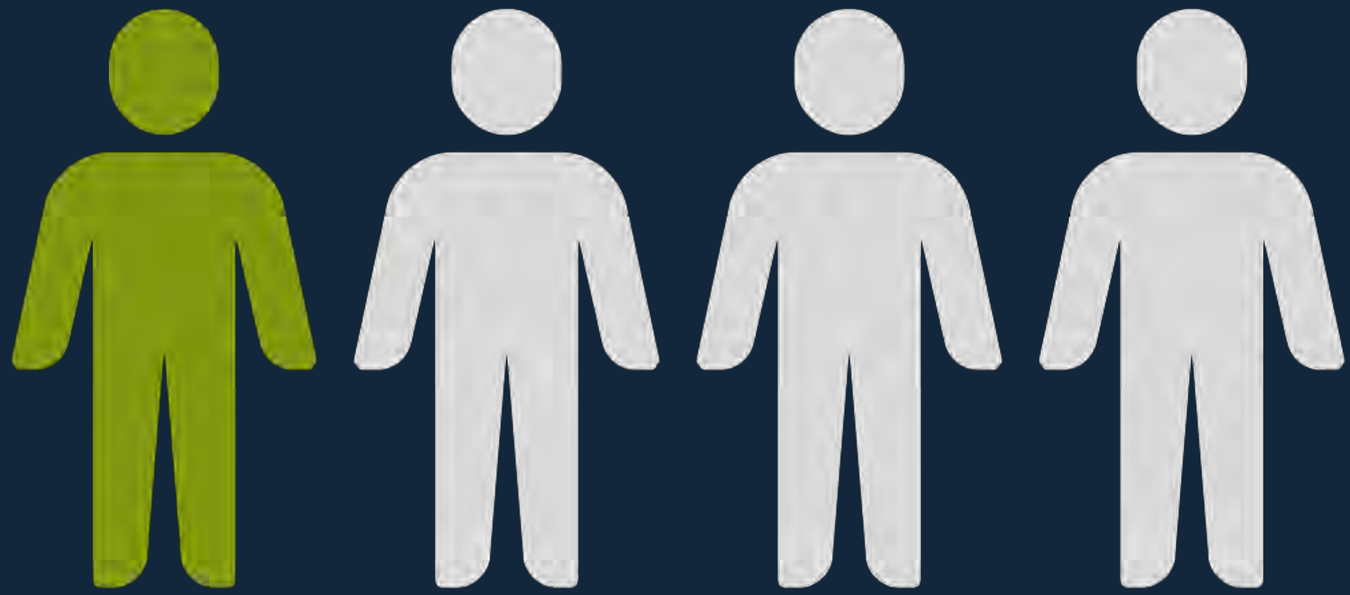


**~590**
**CIGARETTES**



# 85%

of Aurora students were NOT refused due to age when they attempted to buy tobacco or nicotine products from a retailer.[4]

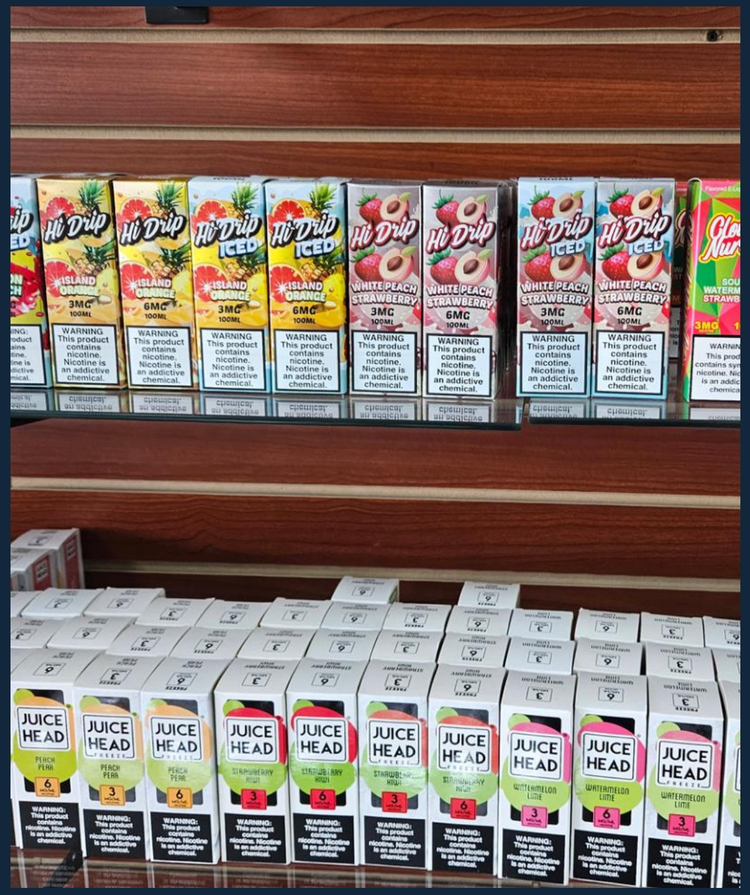


# 1 out of 4

Aurora students report getting tobacco products through a retailer.[4]

# TOBACCO RETAILER DENSITY

- In Aurora, there are twice as many tobacco retailers as there are grocery stores.[5]
- Tobacco retailers within 1500 feet of a school are twice as likely to sell to youth.[6]
- Overconcentration of tobacco retailers has been correlated with increased crime rates and youth access to tobacco products.[7]




Tobacco products displayed at an Aurora retailer located within half a mile of an elementary school. Photo courtesy of Trevor Vaughn.







A wall of vape products and nitrous oxide products at a retailer in Aurora. Photos courtesy of Trevor Vaughn.




E-cigarettes were confiscated during the school year from students at an Aurora high school.

# THE SOLUTION:
# LOCAL TOBACCO RETAIL LICENSE (TRL+)

- Colorado currently has a statewide TRL program that requires tobacco retailers to obtain a license to sell cigarettes, tobacco, and nicotine products.

- However, the data shows that the State's efforts are not enough to prevent youth access to tobacco products.

***Aurora has the opportunity to enact a local tobacco retail licensing ordinance that is responsive to community needs and addresses gaps in the state's existing law.***

# WHY A LOCAL TRL+ FOR AURORA?

***TRL+ will NOT restrict adult access to these products, but it will hold retailers responsible for selling these addictive products to youth under 21.***

- **TRL+ supports fair competition**
  - Regulates tobacco and other products the same way marijuana and liquor is regulated
  - Creates a level playing field by ensuring that all retailers follow the same rules
  - Discourages illegal sales

- **TRL+ contributes to youth health and safety**
  - A local TRL+ ensures retailers follow key rules—like only selling to those of legal age—helping prevent youth tobacco use and addiction.
  - Communities with TRLs see lower youth smoking and vaping rates.

# KRATOM & OTHER PRODUCTS

***Considering the recent ban on psychoactive products, TRL+ allows for expanded enforcement for other harmful, unregulated products***

- **Kratom**
  - Herbal substance that produces opioid and stimulant-like effects
  - Sometimes called gas station heroin
  - Legal in pure form in Colorado to 21+
- **Age-Restricted Hemp**
  - Hemp products with 1.25g to 1.75g of THC per serving
  - No agency conducting compliance checks
  - No regulation on smokable hemp sales
  - Illegal products from out of state




Photo courtesy of Trevor Vaughn.













Photos courtesy of Trevor Vaughn.

# ORDINANCE OVERVIEW

- Two (2) annual compliance checks of all licensees. Reinspection within 45 days after initial violation occurs.
- Includes provisions for other harmful substances, such as kratom and age-restricted hemp.
- Annual license fee of $500. This covers the cost of the program.
- Includes distance and proximity restrictions between tobacco retailer location and schools, hospitals, marijuana retailers, and other tobacco retailers.
- Raises minimum legal sales age to 21 to align with federal requirements.
- Develops a penalty schedule that includes suspension and revocation of license.

# PROPOSED PENTALY STRUCTURE

| Violations within 36 months | Penalty |
|---|---|
| **1st violation** | Fine + education |
| **2nd violation** | Increased fine + 7-day license suspension |
| **3rd violation** | Increased fine + 21-day license suspension OR revocation |
| **4th violation** | Permanent license revocation |

# SUMMARY OF TRL+ BENEFITS

- Supports fair competition – creates equal playing field for tobacco, marijuana, and alcohol retailers
- Doesn’t impact adult access and protects youth
- Gives local control, fills in state gaps
- Self-funding program that doesn’t impact the city budget
- Creates a healthier, safer community by reducing illegal sales

ADAMS COUNTY HEALTH DEPARTMENT
Your Health. Our Mission.

American Heart Association.

American Lung Association.
Colorado

ARAPAHOE COUNTY PUBLIC HEALTH

Aurora Mental Health & Recovery

CAMPAIGN for TOBACCO-FREE Kids®

THE CHAMBER
AURORA • COLORADO

Children's Hospital Colorado
Here, it's different.

# Thank you!

COLORADO BLACK HEALTH COLLABORATIVE

COLORADO SOCCER FOUNDATION

COMPOUND OF COMPASSION 2018

DAYTON STREET OPPORTUNITY CENTER
HEALING OUR COMMUNITY FROM WITHIN

STREET FRAT

AASPA
Young Aspiring Americans for Social & Political Activism

A PLACE WHERE WE REHABILITATE
A PLACE WHERE WE REALLY CARE
THE LOUNGE
A HOME AWAY FROM HOME

# Questions?

# REFERENCES

1  Campaign for Tobacco-Free Kids. (2025). The Toll of Tobacco in the United States. Campaign for Tobacco-Free Kids. https://www.tobaccofreekids.org/problem/toll-us

2  Campaign for Tobacco-Free Kids. (2024). The path to tobacco addiction starts at very young ages. https://assets.tobaccofreekids.org/factsheets/0127.pdf

3 Center for Disease Control and Prevention. (2024). E-Cigarette use among youth. Smoking and Tobacco Use; CDC. https://www.cdc.gov/tobacco/e-cigarettes/youth.html

4 Colorado Department of Public Health & Environment (2023). Healthy Kids Colorado Survey. [online] https://cdphe.colorado.gov/hkcs.

5 Adams and Arapahoe County Retail Food License Data (2025)

6 Colorado Department of Revenue, Tobacco Compliance Check (2023)

7 Subica, A.M. *et al.* (2018) ‘The geography of crime and violence surrounding tobacco shops, medical marijuana dispensaries, and off-sale alcohol outlets in a large, urban low-income community of color’, *Preventive Medicine*, 108, pp. 8–16. doi:10.1016/j.ypmed.2017.12.020.

AURORA PARTNERS FOR THRIVING YOUTH

# Support Tobacco Retail Licensing in Aurora!

Sponsors: Councilor Ruben Medina (Ward 3) & Stephanie Hancock (Ward 4)

For questions, please contact aurorapartnersforthrivingyouth@gmail.com.

## What is Tobacco Retail Licensing (TRL+)?

Licensing is a common policy tool that state and local governments use to regulate businesses like alcohol retailers, pharmacists, and restaurants. With passage of this ordinance, Aurora would create a local license for retailers that sell tobacco, nicotine, kratom, and hemp-derived THC products within the City. This ordinance builds on existing Colorado law and local Ordinance 2025-64 to improve enforcement, fund retailer education, and keep harmful products out of the hands of kids who are underage.

## Why Aurora Needs a TRL+

- 84% of Aurora youth who tried to buy tobacco or vaping products in a store were ***not*** turned away
- 101 tobacco retailers are within 1,000 feet of schools and recreation centers
- 30 stores are within 500 feet of a school
- 8% have violations for selling to minors, likely an undercount
- 162 retailers are located around high-poverty schools

## What TRL+ does:

- Require all tobacco and vape retailers in Aurora to have an annual license
- Covers all program costs with annual license fee
- Allow two annual compliance check to ensure licensees don't sell products to youth under the age of 21
- Establish a clear penalty system for violators, including license suspension or revocation
- Regulates emerging products like kratom and age-restricted hemp

## What TRL+ does NOT do:

- Ban, or curtail, access to flavored tobacco or nicotine products
- Ban, or curtail, access to any tobacco product for adults over the age of 21

## Supporting TRL+ Would Help Aurora By:

- **Ensuring fair competition among retailers:** A licensing system creates a level playing field by holding all retailers to the same standards, discouraging illegal sales that undercut compliant businesses. Existing tobacco retailers will be "grandfathered" into proximity requirements.
- **Preventing youth access to tobacco products:** A TRL+ will NOT restrict adult access to these products, but it will hold retailers responsible for selling these addictive products to youth.
- **Strengthening local control over tobacco and other harmful products.** A TRL+ gives Aurora more authority over tobacco and harmful products.

## TRL+ is Supported by Community!

ADAMS COUNTY HEALTH DEPARTMENT
Your Health. Our Mission.

American Heart Association.

American Lung Association. Colorado

ARAPAHOE COUNTY PUBLIC HEALTH

Aurora Mental Health & Recovery

CAMPAIGN for TOBACCO-FREE Kids

THE CHAMBER AURORA • COLORADO

Children's Hospital Colorado
Here, it's different.

COLORADO BLACK HEALTH COLLABORATIVE

COLORADO SOCCER FOUNDATION

DAYTON STREET OPPORTUNITY CENTER
HEALING OUR COMMUNITY FROM WITHIN

STREET FRAT

THE LOUNGE

AASPA
Young Aspiring Americans for Social & Political Activism

# Aurora Business Advisory Board

January 28, 2026

Mayor & City Council

**Subject: Tobacco and Age Restricted Psychoactive Products Retail License Ordinance**

Dear Mayor Coffman & Members of City Council:

The Business Advisory Board first reviewed the proposed Tobacco and Age-Restricted Psychoactive Products Retail License Ordinance during our November 17, 2025 meeting. At that time, Board members shared concerns regarding the level of detail contained in the ordinance and the challenge of fully evaluating its implications within the limited meeting timeframe. One early concern centered on the proposed two-mile distance requirement for new hookah lounges. Board members noted that this provision could unintentionally disadvantage Aurora's globally diverse communities, particularly those for whom hookah use is a longstanding cultural practice. Restricting new lounges in areas where cultural communities are concentrated may produce inequitable outcomes and reduce opportunities for culturally relevant businesses to operate and grow.

In addition, the Board questioned whether adequate outreach had been conducted prior to initial consideration of the ordinance. To help address this, the Board hosted a dedicated retailer outreach meeting on January 9, 2026, offering business owners and industry representatives a more direct opportunity to engage. The meeting was well attended, with 67 participants representing both small businesses and industry lobbyists. City staff were present to listen and respond to feedback.

During that meeting, retailers and industry representatives raised several concerns:

- **Federal legality requirement:** Many questioned the provision prohibiting sales of products not federally legal, expressing uncertainty about how this standard would be interpreted and enforced, particularly in an environment where state and federal rules may differ.
- **Equity concerns related to grocery store exemptions:** Some participants felt that exempting grocery stores from certain distance restrictions created an uneven playing field, potentially disadvantaging smaller, independently owned retailers.
- **Questions about the statistical basis for the ordinance:** Multiple attendees expressed disagreement with the data or conclusions used to justify the licensing program, suggesting that the evidence presented did not align with their on-the-ground experience, nor did it align with actual crime/violation statistics, but rather "survey results". Actual violation data suggests small retailers might not be majority source of bad actors suggesting a possible disproportionate impact of this proposed ordinance.
- **Requests to separate product types:** Several retailers recommended splitting tobacco and psychoactive-product regulations into separate ordinances, believing this would provide greater clarity and allow for more tailored approaches.

- **Enforcement structure and responsibility:** Many small retailers questioned why violations would be directed solely toward the owner/licensee rather than the employee who committed the offense, particularly when this differs from existing State enforcement practices. Retailers expressed that if the goal is preventing sales to underage individuals, penalties should target the party responsible for the violation rather than placing the entire burden on the business owner.
- **Concerns about fees and financial burden:** Small business owners emphasized that new fees, combined with the risk of fines, could pose a significant hardship, especially for independent, long-operating, low-margin retailers.

In addition to the concerns reflected above, the outreach meeting also surfaced broader themes from retailers:

- **Desire for clearer guidance and plain-language expectations.** Many retailers reported confusion about how the ordinance would apply to them and asked for more straightforward explanations, training opportunities, and examples of compliant vs. non-compliant scenarios.
- **Concerns that the ordinance may disproportionately affect immigrant-owned and family-run stores.** Several business owners shared that language barriers or limited administrative capacity could make compliance more difficult, even when they are committed to following the law.
- **Requests for stronger partnership rather than punitive measures.** Retailers expressed that they would prefer a collaborative approach—one that emphasizes education, support, and clear communication over penalties and enforcement actions.

Following the January 9 outreach meeting, City staff continued conversations with engaged small retailers and met with industry representatives to review potential ordinance revisions. These proposed adjustments were presented to the Board during its January 26, 2026 meeting. While Board members asked follow-up questions, the Board did not propose additional changes nor take a formal position on the ordinance.

The Business Advisory Board appreciates the efforts of City staff and Council in seeking community input on this matter. Given the breadth of feedback received, especially from small, locally owned retailers, we hope this memo provides helpful context as you continue deliberations.

Respectfully submitted,

**Garrett Walls**
Chairperson, Business Advisory Board

ORDINANCE NO. 2026- ____

A BILL

FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, AMENDING CHAPTER 6 OF THE CITY CODE TO ADD ARTICLE IV AND SECTIONS 6-501 THROUGH 6-522, TO ESTABLISH A TOBACCO, KRATOM, AND AGE-RESTRICTED HEMP LICENSE AND AMENDING SECTION 94-343 OF THE CITY CODE RELATING TO DISPENSING OF TOBACCO PRODUCTS

WHEREAS, the City of Aurora, Colorado, (the "City"), is a home rule municipality, organized and existing under and by virtue of Article XX, Section 6 of the Colorado Constitution, and it has the power to regulate matters of local concern; and

WHEREAS, the City Council finds that the retail sale of tobacco products, kratom, and hemp-derived THC products restricted to individuals aged 21 and older is associated with increased health risks, especially among youth and young adults; and

WHEREAS, 2023 Healthy Kids Colorado ("HKCS") survey data demonstrates that among underage students who tried to buy tobacco or vaping products at a store, 84% of Aurora youth were not refused service because of age; and

WHEREAS, unregulated sales of such products can contribute to youth initiation of substance use, nicotine addiction, and exposure to psychoactive or potentially harmful substances; and

WHEREAS, kratom, while not scheduled federally, has been subject to public health advisories by the U.S. Food and Drug Administration due to concerns over its addictive potential, lack of regulation, and association with adverse health events; and

WHEREAS, Colorado state law Sec. 6-1-740(2)(a)(II) C.R.S., prohibits any person from distributing, selling, or offering for sale a Kratom product to an individual who is under twenty-one years of age; and

WHEREAS, Sec. 25-5-427(8)(e) C.R.S., makes it unlawful to sell certain hemp products to an individual who is under twenty-one years of age; and

WHEREAS, there is a lack of enforcement by the state at retail outlets to ensure that Kratom and age-restricted hemp Tetrahydrocannabinol ("THC") products are not sold to youth; and

WHEREAS, outlets selling such items are frequently located in areas of poverty, are often correlated with the location of drug markets and criminal activity, and their concentration is detrimental to the economic vitality and health of the community, particularly for the youth; and

WHEREAS, a local licensing system will allow the City to identify, monitor, and regulate businesses that sell these products to ensure compliance with state and federal age restrictions and labeling requirements; and

WHEREAS, the City seeks to prevent the overconcentration of age-restricted product retailers in vulnerable neighborhoods, which research has shown to exacerbate public health disparities and reduce neighborhood livability; and

WHEREAS, local licensing requirements will support the enforcement of existing laws prohibiting the sale of these products to individuals under the legal age, as well as enhance compliance inspections and nuisance abatement efforts; and

WHEREAS, requiring a Tobacco, Kratom, and Age-Restricted Hemp Retail License is a reasonable and necessary exercise of the City's home rule and police powers to protect the public health, safety, and welfare of its residents; and

WHEREAS, the City Council hereby finds that it is in the best interest of the City to adopt reasonable regulations that promote community health, well-being, reduce crime, and support the economic vitality of the City.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO.

Section 1. The City Code of the City of Aurora, Colorado is hereby amended to add Article IV and sections 6-501 through 6-522 to Chapter 6 of the City Code which article and sections shall read as follows:

**Article IV. TOBACCO AND AGE-RESTRICTED PSYCHOACTIVE PRODUCT RETAIL ESTABLISHMENTS**

**Sec. 6-501. Definitions.**

**Except as otherwise indicated by the context, the following words and phrases shall have the following meanings:**

***Age-Restricted Hemp Product*** **means any hemp product prohibited to be sold to an individual under twenty-one years of age by Sec. 25-5-427(8)(e) C.R.S., as amended.**

***Age-Restricted psychoactive*** **product means any tobacco product, age-restricted hemp product, or kratom product that cannot be legally sold to an individual who is under twenty-one years of age pursuant to federal or state law.**

***Applicant*** **means any person who has submitted an application for a license or renewal of license pursuant to this article.**

***Accessory*** **means any product that is intended or reasonably expected to be used with or for the human consumption of a tobacco or an age-restricted psychoactive product; does not contain tobacco or an age-restricted psychoactive product and is not made or derived from tobacco or an age-restricted psychoactive product; and meets either of the following: (1) is not intended or reasonably expected to affect or alter the performance, composition, constituents, or characteristics of a tobacco or an age-restricted psychoactive product; or (2) is intended or reasonably expected to affect or maintain the performance, composition, constituents, or characteristics of a tobacco or an age-restricted psychoactive product, but: (a) solely controls moisture and/or temperature of a stored tobacco or an age-restricted psychoactive product; or (b) solely provides an external heat source to initiate but not maintain, combustion of a tobacco or an age-restricted psychoactive product. Accessory includes, but is not limited to, carrying cases, lanyards, and holsters.**

***Cigar*** **means any roll of tobacco, other than a cigarette, that is wrapped in tobacco leaf or in any other substance containing tobacco, with or without a tip or mouthpiece.**

***Cigarette*** **means any product that contains tobacco or nicotine that is intended to be burned or heated under ordinary conditions of use, and consists of or contains:**

**(1) any roll of tobacco wrapped in paper or in any substance not containing tobacco;**
**(2) tobacco in any form that is functional in the product, which, because of its appearance, the type of tobacco used in the filler, or its packaging or labeling, is likely to be offered to, or purchased by consumers as a cigarette; or**
**(3) any roll of tobacco wrapped in any substance containing tobacco that, because of its appearance, the type of tobacco used in the filler, or its packaging and labeling, is likely to be offered to, or purchased by, consumers as a cigarette described in subparagraph (1)(a) above.**
**(4) the term includes all "roll-your-own," i.e., any tobacco that, because of its appearance, type, packaging, or labeling, is suitable for use and likely to be offered to or purchased by consumers as tobacco for making cigarettes.**

***City or the city*** **means the City of Aurora, Colorado.**

***City Code*** **means the Aurora, Colo. Code or the Unified Development Code of the City.**

***Commercial tobacco*** **means tobacco that is manufactured and sold for profit for use in cigarettes, smokeless tobacco, pipe tobacco, cigars, hookah and other products. Commercial tobacco is regulated by the Food and Drug Administration (FDA) under the Family Smoking and Prevention Act which gives the FDA the authority to regulate the manufacture, distribution and advertising of commercial tobacco. The word "tobacco" when referenced in this article, unless indicated otherwise, refers to commercial tobacco.**

***Component or part*** **means any software or assembly of materials intended or reasonably expected:**

**(1) To alter or affect the tobacco or an age-restricted psychoactive product's performance, composition, or characteristics; or**

**(2) To be used with or for the human consumption of a tobacco or an age-restricted psychoactive product or electronic smoking device. Component or part excludes anything that is an accessory, and includes, but is not limited to e-liquids, cartridges, certain batteries, heating coils, programmable software and flavorings for electronic smoking devices.**

***Coupon*** **means any voucher, rebate, card, paper, note, form, statement, ticket, image, or other issue or similar item, whether in paper, digital, or other form, used for commercial purposes to obtain an article, product, service, or accommodation without charge or at a discounted price.**

***Crime Prevention Through Environmental Design (CPTED)*** **means architectural design, site design, operational, and landscape design principles and standards intended to reduce the fear and incidence of crime, and to improve the quality of life.**

***Delivery sale*** **means the sale of any tobacco product to any person for personal consumption and not for resale when the sale is conducted by any means other than an in-person, over-the-counter sales transaction in a tobacco retail establishment. Delivery sale includes delivery by licensees or third parties, by any means, including curbside pick-up.**

***Drug paraphernalia*** **shall include any products meeting the definition of drug paraphernalia in section 94-220 of the Aurora Colo. Code and any products meeting the definition of marijuana paraphernalia in Sec. 18-13-122 C.R.S., as amended.**

***Electronic Benefit Transfer (EBT)*** **means a method of accessing EBT benefits issued to a household member or authorized representative through the federal or state EBT system by a benefit issuer. This method may include an on-line magnetic stripe card, an off-line smart card, a chip card, a contactless digital wallet with a stored card, or any other similar benefit access technology approved by United States Department of Agriculture's Food and Nutrition Service.**

***Electronic delivery device*** **means any device that may be used to deliver any aerosolized or vaporized substance, whether natural or synthetic, to the person inhaling from the device, including, but not limited to, devices manufactured, marketed or sold as an e-cigarette, e-cigar, e-pipe, electronic smoking device, vape pen, or e-hookah. Electronic delivery device includes any component, part, or accessory of the device, and also includes any substance that may be aerosolized or vaporized by such device, whether or not the substance contains nicotine. Electronic delivery device does not include medical marijuana as defined in Sec. 44-10-103(34) C.R.S., as amended, or section 14 of article**

**XVIII of the Colorado Constitution, or retail marijuana as defined in Sec. 44-10-103(57) C.R.S., as amended, or Section 16(2)(f) of Article XVIII of the Colorado Constitution; or any product that is a drug, device, or combination of products specifically authorized for smoking cessation purposes by the United States Food and Drug Administration, as those terms are defined or described in 21 U.S.C. 321 and 353(g).**

***Finance Director*** **means the Director of Finance of the City or designee.**

***Full retail price*** **means the price listed for a tobacco product on its packaging or on any related shelving, advertising, or display where the tobacco product is sold or offered for sale, plus all applicable taxes and fees, if such taxes and fees are not included in the listed price.**

***Good cause*** **for purposes of approving, refusing or denying the issuance or renewal of a license means:**

**(1) The licensee or applicant has violated, does not meet, or has failed to comply with any of the provisions of the Colorado State Statutes or the Colorado Regulations governing the sale and consumption of tobacco or age-restricted psychoactive products including the Colorado Clean Indoor Air Act, C.R.S. § 25-14-201 *et seq*., the Aurora Colo. Code, any rule and regulation adopted pursuant thereto, any supplemental relevant state or local law, rule or regulation related to the sale of such products.**

**(2) The licensee or applicant has failed to comply with any term or condition placed on the license by order of the state licensing authority or local licensing authority;**

**(3) The licensed premises are not in compliance with any city zoning, building code or other city code or state statute.**

**(4) Operating the licensed premises in a manner that adversely affects the public health, safety, or general welfare of the City or the immediate neighborhood in which the business is located, including failing to take reasonable, good faith, proactive measures to prevent a pattern of criminal activity on or about the licensed premises, including but not limited to prostitution, unlawful drug or alcohol consumption, underage access to age-restricted products through third parties, drug dealing, and associated loitering behaviors. Such measures may include, but are not limited to, the following:;**

**(a) posting no loitering or no trespassing signage and reporting violations promptly to the Aurora Police Department;**

**(b) implementing Crime Prevention Through Environmental Design measures such as lighting, natural surveillance, transparent windows, and property maintenance;**

**(c) reporting any disturbances and criminal behavior promptly to the Aurora Police Department;**

**(d) installation of video surveillance and other mechanical security measures; or**

**(e) other effective alternatives.**

**(5) Nothing in this ordinance shall be construed to require a licensee or its employees to physically intervene in, enforce, or remediate unlawful conduct beyond reasonable cooperation with law enforcement as permitted by law. This ordinance does not impose a duty of physical enforcement or use of force by retail employees.**

**(6) In the case of a new license, the previous licensee at the proposed location violated this section within the last 24 months resulting in revocation, nonrenewal or a surrender for cause. In such case the license may be issued if the new applicant has no association with the prior operation and demonstrates through written compliance policies, employee training programs, documented operation controls and other substantial changes to the operation and character of the licensed premises that violations are unlikely to continue under the new licensee.**

**(7) In consideration of good cause for nonrenewal or denial of license application, the authority shall consider the nature, severity and pattern of violations and good faith actions taken by the licensee in mitigation of such violations.**

***Good moral character* means an individual who has a personal history demonstrating honesty, fairness, and respect for the rights of others. In evaluating good moral character the licensing authority may consider, as relevant to the licensed activity, whether the individual has:**

**(1) Ever had a professional license denied, suspended, or revoked;**

**(2) Ever had a business license denied, suspended, or revoked;**

**(3) Ever surrendered, been denied, or had any type of tobacco related business license placed on an administrative hold, suspended or revoked;**

**(4) Ever had a business temporarily or permanently closed for failure to comply with any tax, health, building, fire, zoning or safety law;**

**(5) Ever had an administrative, civil or criminal finding of delinquency for failure to file or failure to pay sales or use taxes or any other taxes;**

**(6) Been convicted of a crime of moral turpitude in the last (10) years; or**

**(7) Been convicted of a felony in the three years immediately preceding his or her application date or who is currently subject to a sentence for a felony conviction;**

**In making a determination under this section, the licensing authority shall also consider evidence of rehabilitation, including the factors set forth in § 24-5-101(2), C.R.S., as amended, and the nature, severity, recency, and relevance of any conduct to the licensed activity.**

***Hemp and hemp products* mean any hemp or hemp product as defined by Sec. 25-5-427(2) C.R.S., as amended.**

***Hookah Lounge* means a business establishment, facility, or portion thereof whether indoors or outdoors that is engaged in the on-site sale and consumption of tobacco, herbal shisha, or other substances (whether or not containing nicotine) through a communal hookah, waterpipe, or similar smoking apparatus.**

***Incidental Product Dealer*** **means a Tobacco and Age-Restricted Psychoactive Product retailer where the sale of tobacco or age-restricted psychoactive products are secondary to the business and make up less than fifteen percent (15%) of the retailer's floor space and less than fifty (50%) of the retailer's gross sales.**

***Indoor Age-Restricted Tobacco and Psychoactive Product Retailer*** **mean a retailer that sells cigarettes, tobacco products, or nicotine products for consumers to use at the retail location and that must comply with the requirements in Sec. 25-14-204(3) C.R.S., as amended, including, but not limited to premium cigar lounges, and hookah bars and lounges.**

***Inspections*** **means the systems of the state licensing authority(s) or the local licensing authority ("licensing authority") uses to investigate and ensure that tobacco and age-restricted psychoactive product retailers are complying with the requirements of this article. Compliance checks may involve the use of persons under twenty-one (21) years of age who purchase or attempt to purchase tobacco products. Compliance checks may also be conducted by other units of government or designees of a licensing authority for educational, research, and training purposes or for investigating or enforcing state, or local laws related to tobacco and age-restricted psychoactive products.**

***Kratom product*** **means any kratom product as defined by Sec. 6-1-740 C.R.S., as amended.**

***Large format grocery store*** **means a retail establishment primarily engaged in the sale of a wide variety of food products for off-site consumption, including but not limited to fresh produce, meats, dairy, packaged goods, frozen foods, and household necessities, and which occupies a total floor area of 10,000 square feet or more.**

***License*** **means to grant a revocable privilege to lawfully operate a tobacco and age-restricted psychoactive product retail business authorized pursuant to Sec. 44-7-104.5 C.R.S., as amended, and this article.**

***Licensed premises*** **means the premises specified in an application at a specific address for a license authorized pursuant to this article, which are owned or in the possession of the licensee.**

***Licensee*** **means the owner or holder of a Tobacco and Age-Restricted Psychoactive Product Retail License.**

***Local licensing authority*** **means the Director of Finance, or any person(s) designated by the Director of Finance with the responsibilities to enforce or administer the provisions of this article.**

***Little cigar*** **means any roll of tobacco other than a cigarette wrapped entirely or in part in tobacco or any substance containing tobacco and weighing no more than 4.5 pounds per thousand. Little cigar includes, but is not limited to, tobacco products known or labeled as small cigar, little cigar, or cigarillo.**

***Loosies*** **is the common term used to refer to single cigarettes, cigars, and any other licensed products that have been removed from their original retail packaging and offered for sale. Loosies does not include premium cigars that are hand-constructed, have a wrapper made entirely from whole tobacco leaf, and have a filler and binder made entirely of tobacco, except for adhesives or other materials used to maintain size, texture, or flavor.**

***Manufacturer*** **means any person, including any re-packer or re-labeler, who manufactures, fabricates, assembles, processes, or labels a tobacco or an age-restricted psychoactive product; or imports a finished product for sale or distribution into the United States.**

***Minimum legal sales age*** **means twenty-one (21) years of age.**

***Mobile vending*** **means any sale other than at a fixed location, including but not limited to, mobile vendors operating out of vehicles or non-permanent vending machines.**

***Moveable place of business*** **means any form of business that is operated out of a kiosk, truck, van, automobile or any other type of vehicle or transportable shelter or any other temporary location including, but not limited to, any festival or event intended to occur at any location that is not a fixed storefront which has been authorized as a tobacco and age-restricted psychoactive product retailer with an approved tobacco and age-restricted psychoactive product license issued by the City.**

***Nicotine delivery product*** **means any product containing or delivering nicotine, including any salt or complex of nicotine whether natural or synthetic, intended for human consumption, or any part of such a product, that is not tobacco, or an electronic delivery device as defined in this section. Nicotine delivery product does not include any nicotine cessation product that has been authorized by the U.S. Food and Drug Administration to be marketed and for sale as "drugs," "devices," or "combination products," as defined in the Federal Food, Drug, and Cosmetic Act.**

***Person*** **means any natural person, a joint venture, joint stock company, partnership, association, firm, club, company corporation, business, trust or organization, or the manager, lessee, agent, servant, officer or employee of any of them.**

***Premium cigar*** **means a cigar that meets all of the following characteristics:**

**(1) is handmade or hand rolled;**

**(2) is not mass produced through the use of mechanization;**

**(3) has a wrapper that is made entirely from whole tobacco leaf;**

**(4) has a filler composed of at least fifty (50) percent natural, long-leaf filler tobacco;**
**(5) does not have a filter, tip or non-tobacco mouthpiece;**
**(6) is capped by hand;**
**(7) weighs more than six (6) pounds per thousand units.**

***Premium Cigar Lounge*** **means a retail tobacco business that exclusively sells and permits consumption of premium cigars and retails no other tobacco or nicotine products and sales of all other products and services are merely incidental to tobacco.**

***Proprietor*** **means a person with an ownership or managerial interest in a business. An ownership interest shall be deemed to exist when a person has a ten (10) percent or greater interest in the stock, assets, or income of a business other than the sole interest of security for debt. A managerial interest shall be deemed to exist when a person has or shares ultimate control over the day-to-day operations of a business.**

***Prohibited kratom product*** **means any kratom product not permitted to be sold in the State of Colorado according to Sec. 6-1-740(2) C.R.S., as amended.**

***Prohibited hemp product*** **means any hemp product not permitted to be sold in the State of Colorado according to Sec. 25-5-427 C.R.S., as amended.**

***Psychoactive product*** **means any tobacco product, age-restricted hemp product, or any kratom product as defined in this article.**

***Public nuisance*** **shall have the same meaning as that defined in Sec. 62-26 of the Aurora City Code as amended**

***Retailing*** **means the selling of any tobacco product, age-restricted hemp product, or any kratom product to consumers and end users.**

***Sale or sell*** **means any transfer, exchange, barter, gift, offer for sale, or distribution for a commercial purpose, in any manner or by any means whatsoever.**

***School*** **means a public, parochial, charter, or any other nonpublic school that provides basic academic education in compliance with school attendance laws for students in grades one through twelve.**

***Self-service display*** **means the open display or storage of tobacco or age-restricted psychoactive products in a manner that is physically accessible in any way to the general public without the assistance of the retailer or employee of the retailer and a direct face-to-face transfer between the purchaser and the retailer or employee of the retailer. A vending machine is a form of self-service display.**

***Smoking*** **means inhaling, exhaling, burning, or carrying any lighted or heated cigar, cigarette, or pipe, or any other lighted or heated product containing, made, or derived**

**from nicotine, tobacco, marijuana, or other plant, whether natural or synthetic, that is intended for inhalation. Smoking includes carrying or using an electronic delivery device.**

***Tobacco festival*** **means an age-restricted off-site tobacco event pursuant to Sec. 44-7-105.5 C.R.S., as amended.**

***Tobacco paraphernalia*** **means any item designed for or reasonably expected to be used for the consumption, use or preparation of tobacco products.**

***Tobacco product*** **means:**

**(1) Any product containing, made of, or derived from tobacco, nicotine or synthetic nicotine that is intended for human consumption or is likely to be consumed, whether inhaled, absorbed, or ingested by any other means, including but not limited to, a cigarette, a cigar, pipe tobacco, chewing tobacco, shisha, snuff, snus, or pouch;**
**(2) Any electronic delivery device as defined in this section;**
**(3) Any component, part, or accessory of (1) or (2), whether or not any of these contains tobacco or nicotine, including but not limited to, filters, rolling papers, blunt or hemp wraps, hookahs, mouthpieces, and pipes;**
**(4) Rolling papers, wraps, pipes, or other devices intentionally designed or intended to be used with tobacco products; or**
**(5) Tobacco product does not include medical marijuana as defined in Sec. 44-10-103(34) C.R.S., as amended, or Section 14 of Article XVIII of the Colorado Constitution, or retail marijuana as defined in Sec. 44-10-103(57) C.R.S., as amended, or Section 16(2)(f) of Article XVIII of the Colorado Constitution; or any product that is a drug, device, or combination of products specifically authorized for smoking cessation purposes by the United States Food and Drug Administration, as those terms are defined or described in 21 U.S.C. 321 and 353(g).**

***Tobacco and Age-Restricted Psychoactive Product Retailer*** **mean any person who sells, offers for sale, or exchanges or offers to exchange for any form of consideration, tobacco products, kratom and/or kratom products, or age-restricted hemp products.**

***Tobacco and Age-Restricted Psychoactive Product Retail Establishment*** **means any place of business where tobacco and/or age-restricted psychoactive products and other drug paraphernalia are available for sale to the general public. Retail establishment includes, but are not limited to, grocery stores, tobacco product shops, convenience stores, liquor stores, vape shops, smoke shops, head shops, and gasoline service stations but does not include licensed retail marijuana establishments.**

***Vape Store, Smoke Shop or Head Shop*** **means a retailer business or any person that sells, offers for sale, or offers to exchange for any form of consideration, tobacco, nicotine,**

**age-restricted hemp products, kratom products, tobacco paraphernalia, vaping devices or other drug paraphernalia; and has fifteen percent (15%) or more of the square feet in the establishment used for the sale or display of those products or generates fifty (50%) or more from the sale of those products.**

***Vending machine*** **means any mechanical, electric or electronic, or other type of device that dispenses tobacco or age-restricted psychoactive products upon payment by any form by the person seeking to purchase product(s).**

**Sec. 6-502. Local licensing authority.**

**(a) The local licensing authority has the power and authority to grant a license authorized by this article. The local licensing authority has the authority to deny a license or refuse to renew a license for good cause.**

**(b) The local licensing authority may promulgate such rules and regulations deemed necessary for the proper administration and enforcement of this article and may exercise all other powers and duties as are set forth in the Colorado Revised Statutes, the City Code, and any rule or regulation adopted pursuant thereto.**

**Sec. 6-503. Tobacco and Age-Restricted Psychoactive Product Retail License.**

**The local licensing authority may issue a tobacco and age-restricted psychoactive product retail license for the sale of tobacco or age-restricted psychoactive products after a determination that the applicant complies with the requirements of the City Code and any rule or regulation adopted pursuant thereto.**

**(a) It shall be unlawful for any person to sell tobacco or age-restricted psychoactive products within the city, without first obtaining and maintaining a tobacco and age-restricted psychoactive product retail license issued pursuant to this article.**

**(b) The license requirement set forth in this article shall be in addition to, and not in lieu of, any other licensing and permitting requirements imposed by any other federal, state, or local law, pertaining to the marketing and sale of tobacco and age-restricted psychoactive products.**

**(c) No vested rights. Notwithstanding anything contained in this article, an applicant issued a license authorized by this article has no vested right to the license or the renewal of a license, and no property right in the license or the renewal of a license.**

**(d) Notwithstanding Sec. 6-503(c), when a license has been issued to a spouse or limited partners, the death of a spouse or partner shall not require the surviving spouse or partner to obtain a new license for the remainder of the term of that license. All rights and privileges granted under the original license shall continue**

**in full force and effect as to such survivors for the balance of the term of the license, so long as the survivors meet all other conditions under this ordinance.**

**Sec. 6-504. General Licensing Requirements.**

**(a)** ***Applications.*** **All applications for any license authorized by this article shall be submitted to the local licensing authority upon forms provided by the local licensing authority.**

**(b)** ***Complete applications.*** **An application for a license shall not be considered complete until the local licensing authority has (1) determined that all requirements of the application have been provided to the city, (2) received the licensing fee, and (3) obtained all other information, including that the business location complies with local zoning requirements.**

**(c)** ***Separate licenses.*** **A separate license shall be required for each geographic location as established by a different street address, different unit or suite number for the geographical location.**

**(d)** ***Issuance of a license.*** **The local licensing authority shall issue the license upon investigation and a finding that all the following conditions are met:**

- **(1) The applicant is at least twenty-one years of age;**
- **(2) the applicant has met all the terms, conditions, conditions, conditions, provisions, and requirements imposed upon the applicant or the licensee by the City Code and all the rules and regulations adopted pursuant thereto, and all applicable building, fire, health or zoning statutes, codes, ordinances, rules, or regulations adopted pursuant thereto related to such a business application;**
- **(3) the license application is complete, and all requested supplemental documentation has been provided;**
- **(4) the license application contains no falsified information, no false statements or misrepresented material or relevant facts;**
- **(5) all fees and late charges, if any, have been paid;**
- **(6) the applicant has timely filed all tax returns as required by law in relation to the business for which the license is sought;**
- **(7) the applicant is not overdue on any payment to the City of any taxes, fines, interest, penalties or collections costs assessed against or imposed upon such applicant in relation to the business for which the license is sought; and**
- **(8) the applicant and any persons with 10 percent or more financial interest in the license are of good moral character.**

**(e)** ***Denial of application.*** **Each of the following, in and of itself, constitutes full and adequate grounds for denying an application:**

**(1) The applicant has not paid all applicable fees required by this article;**

**(2) The applicant is under the age of twenty-one (21);**

**(3) The applicant has violated, does not meet, or has failed to comply with any provision of the City Code or any rule or regulation adopted pursuant thereto, or any other applicable building, fire, health rule or regulation adopted pursuant thereto or any zoning statute, code, or ordinance;**

**(4) The application contains falsified information, false statements, misleading or incomplete information;**

**(5) The applicant or anyone stated in the application is not of good moral character;**

**(6) The applicant is overdue on payment to the City of any taxes, interest, penalties, and collection costs assessed against or imposed upon such applicant or licensee in relation to the business for which the license is sought;**

**(7) For good cause;**

**(8) A certificate of occupancy has not been issued by the City's building division for the use desired in the application; or**

**(9) The applicant is a sheriff, deputy, police officer, prosecuting officer, or an officer or employee of the state, a licensing authority, or the City.**

**(f)** ***Notice of denial.*** **If after investigation the local licensing authority determines that the application will be denied, then the local licensing authority shall:**

**(1) Deny the application based upon the information presented in the license application; and**

**(2) Notify the applicant of the local licensing authority's decision of denial and the reasons for the denial.**

**(g)** ***Appeal.*** **All decisions of the local licensing authority are final, subject only to an appeal and public hearing before the Finance Director if a petition for an appeal is received by the Finance Director within 20 days of the date on the notice of denial. Every petition for appeal must set forth in writing the legal and factual support for the appeal. The Finance Director shall only consider those issues specifically addressed in the petition for appeal.**

**(h)** ***Duty to supplement.*** **If, at any time before or after a license is issued pursuant to this article, any information required by this article, the City Code, or any rule or regulation adopted pursuant thereto changes from that which is stated in the application, the applicant or licensee shall supplement their application with the updated information within 10 days from the date upon which such change occurs.**

**(i)** ***Notices by e-mail.*** **All notices, orders and other communications required to be given to an applicant or a licensee under this article shall be sent via e-mail to the applicant or licensee at the e-mail address shown in the application on file with**

**the local licensing authority of the City. The applicant or licensee has a duty to inform the local licensing authority of a current e-mail address and has an ongoing duty to notify the local licensing authority of any change in the e-mail address within 24 hours of any change. The local licensing authority shall maintain a record of applicant's or licensee's e-mail address and shall store a copy of all e-mail communications with the applicant or licensee for a period of approximately two years. This storage record creates a presumption and is prima facie evidence that any notice, order, or other communications was sent by the City and received by the applicant or licensee**

**Sec. 6-505. License Term and Renewal.**

**Each license issued pursuant to this article shall be valid for a period of one year from the date of issuance. All licenses issued pursuant to this article must be renewed on an annual basis. Any license not renewed on or before the expiration date will terminate on the expiration date.**

**Sec. 6-506. License Fees.**

**(a) An applicant for a new license authorized by this article shall pay the city a licensing fee when the application is filed. The purpose of the fee is to cover the direct and indirect costs to the city of the administration, regulation, and implementation of this article. The City shall also collect license renewal fees. Such fees shall be established by the city manager in accordance with the provisions of section 2-587 of the City Code.**

**(b) At least annually, the amount of fees charged pursuant to this section shall be reviewed and, if necessary, adjusted to reflect the direct and indirect costs incurred by the City in connection with the administration, regulation, and enforcement of this article, including costs of random inspections.**

**Sec. 6-507. Tobacco and Age-Restricted Psychoactive Product Retail Establishment Location, Modification, and License Limits.**

**(a) Each tobacco and age-restricted psychoactive product retail establishment shall have a permanent location. No tobacco or age-restricted psychoactive product retailing shall be permitted to operate from a moveable, mobile, or transitory location or for any temporary duration in the form of a sponsored event, festival, or otherwise.**

**(b) A tobacco and age-restricted psychoactive product retail establishment may be located only on property as allowed in the table of uses as defined by the City Code or the Unified Development Code of the City. No establishment shall be permitted as a home occupation.**

**(c) Distance from schools. No tobacco and age-restricted psychoactive product retail establishment shall be located within one-thousand five hundred (1,500) feet of any public or parochial school, college, university, or seminary.**

**(d) No tobacco and age-restricted psychoactive product retail establishment shall be located within 500 feet of any existing tobacco retail establishment.**

**(e) No Vape Store, Smoke Shop or Head Shop shall be within 2000 feet of another Vape Store, Smoke Shop or Head Shop.**

**(f) No hookah lounge shall be permitted within two (2) miles of another hookah lounge.**

**(g) No indoor hookah lounge shall be located in the same building adjacent to a business licensed for on premise alcohol consumption when both businesses share common financial interests.**

**(h) Computing of distances. The distances set forth in this section are to be computed as measured by a straight line from the nearest portion of the building or unit used by the applicant to the nearest portion of the building or unit used by the existing licensee or applicant. For purposes of distances from schools, the distance shall be measured from the nearest portion of the building or unit used by the applicant to the nearest point of the property line of the land used for school purposes.**

**(i) An exception for the issuance of a tobacco and age-restricted psychoactive product retail license is available for an existing tobacco and age-restricted psychoactive product retail establishment operating and selling tobacco and age-restricted psychoactive products prior to the effective date of this ordinance that would otherwise be in violation of the location requirements provided herein. The sale of a continuously operated licensed business shall not invalidate this exception as long as all other elements are met. All other licensing requirements pursuant to this article shall apply and must be met in order for this exception to apply, including the following:**

**(1) the tobacco and age-restricted psychoactive product retail establishment is not closed for business or otherwise suspends tobacco and age-restricted psychoactive product sales, whether voluntarily or due to license suspension for more than sixty (60) consecutive days;**

**(2) the tobacco and age-restricted psychoactive product retailer does not substantially change the business premises or business operation. A substantial change to the business operation includes, but is not limited to, expansion of the physical premises or the transferring or sale of a location for which a significant purpose is avoiding the effect of violations of this ordinance; and**

**(3) if the City determines that a tobacco and age-restricted psychoactive product retailer has substantially changed the business premises or operation and the tobacco retailer disputes this determination, the tobacco retailer bears the burden of proving by a preponderance of evidence that such change(s) do not constitute a substantial change.**

**(j) A Vape Store, Smoke Shop or Head Shop shall not exceed two thousand five hundred (2,500) square feet of gross floor area in size.**

**(k) Hookah Lounges shall maintain a clear line of sight into the business during nighttime operation so as the activity of the patrons of the business are visible from the exterior.**

**(l) Modification of licensed premises. After obtaining a license, a licensee shall not make physical changes, alterations, or modifications to the licensed premises that materially or substantially alters the licensed premises or the usage of the licensed premises from the plans originally approved by the local licensing authority without submitting an application for such change, alteration, or modification, and obtaining the prior written approval of the local licensing authority to make such proposed modifications.**

**Sec. 6-508. Tobacco and Age-Restricted Psychoactive Product Retailer License Classes**

**(a) Classes of Licenses**
**(1) Incidental Product Dealer**
**(2) Hookah Lounge**
**(3) Vape Store, Smoke Shop or Head Shop**
**(4) Premium Cigar Lounge**

**Sec. 6-509. Minimum Legal Sales Age and Access to Tobacco Age-Restricted Psychoactive Products.**

**(a) It shall be unlawful for any person to sell, give, deliver or furnish any tobacco or age-restricted psychoactive product or other drug paraphernalia to anyone under twenty-one (21) years of age. It shall be an affirmative defense to a prosecution under this subsection that the person furnishing the product was presented with and reasonably relied upon a document to include any verified digital identification which identified the person receiving the product as being twenty-one (21) years of age or older.**

**(b) Age verification. A tobacco retailer must verify by means of government-issued photographic identification containing the bearer's date of birth that the purchaser of any tobacco or age-restricted psychoactive product is at least 21 years of age.**

**(c) No tobacco and age-restricted psychoactive product retailer shall sell or offer to sell any licensed product in any manner or form prohibited by state, or other local law or regulation.**

**(d) Every tobacco and age-restricted psychoactive product retailer shall display the signage required by Sec. 44-7-103(3) C.R.S., as amended and shall additionally display the following warning signage. Such signage shall be prominently displayed, directly adjacent to the state required signage in a font size and style that is visually similar to the signage required by Sec. 44-7-103(3) C.R.S., as amended.**

**WARNING**
**IT IS ILLEGAL TO SELL CIGARETTES, TOBACCO PRODUCTS, TOBACCO OR MARAIJUANA PARAPHERNALIA, KRATOM, AGE-RESTRICTED HEMP, OR NICOTINE PRODUCTS TO ANY PERSON UNDER TWENTY-ONE YEARS OF AGE.**
**AURORA COLO. CODE SEC 6-509(b).**

**THE COLORADO TOBACCO AND NICOTINE QUITLINE**
**IS AVAILABLE IN ENGLISH AND SPANISH.**
**CALL 1-800-QUIT-NOW (1-800-784-8669) OR VISIT https://www.coquitline.org.**

**(e) It shall be unlawful for any retail tobacco and age-restricted psychoactive product store to sell or display or permit to be sold or displayed any tobacco or age-restricted psychoactive product in such a manner that it can be reached or purchased by customers without it being requested from, and provided by, an employee of the establishment unless in a controlled area only accessible by persons 21 years of age or older and verified by the licensee.**

**(f)** ***A Hookah Lounge, Premium Cigar Lounge, and Vape Store, Smoke Shop or Head Shop*** **that permits indoor smoking must comply with the requirements in Sec. 25-14-204(3) C.R.S., as amended, including, but not limited to:**

**(1) Prohibiting entry by any person under twenty-one years of age;**
**(2) Displaying signage in at least one conspicuous place and at least four inches by six inches in size stating either;**
**(i) "Smoking allowed. Persons under twenty-one years of age may not enter."; or**
**(ii) In the case of a retailer that desires to allow the use of electronic smoking devices but no other forms of smoking on the premises, "Vaping allowed. Persons under twenty-one years of age may not enter."**

**(g) A licensee shall not sell tobacco or age-restricted psychoactive products, accessories, or paraphernalia that have cartoon characters or trade infringing products targeted to children.**

**Sec. 6-510. Employee Tobacco and Age-Restricted Psychoactive Product Sales.**

**A retailer shall not permit a person under twenty-one (21) years of age to sell or participate in the sale of tobacco and age-restricted psychoactive products.**

**Sec. 6-511. Sale of Tobacco Products from Vending Machines Prohibited.**

**It shall be unlawful for any person to sell or offer for sale any tobacco or age-restricted psychoactive products by use of a vending machine or other self-service display.**

**Sec. 6-512. Hookah Lounges**

**(a) It shall be unlawful for an indoor hookah lounge:**

- **(1) To knowingly permit possession of any alcoholic beverage on or around the licensed premises at any time;**
- **(2) To knowingly permit possession or use of any illicit drug on or around the licensed premises at any time;**
- **(3) To operate between the hours of 2:00 a.m. and 7:00 a.m. daily unless more restricted by zoning or license conditions; or**
- **(4) To conduct the establishment in a manner resulting in noise or incidents of disorderly conduct, intoxication or other activities offensive to the citizens of the neighborhood whether such incidents occur on or in the immediate vicinity of the hookah lounge.**

**(b) Subsection (a)(1) does not apply to a hookah lounge that is operated on an outdoor patio directly as part of the operation of a business licensed for the sale and consumption of alcoholic beverages.**

**Sec. 6-513. Onsite Delivery of Tobacco or Age-Restricted Psychoactive Products Prohibited.**

**(a) The delivery of tobacco or age-restricted psychoactive products from a licensed retail establishment to a person who is not another licensed retailer is prohibited.**

**(b) This section does not apply to the direct shipment of cigars or pipe tobacco that is not restricted pursuant to Sec. 44-7-104.7 C.R.S., as amended.**

**Sec 6-514. Minimum Package Size for Little Cigars and Cigars. No licensee shall sell:**

**(a) Any little cigar unless it is sold in a package of at least twenty (20) little cigars; or**

**(b) Any cigar unless it is sold in a package of at least six (6) cigars; provided, however, that this subsection shall not apply to a premium cigar as defined in this article.**

**Sec. 6-515. Prohibition of Sale of Marijuana, Nonscheduled Psychoactive Ingredients and Drug Paraphernalia Implements.**

**(a) It shall be unlawful for retailers licensed under this article to violate Article IX of Chapter 26.**

**(b) It shall be unlawful for any person to sell any prohibited kratom product.**

**(c) It shall be unlawful for any person to sell any prohibited hemp product.**

**(d) It shall be unlawful for retailers licensed under this article to sell marijuana.**

**(e) It shall be an aggravating factor in any violation proceedings for this section for a licensed retailer found selling items in violation of this section to fail to provide the local licensing authority with records of its purchase of such items in a timely manner when requested by the local licensing authority, and such license may be suspended until licensee discloses the source of such items.**

**Sec. 6-516. Reserved.**

**Sec. 6-517. Product Packaging.**

**(a) It shall be unlawful for any retail tobacco and age-restricted psychoactive retailer to sell tobacco or age-restricted psychoactive products in any form or condition other than in the packaging provided by the manufacturer.**

**(b) This section shall not apply to premium cigars or pipe tobacco sold by a person who primarily engages in the business of selling cigars, pipe tobacco, cigar related accessories, and pipe tobacco related accessories, or the rental of on-premises humidors or other cigar storage units.**

**Sec. 6-518. Reserved.**

**Sec. 6-519. Tobacco Product Marketing**

**(a) A tobacco and age-restricted psychoactive product retailer without a valid current tobacco and age-restricted psychoactive product retail license including a retail license that is under administrative review, or one that has been suspended or revoked:**

**(1) Shall keep all tobacco and age-restricted psychoactive products and paraphernalia out of public view. The public display of any tobacco or**

**age-restricted psychoactive products in violation of this provision shall constitute retailing without a license under this article; and**

**(2) Shall not display any advertisement relating to any tobacco or age-restricted psychoactive products that promotes the sale or distribution of such products from the retail establishment or that could lead a reasonable consumer to believe that such products can be obtained at that location.**

**Sec. 6-520. Tobacco and Age-Restricted Psychoactive Product Retail Compliance Inspections.**

**(a) Every applicant, licensee, employee, or agent of a licensee shall permit a licensing authority, its agents, or any other person authorized to inspect the premises and the location for compliance with the City Code and any of the rules and regulations adopted pursuant thereto. Licensee shall also provide access to all security footage upon request.**

**(b) Every licensee shall also provide upon request a copy of all records required to be maintained by this article or records required to be maintained by any state or federal regulatory agency. Such records shall include all records kept in the normal course of business including but not limited to invoices, sales, inventory, bills of lading, financial statements, payroll, purchase orders, contracts, and agreements.**

**(c) All licensed premises must be open to inspection by law enforcement or other authorized officials of a licensing authority during regular business hours.**

**(d) The City shall conduct a minimum of two (2) compliance inspections per year by engaging persons under the age of twenty-one (21) at each licensed retail location.**

**(e) If the compliance inspection results in a violation pursuant to this article, the City shall conduct an additional compliance check of the retail location where the violation occurred within forty-five (45) days.**

**(f) Under-aged individuals participating in compliance checks will be supervised by law enforcement or other designated personnel and will not be guilty of illegal possession or illegal procurement when those items are obtained as a part of the inspection protocol. The City shall not enforce any law establishing a minimum age for tobacco and age-restricted psychoactive product purchases or possession against an individual who otherwise might be in violation of such law because of the individual's age (hereinafter "underage inspector") if the potential violation occurs when:**

**(1) The underage inspector is participating in an inspection supervised by a peace officer, code enforcement official, or licensing authority personnel designated to monitor compliance with this article;**

**(2) The underage inspector is acting as an agent of the local licensing authority or an entity designated by the City to monitor compliance with this article; or**

**(3) The underage inspector is participating in an inspection funded in part, either directly or indirectly through subcontracting with the City, the Colorado Department of Public Health and Environment, or the Colorado Department of Revenue.**

**Sec. 6-521. Penalties, License Suspension and Revocation.**

**(a) The Finance Director has the power and authority to impose disciplinary actions, sanctions, penalties upon a licensee that may include a fine, a suspension or a revocation of a license issued by the City's local licensing authority for any violation by the licensee or by any of the agents or employees of the licensee of any provision of the City Code, state statute, any rule or regulation adopted pursuant thereto, any building, fire, health rule or regulation, in addition to any other penalties prescribed by the City Code.**

**(b) The Finance Director also has the authority to impose disciplinary actions, sanctions, penalties on the licensee if the Finance Director finds that:**

**(1) The licensee has failed to pay all required fines, costs and fees.**

**(2) The licensee has failed to file tax returns when due as required by the City Code, or the licensee is overdue on payment to the City of taxes, fines, interest, or penalties assessed against or imposed upon such licensee in relation to the licensed business.**

**(3) The licensee has made a false statement, falsified any information, or misrepresented any material fact submitted in the license or renewal application.**

**(4) The licensee has failed to operate in accordance with any special term or condition placed upon a license by the local licensing authority.**

**(5) The licensee has failed to operate in accordance with the City Code and any of the provisions of this article.**

**(6) The licensee has knowingly or unreasonably permitted, facilitated, encouraged, or failed to prevent a public nuisance from occurring in or about the licensed premises.**

**(7) The licensee acquired tobacco products from wholesalers not licensed for collection of Colorado tobacco and nicotine taxes with the intent of evading state taxation.**

**(8) Committed any unlawful act as prescribed by this article.**

**(9) Any fact or condition exists which, if it had been known to exist at the time of the application for such license, would have warranted the refusal to issue such license.**

**(c) Penalties imposed for a violation.**

**(1) Any fine imposed by the Finance Director shall not be less than $500.00.**

**(2) If the Finance Director finds that the license should be suspended or revoked or a fine imposed, the licensee shall be provided with written notice of such fine, suspension or revocation and the reasons therefore within 20 days following the date of the hearing.**

**(3) If the Finance Director suspends or revokes a license or imposes a fine the licensee may appeal the fine, suspension or revocation to the district court pursuant to Rule 106(a)(4) of the Colorado Rules of Civil Procedure. The licensee's failure to timely appeal the decision is a waiver of the licensee's right to contest the fine imposed, the suspension or the revocation of the license.**

**(4) The Finance Director has the authority to impose the costs to conduct a public hearing upon a licensee who has violated any of the provisions prescribed by this article.**

**(5) No fee previously paid by a licensee in connection with a tobacco and age-restricted psychoactive product retail license shall be refunded if the licensee's license is suspended or revoked.**

**(d) For compliance checks the following penalty structure shall apply:**

**(1) For a first violation, the licensing authority shall issue a fine in the amount of $1,000;**

**(2) For a second violation within 36 months, the licensing authority shall issue a fine in the amount of $2,000 and suspend the license for 7 days;**

**(3) For a third violation within 36 months, the licensing authority shall issue a fine in the amount of $2,650 and suspend the license for 21 days OR revocation of the license; and**

**(4) For a fourth violation within 36 months, the licensing authority shall permanently revoke the license.**

**(e) Suspension order compliance.**

**(1) In accordance with Sec 6-521(b), the local licensing authority may take any actions necessary to ensure compliance with a suspension of the privilege to sell tobacco and age-restricted psychoactive products, including, but not limited to, requiring removal of all tobacco and age-restricted psychoactive products from the sales area of the location where products are sold for the duration of the suspension, and inspecting any and all documentation relevant to the suspension. The retailer shall post, in a prominent place at the premises of the location where tobacco and age-restricted psychoactive product sales have been suspended, a notice that tobacco and age-restricted psychoactive product sales have been suspended for the duration of the suspension.**

**(2) It shall be a violation of this Section if a tobacco and age-restricted psychoactive product retailer violates or fails to comply with the terms and conditions of a suspension order. If the local licensing authority determines that an order issued pursuant to this article has been violated,**

**or that the licensee has failed to comply with a suspension order, the local licensing authority may reimpose the original suspension up to the full term. Any reimposed suspension shall be in addition to any penalty ordered for a new violation.**

**(f) The Finance Director may also summarily suspend a tobacco and age restricted psychoactive product retailer license with a hearing to be scheduled within 15 days when the director finds that:**

**(1) The licensee willfully violated provisions of this article, or the continued operation of the licensed establishment presents a risk to public health and safety.**

**Sec. 6-522. Liability.**

**A tobacco and age-restricted psychoactive product retailer shall be liable for the actions of its officers, agents, representatives or employees regarding the sale of tobacco and age-restricted psychoactive products on the licensed premises.**

**Sec. 6-523. Reporting**

***Report to city council.*** **The director shall report in writing to the city council at least annually regarding the implementation and effectiveness of this article.**

Section 2. That section 94-343 of the City Code of the City of Aurora, Colorado, is hereby amended to read as follows;

Sec. 94-343. Dispensing of tobacco **and age-restricted psychoactive** products.

(a) For the purpose of this section, the term "tobacco products" **has the meaning as prescribed in Sec. 6-501 of the City Code pertaining tobacco retail licensure.** ~~means cigars, cigarettes, cheroots, stogies, periques, granulated, plus cut, crimp cut, ready rubbed, and other smoking tobacco, snuff, snuff flour, cavendish, plus and twist tobacco, fine cut and other chewing tobaccos, and other kinds and forms of tobacco, prepared in such a manner as to be suitable for chewing, to be placed in the oral cavity or nasal passage, or for smoking in a pipe or otherwise or both for chewing and smoking.~~

(b) **For the purposes of this section the terms kratom product, age-restricted psychoactive product, psychoactive product, and age-restricted hemp products shall have the same definition as defined in Sec. 6-501 of the City Code.**

(c) ~~(b)~~ It shall be unlawful for any person to knowingly furnish to any person who is under ~~18~~ **21** years of age, by gift, sale, or any other means, any tobacco or **age-restricted psychoactive** product. It shall be an affirmative defense to a prosecution under this subsection that the person furnishing the tobacco or **age-restricted psychoactive** product was presented with and reasonably relied upon a document which identified the person receiving the tobacco product as being ~~18~~ **21** year**s** of age or older.

~~(d) It shall be unlawful for any person who is under 18 years of age to purchase any tobacco product.~~

~~(e) Except as otherwise stated in this subsection, it shall be unlawful for any person to sell or offer to sell any tobacco products by use of a vending machine or other coin-operated machine. Cigarettes may be sold at retail through vending machines only in:~~

~~(1) Factories, businesses, offices, or other places not open to the general public;~~
~~(2) Places to which persons under the age of 18 years are not permitted access; or~~
~~(3) Places where the vending machine is under the direct supervision of the owner of the establishment or any adult employee of the owner including, but not limited to establishments holding a valid liquor license.~~

~~As used in this subsection, the term "under direct supervision" means the vending machine shall be in plain vision of the employee or owner during regular business hours. It shall be an affirmative defense to a prosecution under this subsection that the person selling or offering to sell the tobacco product was presented with and reasonably relied upon a document which identified the person purchasing the tobacco product as being 18 years of age or older.~~

~~(f) Any person who sells or offers to sell any tobacco products shall display a warning sign in a prominent place in the building and on such machine at all times and in accordance with C.R.S. § 18-13-121(b).~~

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. 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. Repealer. All orders, resolutions, or ordinances in conflict with this Ordinance or with any of the documents hereby approved, are hereby repealed only to the extent of such conflict. This repealer shall not be construed as reviving any resolution, ordinance, or part thereof, heretofore repealed.

INTRODUCED, READ AND ORDERED PUBLISHED this _____ day of _____, 2026.

PASSED AND ORDERED PUBLISHED this _____ day of _____, 2026.

_____
MIKE COFFMAN, Mayor

ATTEST:

_____
KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:
PETER SCHULTE, CITY ATTORNEY

_____
By: HANOSKY HERNANDEZ, Sr. Assistant City Attorney

# CITY OF AURORA
## Council Agenda Commentary

| |
|---|
| **Item Title:** Lead Ordinance Revisions |
| **Item Initiator:** Shonnie Cline, Deputy Director of Water Internal and External Relations, Aurora Water |
| **Staff Source/Legal Source:** Shonnie Cline, Deputy Director of Water Internal and External Relations, Aurora Water / Ian Best, Senior Assistant City Attorney |
| **Outside Speaker:** N/A |
| **Strategic Outcome:** Healthy: Connecting natural and built environments with multimodal networks, ensuring access to parks and recreation, and preserving sustainable water supplies. |

**COUNCIL MEETING DATES:**

**Study Session:** 2/9/2026

**Regular Meeting:** 2/23/2026

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

**Item requires a Public Hearing:** ☐ Yes ☒ No

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

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

Shonnie Cline, Deputy Director of Water Internal and External Relations, Aurora Water / Ian Best, Assistant City Attorney

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

☐ Approve Item and Move Forward to Study Session

☒ Approve Item and Move Forward to Regular Meeting

☐ Information Only

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

☐ Approve Item as Proposed at Policy Committee

☐ Approve Item as Proposed at Study Session

☐ Approve Item as Proposed at Regular Meeting

**PREVIOUS ACTIONS OR REVIEWS:**

**Policy Committee Name:** Water Policy

**Policy Committee Date:** 1/21/2026

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

☒ Recommends Approval

☐ Does Not Recommend Approval

☐ Forwarded Without Recommendation

☐ Minutes Not Available

☒ Minutes Attached

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

On October 18, 2023, the Water Policy Committee supported moving an Ordinance adding section 138-229 of the Aurora City Code pertaining to lead and galvanized service line replacement forward to the January 8, 2024 Council meeting.

On January 8, 2024, Council approved an Ordinance adding section 138-229 of the Aurora City Code pertaining to lead and galvanized service line replacement as item 11b.

On January 21, 2026, the Water Policy Committee supported moving an Ordinance amending section 138-229 of the Aurora City Code pertaining to lead and galvanized service lines requiring replacement forward to the February 9, 2026 Study Session.

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

Aurora Water is required to comply with the federal Lead and Copper Rule Improvement (LCRI) and related state regulations, which include identifying and replacing lead service lines and certain galvanized service lines. Under current regulations, only galvanized service lines that are known or suspected to have been downstream of lead service lines are classified as "galvanized requiring replacement" (GRR).

Aurora's existing ordinance language broadly requires replacement of all galvanized service lines, regardless of whether those lines meet the regulatory definition of galvanized requiring replacement. As service line investigations continue, additional records and information have been identified helping establish that many galvanized service lines in Aurora were never downstream of lead and therefore do not present a public health risk.

**Proposed Ordinance Change**

Aurora Water proposes revising the ordinance to:

- Require replacement only of service lines that are lead or galvanized requiring replacement, as defined by state and federal regulations.
- Remove the blanket requirement to replace all galvanized service lines, regardless of their regulatory classification.
- Preserve Aurora Water's authority to require replacement where a public health benefit is demonstrated.

This change would not reduce Aurora Water's commitment to public health protection, but rather ensure that replacement efforts are targeted, data-driven, and consistent with regulatory intent.

**Rationale for the Change**

1. **Public Health Focus -**The primary goal of service line replacement programs is to reduce lead exposure. Replacing galvanized service lines that are known to never have been downstream of lead does not provide a public health benefit. Focusing resources on lead and galvanized requiring replacement lines ensures that investments directly support health protection.

2. **Cost Effectiveness and Ratepayer Protection –** Replacing all galvanized service lines, regardless of risk, significantly increases program costs (currently estimated at over $3 million dollars). Targeting only those lines that meet the regulatory definition of galvanized requiring replacement:

    - Reduces unnecessary expenditures,
    - Helps control overall program costs,
    - Avoids shifting unnecessary replacement costs from private property owners to ratepayers,
    - Protects ratepayers from funding replacements that do not improve water quality or public health.

3. **Reduced Burden on Property Owners –** Mandatory replacement of galvanized service lines can impose financial and logistical burdens on property owners. By narrowing the ordinance to only those lines that require replacement under the regulation, Aurora Water can:

    - Avoid forcing property owners to replace service lines that do not pose a health risk,
    - Reduce confusion and frustration among customers,
    - Maintain public trust in the replacement program.

4. **Regulatory Alignment and Flexibility –** The proposed update aligns Aurora's ordinance with:

    - The federal Lead and Copper Rule Improvements
    - Colorado's Primary Drinking Water Regulations,
    - Best practices.

    Importantly, this change provides flexibility for Aurora Water to:

    - Prioritize replacements based on verified risk,
    - Determine when utility-funded replacement is appropriate,
    - Adapt as regulatory and service line data continue to evolve.

**What This Change Does Not Do**

- It does not eliminate lead service line replacement requirements.
- It does not reduce Aurora Water's obligation to protect public health.
- It does not prevent replacement of galvanized lines where lead exposure risk exists.

## 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.)*

Potential savings of approximately $3 million dollars in capital expenditures.

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

N/A

## QUESTIONS FOR COUNCIL

Does the Council support moving an amendment to section 138-229 of the Aurora City Code pertaining to lead and galvanized service line replacement forward to the February 23, 2026 Council meeting?

## LEGAL COMMENTS

Council shall act only by ordinance, resolution or motion. All legislative enactments must be in the form of an ordinance. (City Charter Section 5-1). (Best)

ORDINANCE NO. 2026- ____

A BILL

FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, AMENDING SECTION 138-229 OF THE AURORA CITY CODE PERTAINING TO LEAD AND GALVANIZED SERVICE LINES REQUIRING REPLACEMENT

WHEREAS, the City of Aurora, acting by and through its Utility Enterprise ("Aurora Water") owns and operates its water system to provide Aurora's residents with a safe, reliable, and clean source of water; and

WHEREAS, within the City of Aurora there are private properties currently serviced by lead and galvanized service lines that may be subject to replacement requirements owned by the property owner and connected to Aurora Water's system; and

WHEREAS, the exposure to lead in drinking water is a public health issue of paramount importance and its adverse effects on children and the general population are serious and well known and lead service lines are the primary source of lead in drinking water; and

WHEREAS, the United States Environmental Protection Agency has promulgated the Lead and Copper Rule and subsequently finalized the Lead and Copper Rule Revisions ("LCRR") to strengthen its protections against lead in drinking water (40 C.F.R. §§ 140 and 141); and

WHEREAS, the LCRR now requires public water systems such as Aurora Water to develop a service line inventory, identify lead service lines and galvanized service lines that are "galvanized requiring replacement," and replace such service lines in accordance with federal regulations (40 C.F.R. § 141.84); and

WHEREAS, the Colorado Department of Public Health and the Environment has updated the Colorado Primary Drinking Water Regulation to require water systems such as Aurora Water to develop a service line inventory, identify lead service lines and galvanized requiring replacement service lines, and implement a lead service line replacement plan consistent with federal requirements (5 C.C.R. 1002-11); and

WHEREAS, Aurora Water's primary purpose is to provide clean, safe drinking water to its residents, which is an essential public benefit to the City as a whole, and any benefit to private landowners in accomplishing this purpose is incidental and subordinate to the primary public and governmental purpose; and

WHEREAS, in furtherance of this essential public purpose to protect Aurora residents

from the potential dangers of lead and to comply with both the LCRR and the Colorado Primary Drinking Water Regulation, Aurora Water has created a program to replace lead and galvanized requiring replacement service lines on private property at no charge to the property owner ("Lead Service Line Replacement Program"); and

WHEREAS, C.R.S. §§ 31-15-103, 31-15-401(b) and Aurora City Code § 2-32 grant municipalities and the Aurora City Council the power to make and establish ordinances not inconsistent with the laws of the state of Colorado which the Council shall deem necessary and proper to provide for the safety, preserve the health, and promote the prosperity of its inhabitants; and

WHEREAS, for the health, safety, and welfare of all Aurora residents, Aurora Water seeks to require all property owners serviced by a lead service lines or galvanized requiring replacement service lines to replace such service lines through either the Lead Service Line Replacement Program established by Aurora Water (at no cost to the property owner), or replace the lead or galvanized requiring replacement service line at their own expense; and due to the hazard that lead poses to the health and safety of all residents seeks access to Aurora properties for the purpose of inspecting and replacing lead and galvanized requiring replacement service lines; and

WHEREAS, this amendment to section 138-229 clarifies the definition of "galvanized requiring replacement service lines" to be consistent with federal and state rules, regulations and guidance.

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

Section 1. That section 138-229 of the City Code of the City of Aurora, Colorado, is hereby amended to read as follows:

**Sec. 138-229 –** Mandatory replacement of lead and galvanized **requiring replacement** service lines**.**

(a) *Definitions.* As used in this section the following words and phrases shall have the meanings ascribed to them below:

*Building* shall mean any structure having a roof supported by columns or walls, and built for the support, shelter, or enclosure of persons, animals, chattels, or property of any kind.

*Contractor* shall mean a qualified, licensed, bonded, and insured vendor that contracts with Aurora Water to replace service lines; or as context requires, a qualified, licensed, bonded, and insured plumber that contracts with an owner to replace a lead or galvanized **requiring replacement** service line.

*Dwelling* shall mean a building or structure or part thereof containing one or more dwelling units. This section shall also apply to buildings and structures that are not used for residential purposes.

*Dwelling unit* shall mean any room or group of rooms, or any part thereof located with a building and forming a single habitable unit with facilities which are used or designed to be used for living, sleeping, cooking, eating, or bathing.

*Galvanized **requiring replacement** service line* shall mean an **(a)** iron or steel service line that has been dipped in zinc to prevent corrosion and rusting **and (b) has been used to provide water service downstream of a lead service line**. **This definition may be updated in Aurora Water rules and regulations, as necessary, to remain consistent with federal and state regulations and guidance.**

*Lead service line* shall mean a service line known to consist of lead or any portion of lead.

*Lead status unknown* means a service line consisting of at least a portion of unknown material that may contain lead or galvanized **requiring replacement** materials. Aurora Water will treat lead status unknown service lines as lead service lines for purposes of this section.

*Occupant* or *tenant* shall mean a person or persons in actual possession of and living in the building or dwelling unit.

*Owner* shall mean any person who has legal title to any dwelling, building or structure, with or without accompanying actual possession thereof; or, who has equitable title and is either in actual possession or collects rents therefrom or who is executor, executrix, trustee, guardian, or receiver of the estate of the owner, or as mortgagee or as vendee in possession either by virtue of a court order or by agreement or voluntary surrender of the premises by the person holding the legal title, or as collector of rents has charge, care or control of any dwelling, building, structure, or rooming house.

*Property* shall mean any dwelling, dwelling unit, building, or structure receiving water service from Aurora Water.

*Service line* shall mean the water line that connects to the dwelling, structure or building that is connected to the main Aurora Water line. The service line is comprised of two parts: (1) the portion owned by Aurora Water from the main to and including the meter pit; and (2) the portion owned by the private property owner from the meter pit to the connection with the inlet of the dwelling, building or structure.

*Structure* shall mean anything constructed or erected, the use of which requires fixed location on the ground or attachment to something having a fixed location on the ground.

(b) *Prohibition.* Lead and galvanized **requiring replacement** service lines serving any property within the city of Aurora are prohibited and any existing lead or galvanized **requiring replacement** service line must be replaced in accordance with this section.

(c) *Exclusion.* A property owner may be excluded from the mandatory replacement of any lead or galvanized **requiring replacement** service line by providing Aurora Water with written proof from a contractor that a lead or galvanized **requiring replacement** service line does not serve the property and/or that any lead or galvanized **requiring replacement** service line was previously removed and replaced. Aurora Water shall retain the ability to access the property as set forth in subsection (d) of this section to verify that no lead or galvanized **requiring replacement** service line serves the property.

(d) *Service line testing.*

(1) Aurora Water is authorized to access property in such areas as it deems necessary and appropriate to identify lead and/or galvanized **requiring replacement** service lines through pot-holing or other appropriate testing techniques. Aurora Water (or its contractor) must provide notice to owners and occupants no less than 72 hours before accessing property to perform such tests. Aurora Water (and its contractors) must utilize commercially reasonable efforts to return the property to its prior condition after completing such tests. Aurora Water will notify owners of the status of the service line after completion of such tests.

(e) *Service line replacement.* The owner of any property connected to Aurora Water's system through a lead or galvanized **requiring replacement** service line, as may be identified by Aurora Water's records, service line testing, or any other reliable method, must replace such lead or galvanized **requiring replacement** service line through either of the following two methods:

(1) Agreeing to participate in Aurora Water's "lead service line replacement program" by the later of: 180 days after the effective date of the ordinance codified in this section; or within 90 days of receiving written notice from Aurora Water of the existence of a lead or galvanized **requiring replacement** service line. Participation in the lead service line program will allow Aurora Water to replace the lead or galvanized **requiring replacement** service line at no cost to the owner. Owners and occupants must allow Aurora Water (or its contractor) reasonable access to the property to conduct lead or galvanized **requiring replacement** service line replacement. Owners and occupants of properties participating in the lead service line replacement program shall be contacted in writing by Aurora Water regarding the lead service line replacement program. The owner shall retain full ownership and responsibility for the service line and will be responsible for all service line repair outside of the scope of the lead or galvanized **requiring replacement** service line replacement including any applicable warranty period; or

(2) Hiring a contractor to replace the lead or galvanized **requiring replacement** service line at the owner's own expense. If an owner selects this option, the lead or galvanized **requiring replacement** service line must be replaced by the later of: 365 days after the effective date of the ordinance codified in this section; or within 90 days of receiving written notice from Aurora Water of the existence of a lead or galvanized **requiring replacement** service line. Lead and galvanized **requiring replacement** service lines must be replaced in accordance with all applicable laws and city rules and regulations. An extension to remove the lead or galvanized **requiring replacement** service line may be granted only as set forth in subsection (e)(2)(a) of this section. To comply with this subsection (e)(2) an owner must

provide Aurora Water with written proof that the lead service line **or galvanized requiring replacement service line** has been replaced. Proof must include at a minimum: (a) a permit issued by the city of Aurora to a licensed contractor authorized to do the work; (b) documentation that the work was completed; and (c) a City of Aurora inspection report verifying removal of the lead or galvanized **requiring replacement** service line.

a. *Extension.* An extension may be granted for compliance with subsection (e)(2) of this section only when the owner can demonstrate to Aurora Water's satisfaction that the owner has made a good faith effort to comply with subsection (e)(2) of this section.

(3) Failure to provide proof of either enrollment in the lead service line replacement program, in accordance with subsection (e)(1) of this section, or replacement of any lead or galvanized **requiring replacement** service line at the owner's own expense, in accordance with subsection (e)(2) of this section, shall constitute a violation of City Code.

(f) *Authorization to access property.*

(1) If an owner does not comply with subsection (e) of this section within 365 days of the effective date of the ordinance codified in this section (or within the time frame provided by a properly approved extension) or is inaccessible or otherwise denies access to the property to enable the replacement of a lead or galvanized **requiring replacement** service line, then the following procedures shall be followed:

a. Aurora Water shall secure entrance to the property from the owner or current occupant of the dwelling, building or structure, and Aurora Water shall incur no liability from the owner. Aurora Water (or its contractor) will provide the owner or current occupant with a consent form prior to entry. The consent form will provide Aurora Water (or its contractor) with access to the property to verify, and replace, if necessary, any lead or galvanized **requiring replacement** service line. Aurora Water (or its contractor) shall use commercially reasonable efforts to restore the property to its prior condition after completing lead or galvanized **requiring replacement** service line replacement; and

b. If access is provided by an occupant of the dwelling, then the occupant shall be held harmless and no liability shall incur to Aurora Water or occupant due to the inspection or replacement of the lead or galvanized **requiring replacement** service line; and

c. If access is denied by the current occupant or owner, Aurora Water may commence procedures, including filing a court action in a court of competent jurisdiction, to conduct inspection and/or replacement of any lead or galvanized **requiring replacement** service line. Each day access is denied shall constitute a violation of City Code.

(g) *Proof of lead or galvanized **requiring replacement** service line replacement upon creation of new water account.*

(1) If Aurora Water's records indicate any property is serviced by a lead or galvanized **requiring replacement** service line, Aurora Water may require proof that the lead or galvanized **requiring replacement** service line has been replaced or the property is enrolled

in the Lead Service Line Replacement Program before creating or modifying any account for the property.

(h) *Proof of lead or galvanized **requiring replacement** service line replacement upon transfer of ownership.*

(1) Upon the sale or transfer of ownership of any dwelling, building or structure, and prior to the creation of any new Aurora Water account related to the property, the owner must provide proof to Aurora Water that any lead or galvanized **requiring replacement** service line has been replaced or the property is enrolled in the lead service line replacement program.

a. *Rules and regulations.* The general manager is empowered to promulgate such rules and regulations regarding the lead service line replacement program consistent with this section as may be reasonably necessary to aid in the administration and enforcement of this section.

(i) Noncompliance with this section **138-229** shall constitute a violation of City Code.

(j) *Penalty.* The penalty for violations of this section by any owner, person, or corporation shall be in accordance with the fines set forth in section 1-13. The potential jail sentence shall not be applicable for violations of this section. Each day a violation continues shall constitute a separate violation.

Section 2. Severability. The provisions of this Ordinance are hereby declared to be severable. If any section, paragraph, clause, or provision of this Ordinance shall, for any reason, be held to be invalid or unenforceable by a court of competent jurisdiction, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Ordinance.

Section 3. Pursuant to Section 5-5 of the Charter of the City of Aurora, Colorado, the second publication of this Ordinance shall be by reference, utilizing the ordinance title. Copies of this Ordinance are available at the Office of the City Clerk.

Section 4. Repealer. All orders, resolutions, or ordinances in conflict with this Ordinance or with any of the documents hereby approved, are hereby repealed only to the extent of such conflict. This repealer shall not be construed as reviving any resolution, ordinance, or part thereof, heretofore repealed.

INTRODUCED, READ AND ORDERED PUBLISHED this _____ day of _____, 2026.

PASSED AND ORDERED PUBLISHED this _____ day of _____, 2026.

_____
MIKE COFFMAN, Mayor

ATTEST:

_____
KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

PETER A. SCHULTE, CITY ATTORNEY

By: Ian J Best RLA
IAN BEST, Assistant City Attorney

# Proposed Amendments to Service Line Replacement Ordinance

**Water Policy Committee**
**January 21, 2026**

AURORA WATER

# Why This is Coming Forward

**Why we are revisiting the ordinance**

- Ongoing service line investigations have clarified actual risk
- Current ordinance requires replacement of all galvanized service lines
- State and federal regulations only require replacement of galvanized requiring replacement (GRR)
- Opportunity to better align policy with public health benefit

AURORA WATER

# Regulatory Context

**What the regulations actually require**

- Lead service lines must be replaced
- Galvanized requiring replacement (GRR) = galvanized lines known or suspected to have been downstream of lead
- Galvanized lines not historically downstream of lead are not considered a lead exposure risk
- Replacement requirements are intended to focus on health benefit

AURORA WATER

# What is Changing

**Proposed ordinance update**

- Replace will still be required for:
  - Lead service lines
  - Galvanized service lines that meet the definition of requiring replacement
- Remove blanket requirement to replace ***all*** galvanized service lines
- Maintain Aurora Water's authority to require replacement where risk is identified

# Why This Is the Right Approach

**Benefits of the proposed change**

- Focuses resources on actual public health risk
- Reduces unnecessary costs to:
  - The utility
  - Ratepayers
  - Property owners
- Provides flexibility to:
  - Prioritize highest-risk lines
  - Determine when utility funding is appropriate
- Reduces pressure on homeowners to replace lines with no health benefit
- Will potentially save the ratepayers approximately $3 million

AURORA WATER

# What This Does *Not* Change

**What this update does NOT do**

- Does not weaken lead service line replacement requirements
- Does not reduce public health protections
- Does not impact replacement of galvanized lines where lead exposure risk exists
- Does not slow ongoing service line investigations

AURORA WATER

# Questions?

# Water Policy Committee (WPC) Meeting

October 18, 2023

Members Present: Council Member Steve Sundberg (Chair), Council Member Alison Coombs (Vice Chair), Council Member François Bergan

Absent:

Others Present: Rachel Allen, Greg Baker, Ian Best, Todd Brewer, Natalie Brower-Kirton, Marshall Brown, Steve Cann, Alexandra Davis, James DeHerrera, Rory Franklin, Alex Gagliardi, Marena Lertch, John Murphy, Swirvine Nyirenda, Cat Olukotun, Casey Rossman, Earl Wilkinson, Sherry Scaggiari, Richard Vidmar, Earl Wilkinson, Sarah Young

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**1. Approval of Minutes**

The August 10, 2023, meeting minutes were approved as presented.

**2. Consent Items**

A. Construction Change Order Report
B. Monthly Water Supply Update

Summary of Issue and Discussion: CM Bergan asked if our water storage was at 50% or less this time last year? J. Murphy responded that we currently have 30,000 acre feet more storage compared to this time last year. CM Bergan asked if we will be good next year if we have a normal winter? M. Brown stated, yes, there is more water stored this year than over the past five years.

Outcome: The consent items were supported as presented.

Follow-Up Action: None.

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**3. Fourteenth Amendment to an Intergovernmental Agreement (IGA) Regarding the Design and Construction of Drainage Flood Control Improvements for First Creek Detention Upstream of I-70.**

Summary of Issue and Discussion: S. Young gave a brief history of the First Creek Detention Pond as well as a presentation regarding an amendment to an IGA between the City of Aurora and the Mile High Flood District to develop a final design of the First Creek Detention Pond including land acquisition, mapping, compilation of existing data, necessary field work,

development of final design, and services during construction. S. Young also discussed that although the pond has decreased in size during the reevaluation, the construction costs have significantly increased. The monies set aside for the project this year will remain the same ($400,000.00 per jurisdiction) but there are anticipated additional costs that will come in future amendments.

CM Bergan asked, while Mile High Flood District is contributing, do you they also increase their contribution based on the cost of construction increasing? S. Young responded that Mile High Flood District allocates monies to areas within Arapahoe and Adams County for projects based in Aurora however, instead of Mile High Flood District contributing to several smaller projects, they will focus more of their contributions on this project.

Outcome: The Committee supports the Fourteenth Amendment to an IGA Regarding the Design and Construction of Drainage Flood Control Improvements for First Creek Detention Upstream of I-70 and forwarded to the next Council Meeting for consideration.

Follow-Up Action: The Committee supported the Fourteenth Amendment to an IGA Regarding the Design and Construction of Drainage Flood Control Improvements for First Creek Detention Upstream of I-70 and will forward to the next Council Meeting for consideration

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**4. Argenta Stormwater Reimbursement Agreement**

Summary of Issue and Discussion: S. Young gave a presentation on the reimbursement agreement with Argenta. The reimbursement is based on rerouting the current stormwater channel around the Argenta site due to the redevelopment of that area.

CM Bergan asked if this site was in a TIFF area? M. Brown stated that they were not sure but would check and get back to her. CM Bergan asked if the city was responsible for paying the full $750,000.00. S. Young replied yes, that was part of the original commitment that the city would pay for rerouting the regional stormwater around that site.

Outcome: The Committee supports the Argenta Stormwater Reimbursement Agreement and forwarded to the next Study Session for consideration.

Follow-Up Action: The Committee supported the Argenta Stormwater Reimbursement Agreement and will forward to the next Study Session for consideration.

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**5. United States Forest Service Collection Agreement for the Tennessee Creek and Twin Lakes Forest Treatment**

Summary of Issue and Discussion: R. Vidmar gave a presentation discussing the United States Forest Service's completion of the permitting process to treat approximately 800 acres of forest above the Turquoise Lake in Lake County. Aurora stores 20,000 acres feet of water in Turquoise

Lake where we take in the majority of our Colorado River water. This is a five-year project that will treat the area through mechanical and hand thinning as well as prescribed burns to improve forest health and reduce the risk of fires and decrease the impact of damage if there were a fire.

Outcome: The Committee supports the United States Forest Service Collection Agreement for the Tennessee Creek and Twin Lakes Forest Treatment and forwarded to the next Study Session for consideration.

Follow-Up Action: The Committee supported the United States Forest Service Collection Agreement for the Tennessee Creek and Twin Lakes Forest Treatment and will forward to the next Study Session for consideration.

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**6. Stewardship West Memorandum of Understanding (MOU)**

Summary of Issue and Discussion: R. Vidmar gave a presentation regarding an MOU with Stewardship West to treat forest service lands in the Miller Gulch area outside of Bailey. Stewardship West has completed 548 acres with 973 acres left to be treated. Stewardship West is also working with the United States Forest Service on the Tarryall Creek area un the upper South Platte Basin where Aurora owns water rights. The planned treatment will include mechanical and hand thinning to increase forest health, reduce the risk of fires and minimize the impact if there were a fire.

Outcome: The Committee supports the Stewardship West Memorandum of Understanding and forwarded it to the next Study Session for consideration.

Follow-Up Action: The Committee supported the Stewardship West Memorandum of Understanding and will forward it to the next Study Session for consideration.

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**7. Eagle River Watershed Council Memorandum of Understanding (MOU)**

Summary of Issue and Discussion: R. Vidmar gave a presentation regarding an MOU with the Eagle River Watershed Council to replace aging culverts in the Homestake Reservoir area with Aquatic Organism Passages. These passages are designed to mimic the historic natural stream bed which promotes the movement of aquatic species upstream.

Outcome: The Committee supports the Eagle River Watershed Council Memorandum of Understanding and forwarded to the next Study Session for consideration.

Follow-Up Action: The Committee supported the Eagle River Watershed Council Memorandum of Understanding and will forward it to the next Study Session for consideration.

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**8. United States Forest Service Box Creek Land Exchange Agreement**

Summary of Issue and Discussion: R. Vidmar gave a presentation regarding the United States Forest Service Box Creek Land Exchange Agreement. This will include the exchange of three Forest Service parcels adjacent to Box Creek Reservoir and three Aurora owned parcels known as Columbine Mine and the Mount Elbert parcels.

CM Bergan asked if the exchange would only benefit the city. R. Vidmar stated, the exchange is mutually beneficial. Aurora needs the Federally owned lands to develop Box Creek Reservoir and the United States Forest Service would like the privately held lands that are in the middle of the National Forest so they can better manage those areas.

CM Bergan asked, why is the United States Forest Service not paying half of the $52,000.00 if the agreement is mutually beneficial? A. Davis responded, we acquired those lands specifically to exchange with the federally owned land abutting our property at Box Creek. Therefore, while it does benefit the Forest Service, the benefits to the city are far greater.

Outcome: The Committee supports the United States Forest Service Box Creek Land Exchange and forwarded to the next Study Session for consideration.

Follow-Up Action: The Committee supported the United States Forest Service Box Creek Land Exchange and will forward to the next Study Session for consideration.

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**9. Lead Service Line Presentation**

Summary of Issue and Discussion: T. Brewer gave a presentation and update on the progress of the lead service line replacement.

CM Bergan asked, what are the chances of lead actually getting into our drinking water? T. Brewer responded, all of our treatment plants function at the highest level utilizing optimized corrosion control treatment. This manages the water chemistry to minimize any lead corrosion, so the chances are very low. CM Bergan asked, weren't we already taking steps to mitigate lead? T. Brewer responded, yes, that is part of the corrosion control treatment. The regulatory community determined to remove lead pipes to further reduce any potential of lead entering the water system. CM Bergan asked, is there still a potential for lead to enter the water system if the city is only replacing the outside service line and not the lines within the home. T. Brewer stated, yes, the plumbing inside is the responsibility of the private homeowner and the city is only responsible for replacing the water line where it enters the house. The ordinance is for the service lines only, not the premise plumbing.

CM Sundberg asked, what are the costs in replacing the service lines? T. Brewer responded, replacing the service lines from the main to the house is in the range of $8,000.00 to $10,000.00. CM Sundberg asked if there was a government subsidy available to assist in the replacements of the homeowner's lines? T. Brewer stated that there is a bipartisan infrastructure law which allotted 15 billion dollars for lead service line replacement around the country. Our goal is to present an application package to the state regulatory authority in the first part of 2024 to obtain grant funding from funding from that program. M. Brown added, there is $10 million in our

budget that Council has already approved to begin replacing the service lines, we are pursuing grant opportunities to match the $10 million. Within the grant, the lead service lines would be declared a public health issue and would allow the city to go onto private property to replace the lead lines without the customer bearing any of the costs.

CM Bergan asked, even though we budgeted the $10 million, we do not want to spend that if the grant is going to provide the funding? M. Brown responded, we are responsible for matching 50% of the cost but the total number of lead service lines we have shouldn't exceed $12 million so we will hopefully not have to spend the entire budgeted amount.

Outcome: The Committee supports the Lead Service Line Presentation and forwarded to the next Study Session as an informational item only.

Follow-Up Action: The Committee support Lead Service Line Presentation and will forward to the next Study Session as an informational item only.

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**10. Education and Outreach Program Overview and Update**

Summary of Issue and Discussion: N. Brower-Kirton gave a presentation on the Education and Outreach programs.

CM Coombs asked, what is the educational pipeline for young people looking into careers in water? N. Brower-Kirton responded, the first step is for students to be aware of water and getting them excited about career opportunities in water. We are currently working with Pickens Technical College on a pilot program where students could learn the technical skills at the school and work at Aurora Water as a paid apprentice.

Outcome: Informational only.

Follow-Up Action: None.

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**11. Miscellaneous Matters for Consideration**

Summary of Issue and Discussion: M. Brown stated the ribbon cutting will take place on October 19th for the new Southeast Area Maintenance Facility.

CM Sundberg stated he had the opportunity to tour Scienturfic on October 17th and learned about the Bermuda grass and how it requires 60% less water usage. M. Brown stated, we have the Bermuda grass out at the Southeast Area Maintenance Facility and PROS has begun using it as well in at least one park.

Outcome: Informational only.

Follow-Up Action: Informational only.

## 12. Confirm Next Meeting

The next meeting is scheduled for November 15, 2023, 10:30 a.m. via WebEx.

X Steve Sundberg (Nov 16, 2023 21:13 MST)

Steve Sundberg
Chair, Water Policy Committee

**MINUTES**

**Regular Meeting** of the **Aurora City Council**
Monday, January 8, 2024

1. **RECONVENE REGULAR MEETING OF JANUARY 8, 2024, AND CALL TO ORDER**

Mayor Coffman reconvened the regular meeting of the City Council for January 8, 2024, at 6:30 p.m.

2. **ROLL CALL**– Kadee Rodriguez, City Clerk

COUNCIL MEMBERS PRESENT: Mayor Coffman, Bergan, Gardner, Hancock, Jurinsky, Lawson, Medina, Murillo, Sundberg, Zvonek

COUNCIL MEMBERS ABSENT: Coombs

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

3. **INVOCATION/MOMENT OF SILENCE**– Mike Coffman, Mayor

Mayor Coffman led the prayer for the January 8, 2024 Council Meeting.

4. **PLEDGE OF ALLEGIANCE** (all standing)

5. **EXECUTIVE SESSION UPDATE**

Mayor Coffman provided an update on the Executive Session, where they discussed litigation and security considerations.

6. **APPROVAL OF MINUTES**

**6.a. December 18, 2023 Meeting Minutes**

Motion by Sundberg, second by Hancock, to approve the minutes of the December 18, 2023 meeting.

Voting Aye: Mayor Coffman, Bergan, Gardner, Hancock, Jurinsky, Lawson, Medina, Sundberg, Zvonek

Abstain: Murillo



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

7. **PROCLAMATIONS OR CEREMONIES**

**7.a. Swearing-in Ceremony of Relief Judges to the Aurora Municipal Bench**

Presiding Judge, Shawn Day

**7.b. Dr. Martin Luther King, Jr. Day**

Mayor Coffman proclaimed January 15, 2024 as Dr. Martin Luther King, Jr. Day.

**7.c. Human Trafficking Awareness and Prevention Month**

Mayor Coffman proclaimed the month of January 2024 as Human Trafficking Awareness and Prevention month.

8. **PUBLIC INVITED TO BE HEARD**

(non-agenda-related issues only)

Council heard public testimony on non-agenda-related items

Mayor Coffman responded to the issue raised about motor vehicle theft and abandoned vehicles. He stated he had been out with the parking enforcement and they were fairly aggressive about moving abandoned vehicles and motor vehicle theft had declined by 23.5% year to date. He credited that in part to Mayor Pro Tem Zvonek with the passing of his proposal to have a mandatory minimum sentence of motor vehicle theft and the passing of the law to make all motor vehicle thefts a felony.

9. **ADOPTION OF AGENDA**

Motion by Sundberg, second by Bergan, to adopt the agenda.

Voting Aye: Mayor Coffman, Bergan, Gardner, Hancock, Jurinsky, Lawson, Medina, Murillo, Sundberg, Zvonek

10. **CONSENT CALENDAR – MOTIONS**

*Any member of the Council may request an item to be removed from the Consent Calendar and considered separately. Any item removed will be considered immediately following the adoption of the remainder of the Consent Calendar.*

**10.a. Motions**

**10.b. Planning Matters**

**10.c. Appointments to Boards and Commissions**



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

## 11. CONSENT CALENDAR - RESOLUTIONS AND ORDINANCES

*Any member of the Council may request an item to be removed from the Consent Calendar and considered separately. Any item removed will be considered immediately following the adoption of the remainder of the Consent Calendar.*

### 11.a. Resolutions

### 11.b. Finalizing of Ordinances

#### 11.b.1 Green Valley Ranch Comprehensive Plan Amendment

**2023-66** CONSIDERATION OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, AMENDING THE 2018 COMPREHENSIVE PLAN TO CHANGE THE PLACETYPE FROM CITY CORRIDOR TO EMERGING NEIGHBORHOOD FOR THE AREA LOCATED SOUTH OF 56TH AVENUE, BETWEEN PICADILLY ROAD AND E-470 (GREEN VALLEY RANCH COMPREHENSIVE PLAN AMENDMENT EMERGING NEIGHBORHOOD)

Deborah Bickmire, Senior Planner, Planning and Development Services / Lena McClelland, Assistant City Attorney

#### 11.b.2 Green Valley Ranch Zoning Map Amendment - MU-A to R-2

**2023-67** CONSIDERATION OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, FOR A ZONING MAP AMENDMENT TO REZONE 78.8 ACRES OF LAND TO MEDIUM DENSITY RESIDENTIAL DISTRICT, LOCATED WEST OF TIBET ROAD, BETWEEN E 54TH AVENUE AND E 52ND AVENUE

Deborah Bickmire, Senior Planner, Planning and Development Services / Lena McClelland, Assistant City Attorney

#### 11.b.3 Green Valley Ranch Zoning Map Amendment - MU-R to MU-A

**2023-68** CONSIDERATION OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, FOR A ZONING MAP AMENDMENT TO REZONE 28.3 ACRES OF LAND TO MIXED USE AIRPORT, LOCATED EAST OF TIBET ROAD

Deborah Bickmire, Senior Planner, Planning and Development Services / Lena McClelland, Assistant City Attorney

#### 11.b.4 Lead Service Line Ordinance

**2023-70** FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, ADDING SECTION 138-229 OF THE AURORA CITY CODE PERTAINING TO LEAD AND GALVANIZED SERVICE LINE REPLACEMENT



♦ ***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.***

Earl Wilkinson, Assistant General Manager of Operations, Aurora Water / Ian Best, Assistant City Attorney

Motion by Gardner, second by Sundberg, to approve Items 11.b.1 through 11.b.4.

Voting Aye: Bergan, Gardner, Hancock, Jurinsky, Lawson, Medina, Murillo, Sundberg, Zvonek

12. **PUBLIC HEARINGS**

**12.a Sable Boulevard Townhomes Zoning Map Amendment**

**2023-69** 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 5.0244 ACRES OF LAND TO MEDIUM DENSITY RESIDENTIAL DISTRICT (R-2), LOCATED AT THE NORTHEAST CORNER OF SABLE BOULEVARD AND EAST MONTVIEW BOULEVARD

Aja Tibbs, Planning Supervisor, Planning and Development Services / Lena McClelland, Assistant City Attorney

Mayor Coffman opened the public hearing.

Aja Tibbs, Planning Supervisor, presented a summary of the item.

The Council heard public testimony on non-agenda related item.

CM Bergan asked if other traffic studies could be done in the future based on population growth, for example, if it exceeded the city percentage. Carlie Campuzano, traffic manager in the Public Works Department, answered yes, they could restudy the intersection in the future.

Mayor Coffman closed the public hearing.

Motion by Gardner, second by Murillo, to approve Item 12.a.

CM Murillo asked if they could make a preemptive request at a certain point to have the traffic study re-evaluated. C. Campuzano said they could re-evaluate the traffic study in the future, but no criteria was close to being met for a traffic signal yet.

CM Murillo stated she wanted to open a council request to recollect data and look at it. She discussed the vacant parcel next to it was recently rezoned for increased density.

Motion by Gardner, second by Murillo, to approve Item 12.a.



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Voting Aye: Bergan, Gardner, Hancock, Lawson, Medina, Murillo, Sundberg, Zvonek

Voting Nay: Jurinsky

**12.b 15800 E 40th Avenue - Zoning Map Amendment**

**2024-02** 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 10.244 ACRES OF LAND TO BUSINESS/TECH DISTRICT (I-1), LOCATED WEST OF THE INTERSECTION OF EAST 40TH AVENUE AND EAST 40TH CIRCLE

Sarah Wile, Senior Planner, Planning and Development Services / Lena McClelland, Assistant City Attorney

Mayor Coffman opened the public hearing.

Sarah Wile, Senior Planner, presented a summary of the item.

The Council heard public testimony on the item.

Mayor Coffman closed the public hearing.

Motion by Gardner, second by Sundberg, to approve Item 12.b.

Voting Aye: Bergan, Gardner, Hancock, Jurinsky, Lawson, Medina, Murillo, Sundberg, Zvonek

**12.c 3550 Chambers Road - Zoning Map Amendment**

**2024-03** 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 4.2 ACRES OF LAND TO MIXED- USE CORRIDOR DISTRICT (MU-C), LOCATED AT THE NORTHEAST CORNER OF EAST 33RD PLACE AND NORTH CHAMBERS ROAD

Stephen Gubrud, Planner, Planning and Development Services / Lena McClelland, Assistant City Attorney

Stephen Gubrud, planner, presented a summary of the item.

Mayor Coffman closed the public hearing.

Motion by Sundberg, second by Gardner, to approve Item 12.c.

Voting Aye: Bergan, Gardner, Hancock, Jurinsky, Lawson, Medina, Murillo, Sundberg, Zvonek



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13. **INTRODUCTION OF ORDINANCES**

14. **FINALIZING OF ORDINANCES**

15. **ANNEXATIONS**

16. **RECONSIDERATION AND CALL UPS**

17. **GENERAL BUSINESS**

18. **REPORTS**

**18.a. Report by the Mayor**

Mayor Coffman discussed the mayors of the three largest cities meeting they had last year where they talked about reducing crime in their cities and across the state. He said they came to an agreement on five issues, the governor supported it, and the majority passed into law. He stated they had the meeting again this year with the two new mayors and they agreed to bring forward a request for funding for more inpatient mental health beds in Colorado. Mayor Coffman said the Denver Post and Denver Gazette published the op-ed they did on the issue. Mayor Coffman announced his town hall on January 27th, at Aurora History Museum, at 1:00pm.

**18.b. Reports by the Council**

CM Gardner stated he would like to reappoint Danielle Lammon and JulieMarie Shepherd-Macklin to the Citizen's Advisory Budget Committee.

CM Jurinsky said she and Mayor Coffman met Santa at Cherry Creek State Park to discuss new announcements and programs, including archery, boating, a bald eagle show, and opening roads. She stated there were three upcoming town halls for Ward 4, Ward 2, and Ward 5 she would be cohosting and welcomed Aurora residents to attend.

CM Murillo stated she was having her first town hall at the MLK Library Thursday, on January 25th, from 6 to 7 p.m. She wished everyone happy holidays and happy new year.

CM Sundberg expressed his town hall will be on January 18th, at Central Rec Center, at 6 p.m., cohosted by CM Jurinsky. He said the new city manager and APD superintendent would be there to answer questions.

CM Medina stated his town hall will be on Tuesday, January 9th, at 6:30pm at the Active Adult Center, where they would be discussing updates on Ward 3.



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CM Hancock said she would be having her first town hall on January 11th, at 6:30, at the Colorado Early Colleges, co-hosted by CM Jurinsky. She encouraged everyone to attend to talk about what was happening Ward 4 and what they could do to be stakeholders in their own lives.

CM Lawson appointed Bob Roth for her second appointee for the CABC. She discussed the eight new Colorado laws went into effect starting January 1st and said the 2024 Colorado Legislative Session would begin in January 10th. CM Lawson said the House and Senate reached a deal for the fiscal year 2024 Appropriations Bill with $886.3 billion for defense and $772.7 billion for non-defense programs. She said if the FY24 budget did not pass, they would see a partial government shutdown on January 19th. She announced the first FSIR Committee meeting will be on Friday, January 19th, and her town hall will be on January 13th, at the Heather Garden Auditorium from 10 to 11:30 a.m., where they would be talking about crime statistics in Ward 5 and the homeless encampment issue on Parker Road and I-22 corridor. CM Lawson noted she would be cohosting a town hall on January 25th with CM Jurinsky from 6:30 to 8 p.m., at the Central Rec Center.

CM Bergan said her town hall would be Wednesday, January 17th, at the Southeast Recreation Center to discuss snow removal and giving a presentation on city government and general updates, from 6 to 8pm.

MPT Zvonek did not have a report.

19. **ADJOURNMENT**

Mayor Coffman adjourned the regular meeting of the City Council.

MIKE COFFMAN, MAYOR

ATTEST:

KADEE RODRIGUEZ, CITY CLERK

7

♦ ***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:** 13th Avenue Station Urban Renewal Plan |
| **Item Initiator:** Jennifer Orozco, Senior Development Project Manager, Planning and Business Development |
| **Staff Source/Legal Source:** Jennifer Orozco, Senior Development Project Manager, Planning and Business Development / Rachel Allen, Deputy City Attorney |
| **Outside Speaker:** N/A |
| **Strategic Outcome:** Economically Strong: Building a conducive development climate, a diverse mix of industries and housing options, and fostering economic growth so that our community thrives and remains resilient. |

**COUNCIL MEETING DATES:**

**Study Session:** N/A

**Regular Meeting:** 3/9/2026

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

**Item requires a Public Hearing:** ☒ Yes ☐ No

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

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

2026-06 A PUBLIC HEARING AND CONSIDERATION OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING THE 13TH AVENUE STATION URBAN RENEWAL PLAN AND CREATING TWO TAX INCREMENT FINANCING AREAS
Jennifer Orozco, Senior Development Project Manager, Planning and Business Development / Rachel Allen, Deputy City Attorney

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

☐ Approve Item and Move Forward to Study Session

☐ Approve Item and Move Forward to Regular Meeting

☐ Information Only

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

☐ Approve Item as Proposed at Policy Committee

☐ Approve Item as Proposed at Study Session

☒ Approve Item as Proposed at Regular Meeting

**PREVIOUS ACTIONS OR REVIEWS:**

**Policy Committee Name:** Planning and Zoning Commission

**Policy Committee Date:** 10/22/2025

**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 city has long-envisioned the transformation of the 13th Avenue Station area into a multifaceted neighborhood with diverse transit-oriented housing choices. By taking the lead in planning and securing financing for the extension of Dillon Way and a multimodal bridge crossing of Tollgate Creek, the city is addressing long-standing access challenges and seeking to enable the construction of a significant concentration of workforce and affordable/mixed-income housing. Depending on final site plan designs, the 13th Avenue Station area could provide over 900 total infill housing units on two sites: 1) 500+ workforce apartments and rental townhomes to be privately developed south of Tollgate Creek, and 2) up to 430 affordable/mixed income units in a variety of configurations on RTD property north of Tollgate Creek.

In 2024 the city was awarded $4 million in grant funding from Colorado's Department of Local Affairs (DOLA). Both grants support infrastructure for affordable housing. In January 2025 AURA and Council approved a Loan Agreement (AURA R2025-01 and R2025-08) whereby AURA loaned $5 million to the city for the 13th Avenue Station Area infrastructure construction and grant administration. The preliminary bridge cost estimate was $8+ million and staff recommended that the AURA loan be repaid with tax increment financing (TIF) revenues from the proposed 13th Avenue Station Urban Renewal Area.

On March 10, 2025, Council reviewed a conditions survey that identified the presence of six blight factors, conducted a public hearing, and declared the 13th Avenue Station Area blighted and appropriate for urban renewal (Ordinance 2025-21). In spring 2025 staff drafted the 13th Avenue Station Urban Renewal Plan (Plan) and prepared the required Impact Reports for Arapahoe County, Aurora Public Schools, and Mile High Flood District. Positive negotiations with the taxing entities in summer 2025 yielded draft cooperation agreements and the taxing jurisdictions' concurrence with the Plan. As required by Statute, the Plan was shared with the Planning and Zoning Commission on October 22, 2025 and the Commission found that the Plan is in conformance with the general plan for development of the municipality as a whole.

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

The proposed 13th Avenue Station Urban Renewal Plan (Plan) is attached. The primary purpose of the Plan is to facilitate residential transit-oriented development (TOD) on the vacant and underutilized land surrounding the 13th Avenue Station. With the proposed 13th Avenue Station Urban Renewal Area and associated TIF areas, the city and AURA are seeking to use incremental tax revenues to assist with funding the infrastructure necessary to develop a significant concentration of new workforce and affordable housing units at a strategic light rail station location along Aurora's R line. Without the city and Authority's efforts to overcome the infrastructure challenges, the land at 13th Avenue Station will remain vacant and underutilized.

The Plan delineates two tax increment financing (TIF) areas within the urban renewal area: TIF 1 for private property south of Tollgate Creek, currently owned by Bach Homes; and TIF 2 for the RTD property north of Tollgate Creek. The available incremental revenues include:

- 100% of city taxes: property tax, use tax, sales tax, and lodger's tax (if any; retail and lodging uses are not currently planned)
- 100% of Mile High Flood District property tax
- 70% of Aurora Public Schools (APS) property tax
- 65% of Arapahoe County property tax

Current projections suggest that the TIF revenue will be sufficient to repay the $5 million loan (that is providing the matching funds for the two DOLA grants) over the 25-year life of the TIF areas. Any excess revenue, if any, may be used to support possible cost increases for the Dillon Way extension/bridge, other public improvements in the Plan area, the affordable housing developments on the RTD property, and/or the construction of a neighborhood park west of the RTD tracks and station plaforms.

Per negotiations with the taxing jurisdictions, simultaneously with the Plan adoption, the city and AURA will execute Cooperation Agreements which call for the return of portions of property tax revenues to the partnering entities: share-backs of 30% for APS and 35% for Arapahoe County.

## FISCAL IMPACT

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

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

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

If Council approves the 13th Avenue Station Urban Renewal Plan, and AURA and Council approve the associated Cooperation Agreements, AURA will to collect incremental property tax, use tax, sales tax, and lodger's tax revenues (if any) from future development occurring during the 25-year life of the TIF areas. Current projections suggest that the TIF revenue will be sufficient to repay the existing $5 million loan from AURA to the city (that is currently providing the matching funds for the two DOLA grants).

With the ordinance attached to this agenda item, Council is approving of the attached 13th Avenue Station Urban Renewal Plan and creating the urban renewal area and two associated TIF areas.

**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.)*

Incremental revenues would be used to repay the existing $5 million loan from AURA to the city.

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

N/A

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

N/A

## QUESTIONS FOR COUNCIL

Does Council support the attached ordinance adopting of the 13th Avenue Station Urban Renewal Plan and creating the urban renewal area and two associated TIF areas?

## LEGAL COMMENTS

The governing body shall hold a public hearing on an urban renewal plan or substantial modification of an approved urban renewal plan no less than thirty days after public notice thereof by publication in a newspaper having a general circulation in the municipality. The notice shall describe the time, date, place, and purpose of the hearing, shall generally identify the urban renewal area covered by the plan, and shall outline the general scope of the urban renewal project under consideration. (C.R.S. Section 31-25-107(3)(a)). (Allen)

# 13th Avenue Station Urban Renewal Plan

*Aurora, Colorado*
***March 9, 2026***

*Prepared for:*

Aurora Urban Renewal Authority
Aurora, Colorado City Council

# 13th Avenue Station Urban Renewal Plan

*Aurora, Colorado*

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Exhibit A: Urban Renewal Area Legal Description

Exhibit B: Tax Increment Financing (TIF) Area #1 Legal Description

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### *Attachments*

Attachment 1: Property Conditions Assessment (Blight Study) – East Colfax 13th Ave Station, September 2024

## 13th Avenue Station Urban Renewal Plan

*Aurora, Colorado*

## Section 1.0 Introduction and Vision

The 13th Avenue Station Urban Renewal Area ("Area" or "Plan Area") includes properties from two separate submarkets, each anchored by an Aurora light rail station: Colfax Station on the north and 13th Avenue Station on the south. The Colfax Station submarket is comprised of stable land uses, and this 13th Avenue Station Urban Renewal Plan ("Plan") does not contemplate any immediate changes for the area. Rather, this Plan primarily concerns the 13th Avenue Station submarket and the vision to support residential transit-oriented development (TOD) at and around the station.

13th Avenue Station is located at 13th Avenue and I-225, about two blocks west of Sable Boulevard. The station is located on the Regional Transportation District (RTD) R Line, which began light rail service in February 2017. Currently Sable and 13th Avenue provide the only vehicular access to the station and surrounding undeveloped RTD property. Because of the limited access, there is no transit-oriented development associated with the station.

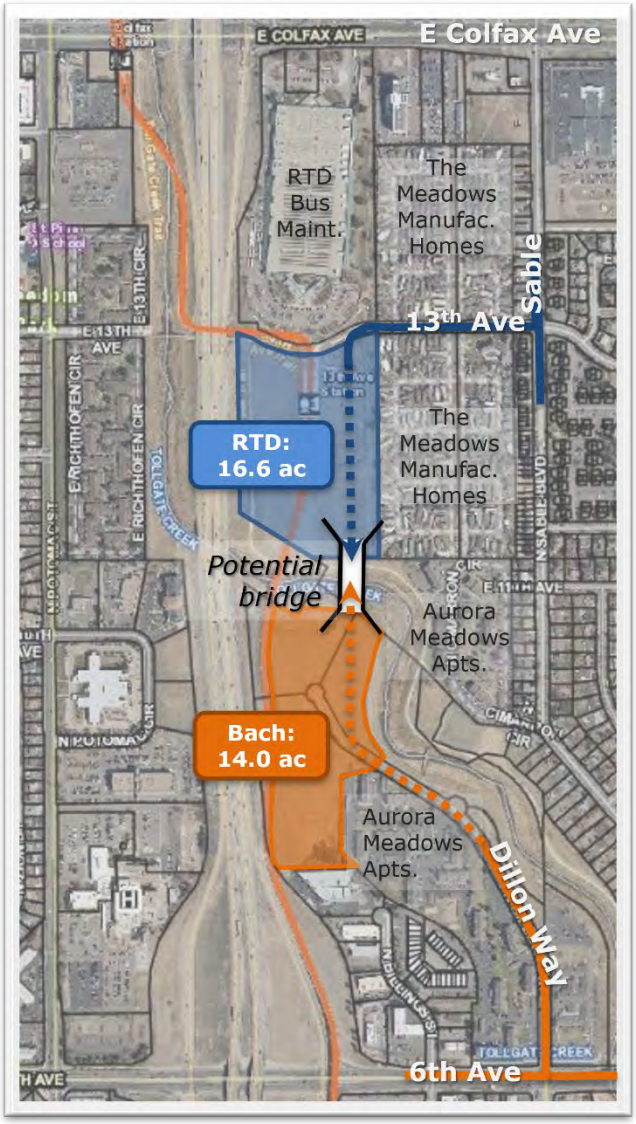



**Figure 1: 13th Ave Station Development Sites**

Proposed infrastructure improvements, mainly the extension of Dillion Way and a multimodal bridge crossing of Tollgate creek, would enable the redevelopment of two attractive sites adjacent/near to the station: 1) the approximately 16-acre RTD property which currently includes an underutilized surface parking lot east of the station platform, as well as vacant land south of the parking lot and on the west side of

the light rail tracks; and 2) the approximately 13 acres of vacant private property south of Tollgate Creek, that is currently owned by Bach Homes. These residential redevelopment sites both benefit from proximity to the 13th Avenue station as well as good visibility from I-225; however, neither site can be easily developed due to the need to provide a secondary access road to meet Aurora's Fire, Life and Safety requirements.

The high-level vision for residential development at the 13th Avenue Station hinges on solving the access and infrastructure challenges in the area. By taking the lead in planning and securing financing for necessary infrastructure, mainly the extension of Dillion Way and a multimodal bridge crossing of Tollgate Creek, the City of Aurora, Colorado ("City") and Aurora Urban Renewal Authority ("Authority") will enable the construction of a significant concentration of workforce housing and affordable/mixed-income housing. Depending on final site plan designs, development at 13th Avenue station could provide upwards of 1,000 new infill housing units in a compact, sustainable format.

## Section 2.0 Goals and Purposes

This Plan proposes the following goals and purposes for the Urban Renewal Area:

- Remediate the existing blighting conditions (see Attachment 1).
- Solve significant access and infrastructure problems that inhibit the full redevelopment and maximum utilization of two large properties that are capable of supporting large-scale infill development.
- Provide new workforce and mixed-income and/or affordable housing development in a key strategic location, with excellent proximity to the 13th Avenue light rail station, regional trails, and employment centers.
- Increase Aurora's transit-accessible housing supply and support the revenue and ridership goals of the Regional Transportation District (RTD) by enabling transit-oriented development.
- Maximize the benefits of existing and future public infrastructure investments by offering new residents access to an ever-expanding multimodal mobility network

that includes the Tollgate Creek regional trail, as well as bicycle and pedestrian improvements to the 13th Avenue corridor.

- To ensure that development will be sensitive to, protect, and serve surrounding areas by maintaining stability, avoiding gentrification or displacement, and providing improved access to the 13th Avenue light rail station and new multimodal transportation connections.

- Remove a potentially hazardous condition by providing a secondary access road to the adjacent manufactured home community, The Meadows.

- Implement the adopted Aurora Places Comprehensive Plan and the updated Colfax and 13th Avenue Station Area Plan by promoting infill development in an existing urban area, thereby accommodating growth in a cost-effective manner: maximizing the utility of existing public facilities and infrastructure.

- Activate the Tollgate creek and trail corridor, providing safety improvements for the wider community.

## Section 3.0 Urban Renewal Boundaries

The urban renewal boundaries match the boundaries used in the Blight Study by Matrix Design (see Attachment 1: Property Conditions Assessment (Blight Study) – East Colfax 13th Ave Station, September 2024). The area assessed (the "Study Area") is composed of more than 112 acres north and south of East Colfax Avenue between East 17th Avenue on the north and the Aurora Meadows apartment complex on the south. The Study Area included parcels of land east and west of the RTD Light Rail Corridor and along Tollgate Creek. The boundary area for the Blight Study is illustrated in Figure 2.




**Figure 2: Blight Study and Urban Renewal Area Boundary**

The properties near Colfax Station are currently occupied by stable land uses, including the RTD East Metro Bus Maintenance Facility, a truck rental business, and a self-storage facility. This Plan does not contemplate any immediate changes for the Colfax Station submarket. Rather, this Plan is primarily concerned with the current residential development opportunities at and around the 13th Avenue Station. If potential redevelopment opportunities arise in the Colfax submarket, it is anticipated that this Plan will be substantially amended to support future urban renewal undertakings and to describe the nature of a partnership with the Authority.

## Section 4.0 Context and History

### 4.1 Existing Demographics and Neighbors

The 13th Avenue Multimodal Corridor Study (2023) looked at demographics along the corridor (which typifies the conditions in the station area) and found that:

*The median household income in 2020 was $39,920, which is $24,093 lower than the Aurora average. Low-income households (the percentage of households with income below the poverty line) comprise 22% of all households in the study area compared to 10% city-wide. Households with no vehicle comprise 21% of rented homes in the study area and five percent of owner-occupied homes, compared to 12% and two percent of homes within the city overall, respectively. One or no vehicle households are more likely to be dependent on non-vehicle transportation modes.*

Immediately east of the 13th Avenue Station is The Meadows Manufactured Home Community. This Plan proposes no changes to this stable, long-standing community. Mobile home parks serve a critical role in providing attainable housing in Aurora. The Meadows Manufactured Home Community is an all-age community and has over 300 housing units on 33 acres.

### 4.2 RTD R Line

RTD began construction on the R line 2012, with light rail service beginning in February 2017. The 10.5-mile line connects Nine Mile Station (a previously existing station on a spur of the Southeast Light Rail Line) with Peoria Station on the East Rail Line (with service to

Downtown Denver and Denver International Airport). The transit corridor traverses the city and provides connectivity to major activity centers such as the Aurora City Center and Anschutz Medical Campus/Fitzsimons Innovation Community.




**Figure 3: RTD R Line Route Map**

## 4.3 Urban Land Institute Study of Redevelopment Potential and Major Employers

In 2016, given the anticipated light rail line and the access challenges of the station site, the City asked a Technical Advisory Panel (TAP) from the Urban Land Institute (ULI Colorado) to study the development potential for the RTD parcel, and to evaluate it for affordable housing, housing and services for disadvantaged veterans, and potential other uses.

The 2016 ULI TAP study for 13th Ave Station concluded that, although the site is challenging, it offers an attractive opportunity for affordable and mixed-income housing. Located between two major employment centers: Buckley Space Force Base and the Anschutz Medical Campus/Fitzsimons Innovation Community, it is well-positioned to provide much-needed workforce housing. The potential market also includes employees currently working at or near the I-70 logistics hubs or Denver International Airport.




**Figure 4: Aurora Employment Centers Near 13th Avenue Station**

## 4.4 RTD Parking Utilization

As illustrated in the following route map, the 13th Avenue station was planned as a Park-n-Ride location, partly because the nearby Colfax Station has no associated parking.

However, demand for parking has not materialized and most of the station's 242 parking spaces are unutilized. In fact, in 2019, the station was found to have the 2nd lowest ridership of all stations: 297 average daily boarding/alighting's. This Plan proposes that the unused parking be redeveloped as mixed-income or affordable housing.

## 4.5 RTD Affordable Housing Policy

The proposed redevelopment of the underutilized station area into affordable and/or mixed-income housing is a bold step toward implementing RTD's Equitable Transit-Oriented Development Policy. In 2021 RTD approved policy guidance to permit and encourage the development of affordable housing on RTD real property. The policy supports "the creation of housing affordable for low-income households in order to increase transit ridership through transit-supportive land use, generate revenue through joint development, and enhance community relationships" (Resolution 2021-002). The policy is composed of the following five key elements:

- Affordability Goal: Systemwide over the next 10 years, RTD aspires to a goal of 35 percent of all residential joint development projects developed on RTD property being affordable to low-income households.

- Parking Replacement: For new development located on an existing Park-n-Ride, RTD will determine the quantity of replacement parking based on projected future parking utilization, among other agency considerations.

- Shared Parking: RTD has more recently stated that they are open to opportunities for shared parking between transit customers and non-transit customers.

- Expedited Administration: RTD Staff may waive internal processing and development review fees, minimize review times, and entitle agency property to attract developers and reduce development uncertainty, costs, and schedules.

- Negotiated Land Price: RTD will operate within the bounds of its existing statutory requirements to allow reductions in purchase price or rent in exchange for affordable housing development or other benefits to the agency.

### 4.6 RTD Parking Study

Further supporting a more flexible approach to joint development, RTD commissioned an in-depth study of parking supply and demand in 86 station-area developments. The report, "Residential Parking in Station Areas: A Study of Metro Denver" (December 2020, revised January 2021), included data and justification for residential parking reductions near stations. The study primarily found that: "At market-rate properties, 40% of parking spaces go unused at peak, while income restricted properties provide 50% more parking than used." Additionally, the study found that: "Co-locating income-restricted housing and high-frequency transit service benefits both low-income households and transit agencies." The study concludes that right-sizing parking supply at station-area developments reduces the overall development cost, ultimately lowering housing and transportation costs for residents while simultaneously increasing RTD ridership.

## Section 5.0 Existing Conditions: The Case for Revitalization

### 5.1 Property Conditions Assessment (Blight Study)

Under Urban Renewal Law of the State of Colorado, (Part 1 of Article 25 of Title 31, Colorado Revised Statutes, as amended; the "Act"), 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. The Act further provides that, if private property is to be acquired by the Authority by eminent domain, at least five blight factors must be present.

A site 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; 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.

After conducting a public hearing in March 2025, Council approved Ordinance 2025-21 declaring the Study Area a blighted area and appropriate for an urban renewal project. At that time, Council expressed support for a plan to provide affordable housing as part of a redevelopment efforts at 13th Avenue Station.

## 5.2 Property South of Tollgate Creek

Bach Homes is a Utah-based residential developer with projects in five western states. The integrated company builds, owns and manages apartment projects, adding 350 to 700 units per year to its portfolio. The property adjacent to Tollgate Creek is the company's first project in Colorado.

Bach Homes purchased approximately 13 acres of vacant land immediately south of Tollgate Creek in 2019. The property is accessed from E. 6th Avenue via Dillion Way, which currently terminates within the Aurora Meadows apartment complex. Dedicated city right-of-way extends approximately 1,500 feet to a terminus in the center of the landholding. However, given the city code pertaining to traffic and life-safety requirements, this single point of access is insufficient to support the density of development envisioned in city plans.

With the Dillion Way extension and bridge over Tollgate Creek, Bach Homes, as current owner, is anticipating the development of 526 workforce housing units (457 rental apartments and 59 rental townhomes) developed in two phases, with a site plan that incorporates surface, podium and covered parking, as well as garages for the townhome units. In June 2023 Council unanimously approved the rezoning of the property south of Tollgate Creek. The Zoning Map Amendment changed the property designations from Business/Tech District (I-1) to Mixed Use Transit-Oriented Development (MU-TOD Edge). Similarly, the Comprehensive Plan Amendment changed the placetype designation from

Industry Hub to Urban District. These changes support a vision for a dense urban fabric and new multi-family housing.

## 5.3 13th Avenue Station Design Charrette

Since 2019 Planning and Business Development and Housing and Community Services staff have engaged RTD in strategic conversations around the property and intend to partner with RTD on a future Request for Proposal for development. Toward that end, in late 2022 the city retained an architecture and engineering consultant team, Santulan Architecture and Strategic Land Solutions, to facilitate a site visit and interactive charrette for city and RTD staff. The consultants, with pro bono financial feedback from a local affordable housing developer, led charrette participants through a review of site constraints and opportunities and produced two preliminary concept plans for housing at the 13th Avenue Station (see Section 7.5).

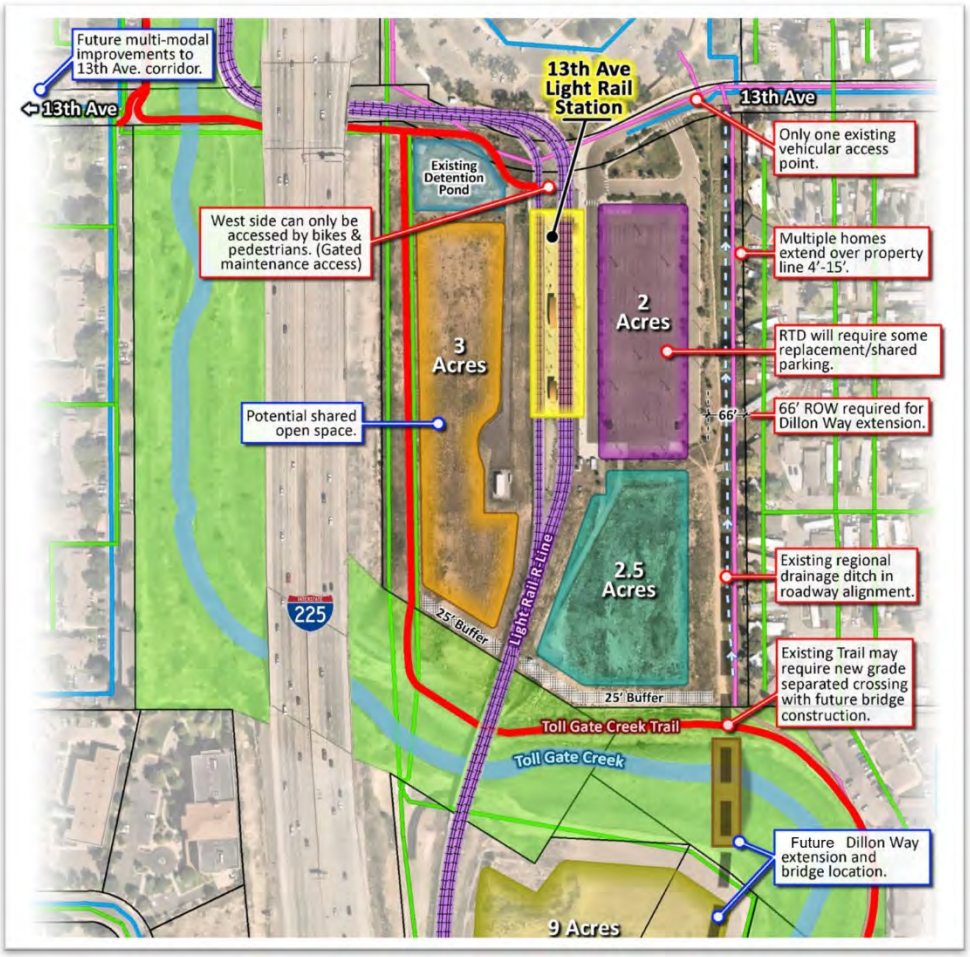



**Figure 5: Opportunities and Constraints**

## Section 6.0 Public Infrastructure

### 6.1 Streets and Roadways

Many of the development constraints at 13th Ave Station are related to gaps in the city's roadway network. Since 2009, the city has planned for additional access to facilitate transit-oriented development at 13th Avenue Station. At the time, an extension of 13th Avenue under I-225 (and over Tollgate Creek) was recommended as a city capital project. However, fatal flaws found in the engineering of the light rail line, determined that the highway underpass right-of-way was insufficient to accommodate both a road and the light rail tracks. Nevertheless, the Colfax and 13th Avenue Station Area Plan (September 2009, updated 2025) also envisioned secondary access to the station by way of an extension of Dillon Way north from 6th Avenue, through the undeveloped property south of Tollgate Creek, and across Tollgate Creek to the station and 13th Avenue.

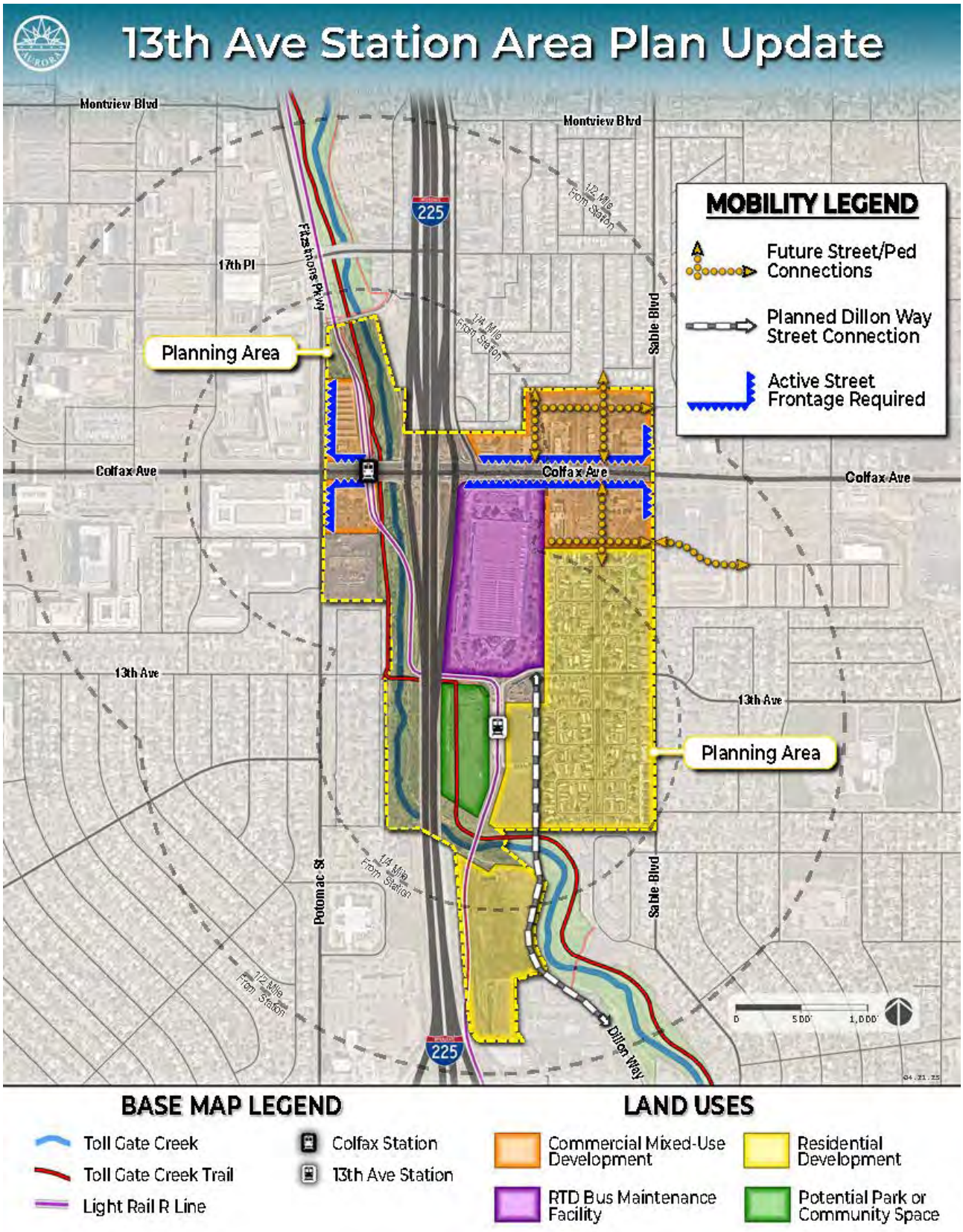



**Figure 6: Mobility Framework, Colfax and 13th Avenue Station Area Plan (2025)**

The Dillon Way extension and bridge crossing Tollgate Creek are key to unlocking the residential development potential for vacant property at and around the 13th Ave Station. The city code pertaining to fire, life and safety standards requires secondary access to serve dense development.

A USACE floodplain analysis will be required and highlights an existing drainage ditch running along the eastern edge of the RTD property. The existing drainage ditch may require undergrounding as Dillon Way is extended north through the RTD property, to connect to 13th Avenue and east to Sable Boulevard. The preliminary bridge concept also notes multiple mobile homes and accessory structures that extend over the RTD property line, with encroachments varying between four and 15 feet. The ultimate Dillion Way alignment may need to shift to the west, thereby avoiding the encroachments.

The construction cost of the bridge and road connections shown in the preliminary concept is estimated to be $8 million. Since the proposed location of the bridge crosses private property containing the Tollgate Creek and floodplain, the city has initiated discussions with the owner of the Aurora Meadows Apartments to acquire property for the bridge right-of-way.

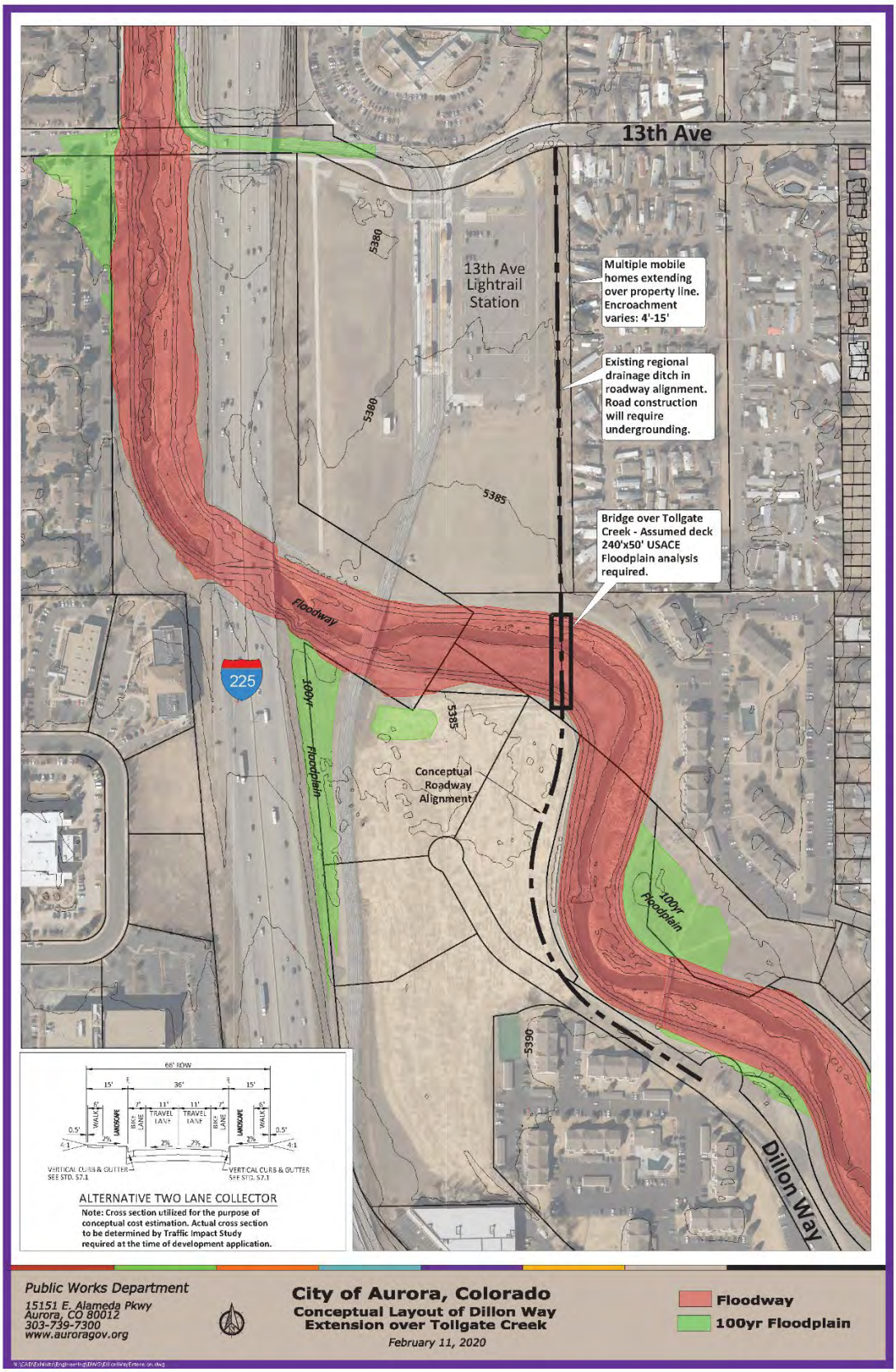



**Figure 7: Tollgate Creek Bridge Concept**

## 6.2 Bicycle and Pedestrian Infrastructure

The residential development sites at and near 13th Avenue Station enjoy excellent multimodal access. The Tollgate Creek Trail, a regional bicycle and pedestrian corridor, runs through the area and connects directly to the station. The ten-foot-wide concrete, multi-use bi-directional trail opened in 2021 and was part of a $7.1 million multi-year project to fill a 3.1-mile gap in the city's trail network. Funding for the trail came from Federal Congestion Mitigation and Air Quality (CMAQ) grants and local matching funds. The Denver Regional Council of Governments (DRCOG) Transportation Improvement Program (TIP) awarded the project competitive grants in fiscal years 2016 and 2017.

This trail link extended the Tollgate Creek Trail from the east side of the Anschutz Medical Campus (at Montview Boulevard and Fitzsimons Parkway), south to the West Tollgate Creek/High Line Canal trailhead, near Aurora Municipal Center (at Chambers Road and Alameda Parkway). Trail users can now connect to other portions of the greater metropolitan trail network, including the Sand Creek Greenway, the High Line Canal Trail, and the Cherry Creek Trail/Colorado Front Range Trail, among others.

With the completion of the 13th Avenue Multimodal Mobility Study (see Section 8.3), the city has received funding to bring the entire corridor up to 60% design, and a 1-mile equivalent up to 100% design. In future TIP rounds the city will seek grant funding to construct sidewalk and bicycle improvements along 13th Avenue, ultimately extending from Yosemite (the city limit) on the west, to the High Line Canal (near Chambers Road) on the east.




**Figure 8: Tollgate Creek Trail Extension**

## 6.3 Public Transportation

The 13th Avenue Station is a gateway to a myriad of destinations served by RTD's regional rail infrastructure. Local destinations within three stops include: shopping areas such Aurora City Place and Aurora Town Center; civic destinations such as City Hall, the Municipal Court, the Central Library, and Arapahoe County Social Servies; and healthcare institutions such as four major hospitals and numerous clinics and medical offices. Future residents will be one or two stops away from the Fitzsimons Campus and the employment opportunities at its three hospitals, academic and research institutions, and diverse public and private entities. The Peoria Station, three stops away, provides connections to downtown Denver and Denver International Airport, as well as the I-70 logistics hubs.

The station is not currently served by any local bus routes; however, there is a 15L bus stop two blocks east, at Sable Boulevard and 13th Avenue. Additionally, Colfax Bus Rapid Transit (BRT) and its proposed extension to Picadilly Road will be less than 1/2 mile north of the RTD-owned development site. The Dillon Way extension and bridge connection will provide an opportunity for RTD to consider new bus routes or service modifications in the area.

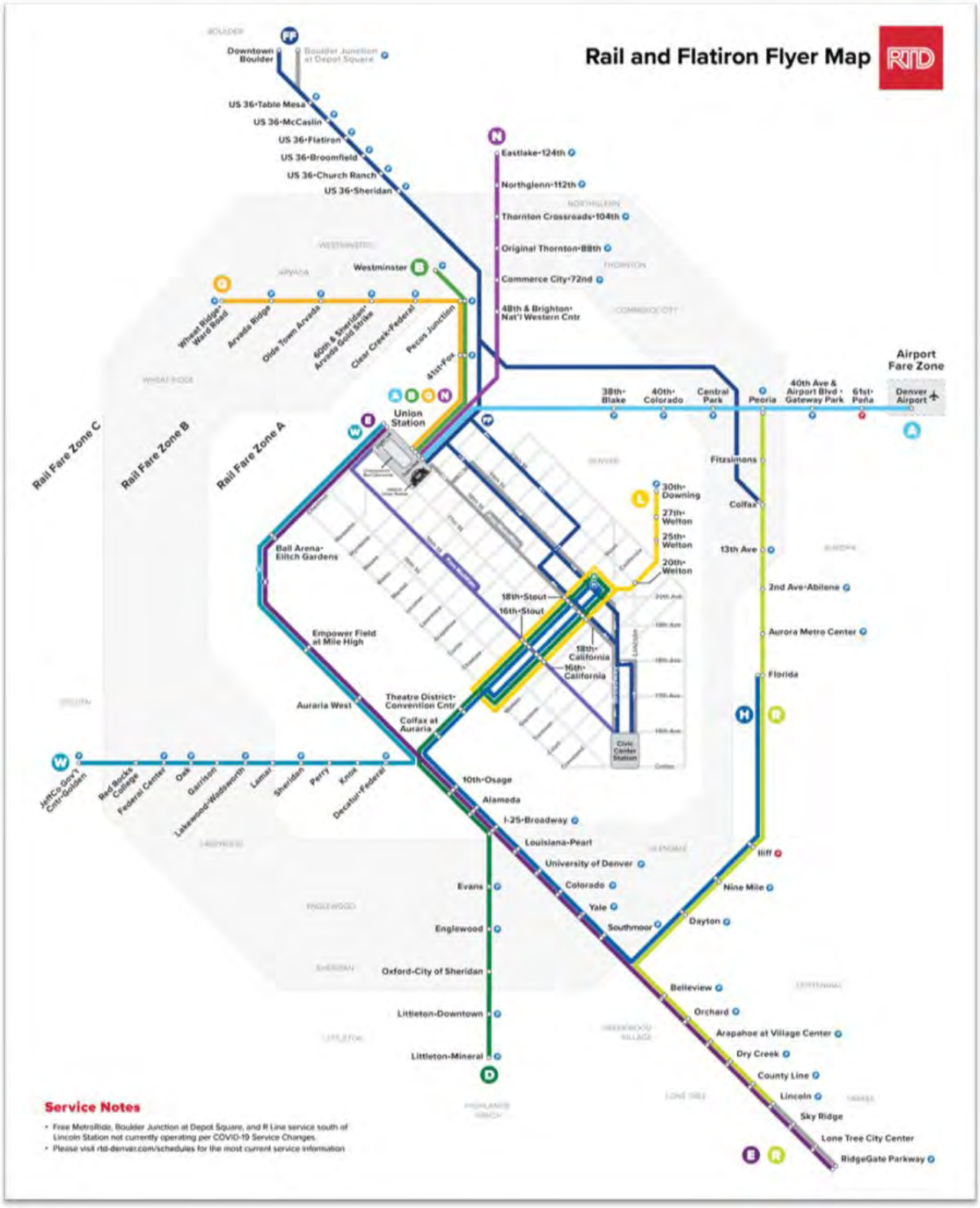



**Figure 9: RTD Rail Map**

## 6.4 Water and Sanitary Sewer

Like the single vehicular access challenge, both residential development sites face difficulties in achieving the required looped water supply. A new water line crossing under the creek will satisfy water looping requirements for both the RTD property and the property south of Tollgate Creek. Development of the property south of Tollgate Creek will require an extension of the existing 8-inch potable water main in Dillon Way. Development of the RTD site will require a new 8-inch water main in 13th Avenue, replacing the existing, undersized 6-inch water line.

Obtaining sanitary sewer service for the RTD property may be challenging. Connecting to a 42" sanitary sewer interceptor on the west side of the RTD property (west of the tracks) would require manholes. Alternatively, there is a 15-inch main located within the neighboring mobile home park. Both mains are considered critical infrastructure and therefore require special review and contractor selection.

## 6.5 Stormwater

The entire RTD property and most of the property south of Tollgate creek is outside the 100-year floodplain (1% Annual Flood Chance Hazard), meaning both sites are suitable for development. As previously mentioned, there is an existing regional drainage ditch along the eastern edge of the RTD property that may require undergrounding in coordination with the Dillon Way extension (depending on the final right-of-way alignment).

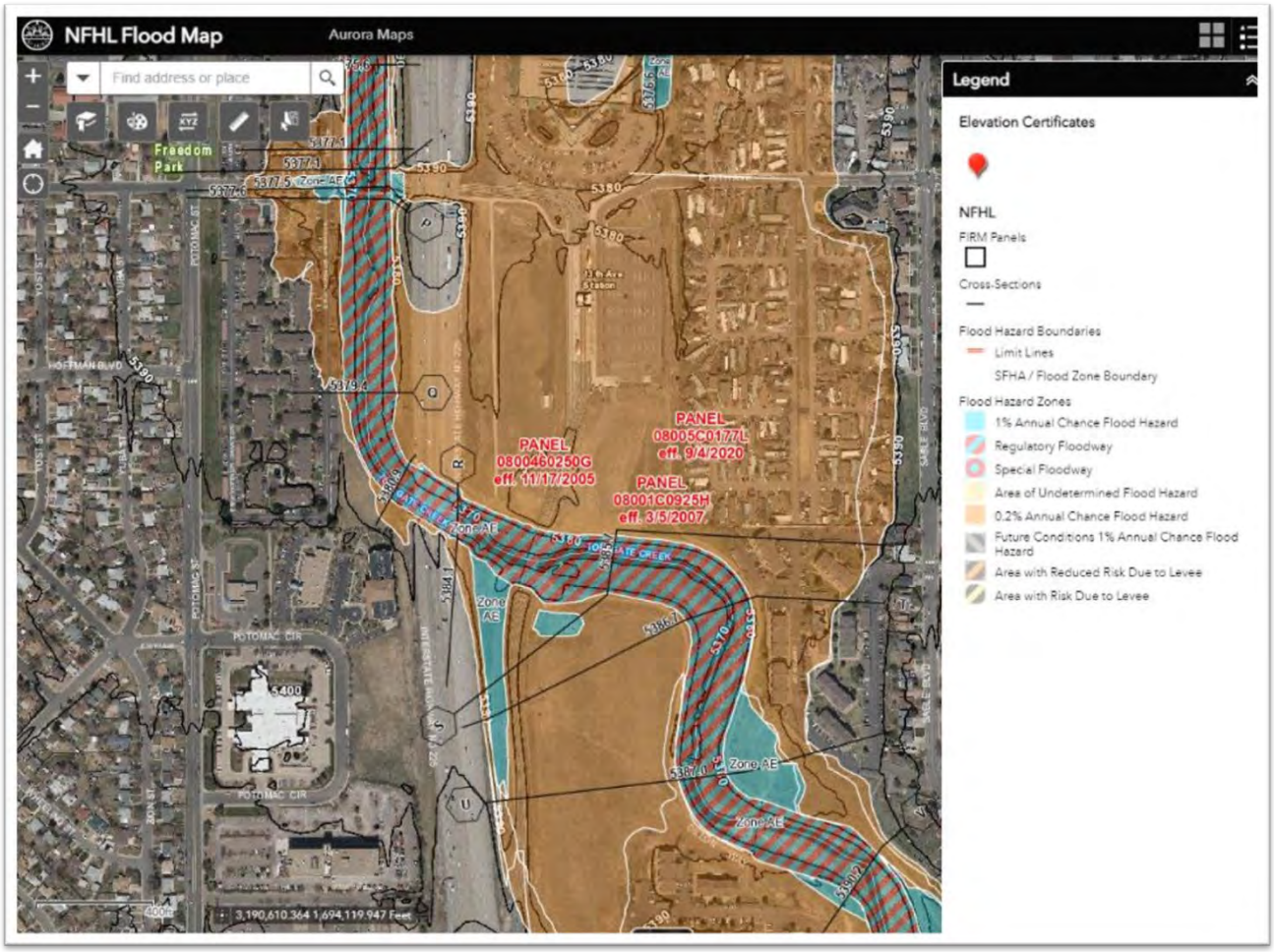



**Figure 10: 13th Ave Station Area Floodplain Map**

## 6.6 Parks, Recreation and Open Space

No open space land dedication is required for these residential Transit-Oriented Development sites. Each site can use a "Small Urban Park" (greater than 10,000 square feet) to help satisfy park dedication requirements. Given the fact that the western portion of the RTD property (west of the tracks) can only be accessed by bikes and pedestrians and cannot be commercially developed, the area presents a prime opportunity for the development of a potential neighborhood park. Residents of the area have expressed frustration with the lack of existing park space. Grant and other funding opportunities for the development of a park should be explored. A park on the west side of the station tracks was also a recommended outcome from the 13th Ave Station Design Charrette.

## 6.7 Aurora Public Schools

The 13th Avenue Station area is served by Aurora Public Schools (APS, Adams Arapahoe 28J). Students living in the station area will be within walking distance of Elkhart Elementary School, East Middle School, and Hinkley High School. There are no concerns related to APS's school capacity and ability to serve new students living in the proposed residential developments. In fact, compact infill development helps to boost enrollment in portions of the city where the school-age population is generally declining.

# Section 7.0 Development Plan

## 7.1 Development Principles

The following development principles are derived from the Station Area Plan and the Comprehensive Plan (further described in Sections 8.1 and 8.2).

- Transit Oriented Community (TOC) works as an "urban district." The one-half mile area around the transit station is considered to be the area of influence. These areas can become new neighborhoods where development draws value from the transit stations, parks and plazas are gathering places, and the mix of uses allows pedestrians to easily reach their destinations.

- TOCs must be walkable. TOCs are to create an urban scale where the pedestrian is important. Attractive and safe pedestrian connections are a priority in TOCs.

- Central spaces give identity to TOCs. Public spaces are very important in TOCs, and parks, plazas and main streets that are beautiful and useful can become important identifying elements.

- TOCs connect to the surrounding neighborhoods. The pedestrian network of the TOC should allow easy pedestrian connections to surrounding neighborhoods. The relatively small size of the blocks should allow for an attractive and convenient pedestrian experience.

- Density is important. TOCs should have density sufficient to create an active center for an existing or new neighborhood. Higher densities take advantage of the public investment in transit. Density also creates the potential for a diversity of housing types and a range of land uses. Density should transition from the highest densities in the core of the TOC around the transit station to lower densities next to existing residential neighborhoods.

- Design matters. The quality of building architecture and the design of streets, parks and plazas are important elements that create the identity of a station area.

- Promote sustainability. Compact development promotes efficiency in infrastructure and may require innovative approaches to detention and water quality.

- Housing for All. High-quality housing options enable people across all socioeconomic levels, cultural practices and stages of life to establish and manage households.

- Stewardship of Natural Resources. Careful stewardship of water, energy and natural resources not only represents a commitment to protecting the natural environment but is also essential to the city's ability to meet the growing needs of its residents and businesses as the city develops. Stewardship of natural assets such as Tollgate Creek is increasingly important to maintain Aurora's quality of life and provide both functional and environmental benefits.

## 7.2 Proposed Land Uses

As envisioned in the Station Area Plan, this area is to be primarily characterized by high- to medium-density residential neighborhoods. Supporting the neighborhoods are public space amenities which are important to provide the new residents with active and passive recreational opportunities.

## 7.3 Zoning and Neighboring Land Uses

In preparation for redevelopment, Both the RTD site and the development site south of Tollgate Creek have been rezoned to Mixed-Use Transit Oriented Development (MU-TOD). The TOD zoning district references the Station Area Plan to provide guidance concerning

boundaries, building form and intensity. The RTD property has an MU-TOD Core designation, which is intended for the densest station area development. The property south of Tollgate Creek is designated MU-TOD Edge, which permits slightly less dense development.

A variety of existing developments surround the station area. The RTD East Metro Bus Maintenance Facility lies immediately north of the 13th Avenue Station. The property is zoned Mixed-Use Commercial (MU-C) and MU-TOD. RTD has indicated this is a long-term land use and that no changes are anticipated in the foreseeable future. Similarly, the stable, 300-unit Meadows Manufactured Home Community lies east of the station. This long-standing community is zoned Manufactured Home Park Residential (R-MH) and is anticipated to remain. The city's Housing Strategy seeks to support mobile home parks and affirms that they serve a critical role in providing attainable housing in Aurora. The property south of Tollgate Creek (zoned Parks and Open Space, POS) is bordered on the east by the Aurora Meadows apartment community, which is zoned Medium-Density Residential and Medium-Density Multifamily (R-2 and R-3). This 461-unit apartment community offers garden-style workforce housing units in three-story buildings. Immediately south of the development site on the south bank of Tollgate Creek, is a

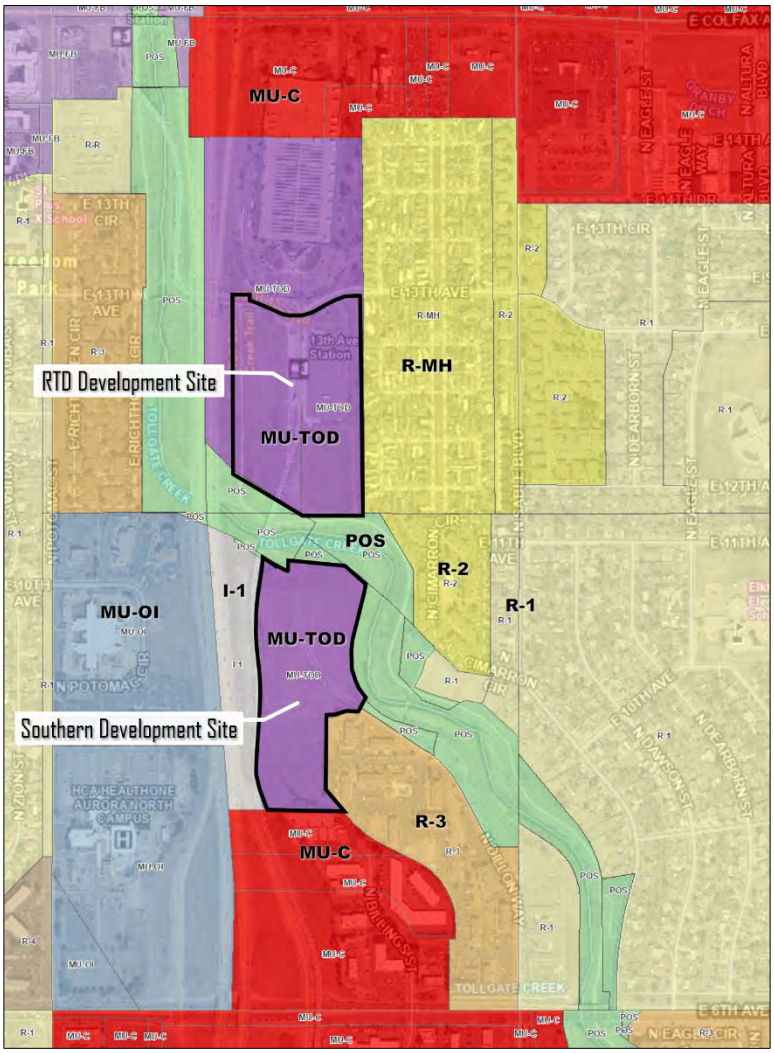



**Figure 11: Existing Zoning**

collection of small warehouses and commercial spaces served by Billings Street and zoned MU-C. The Interstate 225/light rail corridor and Tollgate Creek (zoned Business/Tech District, I-1 and POS) border the development sites on the west.

## 7.4 Property South of Tollgate Creek Development Concept

The need for infill development on the property south of Tollgate Creek is critical to meet the vision of the Station Area Plan and facilitate public improvements for this site, as well as the RTD 13th Avenue Station property. Development of the 13-acre site will entail the construction of the Dillon Way extension and bridge over Tollgate Creek, connecting to 13th Avenue at the station and unlocking the development potential of that site as well. As was demonstrated in the rezoning approval in 2023, higher-density residential development is desired at this location.

The current property owner is considering a phased approach to development, which will allow them to test the market and to fine-tune their approach to parking, calibrating future phases to the demonstrated demand. The current workforce housing concept includes approximately 526 total market-rate rental units in a variety of configurations: three 4-story buildings with podium parking (467 units) and step-down townhomes with individual garages (59 units). The proposed unit mix includes studio, one, two and three-bedroom units.

The development concept for the property south of Tollgate Creek will be further refined through the site planning and development review process. The property owner is overseeing engineering studies and plans for the design and construction of the Dillon Way extension and bridge project, which is anticipated to begin prior to the construction start for the multifamily apartments.

**Figure 12: Bach Homes Development Concept**

## 7.5 RTD Development Concepts

As previously described, Planning and Business Development and Housing and Community Services staff intend to partner with RTD on a Request for Proposal (RFP) for development at 13th Avenue Station. The late 2022 site visit and design charrette produced two preliminary concept plans for housing on approximately 4.5 acres of the 13th Avenue Station property. The charrette report illustrates a medium-density concept (Scheme 1) and a two-phase higher density concept (Schemes 2a and 2b). The following design test fit schemes are intended to spark development interest in the RTD site and support the RFP for affordable and mixed-income housing at the station.

Scheme 1 retains the northern half of the existing RTD parking lot, preserving 120 surface commuter parking spaces. The southern half of the parking lot (approximately 1 acre) and the vacant land to the south (an additional 2.5 acres) are redeveloped with three 4- or 5-story buildings with tuck-under and surface parking. The scheme also proposes improving the vacant land on the west side of the tracks, providing a shared-park space. Overall, the scheme represents approximately 190 to 240 residential units in a physical format that is achievable for affordable housing developers.




**Figure 13: RTD Charrette Scheme 1 (Medium Density)**

Scheme 2a represents the first phase of a higher-density development scenario. The concept features a cluster of three-story townhomes with tuck-under parking on the south edge of the site, overlooking Tollgate Creek. Ideally, these units would be for-sale affordable homes. Immediately north of the townhomes, the scheme steps up to a small 4-story building that could be conducive for permanent supportive affordable housing. Proceeding north, the concept proposes a large 4-story attainable apartment building, with a wrapped parking structure. Like Scheme 1, the concept plan retains the northern half of the RTD surface lot (120 spaces) and proposes locating an improved shared park space on the access-challenged western portion of the RTD property. Together, as proposed, the three housing types represent approximately 240 to 280 residential units.

Scheme 2b illustrates the full buildout of the higher-density development scenario. In addition to all the development shown in Scheme 2a, the Scheme 2b concept shows full redevelopment of the RTD parking into a 100- to 150-unit mixed-income multifamily structure wrapping a large parking garage (serving RTD and residential units). This design shows four levels of housing with three levels of parking (one level underground) and again proposes shared park space on the west side of the RTD property. With the additional multifamily structure, Scheme 2b represents 340 to 430 total residential units.




**Figure 14: RTD Charrette Scheme 2a (High Density, Phase 1)**




**Figure 15: RTD Charrette Scheme 2b (High Density, Phase 2)**

City and RTD staff are actively partnering to facilitate implementation of housing at 13th Avenue Station. Since the October 2022 design charrette, RTD staff have stated that they no longer have a need to retain the 120-space parking lot, and that it may be redeveloped in addition to their site further south. RTD has not definitively stated if they will have a need to retain any amount of parking for the station; however, they indicate that they are quite flexible, given the current status of low ridership and underutilization of the station.

## Section 8.0 Relationship to Other City Objectives and Plans

Pursuant to the provisions of Section 31-25-107(4.f)) of the Act, the 13th Avenue Station Urban Renewal Plan conforms to the general plan of the municipality as a whole and other plans as follows:

### 8.1 Relationship to the Aurora Places Comprehensive Plan

The Aurora Places Comprehensive Plan was adopted in 2018. The plan is the foundation for decision-making related to growth and development in the city. The plan emphasizes the creation and improvement of a variety of placetypes, including the Urban District placetype at the 13th Avenue Station. Urban Districts represent the city's most intensely developed areas, with multifamily residential as a defining use. Urban districts are characterized by a relatively dense urban fabric, pedestrian-friendly environment, and prioritization of multimodal transportation. Urban parks provide green space for residents and serve as locations for community activities.

Aurora Places also identifies the 13th Avenue Station area as an "urban center" within the Denver Regional Council of Governments (DRCOG) planning framework. Urban centers feature a multimodal travel network and are a model for healthy, livable communities. A DRCOG goal is to locate 25 percent of the metro area's new housing in urban centers such as 13th Avenue. Similarly, Aurora Places focuses growth into Strategic Development Areas, thereby capitalizing on valuable development opportunities and building upon existing transportation networks and infrastructure. As a station area TOD, 13th Avenue Station is particularly suitable for significant investment and in need of ongoing focus and intervention.

## 8.2 Relationship to the Colfax and 13th Avenue Station Area Plan

As previously mentioned, the Colfax and 13th Avenue Station Area Plan (first adopted in 2009, updated 2025), fully anticipated the need for and importance of infrastructure improvements to access the development sites near the station. The initial plan and graphics showed the Dillon Way extension across Tollgate Creek, providing additional vehicular access to the station.

The Station Area Plan also outlines key principles (referenced in Section 7.0) to foster successful transit-oriented development. The principles are reinforced by standards for the form and density of new development adjacent to the station. The Station Area Plan identifies locations for public spaces that can enhance the station area character and promotes a complete street grid, with relatively small blocks. Ultimately, the Station Area Plan promotes new dense, walkable neighborhoods with high-quality architecture, urban design, and public spaces.

## 8.3 Relationship to 13th Avenue Multimodal Mobility Study

The 13th Avenue corridor has long been identified as an important east-transportation connection in multiple local and regional plans and policy documents. However, when RTD constructed the R Line through the I-225 underpass at 13th Avenue, precluding the use of the underpass for a street connection, the city began to re-imagine the entire corridor.

A Case Study for the Complete Streets Consortium was completed in 2018. In 2019 the DRCOG awarded the city $295,000 through the 2020-2023 Transportation Improvement Program competitive grant process, which also required a $205,000 local match to support planning efforts for the corridor.

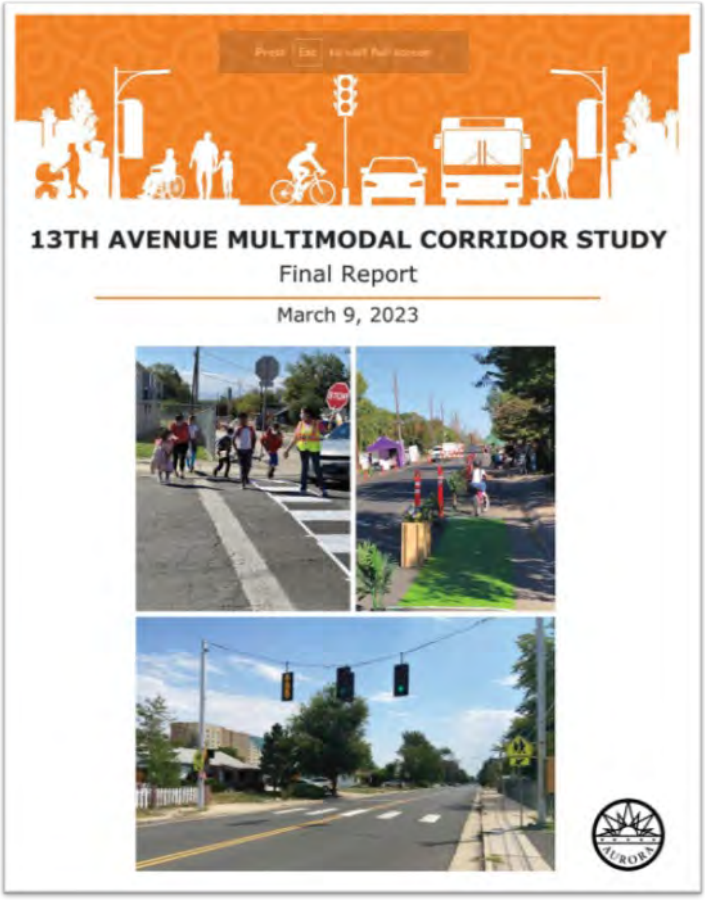



**Figure 16: 13th Avenue Multimodal Corridor Study**

In late 2020, the city hired a consultant team led by Alta Planning + Design, Inc. and began a study to look ahead at the future of transportation on the 13th Avenue corridor from Yosemite Street (the Aurora city limit) on the west, to the intersection of 12th Avenue and the High Line Canal Trail on the east (near Chambers Road). The study team undertook extensive public engagement, working to document how people were currently using the corridor and how those experiences could be improved. Stakeholders identified the following preferred vision statement to guide the study and proposed mobility improvements: "13th Avenue feels different! Cars still travel the corridor, but it feels like a place where options for bicycling, walking, and transit are on equal footing with car travel."

The study was completed in 2023 and identifies future infrastructure improvements (15% concept design) to make it easier, safer, and more comfortable for people to walk, bike, ride transit, and drive in the corridor. The city is now seeking grant funding opportunities to implement the plan recommendations.

## 8.4 Relationship to the Aurora Housing Strategy

The provision of up to nearly 1,000 new housing units (assuming development at maximum densities) in the 13th Avenue Station area is in alignment with two key policies in the adopted Aurora Housing Strategy:

- Policy A: Foster a balanced and sustainable housing portfolio in Aurora.
- Policy C: Expand the inventory of housing options throughout Aurora.

Moreover, the development of affordable and mixed income housing on the RTD property will implement key aspects of the city's adopted Housing Strategy:

- Strategy S.4: Identify and set aside publicly owned land for mixed-income housing.
- Strategy S.5: Pilot innovative housing projects for rental and homeownership.

The Housing and Community Services Division offers regular opportunities for gap assistance through its Community Investment Financing Program. The eventual developer(s) of the RTD property will have the opportunities to apply for project assistance from various sources: Community Development Block Grant (CDBG), HOME Investment Partnership Program (HOME), Private Activity Bonds (PAB), and the General Fund.

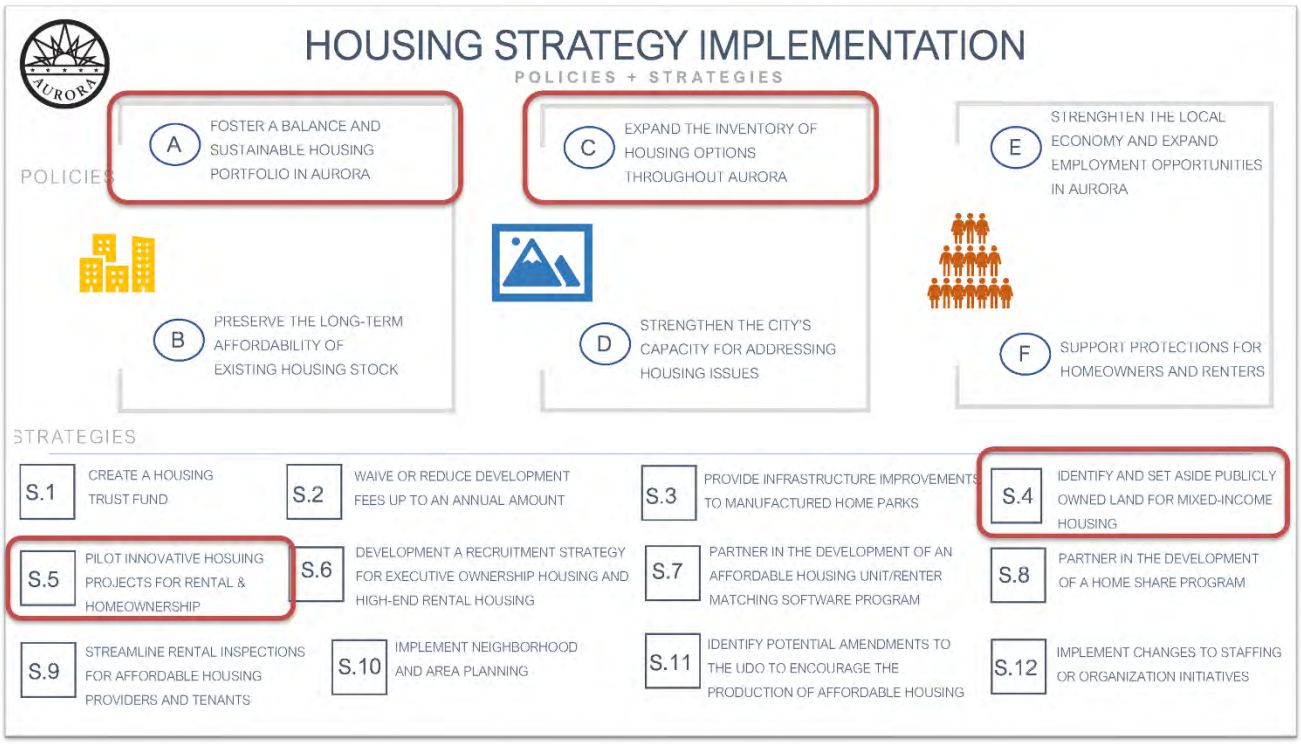



**Figure 17: Aurora's Housing Policies and Strategies**

## 8.5 Relationship to City Council Goals for Urban Renewal

In 2019 the Aurora City Council approved a list of thirteen desired goals for urban renewal activities and financing. The development projects planned for the 13th Avenue Station Urban Renewal Plan area meet at least **six** of the defined goals, including:

- Increased housing density at urban centers and TODs;
- New housing and/or business choices;
- Public gathering spaces;
- Multi-modal connections;
- Energy efficiency and environmental design; and
- Maintain affordable units while creating a diversity of new units.

## Section 9.0 Project Timing and Phasing

### 9.1 Timing for Development South of Tollgate Creek

The responsibility for constructing the Tollgate Creek crossing bridge is to be borne equally by the developer of land on the south side of Tollgate Creek and RTD, however, because the southern development is anticipated to occur first, Bach Homes must take the lead on designing and constructing the Tollgate Creek bridge crossing and extension of Dillon Way to provide two means of egress. Engineering and design for the Dillon Way extension and bridge began in 2025 and will continue into 2026. As the road and bridge design progresses, the property owner will be finalizing their multifamily development plans and submitting their site plan.

### 9.2 RTD Timing

The process to initiate the required Request for Proposal (RFP) for redevelopment of the RTD site is anticipated to begin within 2026, once the Tollgate Creek bridge design and construction is underway. Earlier efforts towards this goal include the 2022 design charrette, 2024 and 2025 public engagement meetings for the Station Area Plan update, and ongoing communication with RTD staff. The timeline for development will include writing and posting a Request for Proposal (RFP), selection of applicants and final approval by the RTD Board of Directors, planning and design of affordable and mixed-income housing projects, application and securing of Low-Income Housing Tax Credits and other project financing, and construction of projects. Due to the numerous steps, the housing projects will likely be completed on the RTD site within five to ten years and may be implemented in phases.

## Section 10.0 Financing

### 10.1 Public Investment Objective

The city has long held a vision for transit-oriented development, and in particular, housing, at the 13th Avenue Station. Despite this, the area surrounding and south of the station area has remained underutilized due to the extraordinary infrastructure costs of constructing

the required Tollgate Creek crossing and roads necessary to provide a secondary point of access for any new development. With the cooperation of partnering taxing entities, the Authority will expand the breadth and depth of the city's housing supply, support the construction of up to 1,000 new homes, serve residents with a wide range of incomes, and facilitate development at an attractive infill location with excellent transit and multimodal access.

Unfortunately, the Dillon Way bridge is not eligible to receive federal transportation funding support because the Dillon Way extension would function as a local road, not as a part of a regional arterial system. However, in 2024 Aurora was awarded two Colorado Department of Local Affairs (DOLA) competitive grants, totaling $4 million, for the purpose of financially assisting with infrastructure (essential road extensions and multimodal bridge over Tollgate Creek) that supports affordable housing.

Additional support for affordable housing is available through the city's Housing and Community Services Division and their Community Investment Financing program, which leverages federal funding and sources such as HUD HOME Investment Partnerships Program (HOME) funds, HUD Community Development Block Grant (CBDG) funds and Private Activity Bonds to financially assist an affordable/mixed-income project on the RTD property.

## 10.2 Use of Tax Increment Financing

It is the intent of the City Council in approving this Plan to authorize the use of tax increment financing (TIF) by the Authority as part of its efforts to undertake this Plan. TIF is a mechanism used to provide funding assistance to address costs that the market may not otherwise bear, such as assisting in filling the gap between the total cost of a redevelopment project and the level of private financing it can support. Under this financing mechanism, the level of property tax and municipal use tax, sales tax and/or lodger's tax in a TIF Area before redevelopment is used as the base, which continues to be paid to the taxing entities. The increment collected as a result of the physical development of the redevelopment project is paid into the special fund of the Authority and is used to support the redevelopment efforts.

Pursuant to the provisions of Section 31-25-107(9) of the Act and Section 130-4 of the City Code, the City Council, in approving this Urban Renewal Plan, contemplates the creation of two new Tax Increment Financing (TIF) Areas: one for future development on property south of Tollgate Creek (TIF Area #1) and a second for future development on the RTD property (TIF Area #2).

With early estimates for the bridge and roads at $8 million or more, the $4 million in awarded DOLA grants will cover no more than half of the costs, and potentially less than half, depending on final design and costs. Authority funds of approximately $5 million are needed up-front for the required grant matches, funding the contractor's ability to design and construct the bridge and roads. Tax increment generated from TIF Area #1 will be an important mechanism to close the financial gap for the public improvements in the Plan Area.

Any increment derived from TIF Area #2 would also be dedicated to the implementation of public infrastructure and facilitating affordable and mixed-income housing at the RTD site. However, the affordable/mixed income development on RTD property is anticipated to generate minimal TIF Revenue, particularly if the majority of the project(s) are held by a non-profit entity.




**Figure 18: 13th Avenue Station Proposed URA and TIF Areas**

### 10.3 Cooperation with Public and Private Entities

The aggregate impact of potential investment within the Area is reflected in the Impact Reports, which have been provided to the taxing entities under separate cover consistent with C.R.S. § 31-25-107. This Plan, negotiated with partnering taxing jurisdictions, is intended to be adopted in conjunction with corresponding Cooperation Agreement(s) which set forth the agreed-upon tax increment sharing provisions and percentages as set forth in Section 11.8 of this Plan.

## Section 11.0 Authorized Urban Renewal Undertakings and Activities

### 11.1 Preface

This Urban Renewal Plan has been prepared at the request of the Authority and the City. It will be carried out by the Authority, pursuant to the provisions of the Urban Renewal Law of the State of Colorado, Part 1 of Article 25 of Title 31, Colorado Revised Statutes, 1973, as amended (the "Act"). The administration and implementation of this Plan, including the preparation and execution of any documents implementing it, shall be performed by the Authority. If any portion of this Plan is held to be invalid or unenforceable, such invalidity will not affect the remaining portions of the Plan.

As previously described, the 13th Avenue Station Renewal Area is located in west-central Aurora, Arapahoe County. The Area generally includes approximately 112 acres of land north and south of East Colfax Avenue between East 17th Avenue on the north and the Aurora Meadows apartment complex on the south, as delineated in Figure 2 and described in the legal description presented in Exhibit A. As per the Act, the legal description controls the boundary description in case of any conflict. The boundaries of the Area are drawn as narrowly as feasible to accomplish the planning and development objectives of this Plan.

As previously mentioned, (see Section 5.1), the Area is appropriate for one or more urban renewal activities and other undertakings authorized by the Act to be advanced by the Authority. One or more such undertakings could require the demolition and clearance of certain public and private improvements within the Area as provided in this Plan. Such

actions are necessary to eliminate unsafe conditions, obsolete and other uses detrimental to public welfare, and otherwise remove and prevent the spread of deterioration.

It is the intent of the City Council in adopting this Plan that the Authority exercise all powers authorized in the Act, which may be necessary, convenient, or appropriate to accomplish the objectives of this Plan, including, but not limited to, the power of eminent domain. It is the intent of this Plan that the Authority may exercise all such powers as may now be possessed or hereafter granted for the elimination of qualifying conditions in the Area.

In adopting this Plan, the City Council has made the legislative determination that the powers conferred by the Act are for public uses and purposes for which public money may be expended and police powers exercised; and, that this Plan is in the public interest and necessary.

## 11.2 Purpose of the Plan

The principal public purpose of this Plan is to facilitate redevelopment in order to reduce, eliminate and prevent the spread of blight within the Area. A secondary public purpose of this Plan is to stimulate economic growth and investment within the Area boundaries. To accomplish these purposes, this Plan promotes local objectives with respect to appropriate land uses, private investments and public improvements. The delineation of such objectives shall not be construed to require that any particular activity or undertaking necessarily promote all such objectives. The Plan sets parameters for the future development and redevelopment of the Area. Future redevelopment undertakings must fit within the parameters set forth within the Plan in order to be considered eligible to receive incentives through tax increment financing.

The Act allows for a wide range of activities to be used in the implementation of an urban renewal plan. In the case of this Plan, it is the Authority's intent to undertake urban renewal activities to stimulate private investment in cooperation with property owners, developers, stakeholders and other affected parties in order to accomplish its objectives. Public-private partnerships and other forms of cooperative development will support the

Authority's strategy for eliminating existing blight conditions and preventing the spread and/or recurrence of blight within the Area.

Existing conditions present within the Area will be remedied by the proposed Plan but will need to first be identified as a priority public investment item by the Authority in consultation with the city and area property owners. Improvements will be phased as the market allows and may be funded in part by tax increment revenues.

## 11.3 Public Improvements and Facilities

The Authority may undertake certain actions to make the Area more attractive for private investment. The Authority may, or may cause others to, install, construct, and reconstruct any public improvements. The Authority may, or may cause others to, demolish and clear buildings and existing improvements for the purpose of promoting the objectives of the Plan and the Act. Additionally, the Authority may, or may cause others to, install, construct and reconstruct any other authorized improvements, including, without limitation, other authorized undertakings or improvements for the purpose of promoting the objectives of this Plan and the Act.

Public undertakings are intended to stimulate (directly and indirectly) private sector investment to assist in the conversion of the Area into a viable residential district, supported by accessible transportation and inviting public spaces, which contributes to increased revenues from Property and City Taxes.

## 11.4 Other Improvements and Facilities

Other non-public improvements or facilities in the Area may be required in connection with urban renewal activities and undertakings to accommodate development of the Area. These may include items related to the provision of affordable and mixed-income housing, or the development of a neighborhood park on the west side of the RTD Station.

## 11.5 Development Standards

In conformance with the Act and the Plan, the Authority may adopt design standards and other requirements applicable to undertakings by the Authority. Unless otherwise approved by the City Council, any such standards and requirements adopted by the Authority shall be consistent with all other city zoning and development policies and regulations.

While the Act authorizes the Authority to undertake zoning and planning activities to regulate land use, maximum densities, and building requirements in the Area, the city will regulate land use and building requirements. At a minimum, all undertakings of the Authority within the Area shall comply with all applicable municipal requirements. As development occurs in the Area, it shall conform to the Comprehensive Plan and any subsequent updates; the Station Area Plan as adopted by Council; any rules, regulations, and policies specified by the city's Unified Development Ordinance; any site-specific planning documents that might impact properties in the Area including, but not limited to, city-approved site, drainage, and public improvement plans; and any applicable city design standards, all as in effect and as may be amended from time to time.

## 11.6 Variations in Plan

Over time, the Authority may propose, and the City Council may make such modifications to this Urban Renewal Plan as may be necessary provided they are consistent with the Comprehensive Plan and Station Area Plan, and any subsequent updates, as well as the Act. The Authority may in specific cases allow non-substantive variations from the provisions of this Plan if it determines that a literal enforcement of the provisions of this Plan would constitute an unreasonable limitation beyond the intent and purpose of this Plan. Moreover, a change in the identity of any particular property owner or developer within the Plan Area shall not constitute a substantial modification to the Plan within the meaning of the Act.

## 11.7 Urban Renewal Plan Review Process

The review process for the Plan is intended to provide a mechanism to allow those parties responsible for key undertakings to periodically evaluate its effectiveness and make adjustments to ensure efficiency in implementing the recommended activities.

The following steps are intended to serve as a guide for future Plan review:

(a) The Authority may propose modifications, and the City Council may make such modifications as may be necessary provided they are consistent with the Comprehensive Plan and Station Area Plan, and any subsequent updates, as well as the Act.

(b) Modifications may be developed from suggestions by the Authority, property and business owners, and city staff operating in support of the Authority and advancement of this Plan.

It is the intent of this Plan to remain consistent with the Comprehensive Plan and Station Area Plan, and any subsequent updates. Amendments or modifications to these plans shall not constitute an amendment to this Urban Renewal Plan.

## 11.8 Financing of Undertakings and Activities and Creation of Tax Increment Areas

The Authority may finance undertakings pursuant to this Plan by any method authorized under the Act or any other applicable law, including without limitation, utilization of the following: issuance of notes, bonds and other obligations in an amount sufficient to finance all or part of this Plan; borrowing of funds and creation of indebtedness; loans, advances, and reimbursement agreements; appropriations, loans, grants or advances from the City; federal, state or other loans or grants; interest income; agreements with public or private entities, including any arrangements made for the payment of moneys in lieu of taxes; sale of property or other assets; and pledging of lawfully available revenues to one or more special districts or other governmental or quasi-governmental entities to be used and pledged by such entities to pay their obligations incurred to finance public infrastructure and other lawful improvements under the Act.

For purposes of this Plan, "Debt" may include bonds, refunding bonds, notes, interim certificates or receipts, temporary bonds, certificates of indebtedness, advance and reimbursement agreements, Public Finance and Redevelopment Agreement(s), or any other obligation lawfully created by the Authority, any special district or other governmental or quasi-governmental entity.

In addition to the above referenced financing methods, an accepted method for financing urban renewal undertakings is to utilize incremental tax revenues, including property and/or municipal tax revenues (including sales, use and lodger's) attributable to the redevelopment in the plan area to pay the principal of, the interest on, and any premiums due in connections with the bonds or, loans or advances to, or indebtedness incurred by the Authority.

While Projects within the Area are expected to be primarily privately financed, it is the intent of the City Council in approving this Urban Renewal Plan to authorize the use of tax increment financing by the Authority as part of its efforts to assist in the redevelopment of the Area. Pursuant to the provisions of Section 31-25-107(9) of the Act and Section 130-4 of the City Code, the City Council, in approving this Plan, contemplates that two Tax Increment Areas shall be created within the Urban Renewal Area. Subject to the designation of the Tax Increment Areas, the Authority is specifically authorized to receive and use incremental revenues, except those previously dedicated, for the benefit of the Area, to the extent authorized by the provisions of Section 31-25-107(9) of the Act, Section 130-4 of the City Code, and specific terms of any subsequent agreement. The Tax Increment Areas approved by City Council shall continue in existence for a period of not to exceed twenty-five years commencing on the date of Plan adoption.

### 11.8.1 Eligible Activities for TIF Consideration

Redevelopment activities located within the Area will be required to conform to this Plan, the Comprehensive Plan, and the Station Area Plan, in order to be considered for tax increment financing, although the Authority may include certain properties within the TIF Area to reserve revenues for other area activities or improvements.

This Urban Renewal Plan authorizes the Authority to use or allocate all or a portion of incremental tax revenues to finance the costs of urban renewal activities and undertakings through the provisions of one or more Cooperation Agreement(s), Public Finance and Redevelopment Agreement (PFRA), Redevelopment Agreement (RA), or other lawful agreement. At the discretion of the Authority, this may include pledging all or part of said revenues to a special district or other government or quasi-governmental entity created for the purpose of financing public infrastructure and other lawful improvements for the benefit of a redevelopment, and to be pledged by such district or entity for payments on obligations it incurs to fund such infrastructure or improvements. Furthermore, the Authority may, at its discretion, pledge all or part of said revenues as security for debt or other obligations of the authority to fund public infrastructure and other improvements under the Act and the city code.

### 11.8.2 Tax Increment Financing Areas

Pursuant to the provisions of Section 31-25-107(9) of the Act and Section 130-4 of the City Code, the City Council, in approving this Plan, is creating two Tax Increment Financing (TIF) Areas covering portions of the Urban Renewal Area. Generally, TIF Area #1 contains property south of Tollgate Creek; TIF Area #2 contains the RTD property at 13th Ave Station. The TIF Area legal descriptions and maps are contained in Exhibit B and Exhibit C, respectively. The TIF Areas are planned to contain new residential development and all roads, public improvements, and landscape to support the city's vision as outlined in this Plan, the Station Area Plan, and the Comprehensive Plan. The establishment of the TIF Areas will provide needed funding to ensure high-quality transit-oriented development and public spaces, offsetting inordinate expenses associated with public improvements such as the Tollgate Creek crossing.

The TIF Areas shall then continue for a period not-to-exceed 25 years from the date of Plan adoption. Incremental tax revenue generated from activities in the TIF Areas will be utilized by the Authority for the purposes of implementing public infrastructure, supporting the construction of affordable or mixed-income housing, and/or other activities desirable to carry out the purposes of this Plan pursuant to any of the powers set forth in the Act or in any other provision of Colorado law.

### 11.8.3 TIF Areas #1 and #2 and Allocation of Tax Increment Revenue to the Authority

TIF Area #1 and TIF Area #2 shall be deemed established on the date of approval of this Plan. The boundaries are legally described in Exhibit B and Exhibit C, attached hereto and incorporated by this reference. The allocation of Property Tax Increment and City Tax Increment generated from within TIF Areas #1 and #2 shall commence on the date of adoption of this Plan.

### 11.8.4 TIF Areas #1 and #2 and Allocation of Tax Increment Revenue Derived from Arapahoe County Property Taxes

Pursuant to negotiations with Arapahoe County, sixty-five percent (65%) of the Property Tax Increment derived from Arapahoe County Taxes shall be allocated to the Authority for the purposes and activities outlined in this plan. Thirty-five percent (35%) of incremental revenues shall be retained by the County.

Pursuant to negotiations with Arapahoe County, none of the Property Tax Increment derived from Developmental Disability Taxes shall be allocated to the Authority for the purposes and activities outlined in this plan. One hundred percent (100%) of incremental revenues shall be retained by the County.

### 11.8.5 TIF Areas #1 and #2 and Allocation of Tax Increment Revenue derived from Aurora Public Schools (APS) Property Taxes

Pursuant to negotiations with Aurora Public Schools, seventy percent (70%) of the Property Tax Increment derived from Aurora Public School Taxes shall be allocated to the Authority for the purposes and activities outlined in this plan. Thirty percent (30%) of incremental revenues shall be retained by the APS.

### 11.8.6 TIF Areas #1 and #2 and Allocation of Tax Increment Revenue derived from Mile High Flood District Property Taxes

Pursuant to negotiations with Mile High Flood District, one hundred percent (100%) of the Property Tax Increment derived from the Flood District Taxes shall be allocated to the

Authority for the purposes and activities outlined in this plan. Zero percent (0%) of incremental revenues shall be retained by the Mile High Flood District.

### 11.8.7 TIF Areas #1 and #2 and Allocation of City Tax Increment and Increment Revenue derived from City Property Taxes

One hundred percent (100%) City Tax Increment derived from Sales Tax and Lodger's Tax shall be allocated to the Authority. One hundred percent (100%) of the City Tax Increment derived from the Construction and Materials Use Tax shall be allocated to the Authority. One hundred percent (100%) of the Property Tax Increment derived from the City Taxes shall be allocated to the Authority.

### 11.8.8 Other Financing Mechanisms / Structures

The Plan is designed to provide for the use of tax increment financing as the primary tool to facilitate investment and reinvestment within the Area. However, in addition to tax increment financing, the Authority shall be authorized to finance implementation of the Plan by any method authorized by the Act or any other applicable law, including without limitation and in any combination: appropriations, loans, grants or advances from the City; state loans and grants; federal loans and grants; interest income; agreements with public and private parties or entities, including any arrangements made for the payment of moneys in lieu of taxes; sale of securities or other assets; and loans and advances from any other available source.

## 11.9 Property Acquisition and Land Assemblage

The Authority may acquire property or any interest therein by negotiation or any other method authorized by the Act. In addition, the Authority may acquire property or any interest therein through the exercise of the power of eminent domain, which property or interest may be transferred to a private party as the Authority deems appropriate; provided, however, that any such acquisition and/or transfer shall be conducted in accordance with Sections 31-25-105.5 and 31-25-107(4.5) of the Act, as from time to time amended. The Authority may operate, manage and maintain such acquired property in accordance with the powers granted to it under the Act.

## 11.10 Relocation Assistance

It is not anticipated that acquisition of real property by the Authority will result in the relocation of any individuals, families, or business concerns. However, if such relocation becomes necessary, the Authority shall act in accordance with the Relocation Assistance and Land Acquisition Policy adopted by the Authority Board on October 18, 2004, per Authority Resolution R2004-02, or its subsequent amendment, and in conformance with the Act.

## 11.11 Demolition, Clearance, Environmental Remediation, and Site Prep

In carrying out this Plan, it is anticipated that the Authority may, on a case-by-case basis, elect to demolish and clear buildings, structures and other improvements. Additionally, development activities consistent with this Plan may require such demolition and clearance to eliminate unhealthy, unsanitary, and unsafe conditions; eliminate obsolete and other uses detrimental to the public welfare; and otherwise remove and prevent the spread of deterioration. Environmental remediation, if required, may be facilitated through the use of various Federal programs that are available as a result of being located within the Area.

With respect to property acquired by the Authority, it may demolish and clear, or contract to demolish and clear, those buildings, structures, and other improvements pursuant to this Plan, if, in the judgment of the Authority it is the best means to forward the implementation of the Plan. The Authority may also undertake such additional site preparation and environmental remediation activities, as it deems necessary to facilitate the disposition and/or development of such property.

## 11.12 Property Disposition

The Authority may sell, lease, or otherwise transfer real property or any interest in real property subject to covenants, conditions, and restrictions, including architectural and design controls, time restrictions on development, and building requirements, as it deems necessary to develop such property. Real property or interests in real property may be sold, leased or otherwise transferred for use in accordance with the Act and this Plan. All property and interest in real estate acquired by the Authority in the Area that is not

dedicated or transferred to public entities, shall be sold or otherwise disposed of for redevelopment in accordance with the provision of this Plan and the Act.

## 11.14 Redevelopment Agreements and Public Finance and Redevelopment Agreements

For the purpose of this Plan, the Authority is authorized to enter into RDAs, PFRAs, or other contracts with developer(s) or property owners or such other individuals or entities as are determined by the Authority to be necessary or desirable to carry out the purposes of this Plan. Such agreements or other contracts may contain terms and provisions as shall be deemed necessary or appropriate by the Authority for the purpose of undertaking the activities contemplated by this Plan and the Act, and may further provide for such undertakings by the Authority as may be necessary for the achievement of the objectives of this Plan or as may otherwise be authorized by the Act. Existing agreements between the City and private parties that are consistent with this Plan are intended to remain in full force and effect.

## 11.15 Cooperation Agreements

For the purpose of this Plan, the Authority may enter into one or more Cooperation Agreements pursuant to the Act. The City and the Authority recognize the need to cooperate in the implementation of this Plan and, as such, Cooperation Agreement(s) may include, without limitation, agreements regarding the planning or implementation of this Plan and its undertakings, as well as programs, public works operations, or activities which the Authority, the City or such other public body is otherwise empowered to undertake and including, without limitation, agreements respecting the financing, installation, construction and reconstruction of public improvements, utility line relocation, storm water detention, environmental remediation, landscaping and/or other eligible improvements. The Cooperation Agreements may refer to or include services that are typically provided by such agencies, such as public education and other programs and services. This paragraph shall not be construed to require any particular form of cooperation.

## Section 12.0 Definitions

**Act –** means the Urban Renewal Law of the State of Colorado, Part 1 of Article 25 of Title 31, Colorado Revised Statutes, as amended.

**Area** or **Urban Renewal Area –** means the 13th Avenue Station Urban Renewal Area as depicted in Figure 2: Blight Study and Urban Renewal Area Boundary and legally described in Exhibit A.

**Authority** – means the Aurora Urban Renewal Authority.

**Authority Board** – means the Board of Commissioners of the Aurora Urban Renewal Authority.

**Base –** means as to Property Taxes on property within the boundaries of the TIF Area the total assessed valuation of all taxable property last certified prior to the effective date of approval of the Plan, and as to City Sales, Use and/or Lodger's tax the amount collected within the boundaries of said TIF Area in the twelve-month period ending on the last day of the month prior to the effective date of approval of the Plan.

**Blight Study** – means the East Colfax 13th Avenue Station Property Conditions Assessment, September 2024, attached hereto as Attachment 1 and incorporated herein by this reference.

**City** – means the City of Aurora, a home-rule municipal corporation of the State of Colorado.

**City Code** – means the City Code of the City of Aurora.

**City Council or Council** – means the City Council of the City of Aurora.

**City Taxes** – means, collectively, (i) the Sales Tax, (ii) the Lodger's Tax, and (iii) the Use Tax.

**Comprehensive Plan** – means the Aurora Places Comprehensive Plan 2018, as such plan has been or may be amended from time to time.

**Cooperation Agreement** – means an agreement between developer(s) and the Authority or the City and/or other public bodies regarding the planning or implementation of this Urban Renewal Plan and its undertakings, as well as programs, public works operations, and/or activities. Subjects of the agreement may include financing, installation, construction and reconstruction of public improvements, utility line relocation, storm water detention, environmental remediation, landscaping and/or other eligible improvements.

**C.R.S. –** means the Colorado Revised Statutes, as amended from time to time.

**Impact Reports** – mean the Impact Reports for the 13th Avenue Station Urban Renewal Plan, which have been provided to the taxing entities under separate cover consistent with C.R.S. § 31-25-107.

**Increment** - means the increase in revenue derived from taxes that are actually collected above the specified Base imposed in a TIF Area.

**Lodger's Tax** – means the lodger's tax authorized by Chapter 130, Article IV, Division I of the City Code and currently imposed at the rate of 8.0%, subject to any generally applicable decreases in rate that may occur during the term of the Plan and any generally applicable increases in rate that may be allocated to the Authority by amendment to the Plan made by the City during the term of the Plan.

**Plan** or **Urban Renewal Plan** – means this 13th Avenue Station Urban Renewal Plan.

**Property Taxes** – means, without limitation, all levies to be made on an ad valorem basis by or for the benefit of any public body upon taxable real and personal property in a Tax Increment Financing Area**.**

**Project(s) –** means any activity and/or development of any size that is undertaken by the Authority alone or in cooperation with property owners, developers, stakeholders or other affected parties in order to eliminate and prevent blight within the Area and to accomplish the goals and objectives of this Plan and the Act. It is anticipated that the Project(s) shall be completed in multiple phases.

**Public Finance and Redevelopment Agreement (PFRA) --** means one or more agreements between the Authority, the developer and/or developers of property within the Area, any

special district or districts organized or caused to be organized by such developer or developers for the purpose of financing or refinancing public improvements within the Area, or such other individuals or entities as may be determined by the Authority to be necessary or desirable to carry out the purposes of this Plan pursuant to any of the powers set forth in the Act or in any other provision of Colorado law.

**Redevelopment Agreement (RDA)** – means one or more agreements between the Authority, the developer and/or developers of property within the Area, or such other individuals or entities as may be determined by the Authority to be necessary or desirable to carry out the purposes of this Urban Renewal Plan pursuant to any of the powers set forth in the Act or in any other provision of Colorado law.

**Sales Tax** – means the sales tax authorized by Chapter 130, Article II, Division IV of the City Code and currently imposed at the rate of 3.75%, subject to any generally applicable decreases in rate that may occur during the term of the Plan and any generally applicable increases in rate that may be allocated to the Authority by amendment to the Plan made by the City during the term of the Plan. "Sales Tax" shall not mean the 0.25% sales tax dedicated to increased staffing of the City police department and operation and maintenance of the City detention facility and codified in the City Code at Section 130-2.

**Station Area Plan –** means the Colfax and 13th Avenue Station Area Plan, September 2009 and updated in 2025.

**Study Area** – means the geographic territory defined in the Blight Study.

**Tax Increment Financing (TIF)** – is a mechanism used to assist in providing funding to address costs that the market may not otherwise bear such as assisting in filling the gap between the total cost of a redevelopment project and the level of private financing it can support. Under this financing mechanism, the level of property tax and municipal sales tax, use tax, and/or lodger's tax in a TIF Area before redevelopment is used as the base, which continues to be paid to the taxing entities. The increment collected as result of the physical development of the redevelopment project is paid into the special fund of the Authority and is used to support the redevelopment effort.

**Tax Increment Financing Area(s) (TIF Area(s)) –** means one or more portions of the Area designated as a Tax Increment Area, as defined and pursuant to the procedures set forth in Section 11.8 of this Plan.

**TIF Revenue –** means, collectively, the City Tax Increment and the Property Tax Increment.

**Urban Renewal Area (URA) –** means the 13th Avenue Station Urban Renewal Area depicted in Figure 2: Blight Study and Urban Renewal Area Boundary and legally described in Exhibit A.

**Urban Renewal Plan –** means this 13th Avenue Station Urban Renewal Plan**.**

**Use Tax –** means the City use tax authorized by Chapter 130, Article II, Division V of the City Code and currently imposed at the rate of 3.75% on construction materials used, stored, distributed, and/or consumed within the Area, subject to any generally applicable decreases in rate that may occur during the term of the Urban Renewal Plan and any generally applicable increases in rate that may be allocated to the Authority by amendment to the plan made by the City during the term of the Plan. "Use Tax" shall not mean the 0.25% use tax dedicated to increased staffing of the City police department and operation and maintenance of the City detention facility and codified in the City Code in Section 130-2.

**Exhibit A: Urban Renewal Area Legal Description**

# EXHIBIT A

A parcel of land situated in the SW 1/4 of Section 31, Township 3 South, and in the W 1/2 of Section 6, Township 4 South, Range 66 West of the 6th Principal Meridian, City of Aurora, Counties of Adams and Arapahoe, State of Colorado, more particularly described as follows:

Beginning at the southwest corner of said Section 31;

Thence N00°21'27"W, coincident with the west line of the SW 1/4 of said 31, a distance of 1151.61 feet;

Thence N89°33'33"E, a distance of 171.93 feet to a point on the westerly line of the Tollgate Creek Channel as shown on the Colorado Department of Transportation Right-of-Way plans for Federal Aid Project No. IR-NH(CX) 225-4(46);

Thence N73°19'27"E, a distance of 240.12 feet to a point on the easterly line of said Tollgate Creek Channel as shown on said Right-of-Way plans;

Thence coincident with said easterly line the following two (2) courses:

1. Thence S16°40'33"E, a distance of 423.92 feet;
2. Thence N89°37'02"E, a distance of 110.00 feet;

Thence S00°27'03"E, a distance of 701.50 feet to a point 110.00 feet north of the south line of the SW 1/4 of said Section 31, when measured perpendicular thereto;

Thence N89°32'57"E, 110.00 feet north of and parallel with said south line, a distance of 1017.71 feet;

Thence S00°27'03"E, a distance of 150.00 feet to the northeasterly corner of that parcel of land described in that Warranty Deed recorded June 22, 1978, in Book 2798 at Page 744 in the office of the Arapahoe County Clerk and Recorder;

Thence S00°35'19"E, coincident with the easterly line of said parcel, a distance of 2605.86 feet to the southeasterly corner of said parcel;

Thence S03°28'22"E, a distance of 368.99 feet to the northeasterly corner of Lot 4, Tollgate Commercial Subdivision Filing No. 1, the plat of said subdivision being recorded May 13, 1999, at Reception No. A9080062 in said office;

Thence coincident with the easterly line of said Lot 4 the following three (3) courses:

1. Thence S13°52'27"W, a distance of 317.00 feet to a point of tangent curvature;
2. Thence along said curve to the left (whose chord bears S12°33'25"E, a distance of 320.49 feet) having a radius of 360.00 feet, and a central angle of 52°51'43", an arc distance of 332.14 feet to a point of non-tangency;
3. Thence S32°58'43"W, a distance of 19.85 feet;

(continued)

Thence S09°23'30"E, a distance of 81.21 feet to the northeasterly corner of Lot 1, said Tollgate Commercial Subdivision Filing No. 1, said corner being a point of non-tangent curvature;

Thence coincident with the easterly and southerly lines of said Lot 1 the following five (5) courses:

1. Thence along said curve to the left (whose chord bears N89°01'17"W, a distance of 158.87 feet) having a radius of 149.90 feet, and a central angle of 64°00'00", an arc distance of 167.44 feet to a point of non-tangency;
2. Thence S82°12'05"W, a distance of 62.05 feet;
3. Thence S00°03'59"E, a distance of 388.19 feet;
4. Thence S43°21'47"E, a distance of 129.33 feet;
5. Thence S88°55'01"W, a distance of 407.22 feet to a point on the easterly right-of-way of Interstate Highway No. 225 as shown on the Colorado Department of Transportation Right-of-Way plans for Federal Aid Project No. I225-4(2)206, said point being a point of non-tangent curvature;

Thence coincident with said easterly line the following two (2) courses:

1. Thence along said curve to the right (whose chord bears N18°56'56"W, a distance of 174.72 feet) having a radius of 363.18 feet, and a central angle of 27°50'14", an arc distance of 176.45 feet to a point of tangency;
2. Thence N05°01'49"W, a distance of 1292.30 feet;

Thence N58°01'49"W, a distance of 234.32 feet to a point on the south line of the NW 1/4 of said Section 6;

Thence S89°42'02"W, coincident with said south line, a distance of 294.39 feet to a point on the westerly right-of-way of Interstate Highway No. 225 as shown on said Right-of-Way plans;

Thence coincident with said westerly right-of-way the following five (5) courses:

1. Thence N00°17'03"W, a distance of 1131.40 feet;
2. Thence N89°32'57"E, a distance of 20.00 feet;
3. Thence N00°17'03"W, a distance of 570.50 feet;
4. Thence S89°32'57"W, a distance of 75.70 feet;
5. Thence N00°20'03"W, a distance of 500.00 feet to the southeasterly corner of that parcel of land described in that Deed with Reserved Easements recorded April 14, 2017, at Reception No. D7042612 in said office;

Thence S89°32'57"W, coincident with the southerly line of said parcel, a distance of 80.00 feet to the southeasterly corner of Lot 1, Block 1, Woods Subdivision - First Filing, the plat of said subdivision being recorded April 5, 1977, at Reception No. 1623911 in said office;

(continued)

Thence coincident with the easterly line of said Lot 1 the following three (3) courses:

Thence N00°17'43"W, a distance of 250.00 feet;

Thence S89°32'57"W, a distance of 150.00 feet;

Thence N00°17'43"W, a distance of 150.00 feet to a point 40.00 feet south of the north line of the NW 1/4 of said Section 6, when measured perpendicular thereto;

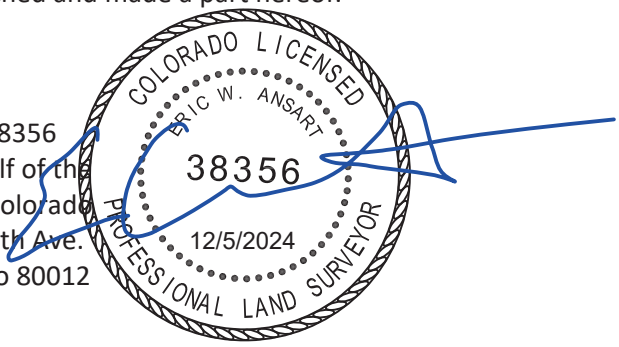
Thence S89°32'57"W, 40.00 feet south of and parallel with said north line, a distance of 195.01 feet to a point on the west line of said NW 1/4;

Thence N00°17'11"W, coincident with said west line, a distance of 40.00 feet to the **Point of Beginning**.

Said parcel containing 4,910,566 square feet (112.731 acres) more or less.

Bearings based on the north line of the NW 1/4 of Section 6, T4S, R66W, 6th P.M., being N89°32’57”E, and all lineal units are represented in US Survey Feet.

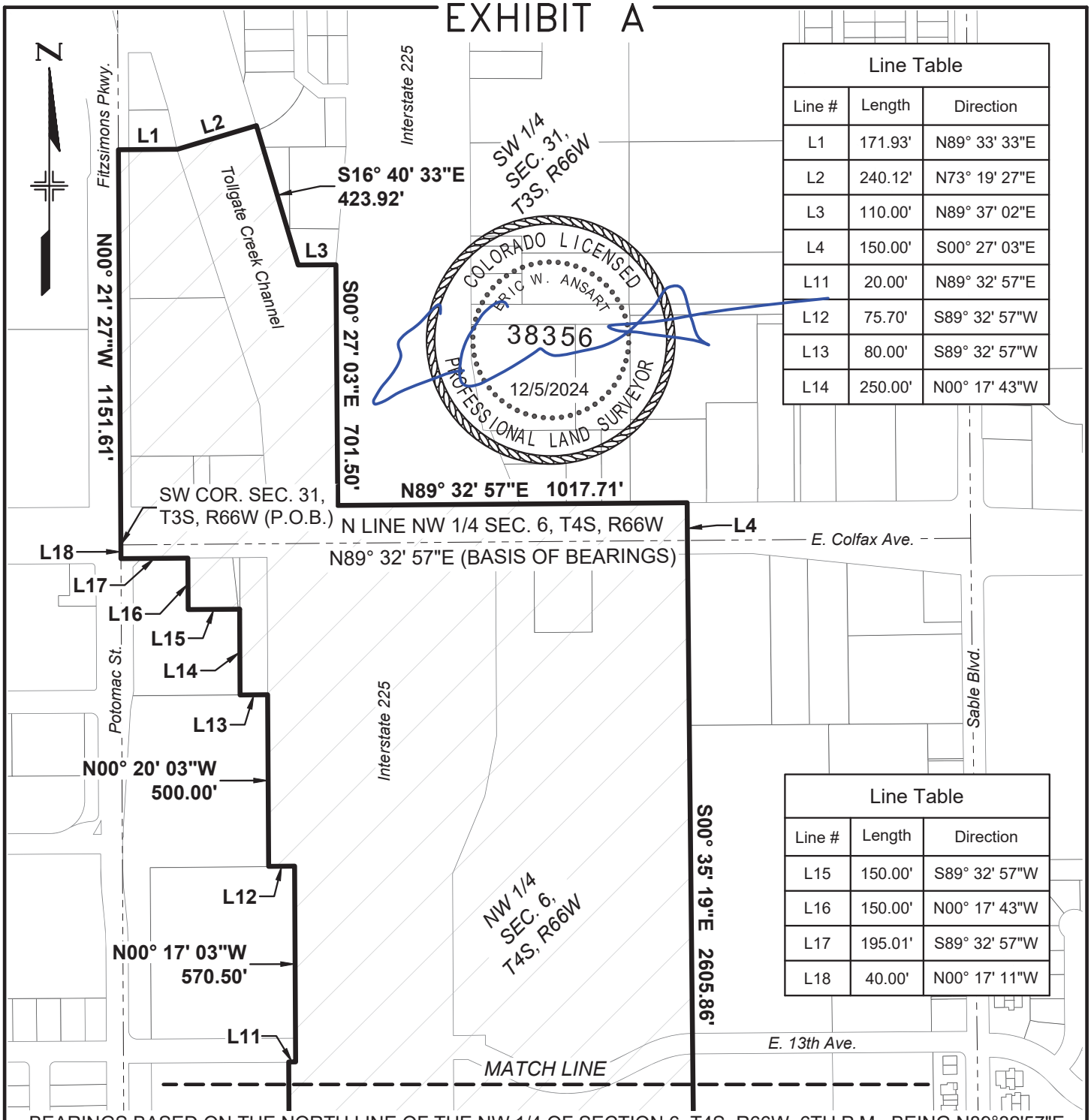
Illustration attached and made a part hereof.




Eric W. Ansart
Colorado PLS# 38356
For and on behalf of the
City of Aurora, Colorado
13636 E. Ellsworth Ave.
Aurora, Colorado 80012

ILLUSTRATION FOR

# EXHIBIT A




| Line Table | | |
|---|---|---|
| Line # | Length | Direction |
| L1 | 171.93' | N89° 33' 33"E |
| L2 | 240.12' | N73° 19' 27"E |
| L3 | 110.00' | N89° 37' 02"E |
| L4 | 150.00' | S00° 27' 03"E |
| L11 | 20.00' | N89° 32' 57"E |
| L12 | 75.70' | S89° 32' 57"W |
| L13 | 80.00' | S89° 32' 57"W |
| L14 | 250.00' | N00° 17' 43"W |

| Line Table | | |
|---|---|---|
| Line # | Length | Direction |
| L15 | 150.00' | S89° 32' 57"W |
| L16 | 150.00' | N00° 17' 43"W |
| L17 | 195.01' | S89° 32' 57"W |
| L18 | 40.00' | N00° 17' 11"W |

BEARINGS BASED ON THE NORTH LINE OF THE NW 1/4 OF SECTION 6, T4S, R66W, 6TH P.M., BEING N89°32'57"E

THE ABOVE DESCRIBED PARCEL CONTAINS 4,910,566 SQUARE FEET (112.731 ACRES) MORE OR LESS

This drawing does not represent a monumented survey. It is intended only to depict the attached legal description

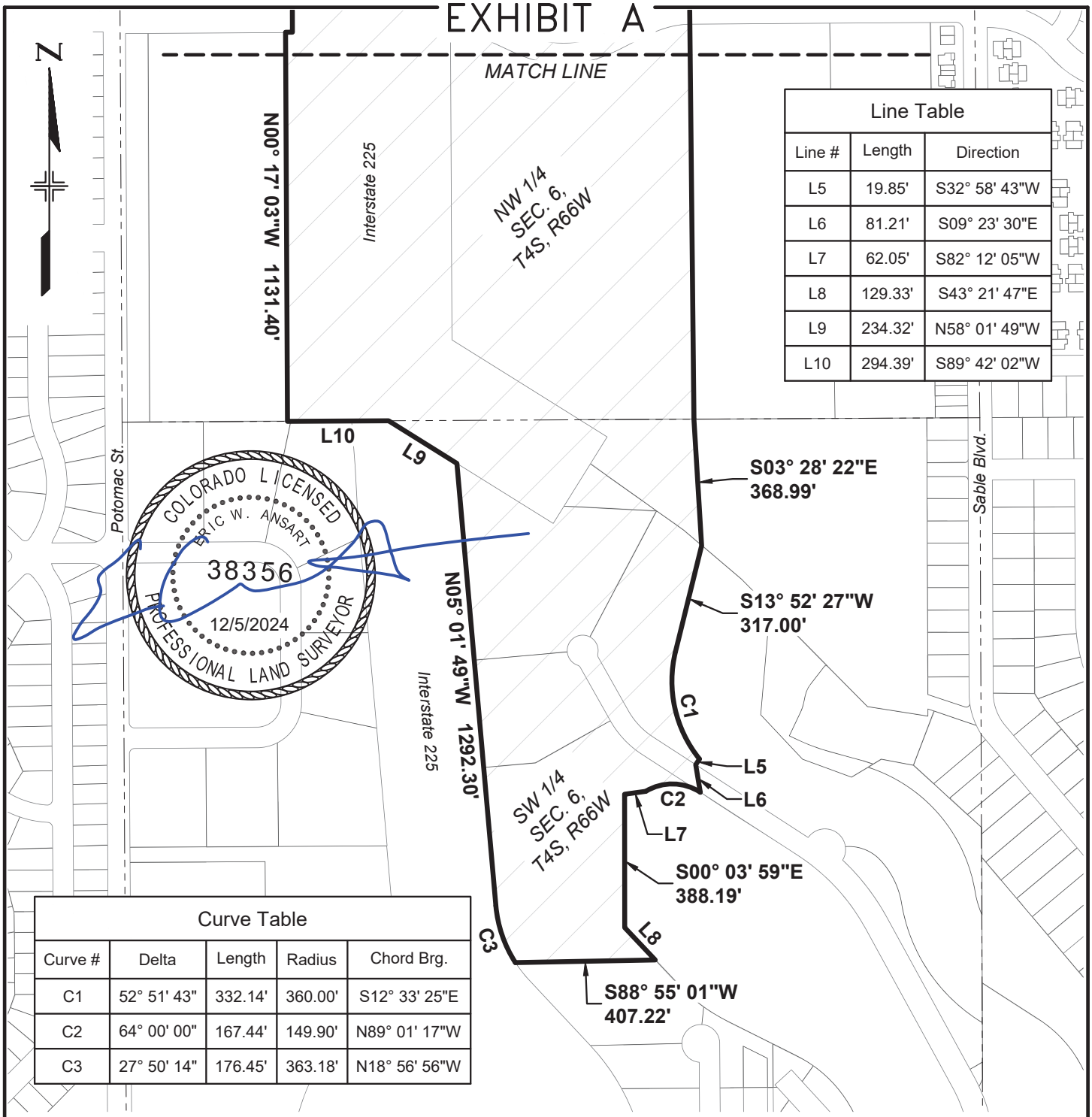
## CITY OF AURORA, COLORADO

| DRAWN BY: | SCALE: | PARCEL TYPE |
|---|---|---|
| EWA | NONE | N/A |
| CHECKED BY: | DATE: | JOB NUMBER: |
| DMR | 12/2/2024 | N/A |

A PARCEL OF LAND SITUATED IN THE SW 1/4 OF SEC. 31, T3S, AND IN THE W 1/2 OF SEC. 6, T4S, R66W, 6TH P.M., CITY OF AURORA, COUNTIES OF ADAMS AND ARAPAHOE, STATE OF COLORADO

ILLUSTRATION FOR

# EXHIBIT A




| Line Table | | |
|---|---|---|
| Line # | Length | Direction |
| L5 | 19.85' | S32° 58' 43"W |
| L6 | 81.21' | S09° 23' 30"E |
| L7 | 62.05' | S82° 12' 05"W |
| L8 | 129.33' | S43° 21' 47"E |
| L9 | 234.32' | N58° 01' 49"W |
| L10 | 294.39' | S89° 42' 02"W |

| Curve Table | | | | |
|---|---|---|---|---|
| Curve # | Delta | Length | Radius | Chord Brg. |
| C1 | 52° 51' 43" | 332.14' | 360.00' | S12° 33' 25"E |
| C2 | 64° 00' 00" | 167.44' | 149.90' | N89° 01' 17"W |
| C3 | 27° 50' 14" | 176.45' | 363.18' | N18° 56' 56"W |

BEARINGS BASED ON THE NORTH LINE OF THE NW 1/4 OF SECTION 6, T4S, R66W, 6TH P.M., BEING N89°32'57"E

THE ABOVE DESCRIBED PARCEL CONTAINS 4,910,566 SQUARE FEET (112.731 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: | PARCEL TYPE |
|---|---|---|
| EWA | NONE | N/A |
| CHECKED BY: | DATE: | JOB NUMBER: |
| DMR | 12/2/2024 | N/A |

A PARCEL OF LAND SITUATED IN THE SW 1/4 OF SEC. 31, T3S, AND IN THE W 1/2 OF SEC. 6, T4S, R66W, 6TH P.M., CITY OF AURORA, COUNTIES OF ADAMS AND ARAPAHOE, STATE OF COLORADO

**Exhibit B: Tax Increment Financing (TIF) Area #1 Legal Description**

# EXHIBIT B

A parcel of land situated in the W 1/2 of Section 6, Township 4 South, Range 66 West of the 6th Principal Meridian, City of Aurora, County of Arapahoe, State of Colorado, more particularly described as follows:

**Beginning** at the southeasterly corner of that parcel of land described in that Warranty Deed recorded June 22, 1978, in Book 2798 at Page 744 in the office of the Arapahoe County Clerk and Recorder;

Thence S03°28'22"E, a distance of 368.99 feet to the northeasterly corner of Lot 4, Tollgate Commercial Subdivision Filing No. 1, the plat of said subdivision being recorded May 13, 1999, at Reception No. A9080062 in said office;

Thence coincident with the easterly line of said Lot 4 the following three (3) courses:

1. Thence S13°52'27"W, a distance of 317.00 feet to a point of tangent curvature;
2. Thence along said curve to the left (whose chord bears S12°33'25"E, a distance of 320.49 feet) having a radius of 360.00 feet, and a central angle of 52°51'43", an arc distance of 332.14 feet to a point of non-tangency;
3. Thence S32°58'43"W, a distance of 19.85 feet;

Thence S09°23'30"E, a distance of 81.21 feet to the northeasterly corner of Lot 1, said Tollgate Commercial Subdivision Filing No. 1, said corner being a point of non-tangent curvature;

Thence coincident with the easterly and southerly lines of said Lot 1 the following five (5) courses:

1. Thence along said curve to the left (whose chord bears N89°01'17"W, a distance of 158.87 feet) having a radius of 149.90 feet, and a central angle of 64°00'00", an arc distance of 167.44 feet to a point of non-tangency;
2. Thence S82°12'05"W, a distance of 62.05 feet;
3. Thence S00°03'59"E, a distance of 388.19 feet;
4. Thence S43°21'47"E, a distance of 129.33 feet;
5. Thence S88°55'01"W, a distance of 407.22 feet to a point on the easterly right-of-way of Interstate Highway No. 225 as shown on the Colorado Department of Transportation Right-of-Way plans for Federal Aid Project No. I225-4(2)206, said point being a point of non-tangent curvature;

Thence coincident with said easterly line the following two (2) courses:

1. Thence along said curve to the right (whose chord bears N18°56'56"W, a distance of 174.72 feet) having a radius of 363.18 feet, and a central angle of 27°50'14", an arc distance of 176.45 feet to a point of tangency;
2. Thence N05°01'49"W, a distance of 1292.30 feet;

Thence N02°21'29"W, a distance of 360.97 feet to the southwesterly corner of said parcel described in Book 2798 at Page 744;

(continued)

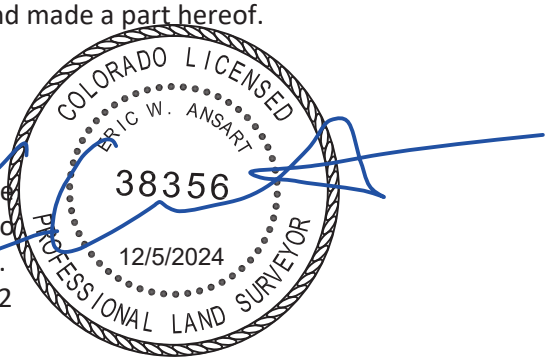
Thence coincident with the southerly line of said parcel the following two (2) courses:

1. Thence S57°57'03"E, a distance of 440.39 feet;
2. Thence N89°42'02"E, a distance of 331.39 feet to the **Point of Beginning**.

Said parcel containing 924,798 square feet (21.230 acres) more or less.

Bearings based on the south line of the NW 1/4 of Section 6, T4S, R66W, 6th P.M., being N89°42’02”E, and all lineal units are represented in US Survey Feet.

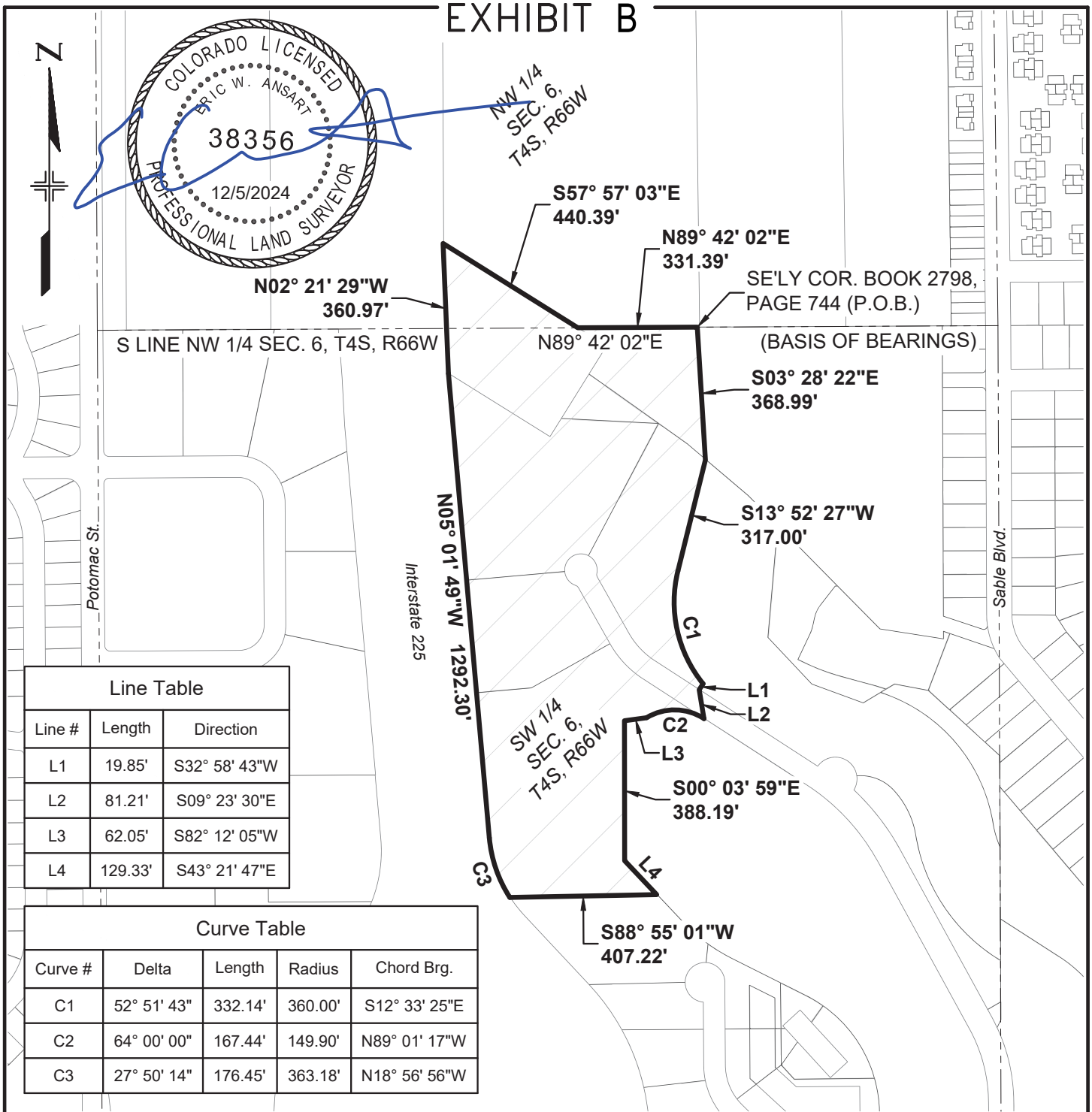
Illustration attached and made a part hereof.




Eric W. Ansart
Colorado PLS# 38356
For and on behalf of the
City of Aurora, Colorado
13636 E. Ellsworth Ave.
Aurora, Colorado 80012

ILLUSTRATION FOR

# EXHIBIT B




| Line Table | | |
|---|---|---|
| Line # | Length | Direction |
| L1 | 19.85' | S32° 58' 43"W |
| L2 | 81.21' | S09° 23' 30"E |
| L3 | 62.05' | S82° 12' 05"W |
| L4 | 129.33' | S43° 21' 47"E |

| Curve Table | | | | |
|---|---|---|---|---|
| Curve # | Delta | Length | Radius | Chord Brg. |
| C1 | 52° 51' 43" | 332.14' | 360.00' | S12° 33' 25"E |
| C2 | 64° 00' 00" | 167.44' | 149.90' | N89° 01' 17"W |
| C3 | 27° 50' 14" | 176.45' | 363.18' | N18° 56' 56"W |

BEARINGS BASED ON THE SOUTH LINE OF THE NW 1/4 OF SECTION 6, T4S, R66W, 6TH P.M., BEING N89°42'02"E

THE ABOVE DESCRIBED PARCEL CONTAINS 924,796 SQUARE FEET (21.230 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: | PARCEL TYPE |
|---|---|---|
| EWA | NONE | N/A |
| CHECKED BY: | DATE: | JOB NUMBER: |
| DMR | 12/2/2024 | N/A |

A PARCEL OF LAND SITUATED IN THE W 1/2 OF SEC. 6, T4S, R66W, 6TH P.M., CITY OF AURORA, COUNTY OF ARAPAHOE, STATE OF COLORADO

**Exhibit C: Tax Increment Financing (TIF) Area #2 Legal Description**

# EXHIBIT C

A parcel of land situated in the NW 1/4 of Section 6, Township 4 South, Range 66 West of the 6th Principal Meridian, City of Aurora, County of Arapahoe, State of Colorado, more particularly described as follows:

**Beginning** at the southeasterly corner of that parcel of land described in that Warranty Deed recorded June 22, 1978, in Book 2798 at Page 744 in the office of the Arapahoe County Clerk and Recorder;

Thence coincident with the southerly and westerly lines of said parcel the following five (5) courses:

1. Thence S89°42'02"W, a distance of 331.39 feet;
2. Thence N57°57'03"W, a distance of 440.39 feet;
3. Thence N00°17'03"W, a distance of 976.32 feet;
4. Thence N89°32'57"E, a distance of 100.00 feet;
5. Thence S00°17'03"E, a distance of 35.80 feet to the northwesterly corner of that parcel of land described in that Quit Claim Deed recorded April 23, 1980, in Book 3206 at Page 744 in said office, said corner being a point of non-tangent curvature;

Thence coincident with the northerly line of said parcel the following five (5) courses:

Thence along said curve to the right (whose chord bears S65°20'28"E, a distance of 3.65 feet) having a radius of 331.56 feet, and a central angle of 00°37'51", an arc distance of 3.65 feet to a point of tangency;

Thence S65°01'33"E, a distance of 120.00 feet to a point of tangent curvature;

Thence along said curve to the left (whose chord bears N89°24'41"E, a distance of 234.36 feet) having a radius of 271.56 feet, and a central angle of 51°07'33", an arc distance of 242.32 feet to a point of tangency;

Thence N63°50'54"E, a distance of 120.00 feet to a point of tangent curvature;

Thence along said curve to the right (whose chord bears N76°37'48"E, a distance of 146.70 feet) having a radius of 331.56 feet, and a central angle of 25°33'47", an arc distance of 147.93 feet to a point on the easterly line of said parcel described in Book 2798 at Page 744;

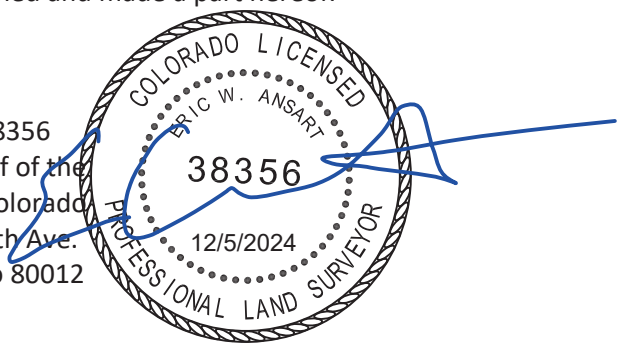
Thence S00°35'19"E, coincident with said easterly line, a distance of 1210.35 feet to the **Point of Beginning**.

(continued)

Said parcel containing 764,824 square feet (17.558 acres) more or less.

Bearings based on the south line of the NW 1/4 of Section 6, T4S, R66W, 6th P.M., being N89°42’02”E, and all lineal units are represented in US Survey Feet.

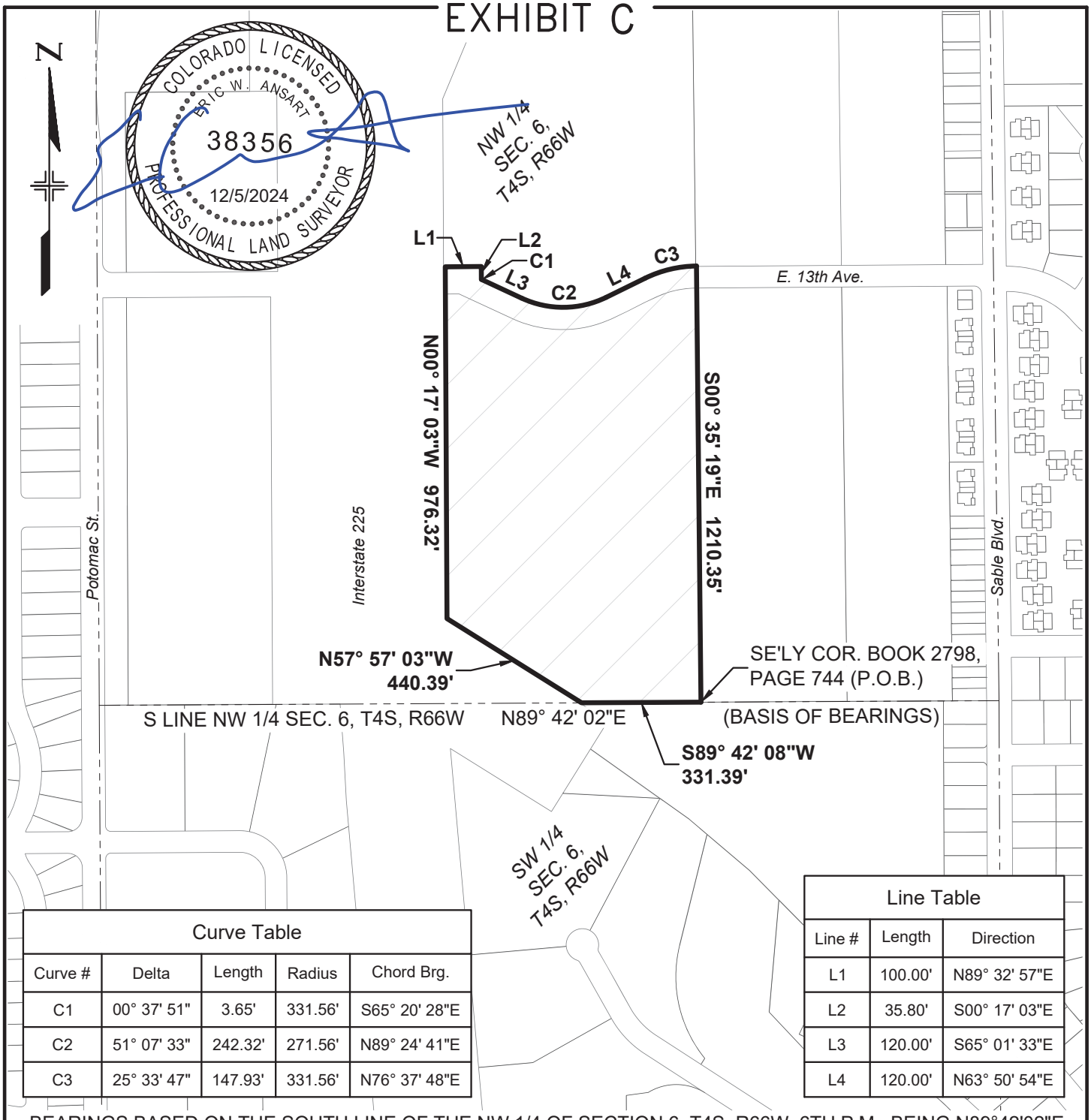
Illustration attached and made a part hereof.




Eric W. Ansart
Colorado PLS# 38356
For and on behalf of the
City of Aurora, Colorado
13636 E. Ellsworth Ave.
Aurora, Colorado 80012

ILLUSTRATION FOR

# EXHIBIT C




| Curve Table | | | | |
|---|---|---|---|---|
| Curve # | Delta | Length | Radius | Chord Brg. |
| C1 | 00° 37' 51" | 3.65' | 331.56' | S65° 20' 28"E |
| C2 | 51° 07' 33" | 242.32' | 271.56' | N89° 24' 41"E |
| C3 | 25° 33' 47" | 147.93' | 331.56' | N76° 37' 48"E |

| Line Table | | |
|---|---|---|
| Line # | Length | Direction |
| L1 | 100.00' | N89° 32' 57"E |
| L2 | 35.80' | S00° 17' 03"E |
| L3 | 120.00' | S65° 01' 33"E |
| L4 | 120.00' | N63° 50' 54"E |

BEARINGS BASED ON THE SOUTH LINE OF THE NW 1/4 OF SECTION 6, T4S, R66W, 6TH P.M., BEING N89°42'02"E

THE ABOVE DESCRIBED PARCEL CONTAINS 764,824 SQUARE FEET (17.558 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: | PARCEL TYPE |
|---|---|---|
| EWA | NONE | N/A |
| CHECKED BY: | DATE: | JOB NUMBER: |
| DMR | 12/2/2024 | N/A |

A PARCEL OF LAND SITUATED IN THE NW 1/4 OF SEC. 6, T4S, R66W, 6TH P.M., CITY OF AURORA, COUNTY OF ARAPAHOE, STATE OF COLORADO

**Attachment 1: Property Conditions Assessment (Blight Study) – East Colfax 13th Ave Station, September 2024**

# 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 4: Study Area Location, Definition, and Description ..... 12
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Section 6: Conditions Assessment Summary and Conclusion ..... 31

# 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<br>1975-06-3-03-028<br>1975-06-3-14-010<br>1975-06-3-14-011<br>1975-06-3-14-008<br>(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<br>(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<br>1975-06-3-14-004<br>1975-06-3-14-015<br>1975-06-3-14-017<br>(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.

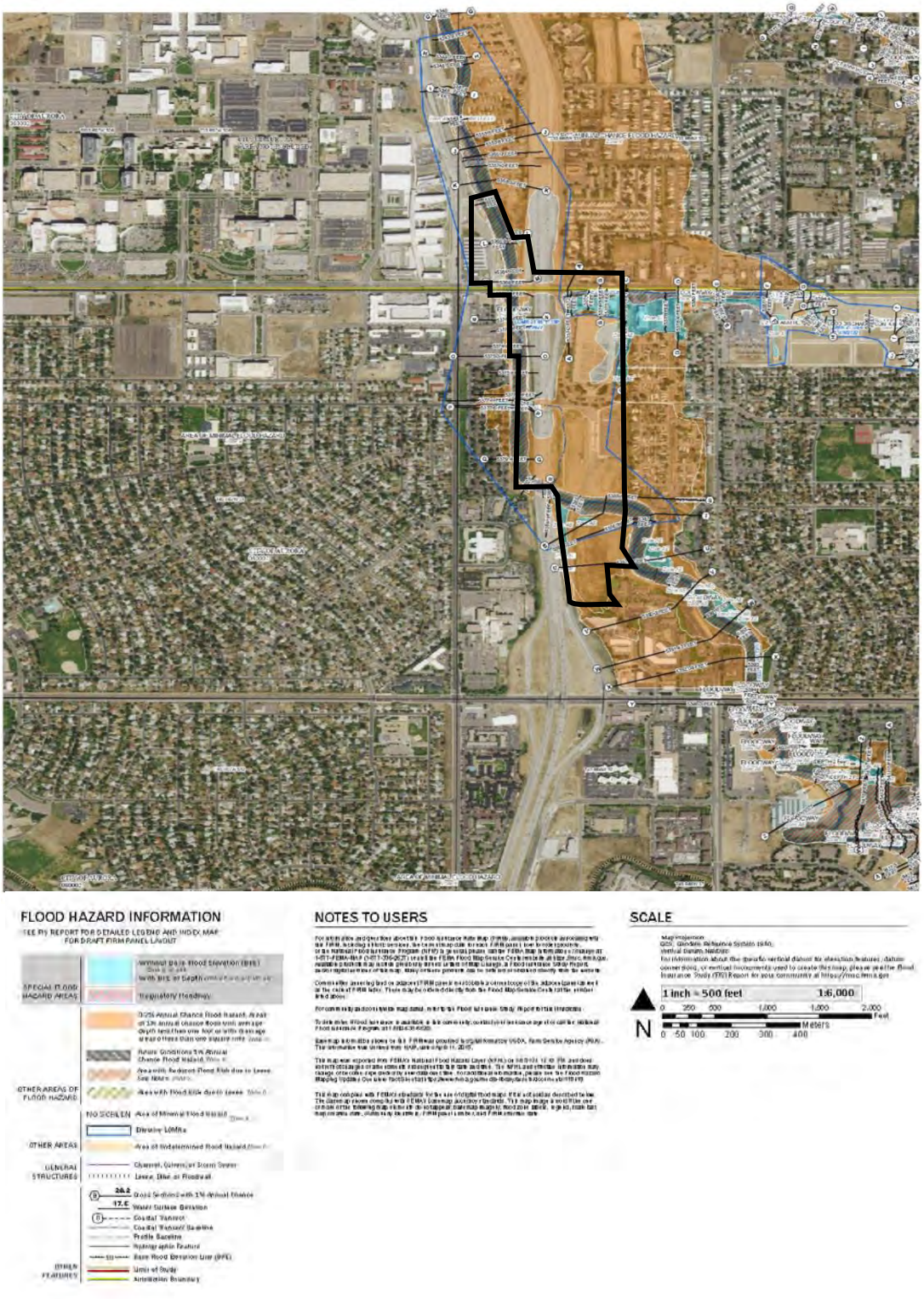


**Evidence of illegal trash dumping.*

***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).

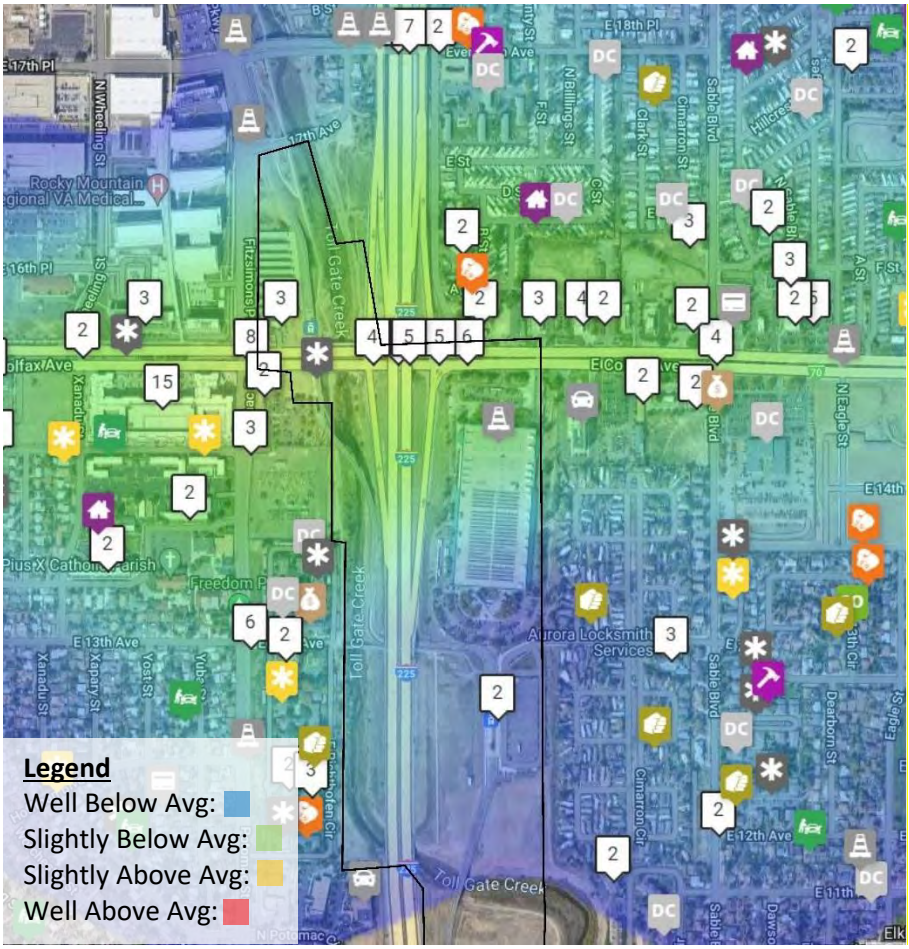
Matrix reviewed annual crime data for the Aurora area along Colfax Avenue including the Study Area. As indicated in *Figure 5.4: Crime Density Map*, the area with higher annual crime is located along the East Colfax Avenue corridor that transects the northern portion of the Study Area.



**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”.

ORDINANCE NO. 2026 -__

A BILL

FOR AN ORDINANCE AND A PUBLIC HEARING OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING THE 13TH AVENUE STATION URBAN RENEWAL PLAN AND CREATING TWO TAX INCREMENT FINANCING AREAS

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, on March 10, 2025, pursuant to authority granted by Section 31-25-107, C.R.S., Council adopted Ordinance No. 2025-21 declaring the 13th Avenue Station Area ("Area") to be a blighted area appropriate for urban renewal; 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

WHEREAS, in accordance with this requirement, a public hearing has been conducted at tonight's meeting at which the Council was asked to consider whether the 13th Avenue Station Urban Renewal Plan should be adopted and two Tax Increment Financing Areas ("TIF Areas") created; and

WHEREAS, in accordance with Section 31-25-107(9.5)(a), C.R.S., the Council approves the allocation to the Authority of 100% of the City tax increment and revenue derived from City taxes within the TIF Areas, including: 1) Property Tax, 2) Lodger's Tax, 3) Sales Tax, and 4) Use Tax, for a period of twenty-five (25) years; and the Council specifically determines that no negative impacts will be borne by the City through the implementation of the Plan and tax increment financing set forth therein, and the City confirms it has received all notices associated with adoption of the Plan; and

WHEREAS, the Council has caused notice of the public hearing to be published in a newspaper of general circulation in the City at least thirty (30) days prior to such hearing; and

WHEREAS, in addition, the Council has taken reasonable efforts to provide written notice of the public hearing to all property owners, residents, and owners of business concerns in the Area at their last known address of record at least thirty (30) days prior to such hearing; and

WHEREAS, such notice contains the information required by Section 31-25-107(3), C.R.S.; and

WHEREAS, in accordance with the requirements of Section 31-25-107(2), the Plan was submitted to the Planning and Zoning Commission on October 22, 2025, for review and recommendation as to its conformity with the Comprehensive Plan of the City; and

WHEREAS, the Council has considered all testimony and evidence presented at the public hearing.

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. Written notice of the public hearing was provided to all property owners, residents, and owners of business concerns in the Area at their last known address of record at least thirty (30) days prior to tonight's hearing.

Section 3. The Plan was submitted to the Planning and Zoning Commission on October 22, 2025, for review, and Council finds and determines that it is in conformance with the Comprehensive Plan of the City in accordance with the requirements of Section 31-25-107(2), C.R.S.

Section 4. The Plan and associated impact report were submitted to the jurisdictions that collect property taxes in the Area in accordance with the requirements of Section 31-25-107(3.5), C.R.S.

Section 5. Council finds and determines that the Plan includes a legal description of the Area and the two TIF Areas.

Section 6. Council hereby finds that the Plan meets the requirements of the Act and furthers the public purposes of facilitating development of the Area, eliminating blight, and preventing injury to the public health, safety, morals and welfare of the residents of the City and therefore, Council hereby approves and adopts the Plan.

Section 7. Council finds that the tax increment and revenue collected from both TIF Areas is appropriate to distribute to the Authority, and Council approves the allocation to the Authority of 100% of the City tax increment and revenue derived from City taxes within the TIF Areas, including: 1) Property Tax; 2) Lodger's Tax; 3) Sales Tax; and 4) Use Tax, for a period of twenty-five (25) years.

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 _____, 2026.

PASSED AND ORDERED PUBLISHED this _____ day of _____, 2026.

_____

MIKE COFFMAN, Mayor

ATTEST:

_____

KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

PETER A. SCHULTE, CITY ATTORNEY

By: _____

RACHEL ALLEN, Deputy City Attorney

# 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, in order for the applicant and staff to schedule a neighborhood meeting. The meeting occurred on March 3rd 2025. On September 24th 2025 the Planning and Zoning Commission approved the Site Plan. 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.)*

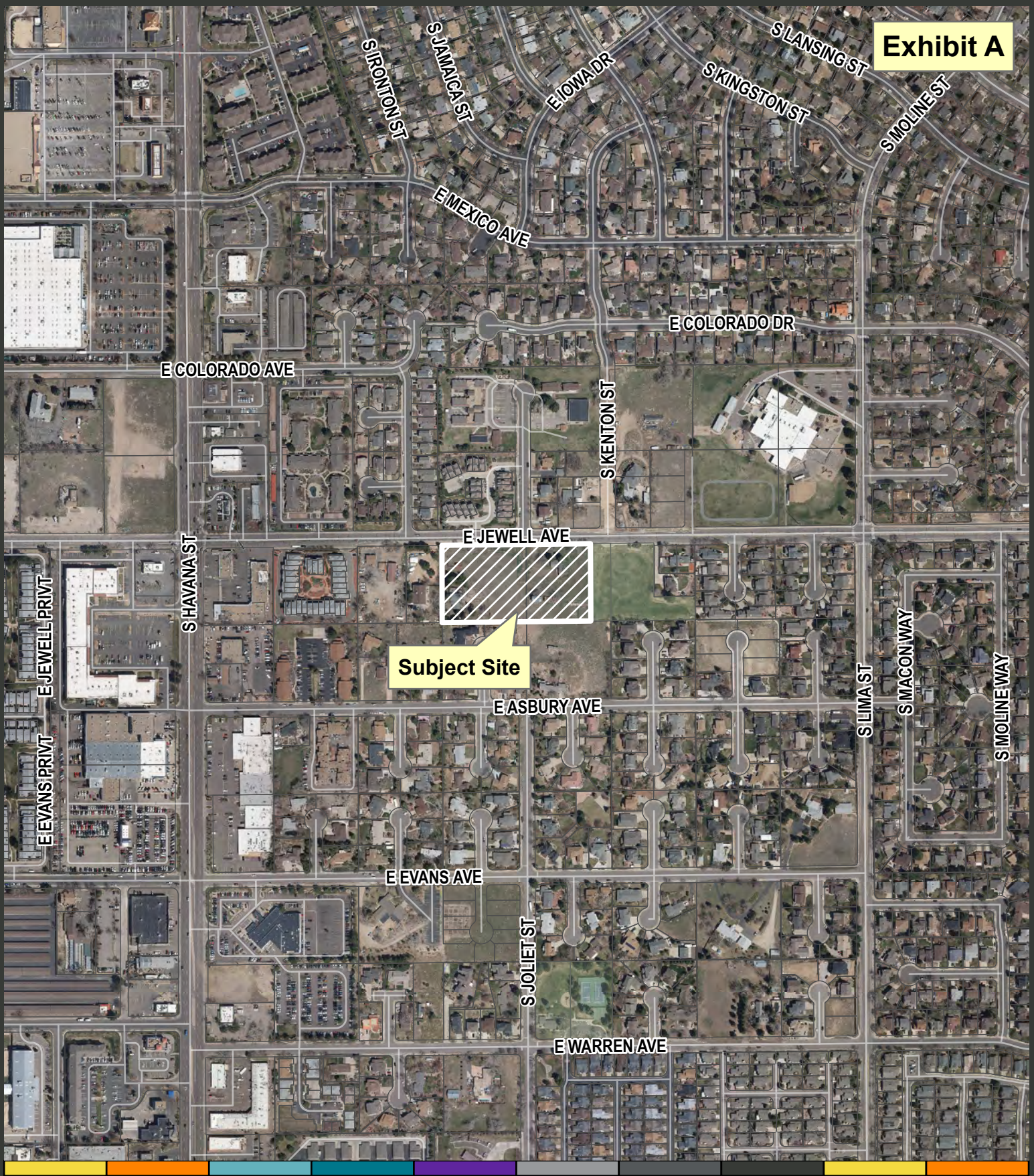
N/A

## 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

N W E S

Case Numbers: 1984-2057-02, 2022-4026-00
Development Application: #2309-00



12/12/2024 I:\GIS\ArcGIS_Pro_Projects\Planning\Development Review\Data Services\VicinityMap_Pro\VicinityMap_Pro_Arial.aprx

# 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;

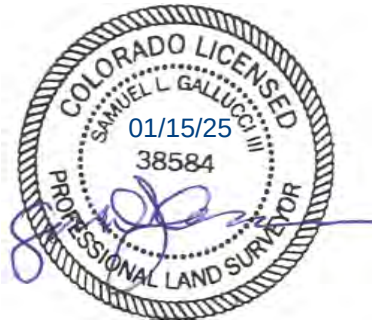
COMMENCING AT SAID NORTHWEST CORNER OF SECTION 26; THENCE ALONG SAID NORTH LINE OF THE NORTHWEST QUARTER, NORTH 89°20'02" EAST, A DISTANCE OF 984.93 FEET; THENCE SOUTH 00°11'48" EAST, A DISTANCE OF 30.00 FEET TO THE NORTHWEST CORNER OF SAID PLOT FOUR (4), ALSO BEING THE POINT OF BEGINNING;

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.

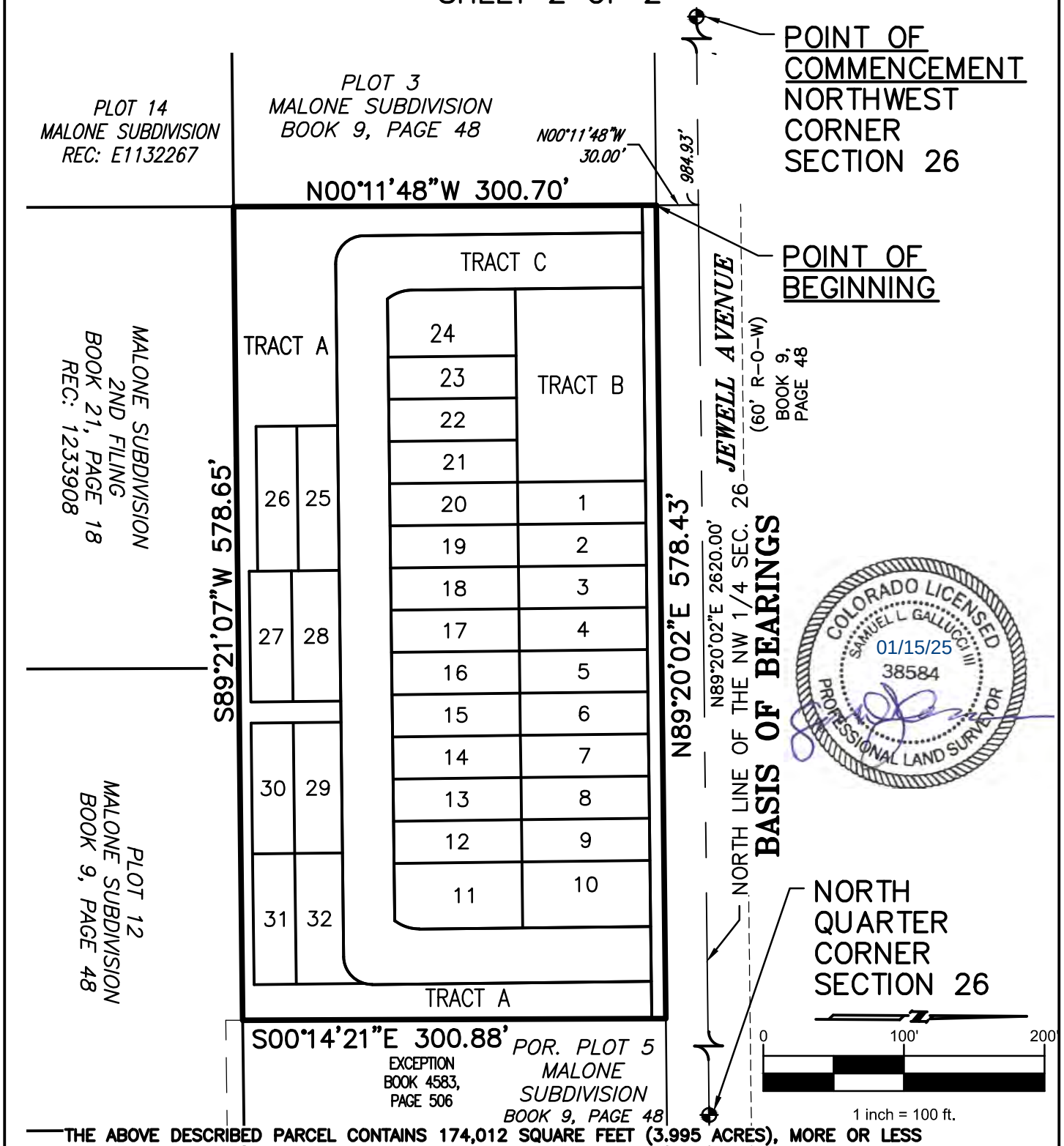



SAMUEL L. GALLUCCI III, PLS 38584
FOR AND ON BEHALF OF
EMK CONSULTANTS, INC.

ILLUSTRATION FOR

# EXHIBIT A

SHEET 2 OF 2



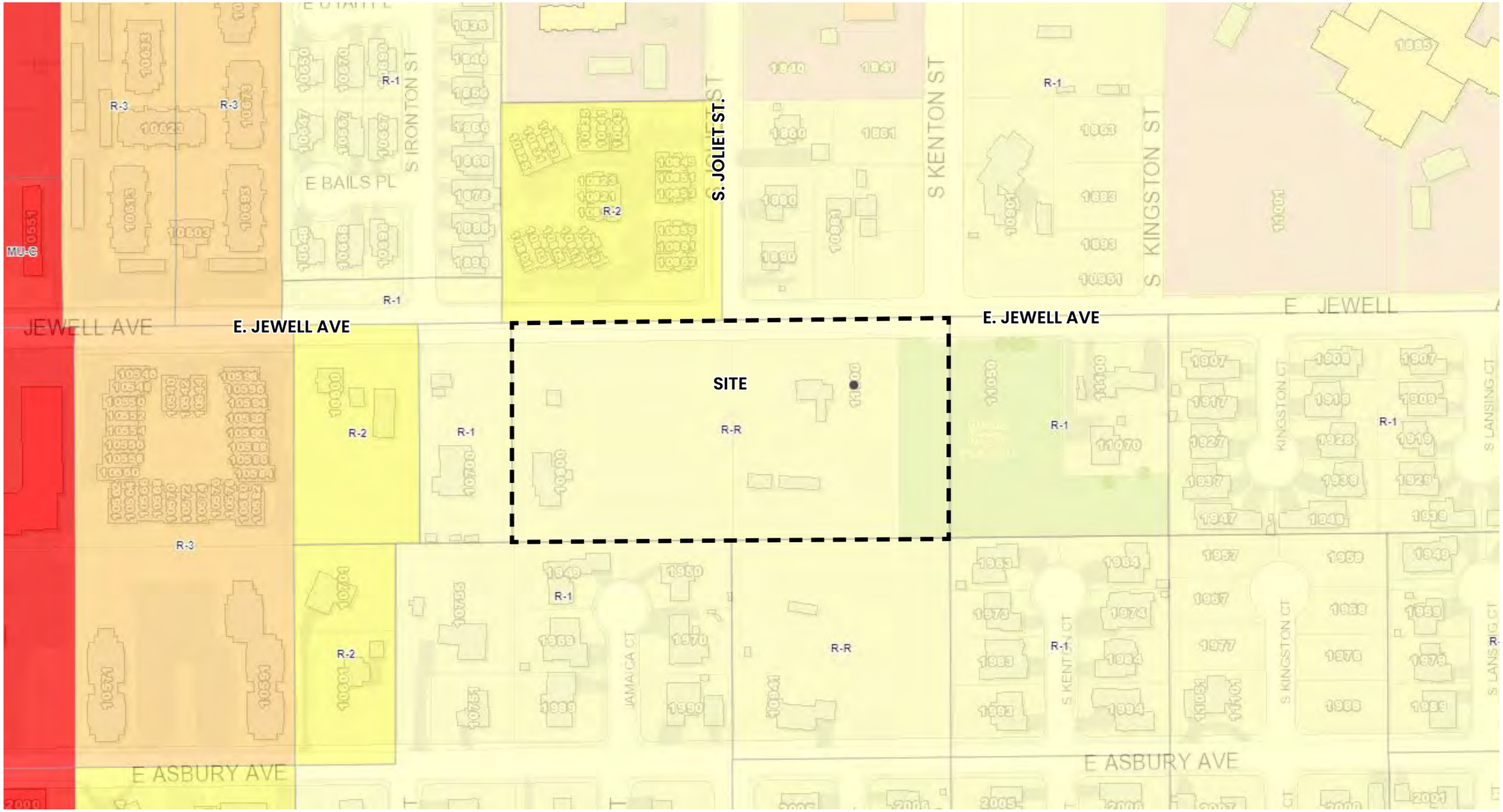

COLORADO LICENSED SAMUEL L. GALLUCCI III 38584 PROFESSIONAL LAND SURVEYOR 01/15/25

THE ABOVE DESCRIBED PARCEL CONTAINS 174,012 SQUARE FEET (3.995 ACRES), MORE OR LESS

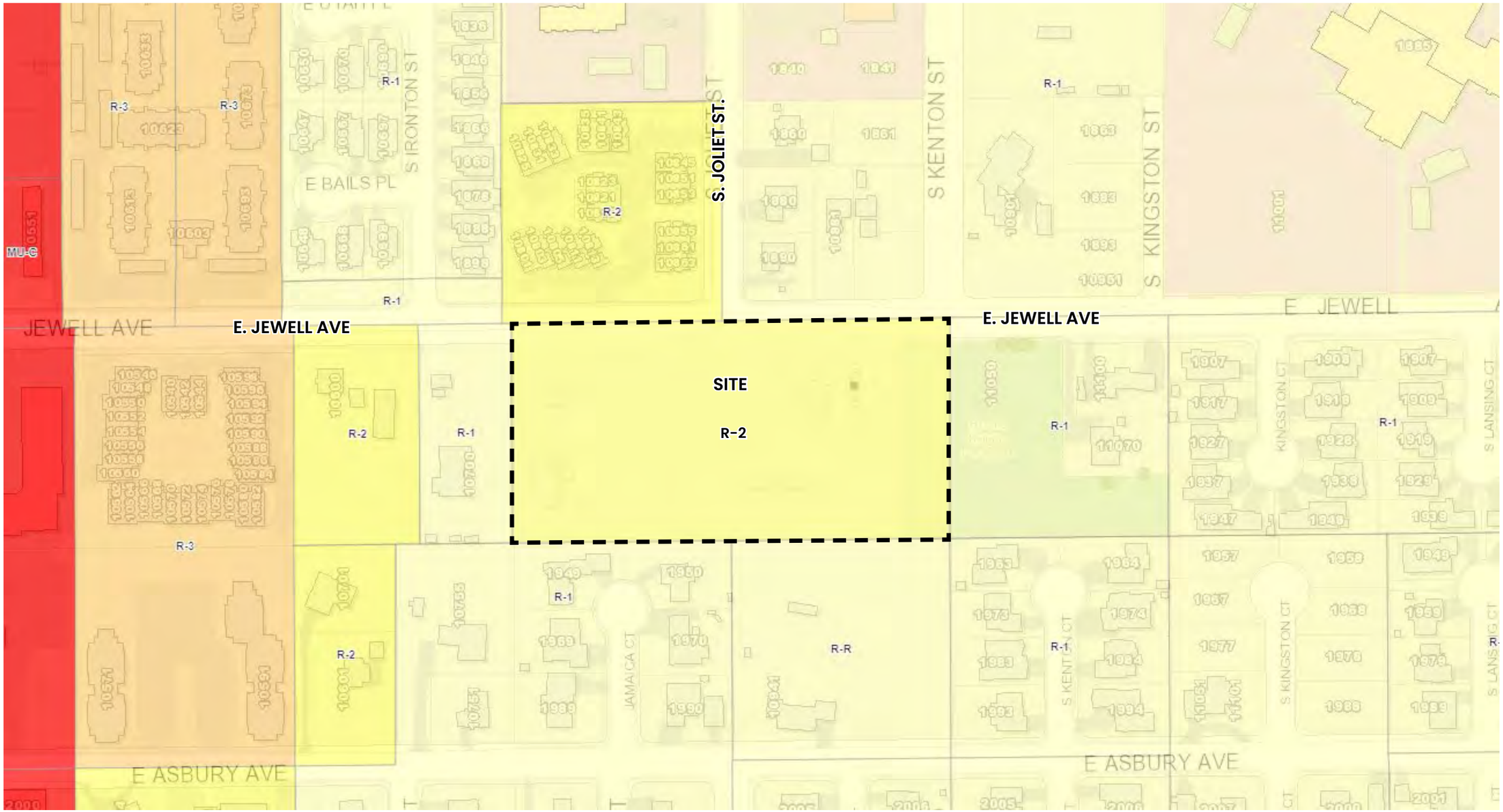
| CITY OF AURORA, COLORADO | | |
|---|---|---|
| DRAWN BY: SLG3 | SCALE: 1"=100' | R.O.W. FILE NO. |
| CHECKED BY: JTH | DATE: 01/15/25 | JOB NO.: 13298 |

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

# Urban Cottages Jewell – Zoning Map Amendment

**Project No: DA-2309-00**

**Public Hearing**

**Aurora City Council**

**December 15, 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

# Background and Update

- **Planning and Zoning Commission** - January 8, 2025, **Site Plan** tabled, and **Zoning Map Amendment** advanced to City Council.

- **City Council** - January 27, 2025, **Zoning Map Amendment** continued to March 10, 2025.

- **Neighborhood Meeting** - March 3, 2025, Applicant held a virtual neighborhood meeting per the recommendation of the Planning & Zoning Commission and staff.

- **City Council – Zoning Map Amendment** continued to March 10, 24, May 5, and July 14, 2025.
- **City Council – Zoning Map Amendment** continued to September 22, and November 17, 2025.

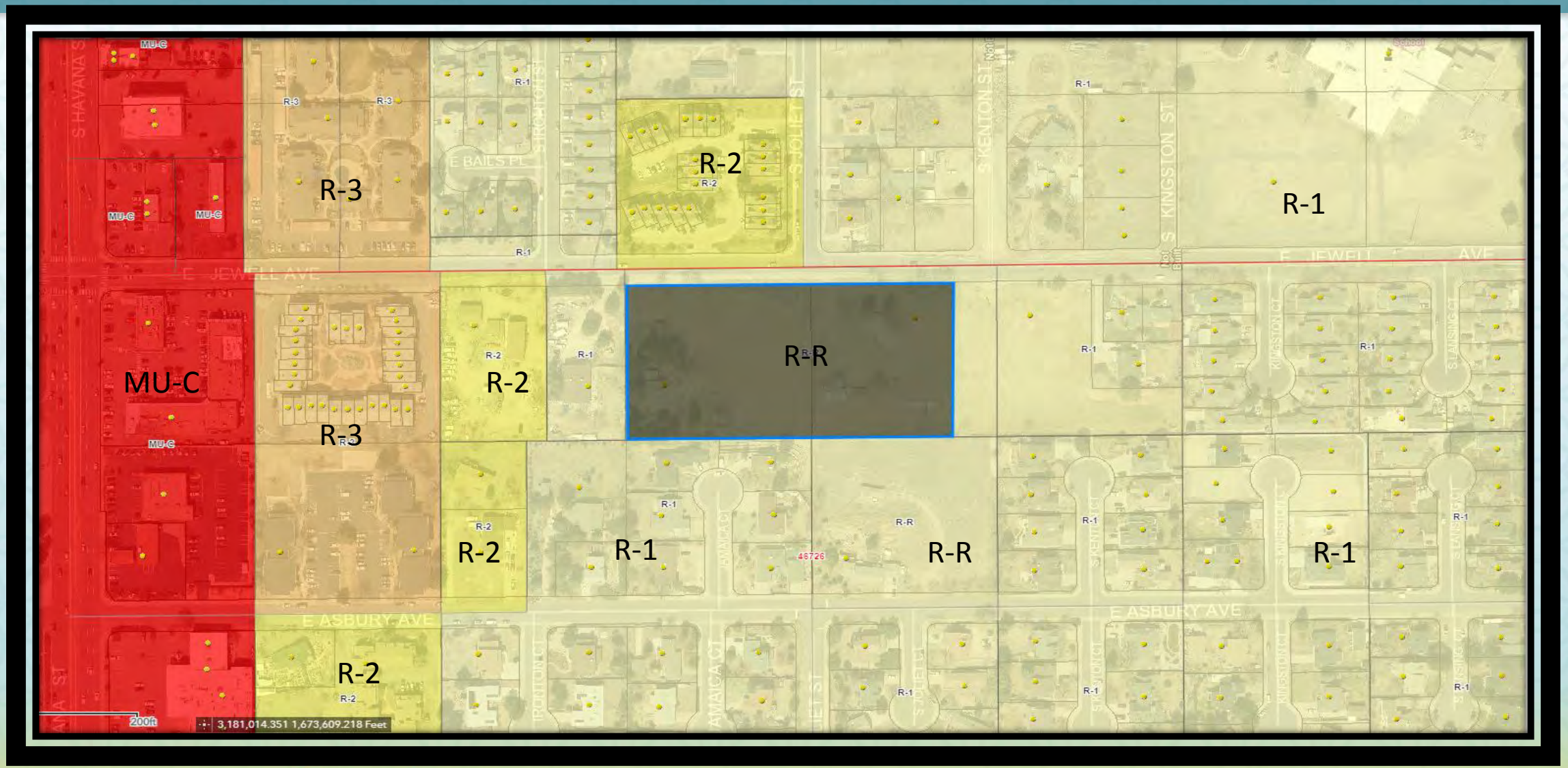
- **Planning and Zoning Commission - Site Plan** approved on September 24th, 2025.

- **City Council - Zoning Map Amendment** continued to December 15, 2025.

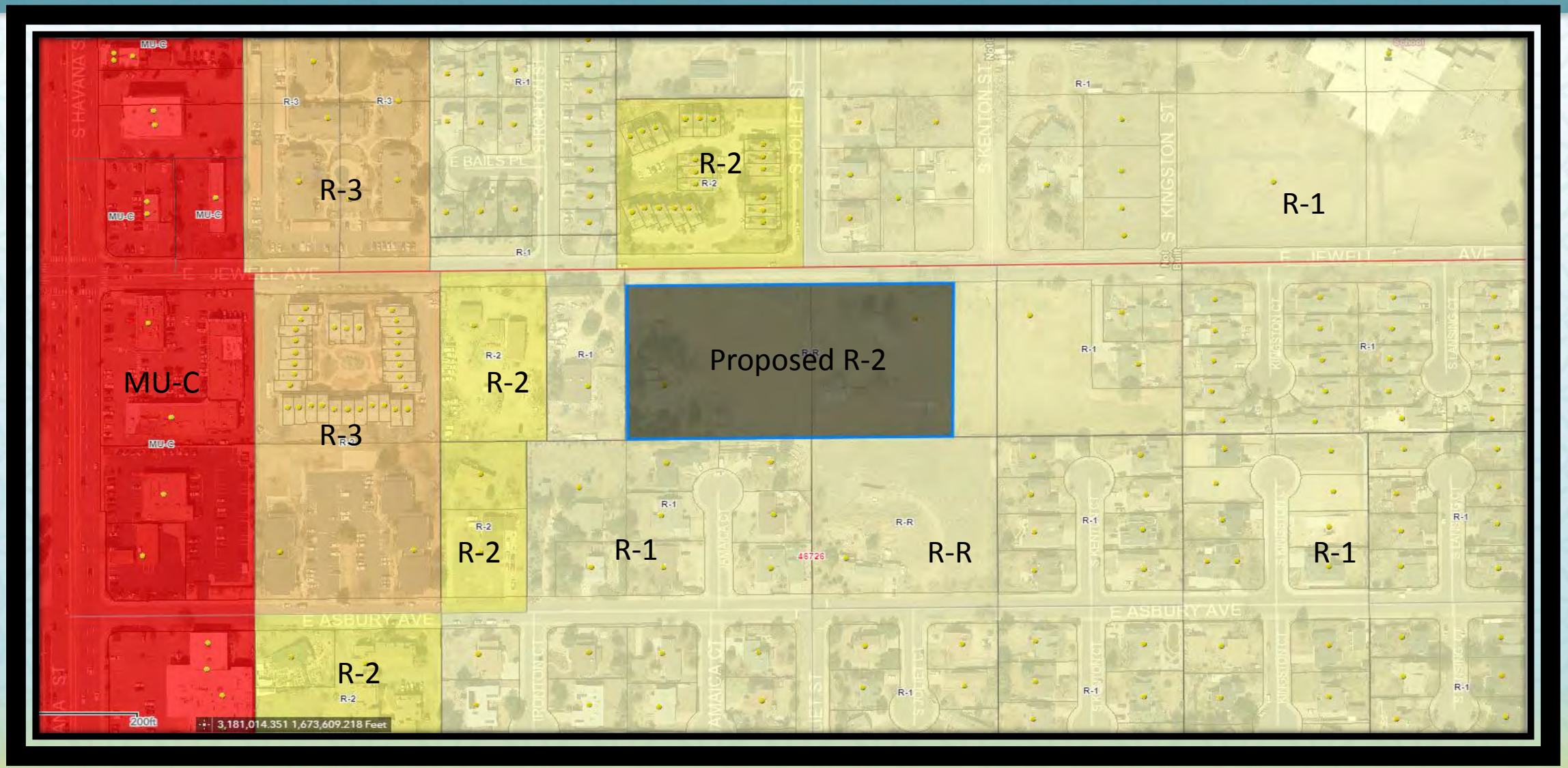
# AERIAL MAP



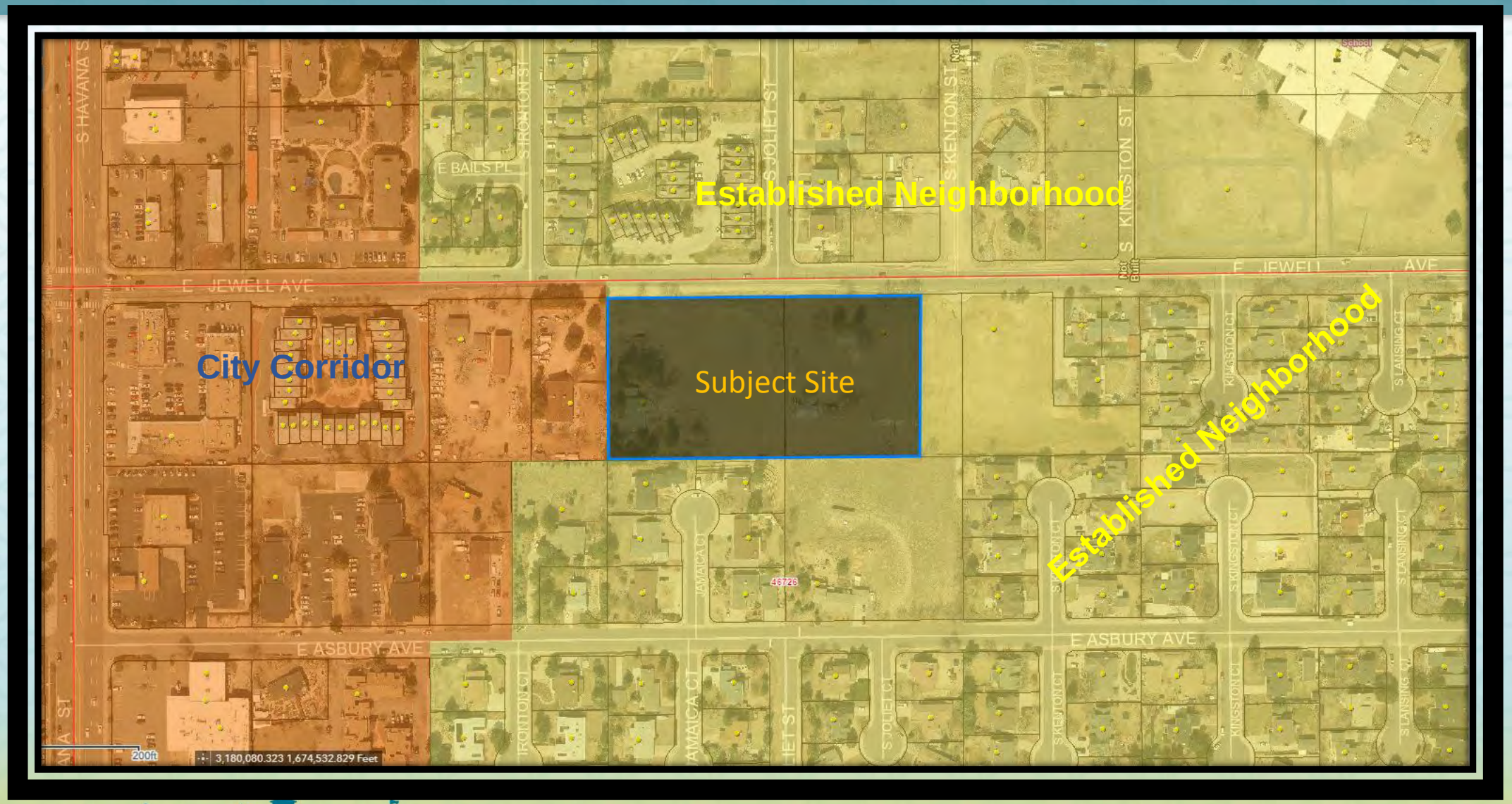
# ZONING MAP AMENDMENT (Existing Zoning)



# 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*

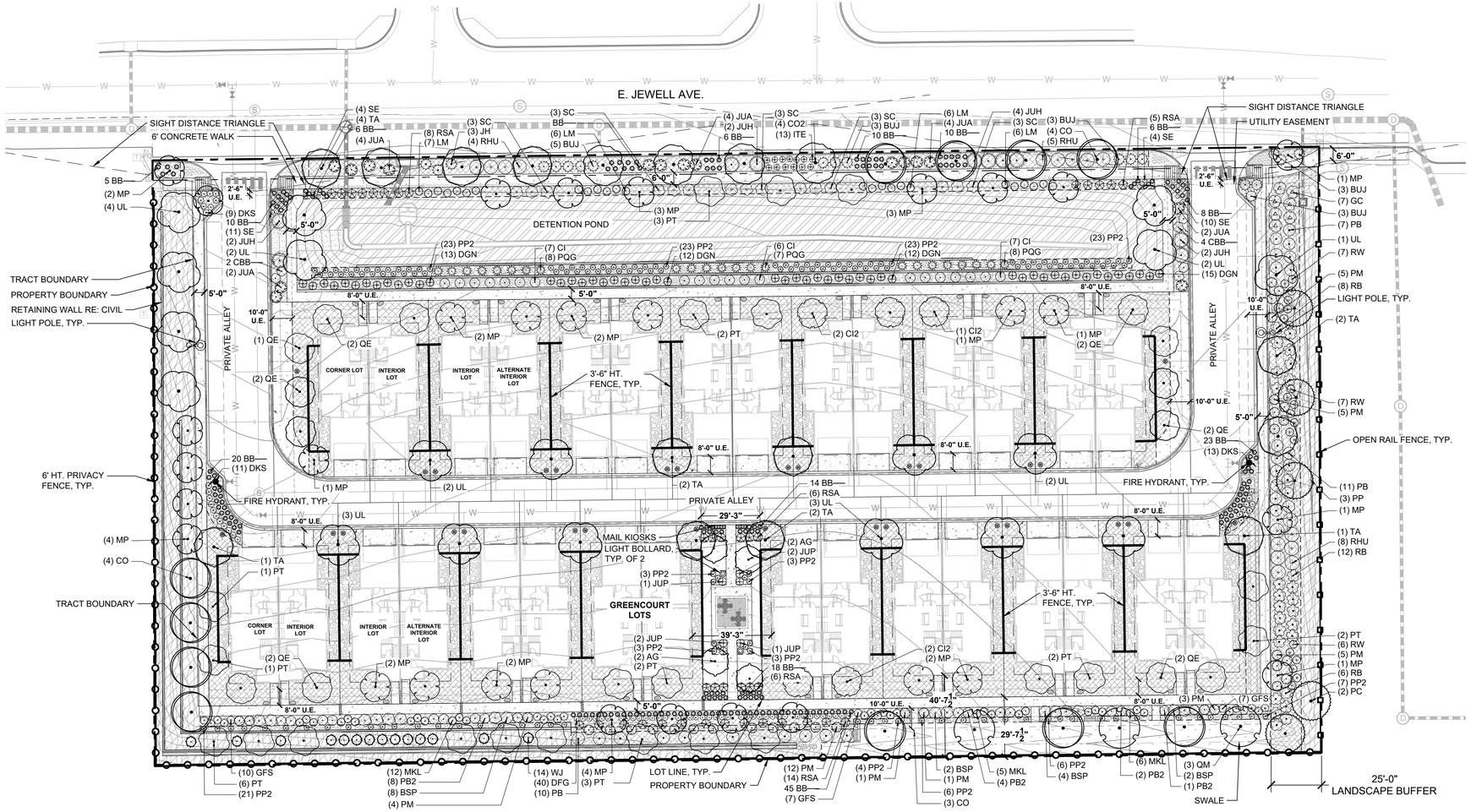
*2)The change to the Zoning Map is required because of changed conditions or circumstances on the property or in the surrounding area and:*

- *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.*

# URBAN COTTAGES JEWELL

## SITE PLAN WITH ADJUSTMENTS

PLOT 4 AND A PORTION OF PLOT 5, MALONE SUBDIVISION LOCATED IN THE
NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 4 SOUTH, RANGE 67 WEST,
6TH PRINCIPAL MERIDIAN CITY OF AURORA, COUNTY OF ARAPAHOE, STATE OF COLORADO




1 LANDSCAPE PLAN
Scale: 1"= 30'-0"

SCALE: 1"=30'
0 15 30 60 90

## LANDSCAPE CALCULATIONS

| Residential Yard Landscape- Each Lot (Typ.) | | | | |
|---|---|---|---|---|
| *Area* | *Requirement* | *Required* | *Provided* | *Type* |
| Front Yard (Each) | (1 tree) | 30 | 30 | Trees |

| Street Frontage Requirement - Curbside | | | | | | |
|---|---|---|---|---|---|---|
| *Streets* | *Calc* | *Unit* | *Requirement* | *Required* | *Provided* | *Type* |
| E. Jewell Ave. | 515 | LF | (1 Tree per 40 LF) | 13 | 14 | Trees |
| | 3,887 | SF | (1 Shrub per 40 SF) | 97 | 97 | Shrubs |
| **Street Tree Requirement - Internal Private Street** | | | | | | |
| Internal Private Drive | 768 | LF | (1 Tree per 40 LF both sides) | 38 | 38 | Trees |

***Note:***
** Per section 146-4.7.5 - Street trees required 1 tree/ 40 linear feet and 1 shrub per 40 s.f. of curbside landscape.*

| 25' Special Landscape Buffer (East Edge) | | | | | |
|---|---|---|---|---|---|
| *Area* | *Length L.F.* | *Requirement* | *Required* | *Provided* | *Type* |
| East Edge | 300 | (1 Tree per 30 LF) | 10 | 10 | Trees |
| | | (10 Shrubs per 30 LF) | 100 | 100 | Shrubs |

| Private Open Common Space/ Tract Landscaping | | | | | |
|---|---|---|---|---|---|
| *Area* | *Square Footage* | *Requirement* | *Required* | *Provided* | *Type* |
| Southwest | 22,285 | (1 tree per 4,000 SF) | 6 | 33 | Trees |
| | | (10 Shrubs per 4,000 SF) | 56 | 166 | Shrubs |

***Note:*** ** Private open space required by section 146-4.7.5.I.*
** Ornamental grasses were provided at 3 grasses for 1 shrub plant*

| Detention, Retention, Water Quality Ponds Landscaping | | | | | |
|---|---|---|---|---|---|
| *Area* | *Square Footage* | *Requirement* | *Required* | *Provided* | *Type* |
| Detention Pond | 21,925 | (1 tree per 4,000 SF) | 5 | 9 | Trees |
| | | (10 Shrubs per 4,000 SF) | 55 | 217 | Shrubs |

**Note:** *Area is caclulated from 100-Year floodplain to top of detention basin per the city of Aurora UDO

**NOTE:**
- ALL TREE COUNTS ARE INCLUDED IN THE OVERALL PLANT SCHEDULE.
- CONTRACTOR TO USE THE TYPICAL PLAN DRAWINGS/ TYPICAL PLANT SCHEDULES TO DETERMINE QUANTITIES FOR THE REST OF THE ON-SITE LOTS ON SHEETS 14 AND 15.
- CONTRACTOR TO MEET ALL LANDSCAPE REQUIREMENTS PER CITY OF AURORA UDO.

## LEGEND

- PROPERTY LINE
- EXISTING GRADE
- PROPOSED GRADING
- 3'-6" HT. FENCE
- OPEN RAIL FENCE
- 6' HT. PRIVACY FENCE
- STEEL EDGING
- DECIDUOUS TREES
- EVERGREEN TREES
- ORNAMENTAL TREES
- SHRUBS
- ORNAMENTAL GRASSES
- 2"-3" ROCK MULCH
- CRUSHER FINES
- UPLAND NATIVE SEED
- WETLAND NATIVE SEED
- SHREDDED BROWN MULCH
- TALL FESCUE 80/20 BLEND
- 3' BOULDER

CAGE CIVIL ENGINEERING
pcs group

| REV. NO. | DESCRIPTION | DATE |
|---|---|---|
| | 2ND SUBMITTAL | 08/02/22 |
| | 3RD SUBMITTAL | 06/12/24 |
| | 4TH SUBMITTAL | 08/27/24 |
| | 5TH SUBMITTAL | 11/11/24 |
| | 5TH SUBMITTAL - UPDATED | 12/11/24 |
| | 6TH SUBMITTAL | 04/11/25 |
| | 7TH SUBMITTAL | 07/17/25 |

URBAN COTTAGES, LLC
URBAN COTTAGES - JEWELL
LANDSCAPE PLAN
E JEWELL AVE
AURORA, CO

PROJ NO: 210204
ENG : AG, MLH
DATE : 06/12/2024

SHEET NUMBER
13

NOT FOR CONSTRUCTION

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;

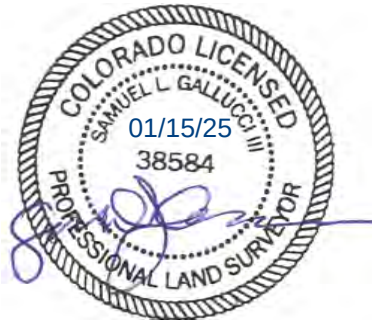
COMMENCING AT SAID NORTHWEST CORNER OF SECTION 26; THENCE ALONG SAID NORTH LINE OF THE NORTHWEST QUARTER, NORTH 89°20'02" EAST, A DISTANCE OF 984.93 FEET; THENCE SOUTH 00°11'48" EAST, A DISTANCE OF 30.00 FEET TO THE NORTHWEST CORNER OF SAID PLOT FOUR (4), ALSO BEING THE POINT OF BEGINNING;

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.

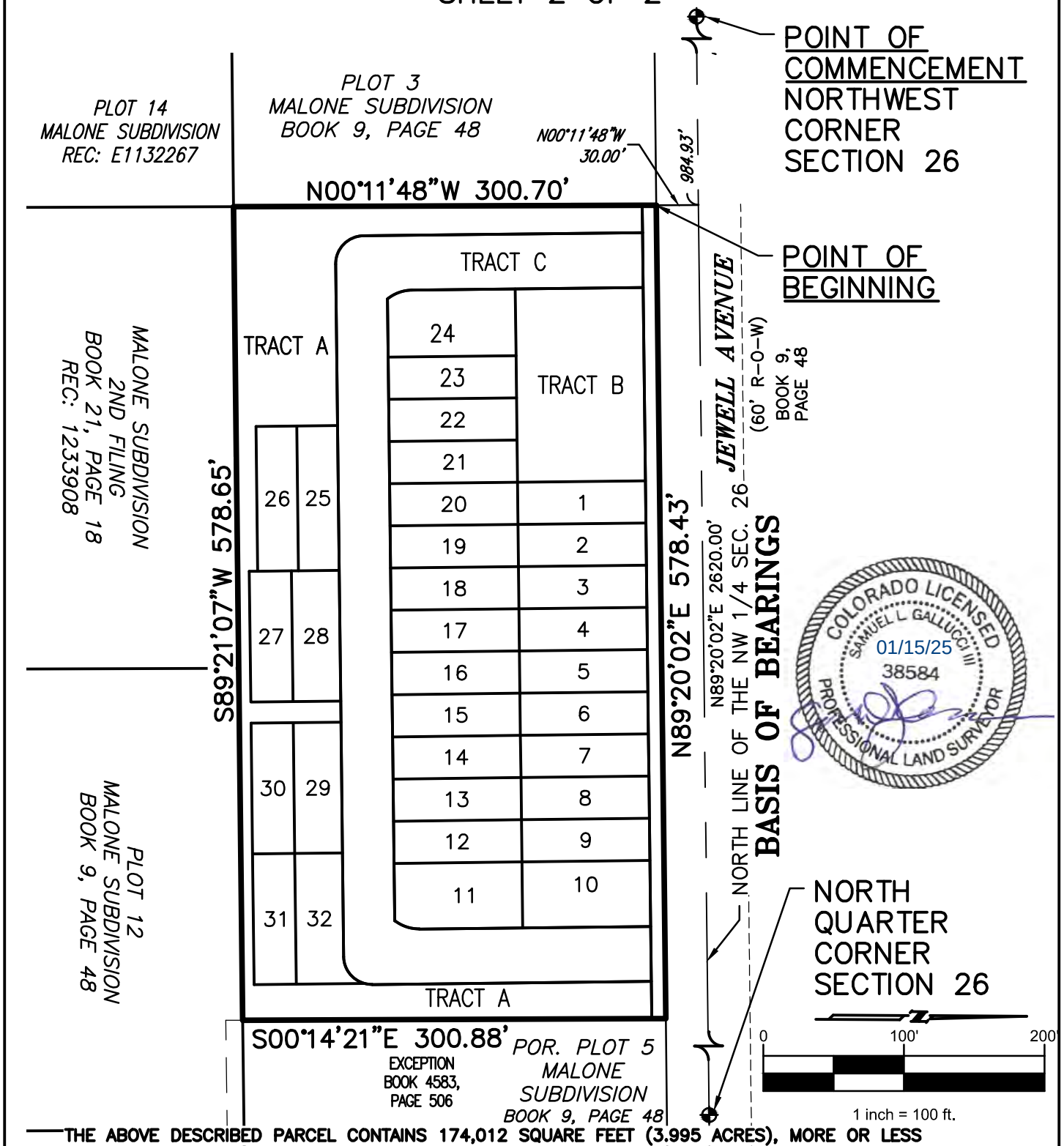



SAMUEL L. GALLUCCI III, PLS 38584
FOR AND ON BEHALF OF
EMK CONSULTANTS, INC.

ILLUSTRATION FOR

# EXHIBIT A

SHEET 2 OF 2




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

**From:** Zapata, Cecilia
**To:** CouncilAgenda
**Subject:** FW: A neighborhood presentation regarding Case # 1984-2057-02 for Zoning Map Amendment from R-R to R-2 on E Jewell Ave
**Date:** Tuesday, March 25, 2025 8:00:57 AM
**Attachments:** A Neighborhood Presentation Opposing UCJ.pdf
image001.png

---

Hello,

Here's another email for Urban Cottages. Thank you.

Cecilia Zapata, CMC
Deputy City Clerk
City Clerk's Office | City of Aurora
*office* 303-739-7787

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Respect • Professionalism

---

**From:** Rabbaa, Rachid [redacted]
**Sent:** Monday, March 24, 2025 11:11 AM
**To:** Rodriguez, Kadee [redacted]; Zapata, Cecilia [redacted]
**Cc:** Rodriguez, Stephen E [redacted]
**Subject:** FW: A neighborhood presentation regarding Case # 1984-2057-02 for Zoning Map Amendment from R-R to R-2 on E Jewell Ave

Urban Cottages - This one too. Please

---

**From:** Shayna Shabatura [redacted]
**Sent:** Friday, March 21, 2025 9:11 AM
**To:** Coffman, Michael [redacted]; Batchelor, Jason [redacted] Murillo, Crystal [redacted]; Sundberg, Steve [redacted] Medina, Ruben [redacted] Hancock, Stephanie [redacted] Lawson, Angela [redacted] Bergan, Francoise [redacted] Coombs, Alison [redacted]; Gardner, Curtis [redacted]; Jurinsky, Danielle [redacted] Kassaw, Amsalu [redacted]
**Subject:** A neighborhood presentation regarding Case # 1984-2057-02 for Zoning Map Amendment from R-R to R-2 on E Jewell Ave

**This Message Is From an External Sender**
This message came from outside your organization.
Report Suspicious

Dear Mayor Coffman and Aurora City Council members,

My name is Shayna Shabatura and I spoke at the most recent City Council meeting, opposing the rezoning request by Urban Cottages, LLC to upzone from R-R to R-2 on a small site on E Jewell Ave for Item 11a on the agenda for the 3/24 City Council Meeting.

As I mentioned in my previous email with the petition (sent moments ago), attached is a detailed presentation regarding the opposition to the rezoning. Please give the appropriate weight to these arguments.

Thank you,
Shayna Shabatura

**From:** Zapata, Cecilia
**To:** CouncilAgenda
**Subject:** FW: Documents for City Council
**Date:** Tuesday, March 25, 2025 8:02:42 AM
**Attachments:** image001.png
A Neighborhood Presentation Opposing UCJ.pdf
A Neighborhood Presentation Opposing UCJ.pdf
image001.png

---

Third email. The attachments may be the same. If so, you can just attach them once. Thank you.

Cecilia Zapata, CMC
Deputy City Clerk
City Clerk's Office | City of Aurora
*office* 303-739-7787

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**From:** Rabbaa, Rachid [redacted]
**Sent:** Monday, March 24, 2025 11:14 AM
**To:** Rodriguez, Kadee [redacted] Zapata, Cecilia [redacted]
**Cc:** Rodriguez, Stephen E [redacted]
**Subject:** FW: Documents for City Council

Urban Cottages - And this one too. I am requesting all the three emails with the attachments to be entered into the record.

Thank you so much!
Rachid Rabbaa

---

**From:** Shayna Shabatura [redacted]
**Sent:** Friday, March 21, 2025 2:57 PM
**To:** Rabbaa, Rachid [redacted]
**Cc:** AOL.MAIL [redacted] Rodriguez, Stephen E [redacted]
McClelland, Lena [redacted] Rustad, Jeannine [redacted]
**Subject:** Re: Documents for City Council

**This Message Is From an External Sender**
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Hey there Rachid,
Welcome to the end of the week, and happy Friday.
Earlier today, you were copied on 2 emails from me to City Council Committee Members

with visual attachments - both PDFS are attached here as well.
Councilwoman Bergan replied, “Our City Attorney has reminded me that it is not appropriate for a council member to receive information or other evidence outside of the Public Hearing process when the City Council is acting in its quasi-judicial function. As such, I invite you to attend the City Council meeting and present the information and testimony you would like Council to consider when making its decision.”

I am in Minnesota next week, so I need an alternative option. My husband Kyle will be in attendance, but I need an alternative option to submit my visuals. If I sign up to speak, can another individual play a video of me presenting this information? Could you play the video? If you were in my shoes, what would you do?

My end goal - my ultimate hope - is for the City Council members to review these PDF documents during their rigorous assessment of the site and the Case(s). Please let me know of any alternatives to a physical presence at the City Council meeting and I would appreciate confirmation once these documents/images have been uploaded to the Case files.

Hope your weekend ahead is lovely.

Anyone on the internet with the link can safely view the PDF document link to the Petition here:
https://drive.google.com/file/d/1Jc_lxFIEDy012m61z-L0nXOT5OkRw-_T/view?usp=sharing

Shayna

On Mon, Mar 17, 2025 at 8:29 PM Rabbaa, Rachid [redacted] wrote:

> Happy St. Patrick's Day to you too!
>
> I haven't received any information from Urban Cottages yet.
>
> Best,
> Rachid
>
> ---
>
> **From:** Shayna Shabatura [redacted]
> **Sent:** Monday, March 17, 2025 12:33 PM
> **To:** Rabbaa, Rachid [redacted]
> **Cc:** AOL.MAIL [redacted] Rodriguez, Stephen E [redacted]

McClelland, Lena [redacted]; Rustad, Jeannine [redacted]
**Subject:** Re: Documents for City Council

Happy St. Patrick's Day Rachid,
At this time, we do not have any updates. Has Urban Cottages shared with you their 4th revised site plan or any of the engineering studies/plans/reviews?

Thank you,
Shayna

On Mon, Mar 17, 2025 at 10:21 AM Rabbaa, Rachid [redacted] wrote:

> Good morning Shayna and Gary,
>
> Do you have any updates on the documentation you plan to provide to staff before the upcoming City Council hearing ?
>
> Thank you,
>
> Rachid Rabbaa
> Planner III
> Planning and Business Development | City of Aurora
> *office 303-739-7541 email* [redacted]
>
> THE CORE Respect Integrity Professionalism Customer Service LIVE IT EVERY DAY
>
> Facebook | Twitter | Instagram | Nextdoor | AuroraTV.org

**From:** Zapata, Cecilia
**To:** CouncilAgenda
**Subject:** FW: Petition Opposing Urban Cottages Jewell
**Date:** Tuesday, March 25, 2025 8:00:05 AM
**Attachments:** image001.png

---

Hi Jocelyn,

Can you make sure the attached map and the email below are added as back up to the Urban Cottages item that was continued to May. You may already know, but anytime emails are added as backup, we must redact the email addresses.

I'll be sending over a couple more emails over for the same item. Thank you.

Cecilia Zapata, CMC
Deputy City Clerk
City Clerk's Office | City of Aurora
*office* 303-739-7787

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**From:** Rabbaa, Rachid [redacted]
**Sent:** Monday, March 24, 2025 11:10 AM
**To:** Rodriguez, Kadee [redacted] Zapata, Cecilia [redacted]
**Cc:** Rodriguez, Stephen E [redacted]
**Subject:** FW: Petition Opposing Urban Cottages Jewell

Good morning Kadee,

Regarding the Urban Cottage project, please ensure this information is entered into the record. I will be asking for it to be recorded during my update this evening.

Thank you,
Rachid

---

**From:** Shayna Shabatura [redacted]
**Sent:** Friday, March 21, 2025 9:10 AM
**To:** Coffman, Michael [redacted] Batchelor, Jason [redacted] Murillo, Crystal [redacted]; Sundberg, Steve [redacted] Medina, Ruben [redacted] Hancock, Stephanie [redacted] Lawson, Angela [redacted] Bergan, Francoise [redacted] Coombs, Alison [redacted] Gardner, Curtis [redacted] Jurinsky, Danielle [redacted] Kassaw, Amsalu [redacted]
**Subject:** Petition Opposing Urban Cottages Jewell

**This Message Is From an External Sender**
This message came from outside your organization.
Report Suspicious

Dear Aurora City Council members,

My name is Shayna Shabatura and I spoke at the most recent City Council meeting, opposing the rezoning request by Urban Cottages, LLC to upzone from R-R to R-2 on a small site on E Jewell Ave, across from 3 educational facilities and next to Havana Heights Retention Pond Park. More specifically, Case # 1984-2057-02 and subsequent Case # 2022-4026-00 (site plan).

I am following up on my email from January 27, with the subject, "Time Sensitive PETITION for 1/27 City Council Meeting."
Anyone on the internet with the link can view the PDF document via Google Drive: https://drive.google.com/file/d/1GSivZZ-PQ2ZHhSADx5HuL1VZ6GhZY_1P/view?usp=drive_link

Attached is a visual representation of the neighborhood households who signed the petition. n=96 homes. *A modified version of this slide will appear in a presentation, which will be emailed separately.*

Please give appropriate weight to the opinion of the neighborhood. Thank you and hope your weekend ahead is the one you deserve.

Sincerely,
Shayna Shabatura

# A neighborhood presentation to the Aurora City Council Members regarding Case # 1984-2057-02 Zoning Map Amendment from R-R to R-2 on E Jewell Ave

March 2025

# OVERVIEW

- ❑ Parcel information
- ❑ Reason #1: Rezoning this parcel to R-2 will NOT match the neighborhood
- ❑ Reason #2: Our Petition
- ❑ Reason #3: Site and Perimeter Constraints
- ❑ Reason #4: More information is needed
- ❑ R-2 is a terrible fit; Support R-1 instead

# Parcel information

- South of the intersection of E Jewell Ave and S Joliet St
- 10800 E Jewell Ave → Parcel ID 1973-26-2-01-014 -AND- 11000 E Jewell Ave → Parcel ID 1973-26-2-01-037
- The parcel is at the northern perimeter of the Havana Heights neighborhood, opposite the Village East neighborhood and 3 youth educational facilities (next slides)



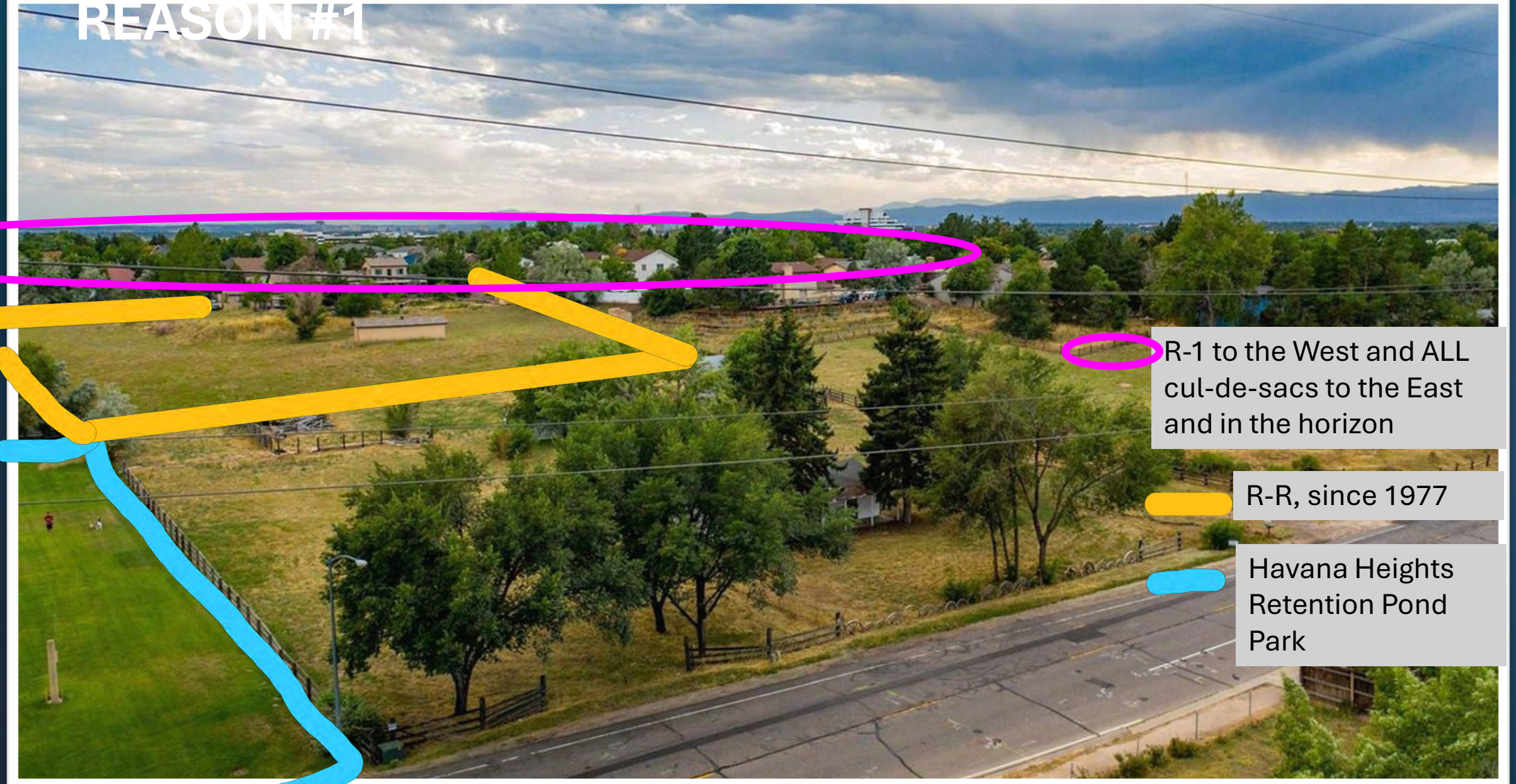
## REASON #1

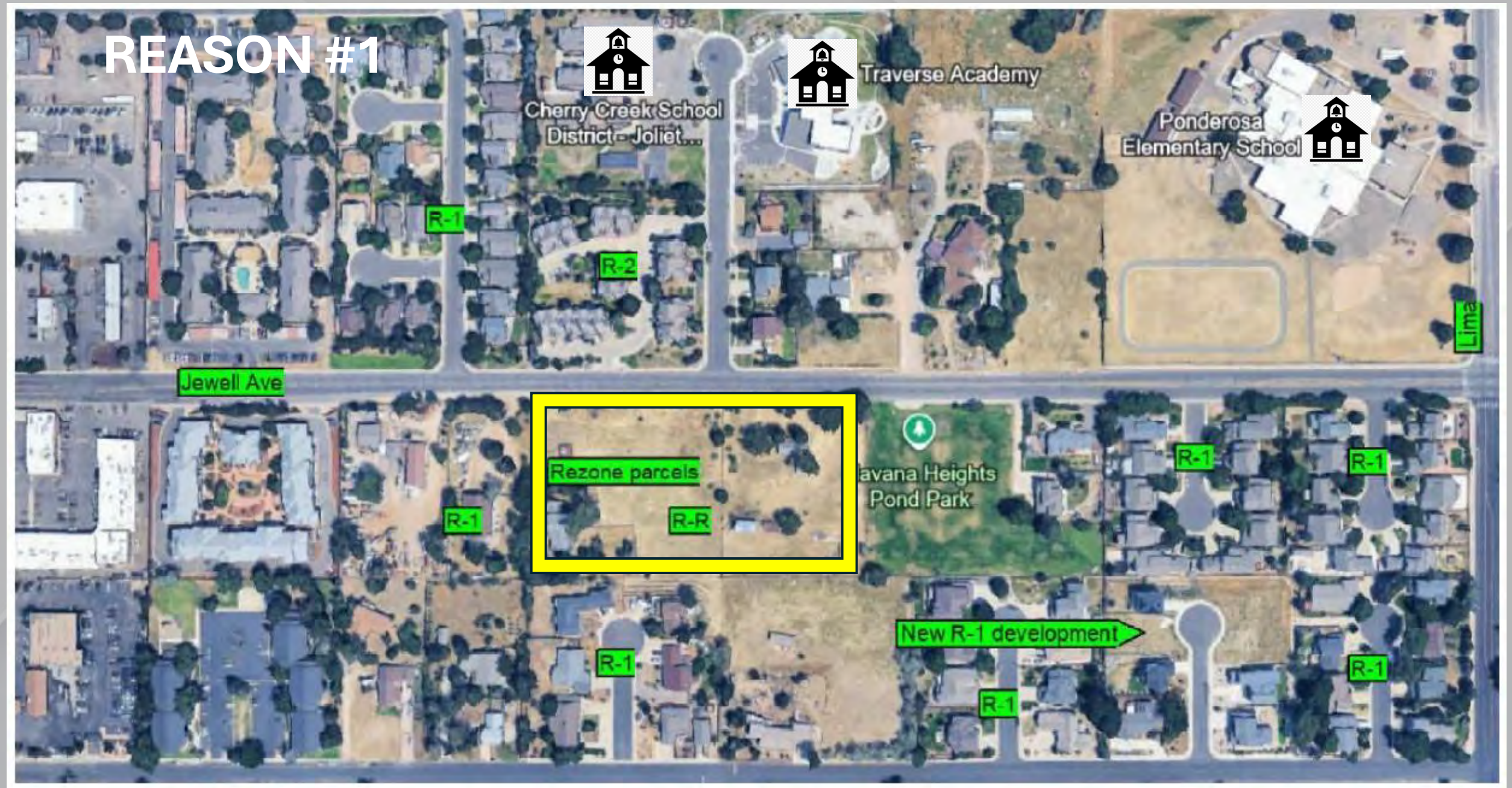
# Rezoning this parcel to R-2 will NOT match the neighborhood

The Havana Heights neighborhood is primarily R-R or R-1 with a cul-de-sac neighborhood, including the Habitat for Humanity Mountain View Community that's still under construction (pictured right)

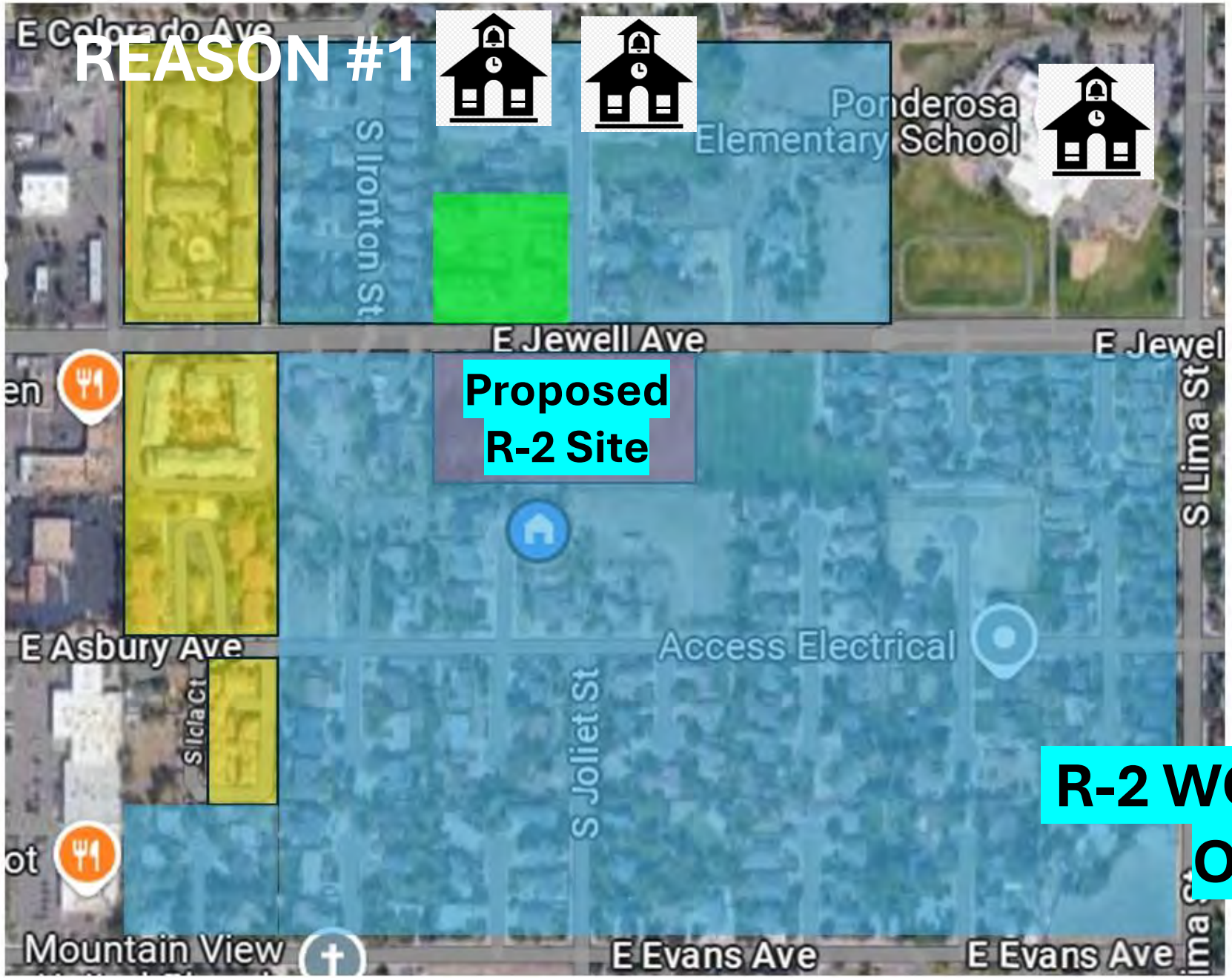


# REASON #1


R-1 to the West and ALL cul-de-sacs to the East and in the horizon
R-R, since 1977
Havana Heights Retention Pond Park


REASON #1
Cherry Creek School District - Joliet...
Traverse Academy
Ponderosa Elementary School
Lima
Jewell Ave
R-1
R-2
Rezone parcels
R-R
avana Heights Pond Park
New R-1 development

# REASON #1




Cul de Sac and/or R-1

Apartment

Multi story townhomes

Youth Educational Facility

**R-2 WOULD BE GROSSLY OUT OF PLACE**

## REASON #1 SUMMARY

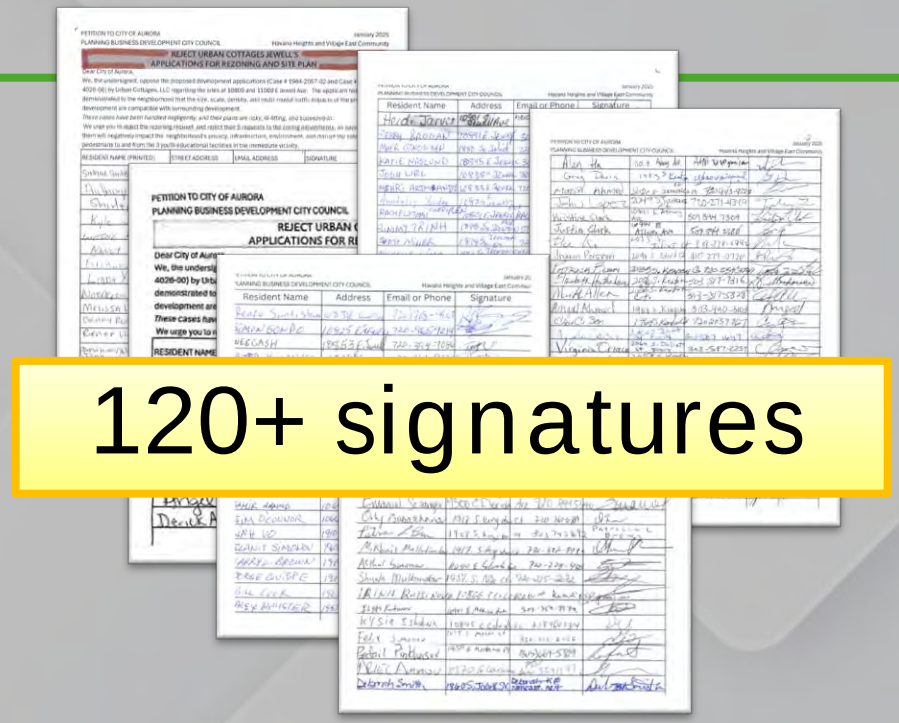
# Rezoning this parcel to R-2 will NOT match the neighborhood

- Urban Cottages has admitted that their vision is not a match, using “transition” as the key word
- In addition to cul-de-sac design, there are 3 immediate youth educational facilities and a retention pond park which would contrast with R-2
- Urban Cottages has excused themselves from providing any add-ons, or “microelements”, using their in-fill status and constraints of the site as reasons
- The area is already under traffic stress with no effective traffic calming measures or policing of speeding violations because E Jewell is a hospital and school route

## REASON #2

# Our Petition

*"We, the undersigned, oppose the proposed development applications (Case # 1984-2057-02 and Case # 2022-4026-00) by Urban Cottages, LLC regarding the sites at 10800 and 11000 E Jewell Ave. The applicant has NOT demonstrated to the neighborhood that the size, scale, density, and multi-modal traffic impacts of the proposed development are compatible with surrounding development.*
*These cases have been handled negligently, and their plans are risky, ill-fitting, and squeezed-in.*
*We urge you to reject the rezoning request."*




120+ signatures

**Anyone on the internet with the link can view the PDF document:**

https://drive.google.com/file/d/1Jc_lxFIEDy012m61z-L0nXOT5OkRw-_T/view?usp=sharing

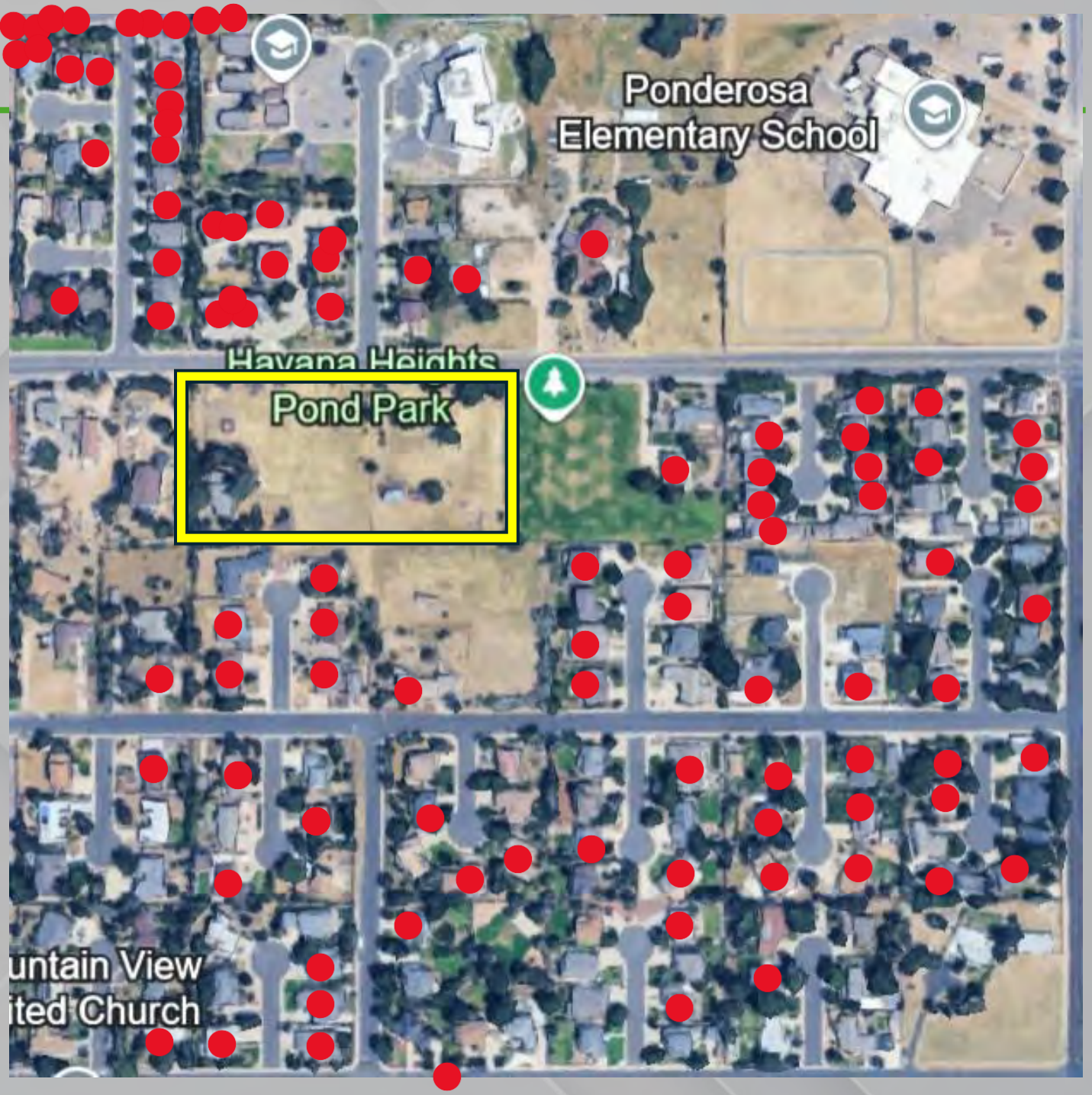
**REASON #2**

# Our Petition

Visual representation of the neighborhood Petition signatures against R-2 zoning surrounding the parcel (yellow box)

Each **red dot** represents one household signed

- n= 96



# REASON #3

# Site and Perimeter Constraints

- Perimeter property #1 of 3 (pictured right): 1950 S Jamaica Ct
  - 16-20 ft. drop
  - Significant investment in retaining walls
- Non-migratory red-tailed hawk habitat
- Unique and complex topography
- Too small for R-2 / in-fill project
- *Key words used by the Urban Cottages team during Q&As include*, "**squeezed-in**", "atypical", "drainage at nauseam", and "**limited**"
  - Upwards of a 40% grade and 20% slope (source: Preliminary Drainage Report)
  - Part of Havana Heights Drainage Basin



# REASON #4

# More information is needed

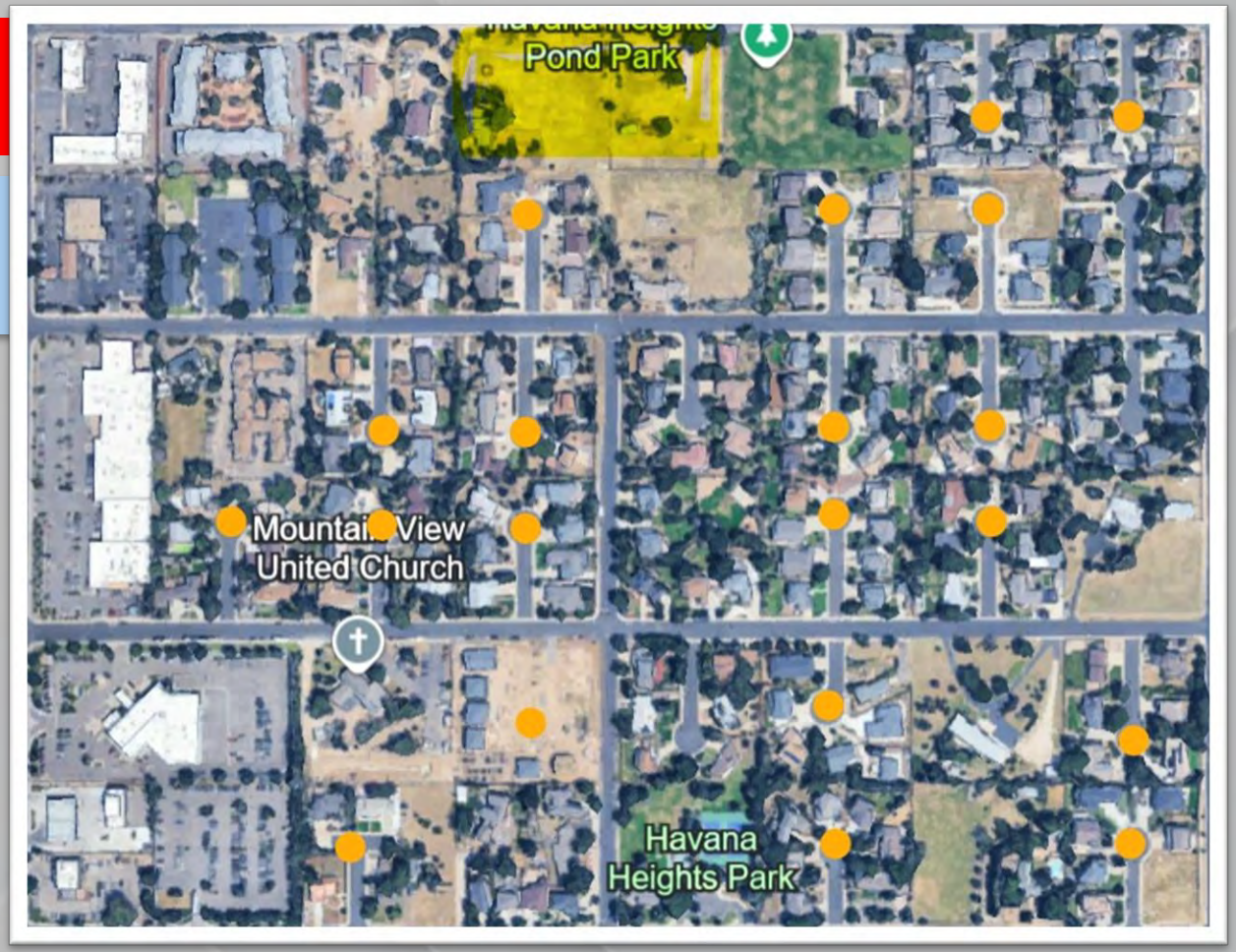
- The expectation is for City Staff to provide ethical due diligence – to thoroughly review, carefully examine, and provide rigorous assessment before deciding, but these cases are seriously flawed enough to plant the idea seed that this separated and out-of-touch project is smoke-and-mirrors, *just* to approve the R-2 rezoning
- Improve the opportunity for success on this wonderfully unique and challenging parcel
  - It really is in an ideal neighborhood, with the local church referencing their property as **God's Backyard** (Source: https://sentinelcolorado.com/metro/aurora-church-turns-vacant-gods-backyard-land-into-affordable-housing/ )
  - Reduce the chances of this project going South – Urban Cottages is not ready!
  - Urban Cottages has been neglecting vital information that was provided to them about the area at the beginning of the project
- A great deal about their project is **undecided** and **unspecified**
  - *How can a decision be made when City Staff and the neighborhood have incomplete or missing information?*
  - No builder or engineer is under contract
  - Not able to commit to a site plan
  - Original proposal was for 38 units with 5 zoning adjustment requests
  - City staff expressed concern and confusion about definitions of zoning, density, and visiting the parcel

# R-2 IS A TERRIBLE FIT

## *Support R-1 instead*

*Please, at minimum, discuss bumping it back to the Planning and Business Development Board to pair this rezoning request with Urban Cottage's 3rd revised site plan.*

*This would allow the Urban Cottages team time to assemble and produce up-to-date paperwork, to be reviewed with their site plan and zoning adjustment requests.*




Pictured above is the Havana Heights neighborhood with each gold dot representing one cul de sac

● n = TWENTY CUL-DE-SACS

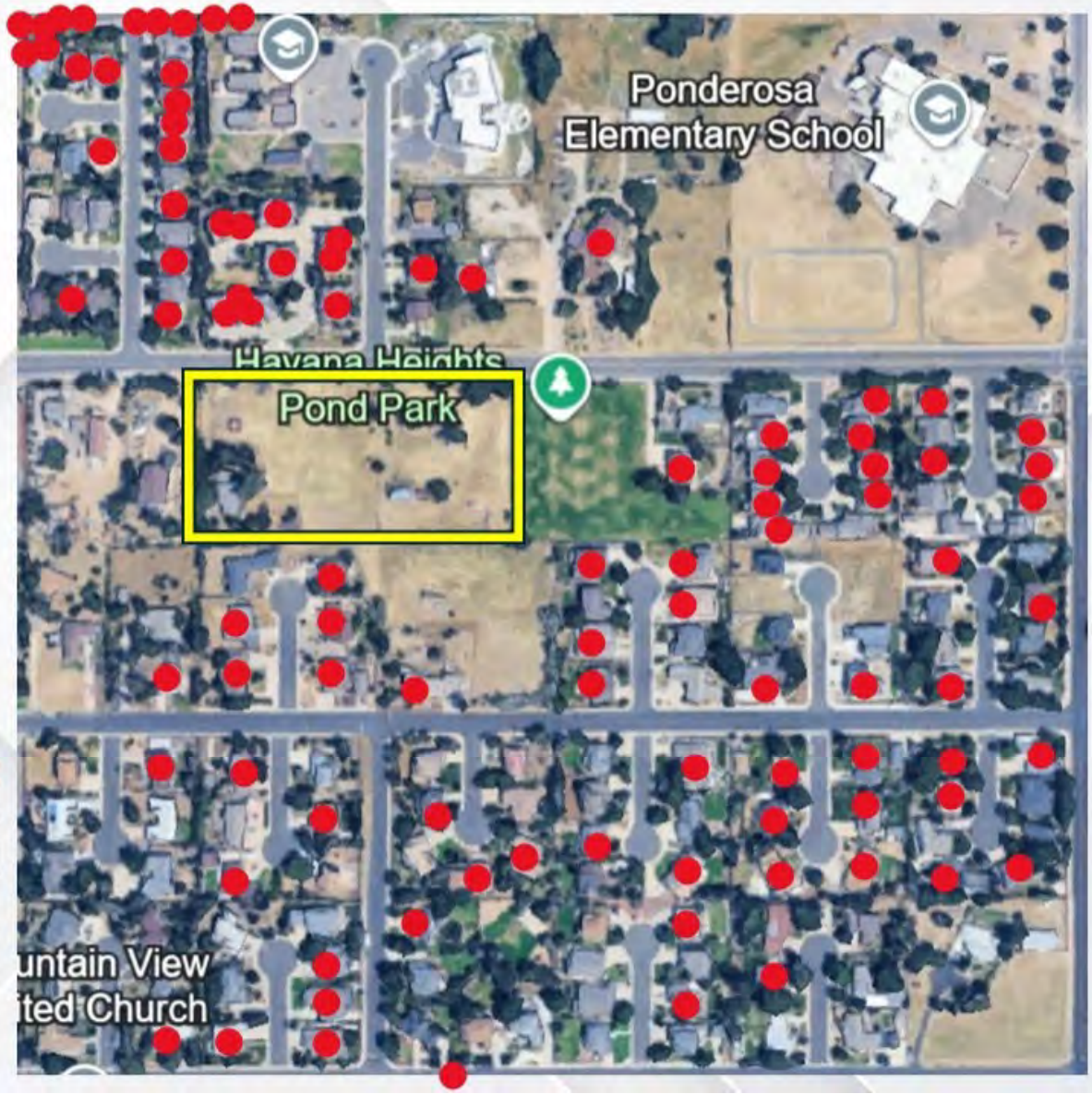
# PETITION

Visual representation of the neighborhood petition signatures opposing the rezoning request by Urban Cottages LLC to upzone from R-R to R-2 for the parcels at 10800 and 11000 E Jewell Ave in the Havana Heights neighborhood

*Case # 1984-2057-02*

Each **red dot** represents one household signed

● n= 96



# CITY OF AURORA
## Council Agenda Commentary

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

**COUNCIL MEETING DATES:**

**Study Session:** n/a

**Regular Meeting:** 3/9/2026

**2nd Regular Meeting (if applicable):** n/a

**Item requires a Public Hearing:** ☐ Yes ☒ No

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

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

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

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

☐ Approve Item and Move Forward to Study Session

☐ Approve Item and Move Forward to Regular Meeting

☐ Information Only

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

☐ Approve Item as Proposed at Policy Committee

☐ Approve Item as Proposed at Study Session

☒ Approve Item as Proposed at Regular Meeting

**PREVIOUS ACTIONS OR REVIEWS:**

**Policy Committee Name:** N/A

**Policy Committee Date:** N/A

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

☐ Recommends Approval ☐ Does Not Recommend Approval

☐ Forwarded Without Recommendation ☐ Minutes Not Available

☐ Minutes Attached

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

The purpose of the Civil Service Commission is to provide the citizens of Aurora with the most qualified applicants for and promotion to, firefighter and police officer positions, irrespective of the applicant's race, creed, color, gender, age, national origin, or religious or political opinions or affiliations. To inspire public confidence in the Civil Service System and to afford uniformed members an opportunity for employment and promotion within uniformed positions of the Fire and Police Departments.

The Civil Service Commission consists of five (5) members appointed by the Aurora City Council. The term length is three (3) years and members may serve up to three (3) terms.

City Council has the sole discretion and final approval concerning appointments. Council may initiate the interview process for new applicants and they may reappoint members seeking to serve another term.

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

The Civil Service Commission has one (1) vacancy. The online application was closed on January 30, 2026. Council received fifthteen (15) applications and during the February 9, 2026 Council meeting, Council determined they would interview the top four (4) ranked applicants.

Interviews were conducted by Council during the Study Session on March 9, 2026. The candidates interviewed by the council were:

Thomas Mayes
Rex McKinney
Marcus Moreno
Joshua Reddell

Council will now determine which candidate they would like to appoint to the vacancy on the Civil Service Commission.

**FISCAL IMPACT**

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

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

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

n/a

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

n/a

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

n/a

**WORKLOAD IMPACT**

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

n/a

## QUESTIONS FOR COUNCIL

Does council wish to appoint _____ to the Civil Service Commission?

## LEGAL COMMENTS

All boards and commissions shall be appointed by City Council. (City Charter 3-11 and 9-1) The Civil Service Commission shall be composed of not less than three members nor more than five members who are residents of and registered electors in the City prior to their appointment. All appointments shall be for a three-year period. No person may serve more than three consecutive terms. (City Charter 3-17, City Code 102-68, and Resolution R2025-78) All members of the Civil Service Commission shall serve at the pleasure of Council and may be removed at any time, with or without cause, upon an affirmative vote of eight members of City Council. (City Code 102-68) (Wood)

TO: Mayor and Council Members

FROM: Kadee Rodriguez, City Clerk

DATE: December 15, 2025

RE: Civil Service Commission Vacancy

## Board Member Roster

| Name | Term Ends |
|---|---|
| Barbara Shannon-Banister | 2026 |
| Patricia Stephens | 2027 |
| Barbara Cleland | 2028 |
| Judy Gurley-Lutkin | 2028 |
| Desmond McNeal | 2028 |

## Commission Composition

- **Composition:** Five (5) members
- **Term Length:** Three (3) year term
- **Term Expiration Date:** February 14th
- **Term Limit:** Three (3) consecutive terms. Members who are term limited must wait one full term before reapplying.

## References

Duties, qualifications and other Commission requirements can be found in the City Code and City Charter.

City Code: https://aurora.municipal.codes/Code/102_ArtIII

City Charter: https://aurora.municipal.codes/Charter/3-17

Online application

# Civil Service Commission
# Interview & Appointment Schedule

TO: Mayor and Council Members
FROM: Kadee Rodriguez, City Clerk
DATE: December 15, 2025

---

Civil Service Commission Application open online

| | |
|---|---|
| 12/15/2025 | Proposed schedule presented to Council (Study Session) |
| 1/30/2026 | Deadline to submit an application |
| 2/5/2026 | Deadline for Council Members to submit rankings |
| 2/9/2026 | Council determines candidates to be interviewed (Council Meeting) |
| 2/11/2026 | Background checks are conducted |
| 2/23/2026 **POSTPONED TO 3/9/2026** | Council interviews candidates (Study Session) |
| 3/9/2026 | Council interviews candidates (Study Session) |
| 3/9/2026 | Council appoints a Commissioner (Council Meeting) |

**Civil Service Commission**

**Applicant Package - Ward V**

Civil Service Commission - Ward V

**Term** 15 Feb 2026 - 14 Feb 2029

**Positions Available** 1

**Number of applicants in this package** 1

- Moreno, Marcus

Received: 12/29/2025
Ward V Resident & Registered Voter
Arapahoe County
Vetted on 12/29/2025



**Name:** Moreno, Marcus

**Address:** [redacted]

**Email:** [redacted]

**Board Name:** Civil Service Commission

**How long have you lived in Aurora?:**

10 Years

[redacted]

[redacted]

**Mobile Phone Number:**

[redacted]

**Are you registered to vote? :**

Yes

**Date of Birth (Month/Day/Year) (**Required to Verify Voter Registration):**

[redacted]

**Years of Education Completed :**

7 Years

**Degree(s) Received:**

A.A (Criminal Justice), B.A (Occupational Health & Safety), MBA (Business Administration)

**College(s) Attended:**

Community College of the Air Force, Columbia Southern University

**Employer Name:**

Department of Labor

**Employer Address:**

1391 Speer Blvd, Denver, CO 80204

**Current Position:**

Compliance Safety & Health Officer

**Years with Current Employer:**

3

**1. Previous Employer Name:**

Cadrex Maunfacturing

**Position:**

Environmental Health & Safety Manager

**Years with Previous Employer:**

2

**Reason for Leaving:**

Decided to go back to federal service.

**2.Previous Employer Name:**

United States Air Force

**Position:**

Non-Commission Officer

**Years with Previous Employer:**

20

**Reason for Leaving:**

Retired after 20 Years of active duty.

**3. Previous Employer Name:**

United Parcel Service

**Position:**

Loader

**Years with Previous Employer:**

1

**Reason for Leaving:**

Enlisted into the United States Air Force after September 11, 2001.

**Do you presently serve in other appointed position(s) on any city of Aurora board, committee or commission? :**

No

**If yes, what board, committee or commission?:**

NA

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

No

**Why do you desire this appointment? :**

As a long-time Aurora resident, I have a strong personal investment in the safety, integrity, and professionalism of the city's police and fire departments. I desire this appointment because I believe the Civil Service Commission plays a critical role in ensuring these departments are staffed, promoted, and held accountable through a fair, transparent, and merit-based process. With over 20 years of experience as a military police officer, I have firsthand knowledge of the importance of disciplined standards, due process, and unbiased decision-making, especially in high-stakes environments where public trust is essential. Throughout my career, I have participated in and observed hiring actions, promotions, and disciplinary proceedings, and I understand how thoughtful, consistent oversight directly impacts morale, performance, and community confidence. I believe that this appointment would allow me to apply my professional experience and ethical judgment in service to the Aurora community. I am committed to approaching each matter before the commission with independence, careful preparation, and respect for all parties involved, ensuring decisions are fair, defensible, and aligned with the values of both the city and its residents.

**List your interests and activities.:**

My interests and activities include spending quality time with my family, staying actively engaged in the community through volunteer and charitable organizations, and enjoying all that Colorado has to offer. I value community involvement and believe in giving back through service, while also maintaining an active and balanced lifestyle. Living in Colorado, I enjoy outdoor activities and take pride in being part of a community that values both civic engagement and quality of life.

**List licenses, special training and certificates related to this board or that you would like to share with us. :**

I hold the Graduate Safety Professional (GSP) credential issued by the Board of Certified Safety Professionals (BCSP), which reflects advanced training and demonstrated competence in safety management, risk assessment, and professional ethics. I am also a graduate of the United States Air Force Military Police Academy, where I received comprehensive law enforcement training, including legal authority, investigations, and enforcement standards. In addition, I earned a Military K-9 Handler Certification through the United States Air Force, involving specialized instruction in operational readiness, accountability, and high-risk decision-making. Further, I have been formally recognized as an Assistant Trainer with the Bernalillo County, New Mexico Sheriff's Office, supporting training activities related to law enforcement operations and professional standards.

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

No

**If yes, please explain:**

NA

**Full Name:**

Levi Benard

**Address:**

[redacted]

**Phone Number:**

[redacted]

**Full Name:**

Matthew Avina

**Address:**

[redacted]

**Phone Number:**

[redacted]

**Full Name:**

Nicole Shock

**Address:**

[redacted]

**Phone Number:**

[redacted]

**How did you hear about us? :**

City Publication (i.e. News Aurora or This is Aurora)

**ACKNOWLEDGMENT I hereby acknowledge:**

**1. Any law enforcement agency, administrator, state, municipal or federal agency, motor vehicle agency, institution, school or university (public or private), information service bureau, employer, or insurance company may furnish any and all background information requested by Global Solution Services.**

**2. If I continue through this process, the report on my criminal background check may become public record subject to release under Colorado's Open Records Act. Additionally, my criminal history may be discussed in public meetings.:**

I agree

**DECLARATION**

**I declare that to be a Commissioner for the Civil Service Commission I must:**

**• Be a "Registered Elector" as defined in Aurora City Code Section 54-2**

**• Reside within the municipal boundaries of the City of Aurora, Colorado**

**• Not hold any other position in the City of Aurora for which I receive either a per diem or salary compensation**

**• Not hold an appointive position as a member of any other board or Commission serving the City of Aurora:**

I agree

**By clicking APPLY and submitting this application, I certify that the foregoing information is true and correct:**

I agree

**Signature:**

Marcus G Moreno

**Date:**

12/29/2025

**Time of Submission:** 12/29/25 3:04:17 PM

**Attachments**

- Marcus_Moreno_October 2025.pdf

# MARCUS G. MORENO, USAF (Ret.), GSP, MBA

Denver, CO | [redacted] | [redacted]

## PROFESSIONAL SUMMARY

Strategic and results-driven National Safety Leader with over 20 years of experience driving regulatory compliance, risk reduction, and workforce safety excellence across federal, construction, and manufacturing sectors. Expert in OSHA, ANSI, and NFPA standards, with a proven record of leading multi-regional safety operations, developing enterprise-level policies, and fostering zero-incident cultures. Recognized for transforming safety programs through data-driven KPIs, proactive leadership, and alignment with corporate strategy.

## CORE COMPETENCIES

- Enterprise Safety Strategy & Leadership
- OSHA / ANSI / NFPA Compliance
- Risk Management & Root Cause Analysis
- Safety Program Development & Implementation
- Behavior-Based Safety (BBS) & Training Design
- Regulatory Audits & Corrective Action Planning
- KPI Development & Data Analytics
- Cross-Functional & Multi-Regional Team Leadership
- Crisis & Emergency Response Management
- Continuous Improvement / Zero-Incident Culture

## PROFESSIONAL EXPERIENCE

### *U.S. Department of Labor – OSHA | Denver, CO*

Compliance Safety and Health Officer | Mar 2023 – Present

- Lead comprehensive OSHA inspections and high-risk investigations across construction and manufacturing industries.
- Develop enforcement and corrective-action strategies reducing repeat violations by 50% and saving employers over $500K.
- Partner with regional safety teams, legal, and management to ensure consistency in regulatory adherence and risk mitigation.
- Deliver technical safety training to industry leaders, reinforcing proactive compliance and operational excellence.

### *Cadrex Manufacturing Solutions | Westminster, CO*

Environmental, Health & Safety (EHS) Manager | Nov 2021 – Mar 2023

- Directed company-wide EHS programs across multiple facilities; improved audit compliance scores by 30%.
- Implemented ISO-aligned systems and behavior-based safety initiatives reducing lost-time incidents by 60%.
- Managed safety budgets, vendor safety reviews, and regional audits to align operational performance with corporate KPIs.
- Partnered with leadership to integrate safety planning into project execution and resource allocation.

### *United States Air Force (USAF) | Aurora, CO*

Non-Commissioned Officer – Occupational & Safety Leadership | Feb 2002 – Feb 2022

- Supervised and trained over 500 personnel in safety operations, emergency response, and regulatory compliance.
- Directed emergency and crisis management initiatives, ensuring readiness during mass-casualty and CBRN events.
- Authored and enforced safety policies that improved compliance and reduced workplace hazards by 20%.
- Collaborated with federal, state, and local agencies on joint response and security initiatives.

## EDUCATION & CERTIFICATIONS

- Master of Business Administration (MBA) – Columbia Southern University
- Bachelor of Science, Occupational Health & Safety – Columbia Southern University
- Associate of Science, Criminal Justice/Safety Studies – Community College of the Air Force
- Graduate Safety Practitioner (GSP)
- Project Management Professional (PMP)
- Certified Emergency Operations Center Manager (CEOCM)
- OSHA 30-Hour Certification
- Basic Life Support (BLS) • NFPA & ANSI Standards Training

## SELECTED ACHIEVEMENTS

- Led multi-region compliance initiatives improving safety performance metrics by 40% year-over-year.
- Designed KPI dashboards and analytics models to track incident trends and resource allocation across divisions.
- Partnered with executives to align safety goals with corporate sustainability and operational excellence strategies.
- Recognized for leading over 150 high-complexity OSHA inspections and investigations with zero reversals on appeal.
- Developed and implemented enterprise-wide emergency response plans adopted across multiple regions.

**Civil Service Commission**

**Applicant Package - Ward IV**

Civil Service Commission - Ward IV

**Term** 15 Feb 2026 - 14 Feb 2029
**Positions Available** 1

**Number of applicants in this package** 1

- Mayes, Thomas

Received: 12/29/2025
Ward IV Resident and Registered Voter
Arapahoe County
Vetted: 12/30/2025
*Marcus Bond*

**Name:** Mayes, Thomas

**Address:** [redacted]

**Email:** [redacted]

**Board Name:** Civil Service Commission

**How long have you lived in Aurora?:**

41 Years

**Home Phone Number:**

[redacted]

**Mobile Phone Number:**

[redacted]

**Are you registered to vote? :**

Yes

**Date of Birth (Month/Day/Year) (**Required to Verify Voter Registration):**

[redacted]

**Years of Education Completed :**

18

**Degree(s) Received:**

PhD

**College(s) Attended:**

Modesto Jr. College, Full Gospel Seminary, Aspen Christian College

**Employer Name:**

Living Water Christian Center Church

**Employer Address:**

1585 Kinston St Aurora 80017

**Current Position:**

Senior Pastor

**Years with Current Employer:**

35 years

**1. Previous Employer Name:**

US Postal Service

**Position:**

Mailhandler

**Years with Previous Employer:**

17

**Reason for Leaving:**

Retired

**2.Previous Employer Name:**

United Bank

**Position:**

Teller Supervisor

**Years with Previous Employer:**

3

**Reason for Leaving:**

Postal service job opening

**3. Previous Employer Name:**

USAF

**Position:**

SGT

**Years with Previous Employer:**

6

**Reason for Leaving:**

Honorable Discharge

**Do you presently serve in other appointed position(s) on any city of Aurora board, committee or commission? :**

Yes

**If yes, what board, committee or commission?:**

CAC

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

No

**Why do you desire this appointment? :**

To serve the city & community

**List your interests and activities.:**

Leadership training

**List licenses, special training and certificates related to this board or that you would like to share with us. :**

resume

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

No

**If yes, please explain:**

N/A

**Full Name:**

Ron Swope

**Address:**

[redacted]

**Phone Number:**

[redacted]

**Full Name:**

John Gay

**Address:**

[redacted]

**Phone Number:**

[redacted]

**Full Name:**

Omar Montgomery

**Address:**

[redacted]

**Phone Number:**

[redacted]

**How did you hear about us? :**

Sentinel Colorado

**ACKNOWLEDGMENT I hereby acknowledge:**

**1. Any law enforcement agency, administrator, state, municipal or federal agency, motor vehicle agency, institution, school or university (public or private), information service bureau, employer, or insurance company may furnish any and all background information requested by Global Solution Services.**

**2. If I continue through this process, the report on my criminal background check may become public record subject to release under Colorado's Open Records Act. Additionally, my criminal history may be discussed in public meetings.:**

I agree

**DECLARATION**

**I declare that to be a Commissioner for the Civil Service Commission I must:**

**• Be a "Registered Elector" as defined in Aurora City Code Section 54-2**

**• Reside within the municipal boundaries of the City of Aurora, Colorado**

**• Not hold any other position in the City of Aurora for which I receive either a per diem or salary compensation**

**• Not hold an appointive position as a member of any other board or Commission serving the City of Aurora:**

I agree

**By clicking APPLY and submitting this application, I certify that the foregoing information is true and correct:**

I agree

**Signature:**

T.S. Mayes

**Date:**

12/29/2025

**Time of Submission:** 12/29/25 8:09:02 PM

**Attachments**

- resume- community 2025.pdf

[redacted]

# Thomas S. Mayes, PhD.

Objective

Continue avail myself to serve in the community. Increase involvement that will present a positive effect for the youth and community. Develop tomorrows leaders to carry the torch.

Strengths

- Leadership training
- Has excellent administration skills both education and experience acquired in the USAF as an administrative specialist.
- Proactive minded with the ability to seek out cutting edge methodology
- Extensive experience working in a shared government/leadership oriented faith & secular & community structure
- Understands both the business side of day-to-day community situations
- Extensive involvement with Community/legislative issues that affects community relationship with the City.

I am a Denver native and Vietnam Veteran married 47 years with 4 adult children & 8 grandchildren. I was licensed to minister in May 1977 and was ordained in Berkley California in June 1980.

- Founder of TTLT (**T**raining **T**omorrow **L**eaders **T**oday)

[redacted]

I am a certified John Maxwell Leadership trainer/coach/speaker

Experience

1990 – Present

Living Water Christian Center Church

Senior Pastor

- Founded Church, developed 501c3 status
- Developed and trained administrative facets of the ministry including policy and procedures manual, accounting guidelines, departmental structure, marketing, mission, job descriptions and mission/vision.
- Established guidelines and policy/procedures for trustee board

2008

Professor

- Aspen Christian College of Aurora (Urban Ministry Economics and Dynamics)

Community Experience - 1990 – Present City of Aurora

- **Key Community Response Team Member** 1990 to present – Organized

after the Rodney King incident in L.A., by the City of Aurora in partnership with the APD Chief, Mayor and City Council to address community concerns, rumor control and to give community input in the event of concerns generated by controversial events involving the City.

- **Aurora Community of Faith** (*Aurora's Ministerial Alliance*) 2005 to present – (Chair) Organized to bring the community of all faiths of Aurora to create dialog and relationship with the APD Chief, Mayor, Human Relations Commission and City council to address Gang violence, Youth delinquency Intervention tactics, Police use of force etc.

- **Board Member of the Aurora Police Departments Victims Witness Advisory Board** 2007 to 2022 – duties to review applications for organizations requesting grants for victim assistance in Aurora as well as authorize such issuance of grants.

- **Board member of the Job Link Project** 2006 to 2010– addressing the employment issues in and around the Fitzsimons Army Base redevelopment. Develop job training projects to prepare Aurora citizens to be employable for positions in the Bio-Science, Children's Hospital and University Hospital including GED process, ESL and job progression from entry-level positions to supervisory and management levels.

- **Youth Offender Project** – 2006 to 2010 – (Aurora Youth Options) Working with the Chief Justice of Aurora Judge Weinberg, Adams County District Attorney Don Quick, and Arapahoe County District Attorney Carole Chambers. Project is projected to create juvenile offender programs to create diversion programs to avoid incarceration and or address issues that create recidivism. This project will also address family issues that may affect the activities of youth offenders. Special attention will be given to first time offenders to guide them to be upstanding community members.

- **E.S.C.A.P.E. (Everyone Sharing Child Abuse Prevention Education** – Founder. Organized in 1990 to raise the awareness and educate the community of the serious problem of Child Abuse and Neglect.

- Work closely with CCN (Colfax Community Network) servicing the motel residents along the E. Colfax Avenue corridor, providing food, clothing, housing assistance etc., for those who had children and were less fortunate.

- **Former** Board member **African American Advisory Board for Congressman Ed Perlmutter**
- **NAACP** -Aurora Chapter President

Education 1976–1978 Modesto Jr. College, Modesto CA

- Assoc Degree in Business Administration
- 2000 – 2004 Bachelors Degree Theological Studies Full Gospel Baptist Church Fellowship – Online College with Intensives @ Harvard University
- Doctorate Degree in Theology and Urban Ministry – Aspen Christian College, July 2010

Extra curricular activities

Recipient of Clergy of the year and Volunteer of the year 2006-2007 - Christian Author of **"The Brilliance of Ignorance"**

- Presently working on second Christian book to be released winter 2026.

*Thomas S. Mayes,* **December 2025**

**Civil Service Commission**

**Applicant Package - Ward VI**

Civil Service Commission - Ward VI

**Term** 15 Feb 2026 - 14 Feb 2029
**Positions Available** 1

**Number of applicants in this package** 1

- Reddell, Joshua

Received: 12/29/2025
Ward VI Resident & Registered Voter
Arapahoe County
Vetted on 12/29/2025

**Name:** Reddell, Joshua

[redacted]

**Email:** [redacted]

**Board Name:** Civil Service Commission

**How long have you lived in Aurora?:**

35 years

**Home Phone Number:**

[redacted]

**Mobile Phone Number:**

[redacted]

**Are you registered to vote? :**

Yes

**Date of Birth (Month/Day/Year) (**Required to Verify Voter Registration):**

[redacted]

**Years of Education Completed :**

22

**Degree(s) Received:**

BA Criminal Justice, MS (MPS) Information Assurance Management, MBA

**College(s) Attended:**

Community of Colorado Aurora, Community of Colorado Denver, University of Colorado Denver, Fort Hays State University, Purdue

**Employer Name:**

SynergyECP, LLC

**Employer Address:**

9740 Patuxent Woods Dr. Ste. 900, Columbia, MD 21046

**Current Position:**

Executive Vice President & Chief Growth Officer

**Years with Current Employer:**

1

**1. Previous Employer Name:**

ManTech International Corporation

**Position:**

Senior Executive Director, Chief of Staff

**Years with Previous Employer:**

13

**Reason for Leaving:**

Executive position with equity became available

**2.Previous Employer Name:**

Solidyn Solutions

**Position:**

Office Manager

**Years with Previous Employer:**

1

**Reason for Leaving:**

Better opportunity with ManTech became available

**3. Previous Employer Name:**

Dicks Sporting Goods

**Position:**

Golf Specialist

**Years with Previous Employer:**

4

**Reason for Leaving:**

Finishing school and was ready for non retail work.

**Do you presently serve in other appointed position(s) on any city of Aurora board, committee or commission? :**

No

**If yes, what board, committee or commission?:**

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 have served on the Oil & Gas Advisory Commission, Citizen's Advisory Budget Committee and the Independent Review Board. I truly enjoy serving the City of Aurora and I believe my executive experience and previous time as a reserve deputy sheriff in Jefferson County will serve the Commission and the community well. I love this city which is why I have never really left, I want to continue serving my community, and I believe this is the best way I can do so.

**List your interests and activities.:**

I am an avid endurance athlete and lifelong student, I am training for two big races in late 2026. I am also taking Spanish lessons in an attempt to be fluent by the end of 26. I have two sons who are my world, Lincoln 7; and Theo 4. Both of my boys are active so my wife and I spend a fair amount of time ushering them to their various activities.

**List licenses, special training and certificates related to this board or that you would like to share with us. :**

I maintain the following certifications: Program Management Professional (PMP), Insider Threat Program Manager (ITPM) and a host of technology related certifications in the domains of Cloud, Artificial Intelligence Law, Artificial Intelligence Law, System Engineering and Software Development Program Management management. I have had extensive training in corporate development, leadership, deescalation, performance evaluation, deception detection and public relations.

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

No

**If yes, please explain:**

N/A

**Full Name:**

Shannon Reinmiller

**Address:**

[redacted]

**Phone Number:**

[redacted]

**Full Name:**

Stacy Aragon

**Address:**

[redacted]

**Phone Number:**

[redacted]

**Full Name:**

Jerome Gomez

**Address:**

[redacted]

**Phone Number:**

[redacted]

**How did you hear about us? :**

Word of Mouth

**ACKNOWLEDGMENT I hereby acknowledge:**

**1. Any law enforcement agency, administrator, state, municipal or federal agency, motor vehicle agency, institution, school or university (public or private), information service bureau, employer, or insurance company may furnish any and all background information requested by Global Solution Services.**

**2. If I continue through this process, the report on my criminal background check may become public record subject to release under Colorado's Open Records Act. Additionally, my criminal history may be discussed in public meetings.:**

I agree

**DECLARATION**

**I declare that to be a Commissioner for the Civil Service Commission I must:**

**• Be a "Registered Elector" as defined in Aurora City Code Section 54-2**

**• Reside within the municipal boundaries of the City of Aurora, Colorado**

**• Not hold any other position in the City of Aurora for which I receive either a per diem or salary compensation**

**• Not hold an appointive position as a member of any other board or Commission serving the City of Aurora:**

I agree

**By clicking APPLY and submitting this application, I certify that the foregoing information is true and correct:**

I agree

**Signature:**

Joshua T Reddell

**Date:**

12/29/2025

**Time of Submission:** 12/29/25 1:57:42 PM

## Civil Service Commission

## Applicant Package - Ward V

Civil Service Commission - Ward V

**Term** 15 Feb 2026 - 14 Feb 2029
**Positions Available** 1

**Number of applicants in this package** 1

- McKinney, Rex

Received: 1/16/2026
Ward V Resident and Registered Voter
Arapahoe County
Vetted: 1/20/2026
Marcus Bond

**Name:** McKinney, Rex

**Address:** [redacted]

**Email:** [redacted]

**Board Name:** Civil Service Commission

**How long have you lived in Aurora?:**

35 years

**Home Phone Number:**

[redacted]

**Mobile Phone Number:**

[redacted]

**Are you registered to vote? :**

Yes

**Date of Birth (Month/Day/Year) (**Required to Verify Voter Registration):**

[redacted]

**Years of Education Completed :**

Associates Degree

**Degree(s) Received:**

Associate of Criminal Justice

**College(s) Attended:**

Clatsop Community College, Front Range Community Collete, Aurora Community College

**Employer Name:**

Retired

**Employer Address:**

retired

**Current Position:**

retired

**Years with Current Employer:**

2

**1. Previous Employer Name:**

City of Aurora

**Position:**

Police Lt

**Years with Previous Employer:**

35

**Reason for Leaving:**

Retirement after 35 years of service

**2.Previous Employer Name:**

City of Longmont Colorado

**Position:**

Animal Control Officer

**Years with Previous Employer:**

1

**Reason for Leaving:**

New job offer

**3. Previous Employer Name:**

First National Bank of Boulder

**Position:**

Bank Teller

**Years with Previous Employer:**

2

**Reason for Leaving:**

New job offer

**Do you presently serve in other appointed position(s) on any city of Aurora board, committee or commission? :**

No

**If yes, what board, committee or commission?:**

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 feel that this would be a good way of continuing my service to the city of Aurora

**List your interests and activities.:**

Scuba diving, photography, motorcycle, fishing and hunting

**List licenses, special training and certificates related to this board or that you would like to share with us. :**

Serving as a police officer for 35 years. I was involved in the promotional process as a subject matter expert on several processes. I also assisted other agency in their promotional process and selection.

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

No

**If yes, please explain:**

n/a

**Full Name:**

Judy Lutkin

**Address:**

[redacted]

**Phone Number:**

[redacted]

**Full Name:**

Jeff Markowitz

**Address:**

[redacted]

**Phone Number:**

[redacted]

**Full Name:**

Jon Zius

**Address:**

[redacted]

**Phone Number:**

[redacted]

**How did you hear about us? :**

Other

**ACKNOWLEDGMENT I hereby acknowledge:**

**1. Any law enforcement agency, administrator, state, municipal or federal agency, motor vehicle agency, institution, school or university (public or private), information service bureau, employer, or insurance company may furnish any and all background information requested by Global Solution Services.**

**2. If I continue through this process, the report on my criminal background check may become public record subject to release under Colorado's Open Records Act. Additionally, my criminal history may be discussed in public meetings.:**

I agree

**DECLARATION**

**I declare that to be a Commissioner for the Civil Service Commission I must:**

**• Be a "Registered Elector" as defined in Aurora City Code Section 54-2**

**• Reside within the municipal boundaries of the City of Aurora, Colorado**

**• Not hold any other position in the City of Aurora for which I receive either a per diem or salary compensation**

**• Not hold an appointive position as a member of any other board or Commission serving the City of Aurora:**

I agree

**By clicking APPLY and submitting this application, I certify that the foregoing information is true and correct:**

I agree

**Signature:**

Rex McKinney

**Date:**

01/16/2026

**Time of Submission:** 01/16/26 3:13:22 PM

# CITY OF AURORA
## Council Agenda Commentary

| |
|---|
| **Item Title:** Appointment of New Associate Judge and New Relief Judges |
| **Item Initiator:** Shawn Day, Presiding Judge, Judicial |
| **Staff Source/Legal Source:** Shawn Day, Presiding Judge/Angela Garcia, Senior Assistant City Attorney |
| **Outside Speaker:** N/A |
| **Strategic Outcome:** Well-Managed: High performing organization, committed to great customer service, innovation, continuous improvement, fiscal stewardship, and maintaining critical infrastructure. |

**COUNCIL MEETING DATES:**

**Study Session:** N/A

**Regular Meeting:** 3/9/2026

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

**Item requires a Public Hearing:** ☐ Yes ☒ No

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

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

Shawn Day, Presiding Judge, Municipal Court / Angela Garcia, 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.)*

N/A

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

The following are the nominees for appointment for the full-time Associate Judge position (4-year term):

Gina Edwards-Hickman
Alison Foley
Ari Krichiver
Troy Moyer

The following are the nominees for appointment for the Relief Judge positions (2-year term):

Alison Foley (IF NOT selected for the Associate Judge position)
Eric Hutchens
Troy Johnson
Ari Krichiver (IF NOT selected for the Associate Judge position)
Zachary Phillips
Jennifer Torrington

**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 1 full-time Associate Judge from the nominees listed and all Relief Judges from the nominees listed?

**LEGAL COMMENTS**

The City Council retains the sole discretion to appoint, reappoint, or remove municipal court judges. (city Code, Sec. 50-72(d)). For the permanent appointment of an individual as full-time, or part-time judge on the bench of the municipal court, which position has not been held by such individual immediately prior to such appointment, the presiding judge shall submit to city council and to the city clerk a list of all nominees for the vacant position, which nominees shall be not less than two for each such position. (City Code, Sec. 50-72(c)). For the initial appointment of an individual as a relief judge on the bench of the municipal court, the presiding judge shall submit to city council a list of all nominees. The city council shall then approve or disapprove, in whole or in part, those nominees for initial appointment as relief judges on the municipal court bench. (City Code, Sec. 50-72(f)). (Garcia)

# MEMORANDUM

Aurora Municipal Court
Office of the Presiding Judge

14999 E. Alameda Parkway
Aurora, CO 80012

Phone 303-739-6555
FAX 303-739-6532

To: Honorable Mayor Mike Coffman; Mayor Pro-Tem Alison Coombs; Council Member Gianina Horton; Council Member Amy Wiles; Council Member Ruben Medina; Council Member Stephanie Hancock; Council Member Angela Lawson; Council Member Francoise Bergan; Council Member Curtis Gardner; Council Member Alli Jackson; Council Member Robert Andrews
From: Shawn Day, Presiding Judge
Date: February 17, 2026
Subject: ACTION PLAN FOR MARCH 9TH REGULAR MEETING: Judicial Vacancy-Appointment of New Associate Judge & Relief Judges
CC: Laura Hales

Greetings Mayor, Mayor Pro Tem and Members of City Council,

In advance of the March 9th City Council Regular Meeting, I offer up the following 2-step action plan for your floor vote on the appointment of a new full-time Associate Judge and new Relief Judges:

**Step One**:
Appoint **ONE** new Associate Judge from the list of four nominees (Associate Judge: 4-year term)
-Nominees: **Gina Edwards-Hickman, Alison Foley, Ari Krichiver, Troy Moyer**

-**March 9th Council Meeting Action: Motion to Appoint (__nominee's name___) as Associate Judge, a second, discussion, floor vote**

**Step Two**:
Appoint **ALL** new Relief Judges from submitted list (Relief Judges: 2-year terms)
-Nominees: **Alison Foley (IF NOT selected for Associate Judge position), Eric Hutchens, Troy Johnson, Ari Krichiver (IF NOT selected for the Associate Judge position), Zachary Phillips, Jennifer Torrington.**

-**March 9th Council Meeting Action: Motion to Appoint (_ALL Relief Judge nominee's names_) as Relief Judges, a second, discussion, floor vote**

I hope the above action plan provides some help. Please let me know if you have any questions or if you would like to amend the plan in any way. Subject to your approval, I am proposing the swearing in ceremony would take place April 6, 2026.

Thank you very much for your consideration in this very important process. I look forward to the March 9th Council meeting.

Respectfully,

Shawn Day
Presiding Judge

Cc: Laura Hales