



NOTICE OF COUNCIL MEETING

STUDY SESSION
AURORA ROOM
(Open to the Public)
Monday, September 14, 2026
4:15 PM

Members of the Aurora City Council will participate in the September 14, 2026 Study Session.
Members of the public and media may participate remotely through the options listed below:

View or listen live to the Study Session

Live streamed in the Paul Tauer Aurora City Council Chamber

www.AuroraTV.org

Youtube.com/TheAuroraChannel

Cable Channels 8 and 880 in Aurora

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.

For other information regarding public meetings, please contact the Office of the City Clerk at (303) 739-7094, by email at CityClerk@auroragov.org, or visit www.auroragov.org.



AGENDA

Study Session of the Aurora City Council

Monday, September 14, 2026, 4:15 p.m.

Aurora Room

15151 E. Alameda Parkway

Aurora, CO 80012

Pages

1. ITEMS FROM THE MAYOR

1.a Mayor's Update

1.b Issue Update

2. CONSENT CALENDAR

2.a Consideration to Remove Two (2) Members from the Aurora Immigrant and Refugee Commission

4

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

2.b Consideration to Appoint One (1) Youth Member to the Aurora Youth Commission

8

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

2.c Consideration to Appoint One (1) Member to the Citizens' Advisory Committee on Housing and Community Development

25

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

2.d Consideration to Appoint Three (3) Members to the Human Relations Commission

56

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

2.e Consideration to Reappoint One (1) Member to the Library Board

79

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

2.f	Consideration to Reappoint Two (2) Members to the Building Code and Contractors Appeals & Standard Board	122
	Cecilia Zapata, Deputy City Clerk / Andrea Wood, Assistant City Attorney	
2.g	Amendment to the Colorado Universal Preschool (UPK) Program Intergovernmental Agreement (IGA) for 2026-2030 (Resolution)	135
	Donna Hunt, Recreation Superintendent, Parks, Recreation and Open Space / Britt Wirth, Assistant City Attorney	
2.h	Authorizing the Refunding of the City's 2017 Certificates of Participation (COPs) (Ordinance)	205
	Andrew Jamison, Debt and Treasury Supervisor, Finance / Hanosky Hernandez, Senior Assistant City Attorney	
3.	ITEMS FROM THE POLICY COMMITTEES	
3.a	Opposition to Colorado Proposition 132 (Resolution)	213
	Sponsors: Gianina Horton, Council Member / Robert Andrews, Council Member	
	Jason Batchelor, City Manager / Peter Schulte, City Attorney	
	Estimated time: 10 mins	
3.b	DUAL LISTED: Installation of New Turf and Ornamental Water Features (Ordinance)	225
	Sponsors: Amy Wiles, Council Member / Françoise Bergan, Council Member	
	Marshall Brown, General Manager, Aurora Water / Ian Best, Senior Assistant City Attorney	
	Estimated time: 10 mins	
4.	ITEMS FROM THE COUNCIL APPOINTEES	
5.	ITEMS FROM THE CITY COUNCIL	
5.a	Data Center Standards Discussion	246
	Brandon Cammarata, Planning Manager, Planning and Business Development / Lena McClelland, Senior Assistant City Attorney	
	Estimated time: 25 mins	

5.b Amendment to the Council Rules Regarding Agendas (Resolution)

269

Sponsors: Stephanie Hancock, Council Member / Robert Andrews, Council Member

Jason Batchelor, City Manager / Peter Schulte, City Attorney

Estimated time: 10 mins

6. CALL-UPS OF COUNCIL POLICY COMMITTEE ITEMS

7. MISCELLANEOUS ITEMS

7.a Proposed Interview and Appointment Schedule for the Planning and Zoning Commission Upcoming Vacancies

276

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

Estimated time: 5 mins

8. ITEMS REMOVED FROM THE AGENDA, IF ANY



CITY OF AURORA

Council Agenda Commentary

Item Title: Consideration to Remove Two (2) Members from the Aurora Immigrant and Refugee Commission
Item Initiator: Cecilia Zapata, Deputy City Clerk
Staff Source/Legal Source: Cecilia Zapata, Deputy City Clerk / 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: 9/14/2026

Regular Meeting: 9/28/2026

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

Item requires a Public Hearing: ☐ Yes ☒ No

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

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

Cecilia Zapata, Deputy City Clerk / 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
<i>Reason for waiver is described in the Item Details field above.</i> | |

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: N/A

Policy Committee Date: N/A

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

☐ Recommends Approval

☐ Does Not Recommend Approval

☐ Forwarded Without Recommendation

☐ Minutes Not Available

☐ Minutes Attached

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

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

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

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

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

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

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

Alejandra Marinelarena has missed four meetings to date.

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

FISCAL IMPACT

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

☐ Revenue Impact

☐ Budgeted Expenditure Impact

☐ Non-Budgeted Expenditure Impact

☐ Workload Impact

☒ No Fiscal Impact

REVENUE IMPACT

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

N/A

BUDGETED EXPENDITURE IMPACT

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

N/A

NON-BUDGETED EXPENDITURE IMPACT

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

N/A

WORKLOAD IMPACT

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

N/A

QUESTIONS FOR COUNCIL

Does Council wish to support the removal of Angela Guardado and Alejandra Marinelarena from the Aurora Immigrant and Refugee Commission?

LEGAL COMMENTS

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



To: Mayor Coffman and Members of City Council

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

Through: Kendall Koca, Director, General Management

Date: August 19, 2026

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

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

Ms. Guardano has been absent for all meetings since February 3, 2026.

Ms. Marinelarena missed four meetings to date.

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

The board member was contacted on the following days regarding the Aurora Immigrant and Refugee Commission's concerns:

July 27, 2026.

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

Recommendation

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



CITY OF AURORA

Council Agenda Commentary

Item Title: Consideration to Appoint One (1) Youth Member to the Aurora Youth Commission
Item Initiator: Cecilia Zapata, Deputy City Clerk
Staff Source/Legal Source: Cecilia Zapata, Deputy City Clerk / 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: 9/14/2026

Regular Meeting: 9/28/2026

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

Item requires a Public Hearing: ☐ Yes ☒ No

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

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

Cecilia Zapata, Deputy City Clerk / 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
<i>Reason for waiver is described in the Item Details field above.</i> | |

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: N/A

Policy Committee Date: N/A

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

☐ Recommends Approval

☐ Does Not Recommend Approval

☐ Forwarded Without Recommendation

☐ Minutes Not Available

☐ Minutes Attached

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

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

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

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

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

Among the applicants were:

Amina Nazaha Kannothe Karuvandavalappil – (Youth)

Rilee Bergquist – (Youth)

Maliya Chadwick – (Youth)

Paige Walker – (Youth)

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

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

FISCAL IMPACT

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

☐ Revenue Impact

☐ Budgeted Expenditure Impact

☐ Non-Budgeted Expenditure Impact

☐ Workload Impact

☒ No Fiscal Impact

REVENUE IMPACT

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

N/A

BUDGETED EXPENDITURE IMPACT

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

N/A

NON-BUDGETED EXPENDITURE IMPACT

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

N/A

WORKLOAD IMPACT

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

N/A

QUESTIONS FOR COUNCIL

Does Council wish to support the appointment of Amina Nazaha Kannothe Karuvandavalappil to the Aurora Youth Commission?

LEGAL COMMENTS

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



To: Mayor Coffman and Members of City Council

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

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

Date: August 11, 2026

Subject: New Appointment to the Aurora Youth Commission

Board or Commission Name: Aurora Youth Commission

Number of Vacancies: 5 youth

Interview Information

Date of Interviews: August 11, 2026

Applicant Names: Amina Nazaha Kannothe Karuvandavalappil, Rilee Bergquist, Maliya Chadwick,
Paige Walker

Applicants Interviewed: 1 youth

Recommendation

Suggested Appointment: Amina Nazaha Kannothe Karuvandavalappil

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

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

Aurora Youth Commission
Applicant Package - Ward VI

Aurora Youth Commission - Ward VI

Term 01 Aug 2026 - 31 Jul 2028

Positions Available 8

Number of applicants in this package 1

- Kannothe Karuvandavalappil, Amina Nazaha

Received: 08/06/2026

Ward VI Resident and Aurora Student

Arapahoe County

Vetted: 08/07/2026

Marcus Bond

Name: Kannothe Karuvandavalappil, Amina Nazaha

Address: [REDACTED]

Email: [REDACTED]

Board Name: Aurora Youth Commission

Date of Birth:

[REDACTED]

Home Phone Number:

[REDACTED]

Work Phone Number:

[REDACTED]

How long have you lived in Aurora?:

2 years

Are you registered to vote?:

No

Years of Education Completed:

I have completed my education until middle school and I am about to go into high school.

Degree(s) Received:

None

College(s) Attended:

None

Employer Name:

N/A

Employer Address:

N/A

Current Position:

N/A

Years with Current Employer:

None

Work Experience:

None

Certification(s):

None

How are you involved in your community?:

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

List your interests and activities.:

I like hiking, doing crafts, spending time with family and friends, meeting new people, learning new things, and many more

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

No

If yes, enter the board name and position:

N/A

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

No

Why do you desire this appointment?:

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

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

I can spend my weekends and about 2-3 hours on weekdays .

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

No

If yes, please explain:

N/A

Reference 1: Full Name, Phone Number and Address:

Aysha Natasha, [REDACTED]

Reference 2: Full Name, Phone Number and Address:

FNU Safdar, [REDACTED]

Reference 3: Full Name, Phone Number and Address:

Tilga, [REDACTED]

How did you hear about us?:

Other

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

Amina Nazaha Kannothe Karuvandavalappil

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

Aurora Youth Commission
Applicant Package - Ward II

Aurora Youth Commission - Ward II

Term 01 Aug 2026 - 31 Jul 2028

Positions Available 8

Number of applicants in this package 1

- bergquist, rilee

Received: 08/08/2026

Ward II Resident and Aurora Student

Arapahoe County

Vetted: 08/10/2026

Marcus Bond

Name: bergquist, rilee

Address: [REDACTED]

Email: [REDACTED]

Board Name: Aurora Youth Commission

Date of Birth:

[REDACTED]

Home Phone Number:

[REDACTED]

Work Phone Number:

[REDACTED]

How long have you lived in Aurora?:

16 years

Are you registered to vote?:

No

Years of Education Completed:

10th grade

Degree(s) Received:

N/A

College(s) Attended:

N/A

Employer Name:

N/A

Employer Address:

N/A

Current Position:

N/A

Years with Current Employer:

N/A

Work Experience:

N/A

Certification(s):

N/A

How are you involved in your community?:

I participate in team sports at school, volunteer at events for pawpositive restoration rescue and foster puppies,

List your interests and activities.:

I enjoy flag football, being social with my friends,

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

No

If yes, enter the board name and position:

N/A

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

No

Why do you desire this appointment?:

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

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

4-6 hours

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

Yes

If yes, please explain:

school and sports. Flag football and possibly track this year.

Reference 1: Full Name, Phone Number and Address:

Council Member/Grandpa Ruben Medina [REDACTED]
[REDACTED]

Reference 2: Full Name, Phone Number and Address:

AJ Medina- Aunt [REDACTED]

Reference 3: Full Name, Phone Number and Address:

Marcus Pinillo [REDACTED]

How did you hear about us?:

Board Member or Board Staff Liaison

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

Rilee Bergquist

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

Attachments

- HS Unofficial Transcript (1).pdf

Aurora Youth Commission
Applicant Package - Ward VI

Aurora Youth Commission - Ward VI

Term 01 Aug 2026 - 31 Jul 2028

Positions Available 8

Number of applicants in this package 1

- Chadwick, Maliya

Received: 07/28/2026

Ward VI Resident and Aurora Student

Arapahoe County

Vetted: 07/30/2026

Marcus Bond

Name: Chadwick, Maliya

Address: [REDACTED]

Email: [REDACTED]

Board Name: Aurora Youth Commission

Date of Birth:

[REDACTED]

Home Phone Number:

[REDACTED]

Work Phone Number:

Non-Applicable

How long have you lived in Aurora?:

My whole life, so approx 16-17 years.

Are you registered to vote?:

Yes

Years of Education Completed:

Entering my senior year of high school this upcoming term.

Degree(s) Received:

None

College(s) Attended:

Arapahoe Community College through dual-enrollment programs

Employer Name:

Non-Applicable

Employer Address:

Non-Applicable

Current Position:

Non-Applicable

Years with Current Employer:

Non-Applicable

Work Experience:

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

Certification(s):

BLS Certification

How are you involved in your community?:

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

List your interests and activities.:

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

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

No

If yes, enter the board name and position:

Non-Applicable

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

No

Why do you desire this appointment?:

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

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

Any time necessary in order to me a highly engaged participant in this board. I could give up to 40 hours a month in order to accomplish this goal, but also remain in good standing with my other engagements.

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

No

If yes, please explain:

Non-Applicable

Reference 1: Full Name, Phone Number and Address:

Tami Bonner

Reference 2: Full Name, Phone Number and Address:

John Miller

Reference 3: Full Name, Phone Number and Address:

Tiffany Lupher

How did you hear about us?:

Board Member or Board Staff Liaison

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

Maliya Chadwick

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

Attachments

- IMG_7320.pdf

Aurora Youth Commission
Applicant Package - Ward VI

Aurora Youth Commission - Ward VI

Term 01 Aug 2026 - 31 Jul 2028

Positions Available 5

Number of applicants in this package 1

- Walker, Paige

Received: 08/10/2026

Ward VI Resident and Aurora Student

Arapahoe County

Vetted: 08/12/2026

Marcus Bond

Name: Walker, Paige

Address: [REDACTED]

Email: [REDACTED]

Board Name: Aurora Youth Commission

Date of Birth:

[REDACTED]

Home Phone Number:

[REDACTED]

Work Phone Number:

[REDACTED]

How long have you lived in Aurora?:

8 Years

Are you registered to vote?:

No

Years of Education Completed:

10

Degree(s) Received:

N/A

College(s) Attended:

N/A

Employer Name:

Kathy Smith

Employer Address:

7400 CO-86, Kiowa, CO 80117

Current Position:

Farm Hand

Years with Current Employer:

2

Work Experience:

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

Certification(s):

N/A

How are you involved in your community?:

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

List your interests and activities.:

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

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

No

If yes, enter the board name and position:

N/A

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

No

Why do you desire this appointment?:

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

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

I am willing to dedicate the time necessary to be a reliable and active member of the board. I understand that this appointment is a commitment, and I am prepared to attend scheduled meetings, complete and work required outside of meetings, and participate in additional opportunities when my schedule allows. I am committed to balancing this responsibility with my academic obligations while making the board a meaningful priority.

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

No

If yes, please explain:

N/A

Reference 1: Full Name, Phone Number and Address:

Becky Archunde: [REDACTED]

Reference 2: Full Name, Phone Number and Address:

Kathy Smith: [REDACTED]

Reference 3: Full Name, Phone Number and Address:

Clarissa Walker: [REDACTED]

How did you hear about us?:

Word of Mouth

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

Paige Alyse Walker

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



CITY OF AURORA

Council Agenda Commentary

Item Title: Consideration to Appoint One (1) Member to the Citizens' Advisory Committee on Housing and Community Development

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: 9/14/2026

Regular Meeting: 9/28/2026

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

Item requires a Public Hearing: ☐ Yes ☒ No

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

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

Cecilia Zapata, Deputy City Clerk / 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
<i>Reason for waiver is described in the Item Details field above.</i> | |

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: N/A

Policy Committee Date: N/A

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

☐ Recommends Approval

☐ Does Not Recommend Approval

☐ Forwarded Without Recommendation

☐ Minutes Not Available

☐ Minutes Attached

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

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

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

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

The Citizens' Advisory Committee for Housing and Community Development currently has eleven (11) vacancies. The Committee received four (4) applications and an interview was conducted on July 24, 2026.

Among the applicants were:

Jonah Baker

Ram Chandra 'RC' Panta

Katja Harguth

Shanta Crawford-Hill

Upon conducting interview, the Citizens' Advisory Committee on Housing and Community Development respectfully recommends the appointment of the following candidate:

Jonah Baker – To complete the partial term beginning 9/1/2024 and ending on 8/31/2028.

FISCAL IMPACT

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

☐ Revenue Impact

☐ Budgeted Expenditure Impact

☐ Non-Budgeted Expenditure Impact

☐ Workload Impact

☒ No Fiscal Impact

REVENUE IMPACT

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

N/A

BUDGETED EXPENDITURE IMPACT

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

N/A

NON-BUDGETED EXPENDITURE IMPACT

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

N/A

WORKLOAD IMPACT

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

N/A

QUESTIONS FOR COUNCIL

Does Council wish to appoint Jonah Baker to the Citizens’ Advisory Committee on Housing and Community Development?

LEGAL COMMENTS

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



To: Mayor Coffman and Members of City Council

From: Natacha Dana, Chair, Citizens' Advisory Committee on Housing & Community Development

Through: Ki'i Kimhan, Director, Housing & Community Services

Date: August 13, 2026

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

Number of Vacancies: 11

Interview Information

Date of Interviews: July 24, 2026

Applicant Names: Jonah Baker, Ram Chandra 'RC' Panta, Katja Harguth, Shanta Crawford-Hill

Applicants Interviewed: Jonah Baker

Summary of suggested appointment(s):

The Citizens' Advisory Committee on Housing & Community Development believes that Jonah Baker demonstrated qualities that will make him a strong addition to the Committee. He exhibited clear commitment to civic engagement, a willingness to learn and actively participate, and an understanding of the high level of responsibility associated with serving on the Committee. The Committee is confident in his willingness to uphold the standards necessary to provide thoughtful oversight and stewardship of federal housing and community development funds.

Recommendation

The Citizen's Advisory Committee on Housing & Community Development strongly supports the appointment of Jonah Baker as a member(s) on the Citizens' Advisory Committee on Housing and Community Development.

Citizens Advisory Committee On Housing & Community Development

Applicant Package - Ward I

Citizens Advisory Committee On Housing & Community Development - Ward I

Term 01 Sep 2023 - 31 Aug 2027

Positions Available 8

Number of applicants in this package 1

- Baker, Jonah

Received: 2/23/2026

Ward I Resident and Not Registered Voter

Adams County

Vetted: 2/25/2026

Marcus Bond

Name: Baker, Jonah

Address: [REDACTED]

Email: [REDACTED]

Board Name: Citizens Advisory Committee on Housing & Community Development

Date of Birth:

[REDACTED]

Home Phone Number:

[REDACTED]

Work Phone Number:

[REDACTED]

How long have you lived in Aurora?:

5 months

Are you registered to vote?:

Yes

Years of Education Completed:

3

Degree(s) Received:

No degree

College(s) Attended:

Texas Southern University

Employer Name:

Holmes Murphy

Employer Address:

5619 DTC Parkway

Current Position:

Client Account Manager

Years with Current Employer:

3 years

Work Experience:

Customer Service, Client Management, Project Management

Certification(s):

GBA

How are you involved in your community?:

I serve as a deacon in my church, I am also on the board of directors for the NAAIA CO Chapter.

List your interests and activities.:

Being outside and meeting new people.

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

Yes

If yes, enter the board name and position:

NAAIA

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

No

Why do you desire this appointment?:

As a homeowner in Aurora, and with my background in project management, I would like to be a contributing member in making sure that our city continues to look beautiful for the current and future residents.

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

10 hours

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

No

If yes, please explain:

None

Reference 1: Full Name, Phone Number and Address:

Khayri Patterson [REDACTED]

Reference 2: Full Name, Phone Number and Address:

Sarah Dismuke [REDACTED]

Reference 3: Full Name, Phone Number and Address:

Stephan Dickens [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:

Jonah Baker

Time of Submission: 02/23/26 4:53:23 PM

Attachments

- JBaker Resume with client feedback.pdf

SUMMARY

Senior-level professional with extensive experience and a solid understanding of employment benefits and sales. I possess excellent communication and problem-solving skills, allowing me to effectively meet internal and external expectations. I am adept at staying focused on projects, developing strategic plans, and meeting tight deadlines. Additionally, I excel at building strong relationships with personnel, customers, and vendors through my knowledge, professionalism, and integrity.

EXPERIENCE

Employee Benefits Account Manager- III
Holmes Murphy
July 2023- Present

- **Account Management:** Support client teams, maintain relationships, and communicate clearly.
- **Benefits Strategy:** Collaborate to evaluate and recommend benefits strategies.
- **Project Management:** Establish and manage timelines, draft and distribute RFPs, and coordinate sales and service teams.
- **Negotiations:** Work with insurance carriers to resolve negotiations.
- **Presentations:** Prepare materials using Excel, PowerPoint, and Word.
- **Implementation:** Coordinate new health and welfare benefit plans.
- **Communication:** Daily interactions with insurance companies, vendors, and internal teams.
- **Client Interaction:** Travel to client sites, present at meetings, and facilitate meetings.
- **Issue Management:** Research and manage escalated client issues.
- **Documentation:** Maintain benefit product files and ensure account accuracy.
- **Training:** Assist with training and onboarding new team members.
- **Analysis:** Analyze client data and coordinate with analysts.

Employee Benefits Account Manager
Moody Insurance
September 2022-June 2023

- **Liaison Role:** Act as a liaison between insurance carriers and clients for billing inquiries and document deliveries.
- **Relationship Management:** Maintain strong relationships with internal and external teams.
- **Project Collaboration:** Assist account executives in managing special and ad-hoc projects.
- **Issue Resolution:** Ensure issues are escalated appropriately for prompt resolution.
- **Client Onboarding/Offboarding:** Oversee clients' onboarding and offboarding processes.
- **Open Enrollment Preparation:** Prepare materials and conduct Open Enrollment meetings.
- **Application Management:** Manage new and renewal business applications, including obtaining client signatures and submitting to carriers.
- **BOR Transfers:** Oversee onboarding of new clients through Broker of Record transfers.
- **Claims and Billing Issues:** Research and resolve escalated claims and billing issues.
- **Market Research and Compliance:** Research market changes and updates to laws and

regulations, communicate findings, suggest policy changes, and coordinate notifications with Benefits Consultants.

Account Executive
Clariben Administrators
August 2021- August 2022

- **Leadership:** Lead departments and firm operations.
- **Onboarding:** Ensure successful onboarding and payroll processing for new hires.
- **Recruitment:** Recruit, interview, and hire staff.
- **Payroll and Benefits:** Manage payroll and benefits administration.
- **Strategic Planning:** Create and implement strategic plans.
- **Client Interaction:** Regularly interact with clients to meet their expectations.
- **Collaboration:** Collaborate with the Sales department.
- **Training and Development:** Conduct training for new hires and develop leadership within the company.
- **Implementation Support:** Assist in planning and testing client databases.
- **Training Materials:** Restructure and improve training materials and procedures.
- **Liaison Role:** Handle inquiries, administer contracts, and resolve issues between clients, brokers, and vendors.
- **Open Enrollment:** Recommend methods to increase enrollment completion rates.

Client Service Manager
Empyrean Benefits
December 2017-June 2021

- **Client Management:** Manage client groups with an average workforce of 2,000 and build trusted partnerships.
- **Project Management:** Create and manage open items lists, project plans, and open enrollment processes.
- **Team Integration:** Ensure proper integration between administrative and Shared Services teams.
- **Service Delivery:** Deliver services according to the client's Statement of Work and ensure quality.
- **Financial Accountability:** Manage clients' profit and loss results and collaborate to collect out-of-scope revenue and identify upsell opportunities.
- **Team Leadership:** Directly manage a Business Analyst, ensuring their performance, growth, and engagement.
- **Implementation Oversight:** Create and maintain project plans, status reports, and ensure testing for new functionalities.
- **Client-Specific Guides:** Review and ensure processing guides are available by the go-live date.
- **Financial Coordination:** Coordinate with the finance department on financial setups and client administration.
- **System Testing:** Create test plans to ensure accurate system configuration.

Benefits Account Manager
PEC (Professional Enrollment Concept)
March 2016-Nov 2017

- **Platform Utilization:** Review, process, and complete transactions and conduct research using multiple platforms.
- **Client Issue Resolution:** Address various client issues, from major escalations to minor updates.
- **Sales Participation:** Participate in sales meetings to demonstrate the HR platform to prospective clients and brokers.
- **Reporting:** Prepare, review, and create standardized and ad hoc reports for brokers and clients regularly.
- **Collaboration:** Work with clients and brokers to set goals and deadlines for open enrollment.
- **Customer Support:** Partner with the Call Center Team to resolve customer escalations and inquiries.
- **Data Assistance:** Assist the Data Analyst with discrepancy reports and updates on employee coverage with carriers.

Employee Benefits Consultant
Consulting Support Services
November 2015-March 2015

- **Team Support:** Serve as a resource for team members on coverage issues and benefits questions.
- **Liaison Role:** Act as a liaison between Benefits and Payroll to develop tracking systems for accurate benefits deductions.
- **Billing Reconciliation:** Develop processes for accurate billing reconciliation and manage vendor relationships.
- **Data Management:** Record employee inquiries to identify trends and maintain statistical data on premiums, claims, and costs.
- **Disability Administration:** Monitor and administer Short-Term and Long-Term Disability, ensuring timely payments.
- **Benefits Administration:** Verify monthly premium statements, update benefit deductions, and coordinate COBRA coverage.
- **Communication:** Create reports, benefit communication pieces, and open enrollment materials. Serve as the primary contact for employee inquiries.
- **Employee Assistance:** Assist employees with benefits paperwork and participate in open enrollment and health fairs.
- **Orientation and Training:** Contribute to new employee orientation and prepare responses to benefits-related questions.
- **Positive Representation:** Represent the Benefits Department positively and provide timely follow-ups.
- **Issue Resolution:** Address unforeseen issues and ensure successful task completion.
- **Policy Development:** Develop company policies and handle employee discipline.
- **Collaboration:** Collaborate with the President on cost control and project estimates.
- **Financial Management:** Ensure all monthly accounts receivable and payable transactions are

processed.

Benefits Administrator
Aon Hewitt
June 2005- May 2013

- **Research and Analysis:** Conduct research and analyze benefits and rates.
- **Benefits Package Creation:** Manually create benefits package letters as needed.
- **Call Handling:** Handle daily inbound and outbound calls.
- **Employee Assistance:** Assist 40-50 employees daily with payroll, health & welfare, 401(k), and pension benefits.
- **Compliance:** Ensure compliance with federal and state laws, including HIPAA and FMLA.
- **Liaison Role:** Act as a liaison between employees and providers to resolve claims and other issues.
- **Support:** Provide support to management and colleagues with in-depth subject matter expertise.
- **Training:** Train new and seasonal hires, as well as ongoing employees, on various benefits topics.
- **Payroll Accuracy:** Ensure accurate time entries for payroll every week.
- **Document Review:** Prevent over \$100,000 from being processed by reviewing legally binding documents.
- **Claims Assistance:** Assist family members in processing death claims.
- **Team Leadership:** Lead a team of supervisors during the Annual Enrollment Season.
- **Client Interaction:** Interact with clients to attract and retain business.
- **Marketing and Sales:** Involved in health benefits marketing and sales.

EDUCATION

- Texas Southern University

Skills

- Client Relationship Management, Communication, Project Management, Analytical Skills, Compliance and Regulatory Knowledge, Problem-Solving, Technical Skills, Leadership and Team Management, Financial Management, Sales and Marketing

Organizations/Cabinet Affiliations

- CO Black Chamber of Commerce
- NAAIA (National African American Insurance Association)
- Cabinet Member of Sen. James Colman

License/Designation

- Health, Accident, and Life
- GBA (Group Benefits Associate)

Jonah Baker

[REDACTED]

[REDACTED]

Client Recognition

I wanted to take a moment to formally recognize the outstanding service and support we've received from Jonah Baker. He has done an exceptional job managing our medical, dental, vision, life, and disability insurance accounts, and I truly appreciate the value he brings to our company.

Jonah is always responsive, thorough, and incredibly helpful—whether he's assisting me with day-to-day questions or supporting our employees with pre-authorizations, claims reimbursements, or clarifications on coverage. His knowledge and commitment to service have earned consistent compliments from our team, and his involvement has made my role in managing our benefits much easier.

One example that stands out is when he assisted our company's owner with Medicare enrollment questions. She initially believed she needed to sign up for Medicare immediately due to her age, but Jonah took the time to explain that, because she was actively employed, she could remain on the company's health insurance. He carefully outlined the pros and cons of enrolling in Medicare now versus staying on our plan, which offers more robust benefits, and demonstrated patience and professionalism throughout the conversation. Even though the owner called him unexpectedly, Jonah stayed on the phone for 45 minutes to ensure all her questions were answered and that she fully understood her options.

Another instance involved an employee who faced a complicated medical claim denial. Jonah worked closely with both the healthcare provider and the insurance company to resolve the issue quickly, ensuring the employee received the necessary care without additional stress. His proactive approach and attention to detail turned a potentially frustrating experience into a smooth and positive outcome.

I'll also mention that at one point, we were seriously considering exploring benefits offered through our current captive program, who recently made this option available to risk management members. However, because of Jonah's exceptional service and the trust we've built with him, we made the decision to stay where we are. His dedication and expertise have made all the difference.

We are grateful to have such a reliable and knowledgeable partner in Jonah, and I wanted to ensure his efforts are acknowledged.

Best regards,

First, I'd like to say I'm very pleased with how things are going so far and the communication we're receiving from your team, especially Jonah.

I've gotten feedback from our leaders on the best time to meet with our employees on Open Enrollment. I know it's a big ask, but is there anyone on your team who might be available present at 7 a.m. CST on Tuesday 4/8 so we could catch our crews before they get started at the job sites?

We'd also like someone to present at our weekly management meeting on Wednesday 4/9 at 3:30 pm CST. Would that work?

Would you be willing to let us record one or both of these meetings so we can share with employees who aren't able to attend?

Jonah Baker

[REDACTED]

[REDACTED]

As we approach the final stage of issuing the Guarantee Issue DI policies for Gilmore Construction I wanted to send over a quick note to thank you for placing this business with Principal. Our team really enjoyed working with Jonah on this first case together and how smooth and efficient he made this install go from quoting all the way to implementation. We'll look forward to working together on any future Executive Disability Programs for your clients.

If I can ever answer any questions for you or be a resource please don't hesitate to reach out.

Thank you. Have a wonderful day!

Courtney Hanson (Kastelic) | Regional Director of Executive Benefits
Minnesota, North Dakota, South Dakota, Colorado, Wyoming, Western Wisconsin
Office: [REDACTED]
Cell: [REDACTED]

Hi Jonah!

First off thank you so much for your assistance with our employee Dawn Webber on her insurance issues. She has told me the critical help you provided and bonus points as she is my sister 😊

Reaching out to see if our Hartford policies allow for employee leave to enter substance abuse treatment. It looks like either Cigna PPO plan would be best for this with the same copays and coinsurance but let me know if one is better than the other.

We are just looking to understand all of our options with a current employee we'd like to assist in seeking help.

On behalf of TECO-Westinghouse, I want to thank you for allowing your staff to help us with 2025 Open Enrollment. Jonah is fantastic to work with, and we value his opinions and recommendations.

Keep up the great job, and I hope to see you on the next run!

Citizens Advisory Committee On Housing & Community Development

Applicant Package - Ward V

Citizens Advisory Committee On Housing & Community Development - Ward V

Term 01 Sep 2023 - 31 Aug 2027

Positions Available 8

Number of applicants in this package 1

- Panta, Ram Chandra 'RC'

Received: 12/28/2025
Ward V Resident & Registered Voter
Arapahoe County
Vetted on 12/29/2025



Name: Panta, Ram Chandra 'RC'

Address: [REDACTED]

Email: [REDACTED]

Board Name: Citizens Advisory Committee on Housing & Community Development

Date of Birth:

[REDACTED]

Home Phone Number:

[REDACTED]

Work Phone Number:

[REDACTED]

How long have you lived in Aurora?:

11 years

Are you registered to vote?:

Yes

Years of Education Completed:

MBA

Degree(s) Received:

Bachelor of Science, MBA

College(s) Attended:

University of Colorado Denver Eastern New Mexico University

Employer Name:

University of Colorado Colorado Springs

Employer Address:

Colorado Springs

Current Position:

Director of Auxiliary Finance

Years with Current Employer:

6 months

Work Experience:

Details are attached in the resume.

Certification(s):

Certified Grant Management

How are you involved in your community?:

11 Years

List your interests and activities.:

Details are attached in the resume.

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

No

If yes, enter the board name and position:

NA

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

No

Why do you desire this appointment?:

To serve the community

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

10 hours

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

No

If yes, please explain:

NA

Reference 1: Full Name, Phone Number and Address:

I will provide in the interview or upon selection.

Reference 2: Full Name, Phone Number and Address:

I will provide in the interview or upon selection.

Reference 3: Full Name, Phone Number and Address:

I will provide in the interview or upon selection.

How did you hear about us?:

Other

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

RC Panta

Time of Submission: 12/28/25 1:33:06 PM

Attachments

- Resume RC Panta_General.pdf

PROFESSIONAL SUMMARY:

Highly accomplished Financial Professional with expertise in auxiliary finance, government financial management, large-scale fund administration, and regulatory compliance. Adept at overseeing multibillion dollar SNPLMA programs, ensuring fiscal accountability, and driving strategic financial planning. Extensive experience managing funds under the Southern Nevada Public Land Management Act (SNPLMA), including financial tracking, investment management, and regulatory reporting. Skilled in financial policy development, internal controls, and compliance with OMB directives, GAAP, and federal accounting standards. Strong leadership, analytical, and problem-solving abilities, with a commitment to optimizing financial performance and operational efficiency.

KEY QUALIFICATIONS:

- Over a decade of experience in government accounting, financial management, fund administration, and investment analysis.
- Experience in Federal Accounting Standards, GAAP, OMB Circulars, and financial reporting.
- Experience in SNPLMA financial oversight, including multi-billion-dollar fund tracking and investment management.
- Skilled in grant and fund management, regulatory compliance, and financial reporting.
- Knowledge of accounting systems, automation, and financial systems integration
- Knowledge of treasury bond investments to maximize returns while maintaining liquidity.
- Strong leadership and supervisory experience, including managing financial teams and ensuring accurate reporting.
- Effective communicator with experience presenting financial insights to senior officials and external stakeholders.

FULL-TIME EMPLOYMENT HISTORY:

Director of Auxiliary Finance – 40hrs / week - Fulltime

University of Colorado Colorado Springs

06/2025 – Present

1420 Austin Bluffs Pkwy, Colorado Springs, CO 80918

- Directed budget development and oversight across auxiliary, grant, gift, and general funds, ensuring compliance with university, state, and federal regulations.
- Led strategic financial planning, forecasting, and modeling to support institutional short- and long-term goals.
- Oversaw fiscal compliance and audit readiness, serving as point of contact for internal and external audits.
- Implemented internal controls and risk management practices to safeguard assets and improve accountability.
- Developed and presented financial reports, variance analysis, and KPIs to leadership for data-driven decision-making.
- Managed post-award grant administration, including budget tracking, expense verification, and sponsor compliance.
- Identified and executed efficiency improvements and cost-saving measures, including contract and vendor analysis.

- Guided revenue generation strategies by analyzing market trends and benchmarking performance.
- Served as a financial advisor to stakeholders, providing expert consultation on budget and fiscal policies.
- Delivered training to staff and faculty on financial policies, compliance, and system use.

SENIOR (STAFF) ACCOUNTANT (GS 13) – 40hrs / week – Fulltime

Took Deferred Resignation Plan (DRP) offer and in administrative leave since April 18, 2025.

U.S. Department of the Interior

05/2024 – 09/30/2025

Bureau of Land Management, National Operation Center

Denver Federal Center, CO 80225-0047

- Provide expert financial guidance to top bureau management officials, ensuring compliance with OMB directives and federal legislation. Develop, implement, and oversee accounting policies, procedures, and financial management improvements. Analyze, interpret, and apply federal financial standards, advising on regulatory requirements and internal controls. Lead financial statement preparation under the CFO Act, ensuring accuracy and compliance with GAO, Treasury, and OMB standards. Conduct detailed financial analysis and maintain general ledger integrity to support strategic decision-making. Serve as a key advisor on financial reporting, cost management, and budget planning. Oversee the implementation of new accounting standards, financial policies, and automated systems. Represent BLM on Standard General Ledger (SGL) Board and Departmental financial teams. Advise leadership on cost reduction, operational improvements, and internal control enhancements. As a SNPLMA Accountant at the National Operations Center (NOC) for the Bureau of Land Management (BLM):
 - ◆ Responsible for the complete financial tracking and reporting for the Southern Nevada Public Land Management Act (SNPLMA), a program that has generated over \$4 billion through land sales since 1998.
 - ◆ Provide detailed reports to field offices on budget, collection, sales, and distribution of funds, ensuring accurate allocation of 10% to the Southern Nevada Water Authority, 5% to the State of Nevada General Education Fund, and 85% to a treasury special account.
 - ◆ From the 85%, SNPLMA special legislation distributes these collected revenues across western states through multiple rounds of funding for projects. For example, in 2022, Round 18 proposed \$348 million for 62 projects enhancing recreation, conservation, and wildfire prevention across three western states. In 2023, \$400 million was approved for Round 19, funding 46 projects. Most recently, in 2024, the Secretary of the Interior approved \$375 million for Round 20, funding 35 projects.
 - ◆ Responsible for maintaining the cash reserves in the SNPLMA special account to support multiple rounds of project funding through various instruments, including direct charges, reimbursements, IPACs, and ASAP drawdowns, ensuring sufficient liquidity in the account to meet the program's obligations.
 - ◆ Oversee the investment of the account's remaining balance in treasury bonds to earn interest and maximize returns while adhering to federal financial guidelines. As well as, overseeing these large-scale revenues and expenditures aligns directly with the position's requirements for grant and fund management, financial reporting, and compliance with special legislation.

- Served as a temporary Acting Section Chief for the Financial Programs and Investments Section, supervising a team of 12 and ensuring accurate financial reporting during my supervisor's absence. Also, the candidate in the BLM Emerging Leadership Program 2025 Cohort is further refining skills in strategic planning and stakeholder engagement, preparing to take on leadership roles when needed.

FINANCIAL REPORTING ACCOUNTANT (GS 9/11/12) – 40hrs / week - Fulltime

U.S. Department of the Interior

02/2021 – 05/2024

Bureau of Land Management, National Operation Center

Denver Federal Center, CO 80225-0047

- Responsible for financial management policies, practices, techniques, and procedures that guide primary office financial work. Identify those guidelines that need revision, develop recommendations for changes, and analyze the impact of changes. Plan and conduct financial management studies that involve analyzing complex data and interrelated administrative processes such as budgetary, financial, procurement, and property management functions in the section. Develop innovative recommendations for eliminating problems or improving the operation under study and write reports to document findings and recommendations. Review and analyze data in reports and financial statements; identify problems, discrepancies, abnormal trends, and control weaknesses; determine if adjustments or corrections are required. Provide and implement solutions to correct internal control and reporting weaknesses; review and analyze the effect of new or revised regulatory changes and develop financial management reporting procedures. Review and analyze financial reports generated by the financial system and determine compatibility with plans, prior month status, other relevant reports, and the general ledger. Prepare external management reports, statements, supporting schedules, justification, and related documents required by OMB, Treasury, and DOI to ensure data consistency and integrity. Analyze processing flows, integrate external system interfaces and internal subsystem modules, and recommend improvements in control techniques. Prepare the bureau's annual financial statements required by the CFO Act, ensuring that the financial statements meet prescribed standards (e.g., form, content, etc).

SENIOR STAFF ACCOUNTANT – GRANTS – 40hrs / week - Fulltime

RED ROCKS COMMUNITY COLLEGE

08/2017 – 01/2021

13300 West 6th Ave, Lakewood, CO 80228

- Provided professional technical accounting services in all areas of the accounting function, including grants and contracts. Provided general accounting functions including the preparation of reconciliations, the analysis needed for period closes, projections, reports, and GL research and analysis. Perform a variety of professional accounting and complex technical functions associated with correctly classifying, recording, and reporting general, auxiliary, restricted, and agency fund transactions. Provide restricted fund grant and contract accounting and reporting for federal, state, local, and private funding sources. Ensure compliance with the grant/contract agreement and all applicable federal, state, and local statutes, OMB Circulars as codified into federal law, state fiscal rules, or other applicable guidance. Work closely with many departments in college to coordinate restricted fund requirements and provide grant program support. Ensure grant budgets are entered timely upon grant award. Prepare timely and accurate reconciliations of grant expenditures, monthly invoices to grantors, and other reporting required by grantors. Calculate allocable expenses and indirect charges and prepare a journal. Monthly record restricted fund revenue and receivables. Prepared inter-

departmental transfer (IDI) entries for related grant expenses. After the grant closeout, ensure the restricted fund activity is fully recorded, and all balance sheet activity is complete. Prepare year-end accrual entries, adjustments, and schedules for the annual audit, State of Colorado compliance, and financial reporting. Provide monitoring and reporting for federal, state, local, and private funded capital, and non-capital assets at Red Rocks Community College, including Warren Tec. Ensure compliance with the grant/contract agreement and all applicable federal, state, and local statutes, OMB Circulars as codified into federal law, state fiscal rules, GAAP, CCCS guidelines, and RRCC procedures.

STAFF ACCOUNTANT - FIXED ASSETS AND TRAVEL – 40 hrs./week – Fulltime

RED ROCKS COMMUNITY COLLEGE

03/2015 – 08/2017

13300 West 6th Ave, Lakewood, CO 80228

- **Fixed asset accounting & Inventory monitoring**

Ensured controls over fixed assets are operating effectively, including issuance and control over inventory tags and numbering. Prepared elimination journal entries quarterly. Planned and conducted financial analysis of interrelated administrative processes in fixed assets accounting modules, capital inventory, and non-capital inventory management procurement, maintain in book and disposal functions. Implemented process to adapt established procedures to eliminate problems and participated in a committee to improve fixed assets, travel, and account payable process. Reviewed data, reports, and financial statements and identified abnormal trends and controlled weaknesses in Banner Fixed Asset Modules and COGNOS. Reviewed and analyzed financial reports generated by the financial software Banner, COGNOS, and CORE; identified problems and discrepancies and determined if adjustments or corrections are required before monthly close, quarterly close, and yearly close. Prepared financial reports, statements to satisfy reporting requirements. Evaluated financial system software Banner (Test, User, and Prod) and COGNOS by preparing test scenarios for new releases or upgrades when necessary/ required by Colorado Community Colleges System (CCCS) office.

- **Travel Accounting:**

Ensured all travel are compliance with state & federal government rules applicable to grant-funded travel, and system office requirements. Gathered and reviewed tax or other guidance and developed initial opinions regarding tax liabilities associated with foreign travels. Coordinated with Assistant Controller, Controller, or system office staff as required for foreign travel arrangements. Completed reconciliation of receipts and expenses within 60 days of travel completion and assisted with refunds as needed. Ensured all travel accounts were balanced prior to Jun 30, end of Fiscal Year.

ACCOUNTING TECHNICIAN II – 40 hrs. /week – Fulltime

COLORADO SCHOOL OF MINES

07/2014 – 03/2015

1500 Illinois Street, Golden, CO 80401

- Performed continuous work reviews and analysis of all type of student accounts to ensure that it was current, up-to-date, and accurate. Prepared various complex financial documents for accounting transactions in an assigned area of responsibility. Responsible for reconciliation of cash vault, student accounts, petty cash, and cashiers' daily work to the respective accounts, various types of automated accounting reports, and in turn to journal entries and general

ledgers. Performed research of current accounts, historical data, source documents, etc., to assist in the development and explanation of detailed information not otherwise readily available. Applied accounting regulations, policies, and procedures, input accounting data into an automated accounting system BANNER ERP. Compiled and verified data for accuracy and completeness. Extracted data from different account records to prepare financial reports.

- Maintained accounts receivable supporting documentation within cashier office and Controller's office. Performed required follow-up action to ensure proper student accounts payment procedures are adhered to and proper due process rights in accordance with Federal, State, and School policies. Prepared refund vouchers and payments for overpayment from third party, and Federal Grants/Loan. Assured the billing process, debt collection activities, and third-party liability function is completed on time

ACCOUNTING TECHNICIAN I – 40 hrs. / week – Fulltime

RED ROCKS COMMUNITY COLLEGE

05/2013 - 07/2014

13300 West 6th Ave, Lakewood, CO 80228

- Utilized excellent customer service skills daily and interacted with students and departments in accepting payments and deposits. Primary duties and responsibilities included: custodian of daily cash drawer, balance drawer within established cash limits and request cash drop as needed, using excellent customer service skills and a calm, professional demeanor, verify and record payments received at the window, through the mail, via phone, or electronic bank transfers made by students or third party payers for tuition and fees, by internal departments or other sources as required.

EDUCATION:

EASTERN NEW MEXICO UNIVERSITY

1500 S Ave K, Portales, NM 88130

12/2020

MASTER OF BUSINESS ADMINISTRATION (MBA) - 4.0 GPA

UNIVERSITY OF COLORADO DENVER

1201 Larimer Street, Denver, CO 80204

12/2012

BACHELOR OF SCIENCE in Business Administration, major in accounting and minor in Economics

COMPUTER AND OFFICE EQUIPMENT PROFICIENCY:

- PC and Macintosh Operating System, Microsoft Office, Outlook, SharePoint, Internet, Microsoft Access
- Desktop Computers, Laptops, and Notebooks, Fax, Telephone, 10-keys calculator, financial calculator, Scanner, Copiers
- Knowledge of accounting software SAP, SAHANA, Oracle Business Intelligence, BPC, FBMS, ECC etc.



PROFESSIONAL AND COMMUNITY AFFILIATIONS:

- Member of Association of Government Accountants (AGA) since 2023
- President NRNA Colorado Chapter 2021 - 2023
- Life Member of Delta Mu Delta Honor Society since 2020
- Member of Associations of Certified Fraud Examiners since 2017
- Member of Colorado Fiscal Managers' Association since 2015
- Member of The Professional Accounting Society of America since 2013

SECURITY CLEARANCE: Active: Public Trust

REFERENCES: Available upon request

Citizens Advisory Committee On Housing & Community Development

Applicant Package - Ward V

Citizens Advisory Committee On Housing & Community Development - Ward V

Term 01 Sep 2023 - 31 Aug 2027

Positions Available 9

Number of applicants in this package 1

- Harguth, Katja

Received: 4/20/2026

Ward V Resident and Registered Voter

Arapahoe County

Vetted: 4/20/2026

Marcus Bond

Name: Harguth, Katja

Address: [REDACTED]

Email: [REDACTED]

Board Name: Citizens Advisory Committee on Housing & Community Development

Date of Birth:

[REDACTED]

Home Phone Number:

[REDACTED]

Work Phone Number:

[REDACTED]

How long have you lived in Aurora?:

25 years

Are you registered to vote?:

Yes

Years of Education Completed:

20

Degree(s) Received:

Professional Degree in Architecture and Urban Planning

College(s) Attended:

University of Applied Science, Kiel, Germany

Employer Name:

JLA Architects

Employer Address:

4363 Blake Street

Current Position:

Project Manager

Years with Current Employer:

1

Work Experience:

25+ years

Certification(s):

Architect

How are you involved in your community?:

Volunteer work

List your interests and activities.:

Affordable housing, urban planning

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?:

It would give me an opportunity to serve my community. I believe I can bring my Expertise in the field of housing to good use.

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:

N/a

Reference 1: Full Name, Phone Number and Address:

Christian Fussy, [REDACTED]

Reference 2: Full Name, Phone Number and Address:

Debra Bristol, [REDACTED]

Reference 3: Full Name, Phone Number and Address:

Augustine Remedios, [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:

Katja Harguth

Time of Submission: 04/17/26 8:09:43 PM

Attachments

- Katja harguth CV_2025.pdf



Introduction

Katja, born and educated in Germany, is an architect that has designed and managed complex projects in Europe, South Africa and the US. She moved to Colorado in 2000 and has been calling Aurora home since 2001. Outside her professional work as an architect and planner, Katja and her husband have raised 2 kids in Aurora, both now in college, one a CU Boulder graduate, the other currently attending CSU in Fort Collins.

Katja has over 25 years of international experience in the architectural profession, working in all phases of projects, including entitlements, planning, design, project management, construction documentation and construction administration. Her focus has always been on multifamily residential building projects, with an emphasis on affordable housing in Colorado. Katja is a member of [REDACTED]

Born and Raised

Wuppertal, Germany

Hometown

Naturalized US Citizen

Education

1990-1997 University of Applied Sciences, Kiel, Germany

Degree: Diplom Ingenieur, Architektur und Stadterneuerung (1997)
(Master of Science, Architecture and Urban Renewal)

Licensed Architect, since 1999



LEED AP BD+C

Computer Skills

Revit (10+ years) AutoCAD (15+ years), Bluebeam Review, New Forma, Procore, InDesign, MS Office 360, MS Teams, Zoom, Miro Board SketchUp, PowerPoint, Prezi, Deltec, Ajera, Mosaic, MS Project Manager, Mosaic

Volunteer

Cherry Creek School District

Accountability Committee

Cherry Creek Academy

Election Committee

Food Bank of the Rockies

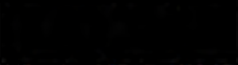
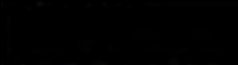
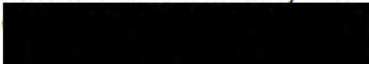
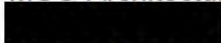
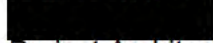
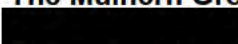
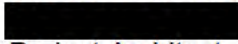
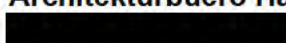
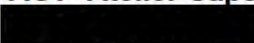
Warehouse Volunteer

WeeCycle

Help with warehouse renovation and remodel

Professional Experience:

2025- Present	
JLA Architects and Planners [REDACTED] Senior Project Manager	Currently working on an affordable senior housing project for the Brighton Housing Authority. Volunteering with WeeCycle on a remodel and renovations at their office/warehouse space.
2021-2024	
Studio Completiva [REDACTED] Senior Associate/ Senior Project Manager	During her time with Studio Completiva Katja managed a variety of affordable housing projects, such as Clara Brown Commons in the Denver Cole neighborhood, the Irving on West Colfax, one of the first housing projects with Colorado Initiative #123 funding, Paloma Garden, 64 units of affordable senior housing for VOA in Colorado Springs, completed in 2023.

Studio Completiva  Senior Associate/ Senior Project Manager	Further, she worked with the City and County of Denver Department of Housing Stability on Assessments of 7 homeless shelters owned by The City and County of Denver, Denver Coalition for the Homeless, and Catholic Charities. In her role she coordinated Architects, MEP engineers, Accessibility Consultants, Code Compliance Consultants and Cost Estimators, resulting in individual reports for each shelter making recommendations for future upgrades and provisions necessary for emergency preparedness. The team toured each shelter and presented each report to the ownership group to discuss priorities and budgets for next steps. Another part of this project was the Assessment of an existing Best Western Hotel for CCD acquisitions of Real Estate. The former Best Western Hotel is now used for housing and analyzed for use as transitional housing in the future.
Jan 2021- October 2021	
EVstudio  Senior Project Architect	Multifamily, Mixed Use
Feb 2017 – July 2020	
Stantec Architecture, Inc.  Senior Project Architect	Multifamily Mixed Use Office
2016-2017	
PWN-Architects and Planners  Project Manager	Multifamily and Mixed Use
2015-2016	
MCG-Architecture,  Project Manager	Retail/Senior Care
2013-2015	
LAI-Design Group,  Project Architect/Designer	Mixed Use/Multifamily Residential
2002- 2009	
The Mulhern Group, Ltd.,  Project Architect	Large Scale retail High End Multifamily Residential
2000-2001	
Melick Associates  Project Architect	Multifamily Residential Hospitality
1999-2000	
Architekturbuero Harguth,  Project Architect	Multifamily Residential Office
1997-1998	
ACT- Atelier Cape Town, Cape  Owner/Principal	Residential Hospitality Investment Consultant

Citizens Advisory Committee On Housing & Community Development

Applicant Package - Ward VI

Citizens Advisory Committee On Housing & Community Development - Ward VI

Term 01 Sep 2023 - 31 Aug 2027

Positions Available 11

Number of applicants in this package 1

- Crawford-Hill, Shanta

Received: 08/11/2026

Ward VI Resident and Registered Voter

Arapahoe County

Vetted: 08/12/2026

Marcus Bond

Name: Crawford-Hill, Shanta

Address: [REDACTED]

Email: [REDACTED]

Board Name: Citizens Advisory Committee on Housing & Community Development

Date of Birth:

[REDACTED]

Home Phone Number:

[REDACTED]

Work Phone Number:

[REDACTED]

How long have you lived in Aurora?:

35 plus years

Are you registered to vote?:

Yes

Years of Education Completed:

18

Degree(s) Received:

MBA

College(s) Attended:

UNIVERSITY OF PHOENIX

Employer Name:

AUNTIE MORTGAGE GROUP

Employer Address:

6105 S. MAIN ST, SUITE 200, AURORA, CO 80016

Current Position:

FOUNDER AND PRINCIPAL

Years with Current Employer:

5

Work Experience:

ORIGINATE RESIDENTIAL LOANS AND SELL INSURANCE PRODUCTS

Certification(s):

MORTGAGE LOAN OFFICER, INSURANCE AGENT PROPERTY AND CASUALTY, LIFE AND HEALTH

How are you involved in your community?:

PARTICIPATE WITH CHURCH IN COMMUNITY ACTIVITIES AND TEACH NEW HOMEBUYERS ABOUT MORTGAGE LOANS AND INSURANCE

List your interests and activities.:

Hiking, Biking and connecting with people

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

No

If yes, enter the board name and position:

Citizens Advisory Committee on Housing and Community Development - Member

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

Yes

Why do you desire this appointment?:

To contribute to the impact of helping Aurora citizens gain and maintain homeownership

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

2-3 hours

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

No

If yes, please explain:

NA

Reference 1: Full Name, Phone Number and Address:

Dr. Kishann Duncan, [REDACTED]

Reference 2: Full Name, Phone Number and Address:

Shelbi Davis [REDACTED]

Reference 3: Full Name, Phone Number and Address:

Heidi Saponas, [REDACTED]

How did you hear about us?:

Board Member or Board Staff Liaison

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

Shanta Crawford-Hill

Time of Submission: 08/11/26 7:57:01 PM

Attachments

- Shanta Crawford-Hill BIO 2026.pdf

Shantá Crawford-Hill, President and CEO
Auntie Money Broker Services, Inc.
Crawford-Hill Insurance Agency, Inc.

Shantá Crawford-Hill, serves as the President & CEO of two financial service businesses, Auntie Money Broker Services, LLC., and Crawford-Hill Insurance Agency, Inc.

Shantá successfully drives the strategic direction for both firms to devise innovative solutions to help meet and service the needs of the clients. Both companies proudly serve a diverse clientele with wide-ranging goals. Shantá primary role in her leadership positions is to make sure her teams provide the businesses clients with exceptional service and empathy during each phase of their financial process.

Shantá has over twenty-five years of professional experience in the insurance and financial services in a fiduciary capacity where the client best interest is served first. Prior to her current entrepreneurship positions, Shantá served in various corporate leadership roles in the financial and insurance sectors, including claims and risk management. Her corporate insurance and financial industry experience includes but is not limited to CorVel Corporation, Ryder, USAA, American Family Insurance, MetLife and Prudential Insurance.

She enjoys working with families and engaging with the next generation by educating them on how to secure and protect their wealth. She regularly works with multi-generational families to develop unique strategies to obtain mortgage loans as well as informing them on how they should consider estate legal counsel to properly set up trusts and obtain life insurance products to protect wealth transfer.

Outside of her business roles, Shantá enjoys the outdoors, spending time with her family and husband of 30 years. In her free time Shantá enjoys new experiences and meeting new people from various backgrounds, especially those committed to improving their financial narrative for today and for future generations.

Shantá earned her M.B.A. in Business Administration from the University of Phoenix, of Lone Tree, CO, and a B.S. in Business Administration from Columbia University, in Aurora, CO.

Auntie Money Broker Services, LLC., a mortgage broker company, believes that real estate ownership is one of the most secure & impactful ways to create generational wealth. Therefore, our mission is to help first-time and seasoned homebuyers, veterans, property investors, and self-employed individuals achieve financial freedom by obtaining assets of residential and commercial properties. Also, we can assist our senior clients with arranging their home asset to serve their financial needs with the option of a Reverse Mortgage loan. We have several wholesale lending partners that extend a vast amount of loan options to help our clients obtain a loan product that best serves their financial plans including down payment assistance. We believe in making a complex loan process simple for our clients.

Crawford-Hill Insurance Agency, Inc., an insurance broker, provides our clients access to several insurance carrier partners that allows us to extend specialized insurance guidance and broad-ranging coverage options to help our clients protect what matters both now and in the future as their needs evolve. We extend insurance for auto, home, life, health, and commercial products, including workers comp and fleet coverage. We take a very proactive approach with assisting our clients in identifying potential risks and executing insurance solutions from a risk management perspective. We take our fiduciary role seriously by recommending the best plan and less expensive options if applicable that benefits the clients.

Auntie Money Broker Services, LLC., business NMLS # 2323961, is currently registered to conduct business with residents of the following states: CO, GA, TX. Shantá Crawford-Hill Individual NMLS#: 2160550

Crawford-Hill Insurance Agency, Inc., business license 729929, is currently registered to conduct business with residents of the following states: AZ, CA, CO, FL, GA, KS, LA, MA, NV, OH, OR, TX, VA. CA business #: 6007651; Shantá Crawford-Hill Individual license: 93316, CA # 4176200



CITY OF AURORA

Council Agenda Commentary

Item Title: Consideration to Appoint Three (3) Members to the Human Relations Commission

Item Initiator: Cecilia Zapata, Deputy City Clerk

Staff Source/Legal Source: Cecilia Zapata, Deputy City Clerk / 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: 9/14/2026

Regular Meeting: 9/28/2026

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

Item requires a Public Hearing: ☐ Yes ☒ No

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

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

Cecilia Zapata, Deputy City Clerk / 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
<i>Reason for waiver is described in the Item Details field above.</i> | |

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: N/A

Policy Committee Date: N/A

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

☐ Recommends Approval

☐ Does Not Recommend Approval

☐ Forwarded Without Recommendation

☐ Minutes Not Available

☐ Minutes Attached

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

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

The Human Relations Commission consists of a total of fifteen (15) members:

- Twelve (12) voting members, including one (1) youth member, appointed by City Council
- One (1) alternate non-voting member appointed by City Council
- One (1) alternate non-voting youth member appointed by City Council
- One (1) non-voting member appointed by the City Manager

The term length is three (3) years and members may serve up to three (3) terms. The expiration date for each term is December 31st. All eligible applications received within the last year are forwarded to the Commission to be considered for interviews.

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

The Human Relations Commission currently has eleven (11) vacancies. The Commission received four (4) applications and interviews were conducted on July 8, 2026 and August 6, 2026.

Among the applicants were:

Bobby Click
Jeanette Patterson
Megan Zitek
Sarah Henning

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

Bobby Click – 1st term beginning 1/1/2025 and ending on 12/31/2027

Megan Zitek – 1st term beginning on 1/1/2026 and ending on 12/31/2028

Jeanette Patterson – To complete the partial term beginning on 1/1/2024 and ending on 12/31/2026 and 1st full term beginning on 1/1/2027 and ending on 12/31/2029

FISCAL IMPACT

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

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

REVENUE IMPACT

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

N/A

BUDGETED EXPENDITURE IMPACT

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

N/A

NON-BUDGETED EXPENDITURE IMPACT

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

N/A

WORKLOAD IMPACT

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

N/A

QUESTIONS FOR COUNCIL

Does City Council wish to appoint Bobby Click, Megan Zitek and Jeanette Patterson to the Human Relations Commission?

LEGAL COMMENTS

All boards and commissions shall be appointed by City Council. (City Charter, art III, sec. 3-11 and art. IX, sec. 9-1) The human relations commission consists of twelve voting members, including a youth member, one nonvoting member (appointed by the City Manager), one alternate member who shall not be entitled to vote, and one youth alternate who shall not be entitled to vote. The twelve voting members and the alternate members shall be of voting age and be registered electors. The members shall be broadly representative of all citizens, and shall reflect, as far as possible, the religious, ethnic, and age groups of the community. (City Code § 82-27) (Wood)



To: Mayor Coffman and Members of City Council
From: Saman Mehdi, Chair, Human Relations Commission
Through: Ryan Lantz, Director, Human Resources
Date: August 11, 2026
Subject: Consideration to Appoint a Member to the Human Relations Commission

Board or Commission Name: Human Relations Commission

Number of Vacancies: 11

Interview Information

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

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

Applicants Interviewed: Bobby Click, Jeanette Patterson & Megan Zitek

Summary

Summary of suggested appointment(s):

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

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

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

Recommendation

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

Human Relations Commission

Applicant Package - Ward VI

Human Relations Commission - Ward VI

Term 01 Jan 2026 - 31 Dec 2028

Positions Available 11

Number of applicants in this package 1

- Click, Bobby

Received: 06/26/2026

Ward VI Resident and Registered Voter

Arapahoe County

Vetted: 06/30/2026

Marcus Bond

Name: Click, Bobby

Address: [REDACTED]

Email: [REDACTED]

Board Name: Human Relations Commission

Date of Birth:

[REDACTED]

Home Phone Number:

[REDACTED]

Work Phone Number:

[REDACTED]

How long have you lived in Aurora?:

7 years

Are you registered to vote?:

Yes

Years of Education Completed:

19

Degree(s) Received:

BA; JD

College(s) Attended:

University of Alabam

Employer Name:

EM-Sport Safety

Employer Address:

2373 Central Park Blvd Unit 100, Denver, CO 80238

Current Position:

Executive Director

Years with Current Employer:

3

Work Experience:

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

Certification(s):

Law Liscense

How are you involved in your community?:

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

List your interests and activities.:

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

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

No

If yes, enter the board name and position:

N/A

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

No

Why do you desire this appointment?:

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

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

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

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

No

If yes, please explain:

N/A

Reference 1: Full Name, Phone Number and Address:

Name: Hannah Hinton

Reference 2: Full Name, Phone Number and Address:

Name: Ryan Lipes

Reference 3: Full Name, Phone Number and Address:

Name: Mark Flynn

How did you hear about us?:

Word of Mouth

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

Bobby Click

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

Attachments

- Bobby Click CV (Nonprofit).pdf



Bobby Click

Nonprofit
Leader &
Sports
Executive

Contact Details



Core Skills

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

Professional Profile

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

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

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

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

Executive Leadership Highlights

- Led a national operational division of more than 65 professionals within a highly regulated, high-volume environment involving complex compliance, risk management, stakeholder coordination, and public trust. Oversaw large-scale intake, investigative, and resolution operations supporting thousands of matters annually across a national network of affiliated organizations.
- Extensive experience overseeing enterprise-scale operational systems, strategic planning initiatives, organizational growth efforts, and performance management frameworks. Designed and implemented scalable operational processes, reporting structures, and quality-control systems that improved efficiency, accountability, and organizational responsiveness during periods of rapid growth.
- Trusted advisor to boards of directors, executive leadership teams, regulators, legal counsel, and external stakeholders on matters involving governance, enterprise risk, compliance, organizational strategy, and institutional accountability.
- Proven track record leading mission-driven organizations centered on public trust, accountability, education, prevention, and community impact. Experienced building collaborative, high-performing cultures focused on transparency, stakeholder engagement, operational excellence, and continuous improvement.
- Experienced public speaker and organizational representative regularly engaged with nonprofit leaders, governing bodies, hospitals, universities, community organizations, media representatives, and national and international stakeholders.
- Deep experience across the Olympic and Paralympic movement, including work with national governing bodies, athlete safety systems, governance frameworks, organizational risk, and stakeholder trust.

Career Summary

Nov 2023 – Present

Sport Safety – EM, Denver, Colorado
Executive Director

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

Key Responsibilities

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

May 2019 - Aug 2023

U.S. Center for SafeSport, Denver, Colorado
Vice President, Response & Resolution

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

Key Responsibilities

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

Aug 2017 - May 2019

**Scott Sullivan Streetman & Fox, Birmingham, Alabama
Attorney**

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

Aug 2015 - Aug 2017

**Parkman White, Birmingham, Alabama
Attorney**

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

Nov 2014 - Aug 2015

**Carr Allison, Birmingham, Alabama
Attorney**

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

Dec 2011 - Dec 2014

**Tuscaloosa County Public Defender's Office, Tuscaloosa, Alabama
Assistant Public Defender**

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

Education

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

Additional Areas of Expertise

Nonprofit and Organizational Management

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

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

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

International Governance and Leadership (International Quadball Association):

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

Speaking and Training

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

Human Relations Commission

Applicant Package - Ward V

Human Relations Commission - Ward V

Term 01 Jan 2026 - 31 Dec 2028

Positions Available 11

Number of applicants in this package 1

- Patterson, Jeanette

Received: 07/02/2026

Ward V Resident and Registered Voter

Arapahoe County

Vetted: 07/06/2026

Marcus Bond

Name: Patterson, Jeanette

Address: [REDACTED]

Email: [REDACTED]

Board Name: Human Relations Commission

Date of Birth:

[REDACTED]

Home Phone Number:

[REDACTED]

Work Phone Number:

[REDACTED]

How long have you lived in Aurora?:

22 years

Are you registered to vote?:

Yes

Years of Education Completed:

21 years of education

Degree(s) Received:

Ed.D.

College(s) Attended:

Hutchinson Community College Emporia State University University of Phoenix NOVA SE University

Employer Name:

Lincoln Hills Cares

Employer Address:

608 26th Street, 2nd Floor Denver CO 80205

Current Position:

Executive Director

Years with Current Employer:

5 years

Work Experience:

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

Certification(s):

Teachers and Principal Certification DEI Certificate from Cornell Executive Leadership Certificate from Cornell

How are you involved in your community?:

The reason for me applying for this commission is to get involved. Since I am retired and working for a non profit it is now time for me to get involved with our community.

List your interests and activities.:

Shorter Community AME Church - Church reading walking traveling visiting museums singing

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

No

If yes, enter the board name and position:

NA

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

No

Why do you desire this appointment?:

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

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

5-10 hrs

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

No

If yes, please explain:

NA

Reference 1: Full Name, Phone Number and Address:

Joanna Miller

Reference 2: Full Name, Phone Number and Address:

Jeriod Patterson

Reference 3: Full Name, Phone Number and Address:

Lisa Ruiz

How did you hear about us?:

Newspaper

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

Jeanette R Patterson

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

Human Relations Commission

Applicant Package - Ward VI

Human Relations Commission - Ward VI

Term 01 Jan 2026 - 31 Dec 2028

Positions Available 11

Number of applicants in this package 1

- Zitek, Megan

Received: 07/22/2026

Ward VI Resident and Registered Voter

Arapahoe County

Vetted: 07/22/2026

Marcus Bond

Name: Zitek, Megan

Address: [REDACTED]

Email: [REDACTED]

Board Name: Human Relations Commission

Date of Birth:

[REDACTED]

Home Phone Number:

[REDACTED]

Work Phone Number:

[REDACTED]

How long have you lived in Aurora?:

13 years

Are you registered to vote?:

Yes

Years of Education Completed:

Masters+

Degree(s) Received:

BA History - Education MA Curriculum and Instruction Principal Certificate - Educational Leadership

College(s) Attended:

CSU CU Denver Regis

Employer Name:

Cherry Creek Schools

Employer Address:

4610 S. Ulster St., Suite 1001, Denver, CO 80237

Current Position:

Assistant Principal

Years with Current Employer:

26

Work Experience:

18 years teaching middle school, 7 years in an administrative role

Certification(s):

Principal License

How are you involved in your community?:

I've done a lot of community work within my three schools. I would like to do more now that my kids are young adults.

List your interests and activities.:

Hiking, walking, biking, outdoor fun, strength training, DIY, reading.

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

No

If yes, enter the board name and position:

n/a

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

No

Why do you desire this appointment?:

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

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

Since this would be new for me, I am unsure of the time commitment. However, I do have a lot of time available.

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

No

If yes, please explain:

n/a

Reference 1: Full Name, Phone Number and Address:

Nancy Lopez-Williams

Reference 2: Full Name, Phone Number and Address:

Brad Weinhold

Reference 3: Full Name, Phone Number and Address:

Dee Hallman

How did you hear about us?:

Other

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

Megan Elizabeth Zitek

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

Human Relations Commission

Applicant Package - Ward IV

Human Relations Commission - Ward IV

Term 01 Jan 2026 - 31 Dec 2028

Positions Available 14

Number of applicants in this package 1

- Henning, Sarah

Received: 2/26/2026

Ward IV Resident and Not a Registered Voter

Arapahoe County

Vetted: 2/27/2026

Marcus Bond

Name: Henning, Sarah

Address: [REDACTED]

Email: [REDACTED]

Board Name: Human Relations Commission

Date of Birth:

[REDACTED]

Home Phone Number:

[REDACTED]

Work Phone Number:

[REDACTED]

How long have you lived in Aurora?:

2 years

Are you registered to vote?:

Yes

Years of Education Completed:

14

Degree(s) Received:

REC 33 Real Estate

College(s) Attended:

Colorado Real Estate College, University of Northern Texas

Employer Name:

Self employed

Employer Address:

11295 E. Baltic Place Aurora, CO 80014

Current Position:

Promotions and Self Care Awareness

Years with Current Employer:

4

Work Experience:

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

Certification(s):

REC 33 Real Estate, Associates in Accounting

How are you involved in your community?:

I volunteer with my local church and help serve the homeless as well. I volunteer for different organizations across the Metro area, including fun runs, school activities, and other charity events.

List your interests and activities.:

All Colorado sports, the outdoors and nature, car enthusiast and love going to conventions of all kinds.

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

No

If yes, enter the board name and position:

na

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

No

Why do you desire this appointment?:

I would love to get more involved in the city. I am a former member of the Economic Development Commission in the city of Golden and would love to continue my civil service here in Aurora!

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

As much as needed. I have a pretty open schedule and this will take precedence over other things that may come my way.

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

No

If yes, please explain:

na

Reference 1: Full Name, Phone Number and Address:

Nicholas Garner

Reference 2: Full Name, Phone Number and Address:

Lauren Gardella

Reference 3: Full Name, Phone Number and Address:

Marci Garlock

How did you hear about us?:

Other

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

Sarah Kathleen Henning

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

Attachments

- Sarah Henning Resume 01.09.26.pdf

Sarah Henning

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

Jefferson County Public Schools — Kitchen Manager 2022 - 2024

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

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

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

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

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

Clinica Family Medicine — AP Data Entry Specialist 2013 - 2015

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

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

High Volume Data Entry

General Ledger

Reconciliation

Bank & IRS Audits

Tax Filings

AR & AP

Month End Close

Cash Receipts

Vendor Profile Maintenance

Inventory Management

Records Management



CITY OF AURORA

Council Agenda Commentary

Item Title: Consideration to Reappoint One (1) Member to the Library Board
Item Initiator: Cecilia Zapata, Deputy City Clerk
Staff Source/Legal Source: Cecilia Zapata, Deputy City Clerk / 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: 9/14/2026

Regular Meeting: 9/28/2026

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

Item requires a Public Hearing: ☐ Yes ☒ No

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

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

Cecilia Zapata, Deputy City Clerk / 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
<i>Reason for waiver is described in the Item Details field above.</i> | |

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: N/A

Policy Committee Date: N/A

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

☐ Recommends Approval

☐ Does Not Recommend Approval

☐ Forwarded Without Recommendation

☐ Minutes Not Available

☐ Minutes Attached

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

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

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

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

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

Among the applicants were:

Niketa Patel

Jacob Friend

Erin Gold

Martha Neth

Natalie Palmer

Mark Pankow

Barbara Schneller

Lorilee Thomas

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

Niketa Patel – 2nd term beginning June 16, 2026 and ending June 15, 2029

FISCAL IMPACT

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

☐ Revenue Impact

☐ Budgeted Expenditure Impact

☐ Non-Budgeted Expenditure Impact

☐ Workload Impact

☒ No Fiscal Impact

REVENUE IMPACT

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

N/A

BUDGETED EXPENDITURE IMPACT

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

N/A

NON-BUDGETED EXPENDITURE IMPACT

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

N/A

WORKLOAD IMPACT

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

N/A

QUESTIONS FOR COUNCIL

Does Council support the reappointment of Niketa Patel to the Library Board?

LEGAL COMMENTS

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



To: Mayor Coffman and Members of City Council

From: Patrick Waggoner, Chair

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

Date: August 14, 2026

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

Number of Vacancies: 11

Interview Information

Date of Interviews: N/A

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

Applicants Interviewed: N/A

Summary of suggested appointment(s):

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

Recommendation

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

Library Board
Applicant Package - Ward VI

Library Board - Ward VI

Term 16 Jun 2023 - 15 Jun 2026

Positions Available 11

Number of applicants in this package 1

- Patel, Niketa

Received: 06/24/2026

Ward VI Resident and Registered Voter

Arapahoe County

Vetted: 06/24/2026

Marcus Bond

Name: Patel, Niketa

Address: [REDACTED]

Email: [REDACTED]

Board Name: Library Board

Date of Birth:

[REDACTED]

Home Phone Number:

[REDACTED]

Work Phone Number:

[REDACTED]

How long have you lived in Aurora?:

5 years

Are you registered to vote?:

Yes

Years of Education Completed:

18

Degree(s) Received:

BA, and MA

College(s) Attended:

Whittier College Harvard University

Employer Name:

Accenture

Employer Address:

999 18th street Denver, CO 80202

Current Position:

Senior Manager

Years with Current Employer:

less than 1

Work Experience:

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

Certification(s):

Harvard University Certificate in Organizational Behavior, certified scrum master

How are you involved in your community?:

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

List your interests and activities.:

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

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

Yes

If yes, enter the board name and position:

Aurora Public Library Board of Directors (June 2024–Present) Colorado Women's Foundation Empowerment Council (January 2022–Present)

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

Yes

Why do you desire this appointment?:

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

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

as much as needed

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

No

If yes, please explain:

n/a

Reference 1: Full Name, Phone Number and Address:

Dharam Patel [REDACTED]

Reference 2: Full Name, Phone Number and Address:

Kate Siegel Shimko [REDACTED]

Reference 3: Full Name, Phone Number and Address:

Danielle Oliveto [REDACTED]

How did you hear about us?:

Board Member or Board Staff Liaison

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

Niketa Patel

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

Attachments

- NPatel Resume.pdf

NIKKY PATEL

PROFESSIONAL EXPERIENCE

Senior Manager, Public Sector | [Accenture](#) • June 2026 – Present

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

Director of Boards and Commissions | [Office of the Governor, State of Colorado](#) • October 2022 – June 2026

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

Director of Special Projects | [State of Colorado](#) • July 2021 – September 2022

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

Deputy Director of Boards and Commissions | [State of Colorado](#) • June 2020 – July 2021

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

Sales Manager | [DualDraw](#) • May 2013 – June 2019

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

EDUCATION

Master of Liberal Arts in Management — [Harvard University](#)

Bachelor of Arts, Political Science & Business — [Whittier College](#)

COMMUNITY INVOLVEMENT

Board of Directors Member | [Aurora Public Library](#) • June 2024 – Present

Empowerment Council Member | [Colorado Women's Foundation](#) • January 2022 – Present

COVID Relief Fund Review Committee | [Colorado COVID Relief Fund](#) • January 2020 – August 2021

Library Board
Applicant Package - Ward I

Library Board - Ward I

Term 16 Jun 2023 - 15 Jun 2026

Positions Available 9

Number of applicants in this package 1

- Friend, Jacob

Received: 2/1/2026

Ward I Resident and Registered Voter

Adams County

Vetted: 2/2/2026

Marcus Bond

Name: Friend, Jacob

Address: [REDACTED]

Email: [REDACTED]

Board Name: Library Board

Date of Birth:

[REDACTED]

Home Phone Number:

[REDACTED]

Work Phone Number:

[REDACTED]

How long have you lived in Aurora?:

1.5 years

Are you registered to vote?:

Yes

Years of Education Completed:

undergraduate

Degree(s) Received:

Bachelor's

College(s) Attended:

University of Illinois Springfield

Employer Name:

Colorado Department of Regulatory Agencies

Employer Address:

1560 Broadway St, Denver, CO 80202

Current Position:

Human Resources Specialist

Years with Current Employer:

1.2

Work Experience:

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

Certification(s):

Prosci Change Management

How are you involved in your community?:

Aurora Road Runners (ARR) run club.

List your interests and activities.:

Running. Hiking. Reading. Spending time with my dog. I want to be more active in the well-being of my community.

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

No

If yes, enter the board name and position:

N/A

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

No

Why do you desire this appointment?:

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

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

I will make arrangements as needed.

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

No

If yes, please explain:

N/A

Reference 1: Full Name, Phone Number and Address:

Kaleigh Moore, [REDACTED]

Reference 2: Full Name, Phone Number and Address:

Lauren Garcia, [REDACTED]

Reference 3: Full Name, Phone Number and Address:

William Cummins, [REDACTED]

How did you hear about us?:

Other

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

Jacob Friend

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

Attachments

- Board Resume CURRENT.pdf

Jacob (Jake) Friend



EXPERIENCE

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

NOVEMBER 2024 - PRESENT

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

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

JUNE 2022 - JULY 2024

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

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

AUGUST 2019 - JUNE 2022

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

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

JANUARY 2022 - FEBRUARY 2022

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

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

JANUARY 2017 - APRIL 2017

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

Jacksonville Municipal Airport - *Line crew/Grounds Maintenance*

AUGUST 2013 - OCTOBER 2020

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

EDUCATION

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

AUGUST 2013 - MAY 2017

Cum Laude, 3.66 GPA

Languages

- English
- Spanish (*beginner*)

Library Board
Applicant Package - Ward II

Library Board - Ward II

Term 16 Jun 2024 - 15 Jun 2027

Positions Available 11

Number of applicants in this package 1

- Gold, Erin

Received: 08/13/2026

Ward II Resident and Registered Voter

Arapahoe County

Vetted: 08/13/2026

Marcus Bond

Name: Gold, Erin

Address: [REDACTED]

Email: [REDACTED]

Board Name: Library Board

Date of Birth:

[REDACTED]

Home Phone Number:

[REDACTED]

Work Phone Number:

[REDACTED]

How long have you lived in Aurora?:

4 years

Are you registered to vote?:

Yes

Years of Education Completed:

20

Degree(s) Received:

Bachelor of Arts in History, minor in Literature Master of Education in Secondary Education- Social Studies Additional graduate hours in Theology

College(s) Attended:

University of North Texas and University of Notre Dame

Employer Name:

Aurora Public Schools

Employer Address:

1300 S. Sable Blvd. Aurora, CO

Current Position:

Title IX and 504 Coordinator at Gateway High School

Years with Current Employer:

3

Work Experience:

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

Certification(s):

Colorado teacher certification, Colorado Notary Public

How are you involved in your community?:

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

List your interests and activities.:

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

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

No

If yes, enter the board name and position:

N/A

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

No

Why do you desire this appointment?:

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

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

I'm not sure. I'd like to find out the average time spent.

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

No

If yes, please explain:

N/A

Reference 1: Full Name, Phone Number and Address:

Kyle Hirsch Info available upon request

Reference 2: Full Name, Phone Number and Address:

Denice Alvarez Info available upon request

Reference 3: Full Name, Phone Number and Address:

Erin Cisneros Info available upon request

How did you hear about us?:

Word of Mouth

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

Erin Paige Gold

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

Library Board

Applicant Package - Ward IV

Library Board - Ward IV

Term 16 Jun 2024 - 15 Jun 2027

Positions Available 11

Number of applicants in this package 1

- Neth, Martha

Received: 08/14/2026

Ward IV Resident and Registered Voter

Arapahoe County

Vetted: 08/14/2026

Marcus Bond

Name: Neth, Martha

Address: [REDACTED]

Email: [REDACTED]

Board Name: Library Board

Date of Birth:

[REDACTED]

Home Phone Number:

[REDACTED]

Work Phone Number:

[REDACTED]

How long have you lived in Aurora?:

19 years

Are you registered to vote?:

Yes

Years of Education Completed:

All of them

Degree(s) Received:

BA, MA, MLS

College(s) Attended:

CU Boulder, Indiana University, currently attending SUNY Buffalo

Employer Name:

RMCAD

Employer Address:

1600 Pierce St, Lakewood, CO 80214

Current Position:

Director of the Learning Commons

Years with Current Employer:

8 years

Work Experience:

see cv

Certification(s):

n/a

How are you involved in your community?:

active member of Parkview Congregational Church

List your interests and activities.:

Cooking, eating, reading, running, swimming

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

No

If yes, enter the board name and position:

n/a

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

No

Why do you desire this appointment?:

My kids are grown and I love Aurora and would like to serve.

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

10 hours. depending. Maybe less, maybe more.

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

No

If yes, please explain:

n/a

Reference 1: Full Name, Phone Number and Address:

Lynette Lang

Reference 2: Full Name, Phone Number and Address:

Cara Neth

Reference 3: Full Name, Phone Number and Address:

Carolyn Patterson

How did you hear about us?:

Outreach by City Clerk's Office

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

Martha Neth

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

Attachments

- NETH_CV_2026.pdf

Martha Clare Neth

EXPERIENCE

Director of Learning Commons

Rocky Mountain College of Art + Design (RMCAD)

October 2018 to present

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

Librarian

Art Institute of Colorado

October 2012 to September 2018

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

Adjunct Professor

Community College of Aurora

August 2010 to April 2013

Taught wide range of curriculum to diverse group of students in post-secondary setting, including Art Appreciation, Art History I, Prehistory to Gothic and Art History II, Renaissance to 1900

Instruction Librarian

Johnson & Wales University

August to December, 2009

(Temporary position) Johnson and Wales Library provides academic support for staff, faculty and students.

Acting Head of Reader Services

Art Institute of Chicago**January to May 2006**

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

Reader Services Librarian**School of the Art Institute of Chicago****July 2001 to December 2003**

Head of the reference department of the Flaxman Library in support of the curriculum of the SAIC.

Senior Reference Librarian**Art Institute of Chicago****March 1998 to June 2001**

Senior librarian of the reference department of the Ryerson & Burnham Libraries, a major art and architecture research collection serving The Art Institute of Chicago, scholars in the fields of art and architectural history and the general public.

EDUCATION**Doctoral Program in Progress, University of New York, Buffalo – in progress**

Department of Information Science

Master's Degree, Indiana University

School of Library and Information Science and School of Fine Arts Graduate School -

Masters of Library Science, December 1997

Master of Arts in Art History, March 1998

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

Bachelor's Degree, University of Colorado at Boulder

Anthropology and Art History, 1987

PUBLICATIONS

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

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

CERTIFICATIONS

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

UNIVERSITY SERVICE

RMCAD

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

Art Institute of Colorado

- Co-chair, Retention Committee
- Assessment Committee

CONFERENCE PRESENTATIONS

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

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

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

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

CONFERENCES ATTENDED

ARLIS/NA, 54th annual conference, May 2026

ARLIS/NA, 50th annual conference, April 2022

ARLIS/NA, 49th annual conference, May 2021

LSAC annual conference, May 2021

TASS 2021 (Teaching Academic Survival and Success), March 2021

NCLCA Virtual Conference (National College Learning Center Association), February 2021

ASIS&T 83rd annual meeting, October 2020

ISIC2020, September 2020

PROFESSIONAL MEMBERSHIPS

ASIS&T, 2020-

Arlis/NA, 2021-

Art Libraries Society of North America

RISS Moderator, April 2001 - 2002

RISS Co-Moderator, April 2000 - 2001

RISS Recorder and Update Editor, April 1999 - 2000

Professional Development Committee, 1999-2002

Professional Development Committee, 2021-2023

American Library Association

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

Library Board
Applicant Package - Ward V

Library Board - Ward V

Term 16 Jun 2024 - 15 Jun 2027

Positions Available 11

Number of applicants in this package 1

- Palmer, Natalie

Received: 08/13/2026

Ward V Resident and Registered Voter

Arapahoe County

Vetted: 08/13/2026

Marcus Bond

Name: Palmer, Natalie

Address: [REDACTED]

Email: [REDACTED]

Board Name: Library Board

Date of Birth:

[REDACTED]

Home Phone Number:

[REDACTED]

Work Phone Number:

[REDACTED]

How long have you lived in Aurora?:

2 Years

Are you registered to vote?:

Yes

Years of Education Completed:

18

Degree(s) Received:

BS Business Administration; MA Educational Leadership and Policy Studies

College(s) Attended:

University of Northern Colorado

Employer Name:

University of Colorado Anschutz

Employer Address:

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

Current Position:

Academic Services Professional

Years with Current Employer:

3

Work Experience:

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

Certification(s):

Association for Training and Development Associate Professional in Training and
Development

How are you involved in your community?:

Former Arapahoe Library District Trustee Volunteer with youth in foster care Aurora
Parks and Rec pottery classes Employee of CU Anschutz

List your interests and activities.:

Reading; pottery; baking; foster youth support and development

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

No

If yes, enter the board name and position:

No current position

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

No

Why do you desire this appointment?:

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

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

10-20 hours, more if supporting special events

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

No

If yes, please explain:

N/A

Reference 1: Full Name, Phone Number and Address:

Amy Sturrock

Reference 2: Full Name, Phone Number and Address:

Lara Canham

Reference 3: Full Name, Phone Number and Address:

Kristin Lowe

How did you hear about us?:

Other

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

Natalie E Palmer

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

Attachments

- Natalie Palmer Cover Letter.pdf
- Natalie Palmer Resume.pdf

NATALIE PALMER

13 August 2026

Dear Selection Committee:

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

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

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

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

Sincerely,

Natalie Palmer

Natalie Palmer

Education

University of Northern Colorado

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

University of Northern Colorado

Bachelor of Science, Business Administration, Emphasis in Management

Experience

University of Colorado Anschutz

Academic Services Professional, August 2023-Present

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

UCHealth

IT Training Supervisor, February 2022 - August 2023

IT Trainer, April 2018-February 2022

Supervise, hire, train, and evaluate professional staff
Project planning, coordination, and implementation
Training coordination for hospital and affiliate staff
Communication and partnership with internal and external stakeholders
Metro Inclusion Committee member
Online, lab, and traditional classroom instruction and material development

Spokane Falls Community College

Instructor, Business Technology and Management, August 2013-August 2017

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

Eastern Washington University

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

Program support and coordination for five-year \$1M NIOSH funded grant

Online module and supporting material creation

Administrative and project management

Central Washington Hospital

Clinical Informatics Training Specialist, August 2009-October 2011

Classroom and individual computer application training

Created online and instructor led training courses

Created educational support materials and training guides

Real-time problem-solving and support for all hospital roles

University of Colorado at Boulder

Hall Director, June 2001-July 2002

Manager for 24-hour operations of residential facility

Selected, trained, and supervised classified, graduate, and student staff

Instructor for departmental diversity curriculum

University judicial hearing officer and student support

Departmental and university committees, including Student Leadership,

Restorative Justice, and Student Handbook

Slippery Rock University of Pennsylvania

Coordinator of Residence Education, July 1999-May 2001

Manager for 24-hour operations of residential facility

Selected, trained, supervised, and evaluated graduate and student staff

Judicial hearing officer and student support

Developed and implemented educational, cultural, and social programs

Departmental and campus committees, including Staff Selection and Continuous Improvement

University of Northern Colorado

Residence Hall Director, August 1997-May 1999

Manager for 24-hour operations of residential facility

Selected, trained, supervised, and evaluated student staff

Judicial hearing officer and student support

Instructor for First Year Experience

Departmental committees, including Diversity, Staff Training, and Staff Selection

Summer Conference Services

Northeastern Junior College

Resident Hall Director, August 1996-May 1997

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

Nonprofit Experience

Arapahoe Library District

Trustee, April 2021-June 2023

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

Toastmasters International

Region Advisor, April 2016-June 2017

District 9 Executive Team, 2012-2016

Provide ongoing training and operational support to volunteer leaders, including workshops and keynote presentations at regional and international trainings
Strategic planning and budget management; developing and facilitating training;

Semifinalist, 2010 World Championship of Public
Speaking

Library Board
Applicant Package - Ward II

Library Board - Ward II

Term 16 Jun 2024 - 15 Jun 2027

Positions Available 11

Number of applicants in this package 1

- Thomas, Lorilee

Received: 08/13/2026

Ward II Resident and Registered Voter

Arapahoe County

Vetted: 08/13/2026

Marcus Bond

Name: Thomas, Lorilee

Address: [REDACTED]

Email: [REDACTED]

Board Name: Library Board

Date of Birth:

[REDACTED]

Home Phone Number:

[REDACTED]

Work Phone Number:

[REDACTED]

How long have you lived in Aurora?:

40 years

Are you registered to vote?:

Yes

Years of Education Completed:

16

Degree(s) Received:

Bachelor of science

College(s) Attended:

Regis university

Employer Name:

Empower

Employer Address:

8515 e. Orchard rd. Greenwood village, co

Current Position:

Sr. Account manager

Years with Current Employer:

20

Work Experience:

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

Certification(s):

6 and 63 license

How are you involved in your community?:

I am a huge supporter and lover of our libraries.

List your interests and activities.:

Hockey, reading, board games and spending time with family.

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

No

If yes, enter the board name and position:

None

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

No

Why do you desire this appointment?:

I love libraries and know the importance they play in our community. I want to help ensure they are the best for all our neighbors.

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

20 hpurs

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

No

If yes, please explain:

None

Reference 1: Full Name, Phone Number and Address:

Melissa Morgan, [REDACTED]

Reference 2: Full Name, Phone Number and Address:

Karen Thomas [REDACTED]

Reference 3: Full Name, Phone Number and Address:

Heather sciacca [REDACTED]

How did you hear about us?:

Outreach by City Clerk's Office

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

Lorill thomas

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

Library Board
Applicant Package - Ward III

Library Board - Ward III

Term 16 Jun 2024 - 15 Jun 2027

Positions Available 11

Number of applicants in this package 1

- Pankow, Mark

Received: 08/14/2026

Ward III Resident and Registered Voter

Arapahoe County

Vetted: 08/14/2026

Marcus Bond

Name: Pankow, Mark

Address: [REDACTED]

Email: [REDACTED]

Board Name: Library Board

Date of Birth:

[REDACTED]

Home Phone Number:

[REDACTED]

Work Phone Number:

[REDACTED]

How long have you lived in Aurora?:

9 years

Are you registered to vote?:

Yes

Years of Education Completed:

16

Degree(s) Received:

Bachelor of Science, Double Major Accounting and Management

College(s) Attended:

Purdue University

Employer Name:

Liberty Global

Employer Address:

1550 Wewatta St. Suite 1000 Denver, CO 80202

Current Position:

Senior Manager, Corporate Accounting

Years with Current Employer:

4

Work Experience:

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

Certification(s):

None

How are you involved in your community?:

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

List your interests and activities.:

Hiking, snowboarding, playing soccer, basketball, non-fiction books, current events, biking, volleyball, learning new things.

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

No

If yes, enter the board name and position:

N/A

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

No

Why do you desire this appointment?:

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

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

As much as is required. My work schedule is flexible enough to ensure success in this role.

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

No

If yes, please explain:

N/A

Reference 1: Full Name, Phone Number and Address:

Micah Gurard-Levin [REDACTED]

Reference 2: Full Name, Phone Number and Address:

Ignacio Ortega [REDACTED]

Reference 3: Full Name, Phone Number and Address:

Kyle Lauchmen [REDACTED]

How did you hear about us?:

Other

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

Mark Pankow

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

Attachments

- Mark_Pankow_Cover_Letter_2026_Library.pdf
- Mark_Pankow_Resume_2026_Library.pdf

August 14, 2026

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

Dear Members of the Board,

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

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

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

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

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

Sincerely,

Mark Pankow



PROFESSIONAL EXPERIENCE:

LIBERTY GLOBAL | Denver, CO

Senior Manager, Corporate Accounting

June 2022 – Present

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

DISH NETWORK | Englewood, CO

GL Accounting Manager

June 2021 – June 2022

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

Senior Business Analyst (IT Finance)

August 2017 – June 2021

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

Senior Staff Accountant

July 2013 – August 2017

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

AIR LIQUIDE | Houston, TX

Business Analyst Intern

Summer 2012

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

ANDERSON CAMPS LTD | Gypsum, CO

Camp Counselor

Summers 2010 – 2011

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

EDUCATION:

Purdue University, Krannert School of Management, West Lafayette, IN

May 2013

Bachelor of Science | Double Major: Accounting and Management

ADDITIONAL INFORMATION & COMMUNITY:

AURORA YOUTH OPTIONS **Mentor**

March 2018 – March 2020

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

SPORT SOCCER ACADEMY (B-ELITE SOCCER) **Coach**

December 2016 – June 2018

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

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

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

Library Board
Applicant Package - Ward V

Library Board - Ward V

Term 16 Jun 2024 - 15 Jun 2027

Positions Available 11

Number of applicants in this package 1

- Schneller, Barbara

Received: 07/31/2026

Ward V Resident and Registered Voter

Arapahoe County

Vetted: 7/31/2026

Marcus Bond

Name: Schneller, Barbara

Address: [REDACTED]

Email: [REDACTED]

Board Name: Library Board

Date of Birth:

[REDACTED]

Home Phone Number:

[REDACTED]

Work Phone Number:

n/a

How long have you lived in Aurora?:

40 years

Are you registered to vote?:

Yes

Years of Education Completed:

17

Degree(s) Received:

Bachelor of Education

College(s) Attended:

Roosevelt University/ Chicago, IL

Employer Name:

Retired

Employer Address:

n/a

Current Position:

n/a

Years with Current Employer:

n/a

Work Experience:

n/a

Certification(s):

n/a

How are you involved in your community?:

City of Aurora Youth Commission/4 years Aurora Commission for Older Adults/8 years

List your interests and activities.:

Reading, children's and young adult services, exercise, tap, Senior 88.

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

No

If yes, enter the board name and position:

n/a

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

No

Why do you desire this appointment?:

I was an employee of the library for 25 years.

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

As much as required.

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

No

If yes, please explain:

n/a

Reference 1: Full Name, Phone Number and Address:

Tina Bell, [REDACTED]

Reference 2: Full Name, Phone Number and Address:

Jack Reader, [REDACTED]

Reference 3: Full Name, Phone Number and Address:

Susan Chapman, [REDACTED]

How did you hear about us?:

Outreach by City Clerk's Office

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

Barbara A. Schneller

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



CITY OF AURORA

Council Agenda Commentary

Item Title: Consideration to Reappoint Two (2) Members to the Building Code and Contractor's Appeals & Standard Board
Item Initiator: Cecilia Zapata, Deputy City Clerk
Staff Source/Legal Source: Cecilia Zapata, Deputy City Clerk / 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: 9/14/2026

Regular Meeting: 9/28/2026

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

Item requires a Public Hearing: ☐ Yes ☒ No

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

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

Cecilia Zapata, Deputy City Clerk / 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
<i>Reason for waiver is described in the Item Details field above.</i> | |

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: N/A

Policy Committee Date: N/A

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

☐ Recommends Approval

☐ Does Not Recommend Approval

☐ Forwarded Without Recommendation

☐ Minutes Not Available

☐ Minutes Attached

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

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

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

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

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

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

One (1) Professional Engineer – Structural Design

One (1) Commercial Building Contractor

One (1) Professional Engineer – Electrical Design

Two (2) Residents

The Commission received two (2) applications.

The applicants were:

Michael Aitken

Alecia Peabody

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

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

Alecia Peabody (Resident) – 4th term beginning 7/15/2026 and ending on 7/14/2029

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

FISCAL IMPACT

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

☐ Revenue Impact

☐ Budgeted Expenditure Impact

☐ Non-Budgeted Expenditure Impact

☐ Workload Impact

☒ No Fiscal Impact

REVENUE IMPACT

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

N/A

BUDGETED EXPENDITURE IMPACT

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

N/A

NON-BUDGETED EXPENDITURE IMPACT

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

N/A

WORKLOAD IMPACT

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

N/A

QUESTIONS FOR COUNCIL

Does council wish to reappoint Michael Aitken and Alecia Peabody to the Building Code and Contractor’s Appeals and Standards Board?

LEGAL COMMENTS

All boards and commissions shall be appointed by City Council. (City Charter, art III, sec. 3-11 and art. IX, sec. 9-1) Pursuant to City Code § 22-26, the Building Code and Contractors Appeals and Standard Board shall consist of a maximum of six members. Each member shall have been a resident and registered elector of the City for at least one year immediately preceding his or her appointment. The members may be chosen from the following categories with the following qualifications:

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

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



To: Mayor Coffman and Members of City Council

From: David Schoonmaker, Board Staff Liaison, Development Services

Through: Jacob Cox, Director, Development Services

Date: September 1, 2026

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

Number of Vacancies: 5

Interview Information

Date of Interviews: N/A

Applicant Names: Michael Aitken, Alecia Peabody

Applicants Interviewed: N/A

Summary of suggested appointment(s):

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

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

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

Recommendation

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

Building Code And Contractors Appeals And Standards Board

Applicant Package - Ward III

Building Code And Contractors Appeals And Standards Board - Ward III

Term 15 Jul 2024 - 14 Jul 2027

Positions Available 2

Number of applicants in this package 1

- Aitken, Michael

Received: 3/17/2026

Ward III Resident and Registered Voter

Arapahoe County

Received: 3/17/2026

Marcus Bond

Name: Aitken, Michael

Address: [REDACTED]

Email: [REDACTED]

Board Name: Building Code and Contractors Appeals and Standards Board

Date of Birth:

[REDACTED]

Home Phone Number:

[REDACTED]

Work Phone Number:

[REDACTED]

How long have you lived in Aurora?:

38 years

Are you registered to vote?:

Yes

Years of Education Completed:

16

Degree(s) Received:

BS Mechanical Engineering Technology

College(s) Attended:

Metropolitan State College of Denver

Employer Name:

MEA Consulting Engineers, Inc

Employer Address:

13771 East Rice Place Aurora, CO 80015

Current Position:

Vice President

Years with Current Employer:

26

Work Experience:

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

Certification(s):

Professional Engineer LEED AP O+M Certified Commissioning Agent Diplomat Forensic Engineer

How are you involved in your community?:

I have been a member of the Building Code and Contractors Appeals Board since 1998, approximately 28 years. I have been the board chair for most of that time.

List your interests and activities.:

Travel, Golf, Hiking, Scuba diving

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

Yes

If yes, enter the board name and position:

Chair, Building Code and Contractors Appeals and Standards Board, holding the professional electrical engineering position

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

Yes

Why do you desire this appointment?:

I have been on this board for years and believe my service of this board help support the strength and integrity of the building division in the City of Aurora.

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

4-8 Hours

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

No

If yes, please explain:

None

Reference 1: Full Name, Phone Number and Address:

David Schoonmaker

[REDACTED]

Reference 2: Full Name, Phone Number and Address:

Pamela Puleo-Aitken

[REDACTED]

Reference 3: Full Name, Phone Number and Address:

John Tinsley

[REDACTED]

How did you hear about us?:

Other

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

Michael Eugene Aitken

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

Building Code And Contractors Appeals And Standards Board

Applicant Package - Ward III

Building Code And Contractors Appeals And Standards Board - Ward III

Term 15 Jul 2025 - 14 Jul 2028

Positions Available 5

Number of applicants in this package 1

- Peabody, Alecia

Received: 08/10/2026

Ward III and Registered Voter

Arapahoe County

Vetted: 08/11/2026

Marcus Bond

Name: Peabody, Alecia

Address: [REDACTED]

Email: [REDACTED]

Board Name: Building Code and Contractors Appeals and Standards Board

Date of Birth:

[REDACTED]

Home Phone Number:

[REDACTED]

Work Phone Number:

[REDACTED]

How long have you lived in Aurora?:

27 years

Are you registered to vote?:

Yes

Years of Education Completed:

13

Degree(s) Received:

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

College(s) Attended:

Tuskegee University, Tuskegee, AL Art Institute of Colorado, Denver, CO University of Phoenix, Lone Tree CO University of Colorado at Denver, Denver, CO

Employer Name:

Hiller Companies

Employer Address:

18850 E Clarke Rd, Parker, CO 80134

Current Position:

Fire Alarm Designer/Bi-Directional Amplifier (BDA) Designer

Years with Current Employer:

9 years

Work Experience:

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

Certification(s):

Project Management Certificate (PMP)

How are you involved in your community?:

I belong to Delta Sigma Theta Sorority, Inc.- Denver Alumnae Chapter which provides service to our youth and community. Member of Hope City Church and Ski Noir 5280 Ski Club

List your interests and activities.:

Travel, family and design/architecture

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

Yes

If yes, enter the board name and position:

Ski Noir 5280 Ski Club-Social Chair elta Sigma Theta Sorority, Inc- Executive Board

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

Yes

Why do you desire this appointment?:

I desire this position because I receive much knowledge and experience from it. Encourages me to be more vocal within my community and company.

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

Whatever is required to ensure proper success and support.

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

No

If yes, please explain:

n/a

Reference 1: Full Name, Phone Number and Address:

Leslie Peabody

Reference 2: Full Name, Phone Number and Address:

Sammy Stone

Reference 3: Full Name, Phone Number and Address:

Yvonne Newell

How did you hear about us?:

Board Member or Board Staff Liaison

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

Alecia Danielle Peabody

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

Attachments

- Alecia Peabody Resume-8.10.26.pdf

Alecia D. Peabody, MBA

PROFESSIONAL SUMMARY

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

SKILLS

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

EXPERIENCE

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

2024-Current

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

Hiller Companies, *Fire Alarm Designer*

2016-Current

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

SimplexGrinnell/Johnson Controls, *CAD Drafter*

2016-2017

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

Denver Transit Partners (DTP), *Quality Assurance Analyst*

10/2015-2/2016

- Developed assessment of the status of quality issues of the Eagle P3 project using an electronic document management system and other databases used on the project.
- Conducted administrative assignments associated with the development of regular and ad-hoc reports, preparation for weekly meetings, or in response to client concerns that require immediate action.
- Reported weekly to Executives of Data (Trend) Analysis project reports using advanced Excel formulas for statistical analysis and other quantitative methods for representing data collected from construction oversight activities.

Alecia D. Peabody, MBA

- Provide administrative support to the Quality Assurance team during QA Audits.
 - Conducted frequent compliance checks to ensure project management plans aligned with state and federal requirements.
- RV Brown, LLC, Architectural Interior Designer -Independent Consultant** **2014 - Current**
- Support lead architect on various architectural design aspects, such as space planning, layout and utilization of furnishings and equipment, color schemes, and color coordination.
 - Confer with clients to determine factors affecting planning interior environments, such as budget and architectural preferences.
 - Develop construction documents in Revit and/or AutoCAD.
 - Oversee product development activities within allotted budget and timelines.
- Colorado Association of Black Professional Engineers and Scientists, Program Director** **2014-2015**
- Plan, develop and execute promotional marketing communications in support of program activities.
 - Developed key performance indicators to track and measure organizational performance in achieving established goals.
 - Assessed the need for adjustments or modifications to the strategic plan and made recommendations for future programs and funding requirements.
 - Managed weekly after-school student programs including staff, advisors, students, volunteers, parent communication, science, technology, engineering, and math (STEM) assessments, and room set-up. Ensuring effective tutoring experience for students.
 - Built partnerships with parents, schools, community groups, corporations, and the media (TV, radio, newspaper, and social) to publicize associations and programs to build organizational support and visibility.
- Dex One Inc., Quality Analyst** **2008-2012**
- Over 1-year increased productivity by 15% through successfully training over 30 national order analysts on processes, procedures, and departmental expectations and guidelines.
 - Used clear, concise, and articulate verbal and written communication along with demonstrating active leadership in presenting ideas and workarounds reduced customer claims by 64%.
 - Provided feedback on knowledge transfer problem areas and workflow and accuracy improvement opportunities to management.
 - Monitored and audited department quality and quantity results of completed work.
 - Compared monthly performance results against objectives to ensure compliance with processes, procedures, policies, and goals.
- Dex One Inc., National Order Analyst / Publishing Specialist** **1998-2008**
- Assessed and researched 250+ daily customer advertising orders (average order worth \$350K), assigned accounts to the appropriate sales campaign, and sales channel for sales contact and up sale.
 - Analyzed orders and performed data entry activities to convert code, edit, merge, validate, and load data.
 - Assessed, presented, and implemented process improvement - employee performance, expectations, matrixes, and guidelines.
 - Participated in Operations team prepared 75+ weekly projects for the print and digital products communication forum to identify and resolve problems and suggest process improvements.
 - Assumed role as the “go-to” person for IT, training, client escalation, and process and procedure questions.

EDUCATION

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

COMMUNITY ENGAGEMENT

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



CITY OF AURORA

Council Agenda Commentary

Item Title: Amendment to the Colorado Universal Preschool (UPK) Program Intergovernmental Agreement (IGA) for 2026-2030 (Resolution)
Item Initiator: Wynter Stieger, Manager of Recreation Services, Parks, Recreation and Open Space
Staff Source/Legal Source: Donna Hunt, Recreation Superintendent, Parks, Recreation and Open Space / Britt M. Wirth, Assistant City Attorney
Outside Speaker: N/A
Strategic Outcome: Healthy: Connecting natural and built environments with multimodal networks, ensuring access to parks and recreation, and preserving sustainable water supplies.

COUNCIL MEETING DATES:

Study Session: 9/14/2026

Regular Meeting: 9/28/2026

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

Item requires a Public Hearing: ☐ Yes ☒ No

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

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

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

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

- | | |
|--|---|
| ☐ Approve Item and Move Forward to Study Session | ☐ Approve Item 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
<i>Reason for waiver is described in the Item Details field above.</i> | |

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Parks, Foundations & Quality of Life

Policy Committee Date: 8/27/2026

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

- | | |
|---|--|
| ☒ Recommends Approval | ☐ Does Not Recommend Approval |
| ☐ Forwarded Without Recommendation | ☐ Minutes Not Available |
| ☒ Minutes Attached | |

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

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

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

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

FISCAL IMPACT

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

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

REVENUE IMPACT

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

BUDGETED EXPENDITURE IMPACT

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

NON-BUDGETED EXPENDITURE IMPACT

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

WORKLOAD IMPACT

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

--

QUESTIONS FOR COUNCIL

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

LEGAL COMMENTS

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

Universal Preschool Program Summary



City of Aurora Preschool Programs

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

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

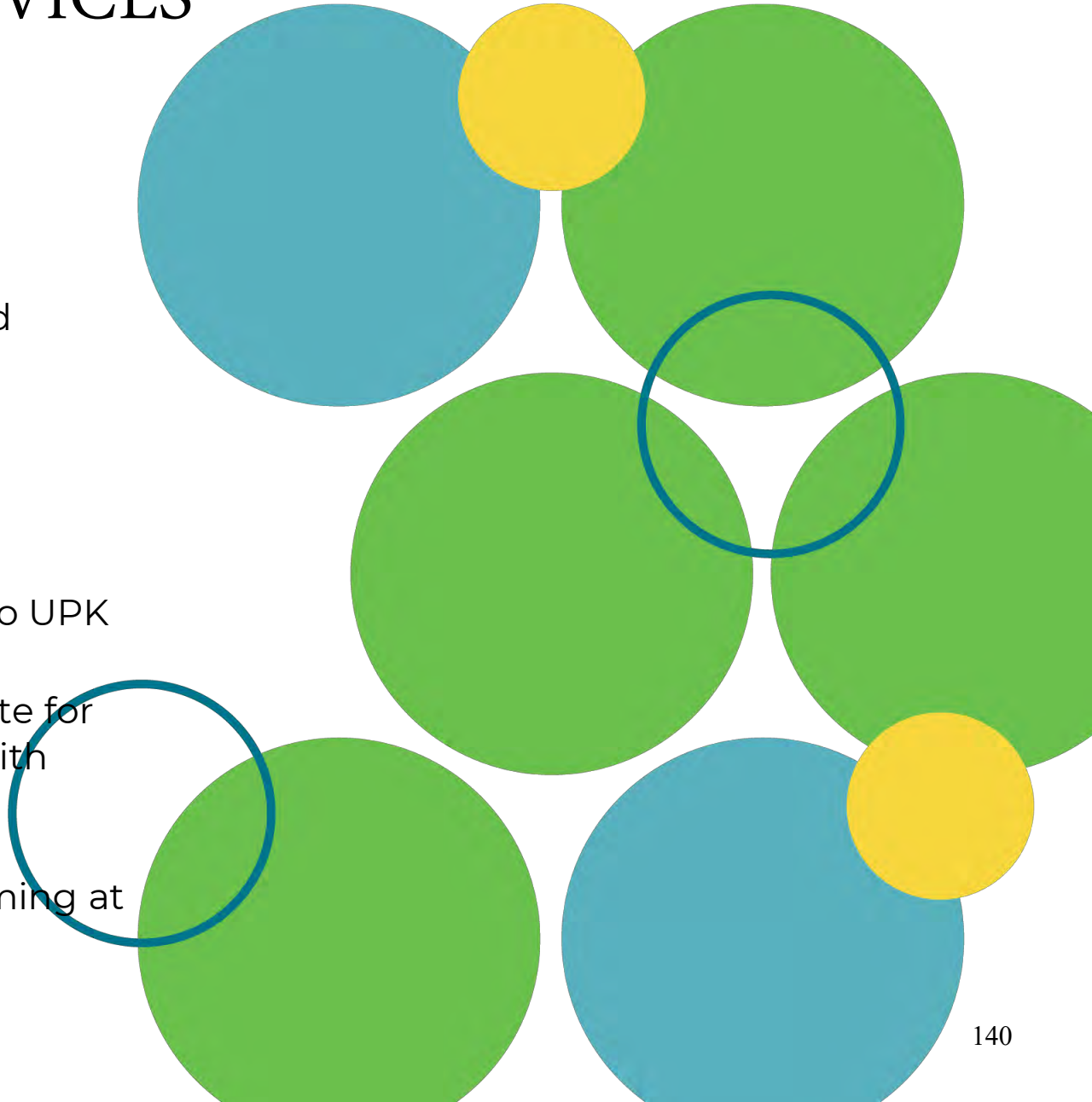


WHAT IS UNIVERSAL PRESCHOOL?



HISTORY OF PRESCHOOL SERVICES

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



2025-2026 PRESCHOOLS

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





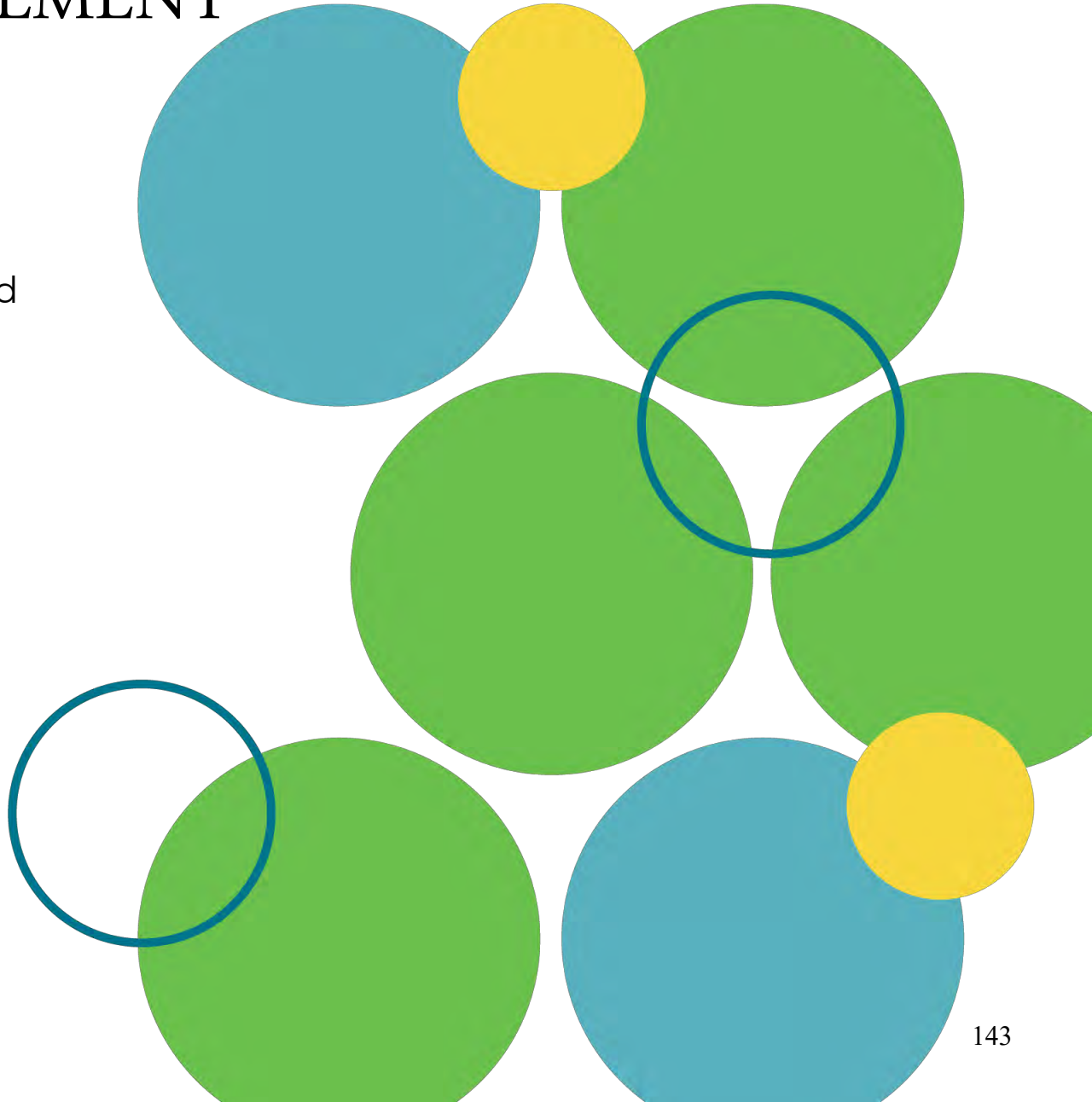
2026-2027 PRESCHOOL PROPOSAL

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



INTERGOVERNMENTAL AGREEMENT

- UPK agreement is designated as an Intergovernmental Agreement between the city and the State of Colorado acting by and through the Department of Early Childhood.
- Questions
- Does the Policy Committee approve to move agreement forward to next available Council Study Session?





State of Colorado Intergovernmental Contract Modification

Contract Amendment #1

State Agency

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

Contractor

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

License Number(s):

82880, 82881, 82885, 100573

Original Contract Number

50000007

Amendment Contract Number

50000007 A1

Contract Performance

Beginning Date

7/16/2025

Current Contract

Expiration Date

June 30th, 2030

Signature Page Begins on Next Page

THE REST OF THIS PAGE IS INTENTIONALLY LEFT BLANK



SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

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

Contractor

City of Aurora, Colorado by and through its
Recreation Division

DO NOT SIGN REVIEW ONLY

Mike Coffman, Mayor

Date: _____

Contractor

City of Aurora, Colorado by and through its
Recreation Division

APPROVED AS TO FORM:

Britt M. Wirth, Assistant City Attorney

Date: _____

Contractor

City of Aurora, Colorado by and through its
Recreation Division

ATTEST: DO NOT SIGN REVIEW ONLY

Kadee Rodriguez, City Clerk Date: _____

State of Colorado

Jared S. Polis, Governor
Colorado Department of Early Childhood
Lisa Roy, Ed.D., Executive Director

Dawn Odean or Glenn Robinson
Colorado Universal Preschool Program

Date: _____

State Controller

Robert Jaros, CPA, MBA, JD

Jeanni Stefanik, Acting CDEC Controller

Amendment Effective Date:

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

1. Parties

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

2. Terminology

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

3. Amendment Effective Date and Term

A. Amendment Effective Date

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

B. Amendment Term

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

4. Purpose

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

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

Specifically, this Amendment modifies the Contract to:

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

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

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

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

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

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

5. Modifications

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

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

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

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

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

- C. Exhibit B - PII Certification

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

- D. Extension Terms

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

The below text is hereby removed.

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

6. Limits of Effect and Order of Precedence

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

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

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

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

Definitions

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

Program Requirements

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

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

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

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

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

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

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

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

Attendance and Reimbursement

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

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

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

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

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

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

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

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

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

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

Reporting Requirements

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

1. Provider agrees to submit:

- i. Any additional and case-by-case specific documentation required to effectuate the Payment Schedule as laid out herein; and
- ii. Monthly and/or quarterly reports utilizing the templates provided by the Department and posted publicly by the Department regarding registration, enrollment,

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

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

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

Data Management

1. In addition to the Reporting Requirements listed above, Provider agrees to report data to CDEC via the Preschool Program's Application System, or in a secure method prescribed by CDEC, detailing Preschool Program enrollment and capacity as required by CDEC for CDEC to effectuate the Preschool Program in congruence with state and federal law.
2. Provider further understands that section 24-74-105(1), C.R.S., prohibits the use or disclosure of PII obtained through the Preschool Program Application System for the purposes of investigating for, participating in, cooperating with, or assisting in federal immigration enforcement.
3. Provider acknowledges that the Family Educational Rights and Privacy Act (FERPA) and other student data privacy laws may apply to student records in its possession and will follow any and all applicable student data privacy laws.

Provider Rights

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

CDEC Responsibilities

1. CDEC shall, through a payment vendor, provide payments to Provider in accordance with 8 CCR 1404-1 and §5 of the Contract.
2. After receiving a complete application packet from a family that has been verified by CDEC, CDEC shall, through the Preschool Program's Application System, determine a family's eligibility for preschool services within twenty (20) Business Days of receiving a verified and complete application packet.
3. CDEC will pay the Provider based on the information regarding the number of eligible children enrolled. CDEC will provide payment for an eligible child so long as that child has a 'Start Date' and 'Enrollment Form' entered and submitted into the Preschool Program's Application System.
4. Payments to providers will be made in accordance with the Payment Schedule provided below.

Education of Children with Disabilities and Accessibility

1. As outlined in 8 CCR 1404, any Provider educating a child with disabilities shall ensure compliance with:
 - i. The "Standards for Placement of Preschoolers with IEPs in Educational Programs (June 24th, 2024)" promulgated by the Colorado Department of Education ("CDE");
 - ii. Any applicable provisions of the "Individuals with Disabilities Education Act" (IDEA)

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

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

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

2. Provider will also adhere to the applicable provisions set forth at sections 24-85-101, et seq., C.R.S., and the Accessibility Standards for Individuals with a Disability, as established by the Governor’s Office of Information Technology pursuant to section 24-85-103(2.5), C.R.S. Provider shall also comply with all State of Colorado technology standards related to technology accessibility and with Level AA of the most current version of the Web Content Accessibility Guidelines.

Payment Schedule

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- A Provider that contracts with another Provider pursuant to section 26.5-4-208(3)(c), C.R.S., must remit payment to the contracted Provider within 15 calendar days of receiving payment from CDEC.
- ii. Providers are subject to a maximum cap regardless of the number of payments received, on the three-year-old Historical Allocation. Should the Provider receive payments up to the cap amount, CDEC is not required to make any additional payments to the Provider. CDEC shall have the option to make additional payments at its discretion with any available unused funds.
- iii. Providers will be paid for three-year-olds by the last day of each month by CDEC; unless the last falls on the weekend or a holiday then payments will be made on the closest Business Day and consistent with the payment schedule and reconciliation process, commencing with a payment on September 15th, for children enrolled in August. There will be no pre-payments allowable for the Historical Allocation.
- iv. CDEC will then provide a final reconciliation payment by June 15th which will be conducted to ensure the Provider is paid the correct amount based on actual enrollment, delivery of services, and published rates. CDEC shall have sole discretion of the potential redistribution of funds that exceed an individual Provider cap, should there be available resources.

Contract Term

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

Additional Provisions

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

EXHIBIT B-1 - PII CERTIFICATION

STATE OF COLORADO

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

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

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

Signature: DO NOT SIGN REVIEW ONLY

Printed Name: Mike Coffman

Title: Mayor, City of Aurora

Date: _____

STATE OF COLORADO INTERGOVERNMENTAL AGREEMENT

Cover Page

State Agency

Colorado Department of Early Childhood

Contractor

City of Aurora, Colorado by and through its
Recreation Division

Initial Contract Expiration Date

June 30, 2026

License Number(s)

82880, 82881, 82885, 100573

Contract Number

50000007

Contract Authority

C.R.S. § 26.5-4-204

Contract Performance Beginning Date

The later of the Effective Date or July 1, 2025

Maximum Amount

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

Contract Purpose

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

Exhibits and Order of Precedence

The following Exhibits and attachments are included with this Contract:

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

In the event of a conflict or inconsistency between this Contract and any Exhibit or attachment, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:

1. Colorado Special Provisions in §18 of the main body of this Contract.
2. The provisions of the other sections of the main body of this Contract.
3. Exhibit A – Colorado Universal Preschool Terms and Conditions
4. Exhibit B, PII Certification.

Principal Representatives

For the State:

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

For the Contractor:

Mike Coffman, Mayor

City of Aurora, Colorado by and through its
Recreation Division

15151 E Alameda Pkwy, Aurora, CO 80012

SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

Each person signing this Contract represents and warrants that they are duly authorized to execute this Contract and to bind the Party authorizing their signature.

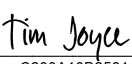
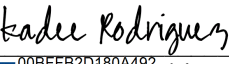
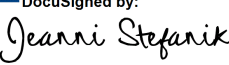
CONTRACTOR City of Aurora, Colorado, by and through its Recreation Division Signed by:  C200A10B2581184 By: Tim Joyce, City Attorney Date: <u>7/9/2025</u>	CONTRACTOR City of Aurora, Colorado, by and through its Recreation Division DocuSigned by:  90BFFB2D180A492... By: Kadee Rodriguez, City Clerk General Manager Date: <u>7/10/2025</u>
CONTRACTOR City of Aurora, Colorado, by and through its Recreation Division DocuSigned by:  6BED1A94972549D By: Mike Coffman, Mayor Date: <u>7/10/2025</u>	STATE OF COLORADO Jared S. Polis, Governor Colorado Department of Early Childhood Dr. Lisa Roy, Executive Director Signed by:  A17BE6DD5E8A4C9... By: Dawn Odean or Glenn Robinson, Colorado Universal Preschool Program Date: <u>7/14/2025</u>
STATE CONTROLLER Robert Jaros, CPA, MBA, JD DocuSigned by:  DB0353F9B302434... By: Jeanni Stefanik, Acting CDEC Controller / Lisa Castiglia, Acting CDEC Controller Effective Date: <u>7/16/2025</u> In accordance with §24-30-202, C.R.S., this Contract is not valid until signed and dated above by the State Controller or an authorized delegate.	

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1. PARTIES

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

2. TERM and Effective Date

A. Effective Date

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

B. Initial Term

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

C. Extension Terms

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

D. Reserved.

E. Early Termination in the Public Interest

The State is entering into this Contract to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Contract ceases to further the public interest of the State, the State, in its discretion, may terminate this Contract in whole or in part. A determination that this Contract should be terminated in the public interest shall not be equivalent to a State right to terminate for convenience. This subsection shall not apply to a termination of this Contract by the State for breach by Contractor, which shall be governed by which shall be governed by the termination clause under §12.

i. Method and Content

The State shall notify Contractor of such termination in accordance with §14. The notice shall specify the effective date of the termination and whether it affects all or a portion of this Contract, and shall include, to the extent practicable, the public interest justification for the termination.

ii. Obligations and Rights

Upon receipt of a termination notice for termination in the public interest, Contractor shall be subject to the rights and obligations set forth in which shall be governed by the termination clause under §12.

iii. Payments

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

3. DEFINITIONS

The following terms shall be construed and interpreted as follows:

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

- B. **“Business Day”** means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in §24-11-101(1), C.R.S.
- C. **“Chief Procurement Officer”** means the individual to whom the Executive Director has delegated their authority pursuant to §24-102-202 to procure or supervise the procurement of all supplies and services needed by the State.
- D. **RESERVED.**
- E. **“Contract”** means this agreement, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future modifications thereto.
- F. **“Contract Funds”** means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Contract.
- G. **“CORA”** means the Colorado Open Records Act, §§24-72-200.1, *et. seq.*, C.R.S.
- H. **RESERVED.**
- I. **“Effective Date”** means the date on which this Contract is approved and signed by the Colorado State Controller or designee, as shown on the Signature Page for this Contract. If this Contract is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), C.R.S., then the Effective Date of this Contract shall be the later of the date on which this Contract is approved and signed by the State’s Chief Information Officer or authorized delegate or the date on which this Contract is approved and signed by the State Controller or authorized delegate, as shown on the Signature Page for this Contract.
- J. **“Exhibits”** means the exhibits and attachments included with this Contract as shown on the Cover Page for this Contract.
- K. **“Extension Term”** means the time period defined in §2.C.
- L. **“Goods”** means any movable material acquired, produced, or delivered by Contractor as set forth in this Contract and shall include any movable material acquired, produced, or delivered by Contractor in connection with the Services.
- M. **“Incident”** means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access, loss, disclosure, modification, disruption, or destruction of any communications or information resources of the State, which are included as part of the Work, as described in §§24-37.5-401 *et. seq.* C.R.S. Incidents include, without limitation (i) successful attempts to gain unauthorized access to a State system or State Information regardless of where such information is located; (ii) unwanted disruption or denial of service; (iii) the unauthorized use of a State system for the processing or storage of data; or (iv) changes to State system hardware, firmware, or software characteristics without the State’s knowledge, instruction, or consent.”
- N. **“Initial Term”** means the time period defined in §2.B.
- O. **“Party”** means the State or Contractor, and **“Parties”** means both the State and Contractor.
- P. **RESERVED.**
- Q. **“PII”** means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth,

mother's maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in §§24-72-501 and 24-73-101, C.R.S. "PII" shall also mean "personal identifying information" as set forth at § 24-74-102, et. seq., C.R.S.

R. RESERVED.

- S. **"Services"** means the services to be performed by Contractor as set forth in this Contract, and shall include any services to be rendered by Contractor in connection with the Goods.
- T. **"State Confidential Information"** means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to, PII and State personnel records not subject to disclosure under CORA. State Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the State, which has been communicated, furnished, or disclosed by the State to Contractor which (i) is subject to disclosure pursuant to CORA; (ii) is already known to Contractor without restrictions at the time of its disclosure to Contractor; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Contractor to the State; (iv) is disclosed to Contractor, without confidentiality obligations, by a third party who has the right to disclose such information; or (v) was independently developed without reliance on any State Confidential Information.
- U. **"State Fiscal Rules"** means that fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a), C.R.S.
- V. **"State Fiscal Year"** means a 12 month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.
- W. **"State Records"** means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.
- X. **"Subcontractor"** means third-parties, if any, engaged by Contractor to aid in performance of the Work.
- Y. **RESERVED.**
- Z. **"Work"** means the Goods delivered and Services performed pursuant to this Contract.
- AA. **"Work Product"** means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and any other results of the Work. "Work Product" does not include any material that was developed prior to the Effective Date that is used, without modification, in the performance of the Work.

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

4. COLORADO UNIVERSAL PRESCHOOL PROGRAM SERVICE TERMS AND CONDITIONS

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

5. PAYMENTS TO CONTRACTOR

A. Maximum Amount

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

B. Payment Procedures

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

i. Interest

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

ii. Payment Disputes

If Contractor disputes any calculation, determination or amount of any payment, Contractor shall notify the State in writing of its dispute within 30 days in accordance with the terms of this Contract and Exhibit A, following the earlier to occur of Contractor's receipt of the payment or notification of the determination or calculation of the payment by the State. The State will review the information presented by Contractor and may make changes to its determination based on this review. The calculation, determination or payment amount that results from the State's review shall not be subject to additional dispute under this subsection. No payment subject to a dispute under this subsection shall be due until after the State has concluded its review, and the State shall not pay any interest on any amount during the period it is subject to dispute under this subsection.

iii. Available Funds-Contingency-Termination

The State is prohibited by law from making commitments beyond the term of the current State Fiscal Year. Payment to Contractor beyond the current State Fiscal Year is contingent on the appropriation and continuing availability of Contract Funds in any subsequent year (as provided in the Colorado Special Provisions). Payments to be made pursuant to this Contract shall be made only from Contract Funds, and the State's liability for such payments shall be limited to the amount remaining of such Contract Funds. If State or other funds are not appropriated, or otherwise become unavailable to fund this Contract, the State may, upon written notice, terminate this Contract, in whole or in part, without incurring further liability. The State shall, however, remain obligated to pay for Services and Goods that are delivered and

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

6. REPORTING - NOTIFICATION

A. Quarterly Reports.

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

B. Litigation Reporting

If Contractor is served with a pleading or other document in connection with an action before a court or other administrative decision making body, and such pleading or document relates to this Contract or may affect Contractor's ability to perform its obligations under this Contract, Contractor shall, within ten (10) calendar days after being served, notify the State of such action and deliver copies of such pleading or document to the State's principal representative identified on the Cover Page for this Contract.

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

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

7. CONTRACTOR RECORDS

A. Maintenance

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

B. Inspection

Contractor shall permit the State to audit, inspect, examine, excerpt, copy and transcribe Contractor Records during the Record Retention Period. Contractor shall make Contractor Records available during normal business hours at Contractor's office or place of business, or at other mutually agreed upon times or locations, upon no fewer than two Business Days' notice from the State, unless the State determines that a shorter period of notice, or no notice, is necessary to protect the interests of the State.

C. Monitoring

The State, in its discretion, may monitor Contractor's performance of its obligations under this Contract using procedures as determined by the State. The State shall monitor Contractor's performance in a manner that does not unduly interfere with Contractor's performance of the Work.

D. Final Audit Report

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

8. CONFIDENTIAL INFORMATION-STATE RECORDS

A. Confidentiality

Contractor shall keep confidential, and cause all Subcontractors to keep confidential, all State Records, unless those State Records are publicly available. Contractor shall not, without prior written approval of the State, use, publish, copy, disclose to any third party, or permit the use by any third party of any State Records, except as otherwise stated in this Contract, permitted by law or approved in Writing by the State. Contractor shall provide for the security of all State Confidential Information in accordance with all policies promulgated by the Colorado Office of Information Security and all applicable laws, rules, policies, publications, and guidelines.

B. Other Entity Access and Nondisclosure Agreements

Contractor may provide State Records to its agents, employees, assigns and Subcontractors as necessary to perform the Work, but shall restrict access to State Confidential Information to those agents, employees, assigns and Subcontractors who require access to perform their obligations under this Contract. Contractor shall ensure all such agents, employees, assigns, and Subcontractors sign agreements containing nondisclosure provisions at least as protective as those in this Contract, and that the nondisclosure provisions are in force at all times the agent, employee, assign or Subcontractor has access to any State Confidential Information. Contractor shall provide copies of those signed nondisclosure provisions to the State upon execution of the nondisclosure provisions.

C. Use, Security, and Retention

Contractor shall use, hold and maintain State Confidential Information in compliance with any and all applicable laws and regulations in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Confidential Information wherever located. Contractor shall provide the State with access, subject to Contractor's reasonable security requirements, for purposes of inspecting and monitoring access and use of State Confidential Information and evaluating security control

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

D. Incident Notice and Remediation

If Contractor becomes aware of any Incident, it shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. Unless Contractor can establish that none of Contractor or any of its agents, employees, assigns or Subcontractors are the cause or source of the Incident, Contractor shall be responsible for the cost of notifying each person who may have been impacted by the Incident. After an Incident, Contractor shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State at no additional cost to the State. The State may, in its sole discretion and at Contractor's sole expense, require Contractor to engage the services of an independent, qualified, State-approved third party to conduct a security audit. Contractor shall provide the State with the results of such audit and evidence of Contractor's planned remediation in response to any negative findings.

E. Data Protection and Handling

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

F. Safeguarding PII

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

9. CONFLICTS OF INTEREST

A. Actual Conflicts of Interest

Contractor shall not engage in any business or activities, or maintain any relationships that conflict in any way with the full performance of the obligations of Contractor under this Contract. Such a conflict of interest would arise when a Contractor or Subcontractor's employee, officer or agent were to offer or provide any tangible personal benefit to an employee of the State, or any member of their immediate family or their partner, related to the award of, entry into or management or oversight of this Contract.

B. Apparent Conflicts of Interest

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

C. Disclosure to the State

If a conflict or the appearance of a conflict arises, or if Contractor is uncertain whether a conflict or the appearance of a conflict has arisen, Contractor shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Failure to promptly submit a disclosure statement or to follow the State's direction in regard to the actual or apparent conflict constitutes a breach of this Contract.

D. Acknowledgement

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

10. INSURANCE

Contractor shall obtain and maintain, and ensure that each Subcontractor shall obtain and maintain insurance as specified in this section at all times during the term of this Contract. All insurance policies required by this Contract that are not provided through self-insurance shall be issued by insurance companies as approved by the State.

A. Contractor Insurance

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

B. Subcontractor Requirements

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

i. Workers' Compensation

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

ii. General Liability

Commercial general liability insurance covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:

- a. \$1,000,000 each occurrence;
- b. \$1,000,000 general aggregate;
- c. \$1,000,000 products and completed operations aggregate; and
- d. \$50,000 any one fire.

iii. Automobile Liability

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

C. Additional Insured

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

D. Primacy of Coverage

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

E. Cancellation

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

F. Subrogation Waiver

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

G. Certificates

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

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

11. BREACH OF CONTRACT

In the event of a Breach of Contract, the aggrieved Party shall give written notice of breach to the other Party. If the notified Party does not cure the Breach of Contract, at its sole expense, within 30 days after the delivery of written notice, the Party may exercise any of the remedies as described in §12 for that Party. Notwithstanding any provision of this Contract to the contrary, the State, in its discretion, need not provide notice or a cure period and may immediately terminate this Contract in whole or in part or institute any other remedy in this Contract in order to protect the public interest of the State; or if Contractor is debarred or suspended under §24-109-105, C.R.S., the State, in its discretion, need not provide notice or cure period and may terminate this Contract in whole or in part or institute any other remedy in this Contract as of the date that the debarment or suspension takes effect.

12. REMEDIES

A. State's Remedies

If Contractor is in breach under any provision of this Contract and fails to cure such breach, the State, following the notice and cure period set forth in §11, shall have all of the remedies listed in this section in addition to all other remedies set forth in this Contract or at law. The State may exercise any or all of the remedies available to it, in its discretion, concurrently or consecutively.

i. Termination for Breach

In the event of Contractor's uncured breach, the State may terminate this entire Contract or any part of this Contract. Contractor shall continue performance of this Contract to the extent not terminated, if any.

a. Obligations and Rights

To the extent specified in any termination notice, Contractor shall not incur further obligations or render further performance past the effective date of such notice, and shall terminate outstanding orders and subcontracts with third parties. However, Contractor shall complete and deliver to the State all Work not cancelled by the termination notice, and may incur obligations as necessary to do so within this Contract's terms. At the request of the State, Contractor shall assign to the State all of Contractor's rights, title, and interest in and to such terminated orders or subcontracts. Upon termination, Contractor shall take timely, reasonable and necessary action to protect and preserve property in the possession of Contractor but in which the State has an interest. At the State's request, Contractor shall return materials owned by the State in Contractor's possession at the time of any termination. Contractor shall deliver all completed Work Product and all Work Product that was in the process of completion to the State at the State's request.

b. Payments

Notwithstanding anything to the contrary, the State shall only pay Contractor for accepted Work received as of the date of termination. If, after termination by the State, the State agrees that Contractor was not in breach or that Contractor's action or inaction was excusable, such termination shall be treated as a termination in the public interest, and the rights and obligations of the Parties shall be as if this Contract had been terminated in the public interest under §2.E.

c. Damages and Withholding

Notwithstanding any other remedial action by the State, Contractor shall remain liable to the State for any damages sustained by the State in connection with any breach by Contractor, and the State may withhold payment to Contractor for the purpose of mitigating the State's damages until such time as the exact amount of damages due to the State from Contractor is determined. The State may withhold any amount that may be due Contractor as the State deems necessary to protect the State against loss including, without limitation, loss as a result of outstanding liens and excess costs incurred by the State in procuring from third parties replacement Work as cover.

ii. Remedies Not Involving Termination

The State, in its discretion, may exercise one or more of the following additional remedies:

a. Suspend Performance

Suspend Contractor's performance with respect to all or any portion of the Work pending corrective action as specified by the State without entitling Contractor to an adjustment in price or cost or an adjustment in the performance schedule. Contractor shall promptly cease performing Work and incurring costs in accordance with the State's directive, and the State shall not be liable for costs incurred by Contractor after the suspension of performance.

b. Withhold Payment

Withhold payment to Contractor until Contractor corrects its Work.

c. Deny Payment

Deny payment for Work not performed, or that due to Contractor's actions or inactions, cannot be performed or if they were performed are reasonably of no value to the state; provided, that any denial of payment shall be equal to the value of the obligations not performed.

d. Removal

Demand immediate removal of any of Contractor's employees, agents, or Subcontractors from the Work whom the State deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable or whose continued relation to this Contract is deemed by the State to be contrary to the public interest or the State's best interest.

e. Intellectual Property

If any Work infringes, or if the State in its sole discretion determines that any Work is likely to infringe, a patent, copyright, trademark, trade secret or other intellectual property right, Contractor shall, as approved by the State **(i)** secure that right to use such Work for the State and Contractor; **(ii)** replace the Work with noninfringing Work or modify the Work so that it becomes noninfringing; or, **(iii)** remove any infringing Work and refund the amount paid for such Work to the State.

B. Contractor's Remedies

If the State is in breach of any provision of this Contract and does not cure such breach, Contractor, following the notice and cure period in §11 and the dispute resolution process in §13 shall have all remedies available at law and equity.

13. DISPUTE RESOLUTION

A. Initial Resolution

Except as herein specifically provided otherwise, disputes concerning the performance of this Contract which cannot be resolved by the designated Contract representatives shall be referred in writing to a senior departmental management staff member designated by the State and a senior manager designated by Contractor for resolution.

B. Resolution of Controversies

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

14. NOTICES AND REPRESENTATIVES

Each individual identified as a Principal Representative on the Cover Page for this Contract shall be the principal representative of the designating Party. All notices required or permitted to be given under this Contract shall be in writing, and shall be delivered **(A)** by hand with receipt required, **(B)** by certified or registered mail to such Party's principal representative at the address set forth below or **(C)** as an email with read receipt requested to the principal representative at the email address, if any, set forth on the Cover Page for this Contract. If a Party delivers a notice to another through email and the email is undeliverable, then, unless the Party has been provided with an alternate email contact, the Party delivering the notice shall deliver the notice by hand with receipt required or by certified or registered mail to such Party's principal representative at the address set forth on the Cover Page for this Contract. Either Party may change its principal representative or principal representative contact information, or may designate specific other individuals to receive certain types of notices in addition to or in lieu of a principal representative by notice submitted in accordance with this section without a formal amendment to this Contract.

15. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION

A. Work Product

Contractor assigns to the State and its successors and assigns, the entire right, title, and interest in and to all causes of action, either in law or in equity, for past, present, or future infringement of intellectual property rights related to the Work Product and all works based on, derived from, or incorporating the Work Product. Whether or not Contractor is under contract with the State at the time, Contractor shall execute applications, assignments, and other documents, and shall render all other reasonable assistance requested by the State, to enable the State to secure patents, copyrights, licenses and other intellectual property rights related to the Work Product. To the extent that Work Product would fall under the definition of “works made for hire” under 17 U.S.C.S. §101, the Parties intend the Work Product to be a work made for hire.

- i. RESERVED
- ii. RESERVED

B. Exclusive Property of the State

Except to the extent specifically provided elsewhere in this Contract, any pre-existing State Records, State software, research, reports, studies, photographs, negatives or other documents, drawings, models, materials, data and information shall be the exclusive property of the State (collectively, “State Materials”). Contractor shall not use, willingly allow, cause or permit Work Product or State Materials to be used for any purpose other than the performance of Contractor’s obligations in this Contract without the prior written consent of the State. Upon termination of this Contract for any reason, Contractor shall provide all Work Product and State Materials to the State in a form and manner as directed by the State.

C. Exclusive Property of Contractor

Contractor retains the exclusive rights, title, and ownership to any and all pre-existing materials owned or licensed to Contractor including, but not limited to, all pre-existing software, licensed products, associated source code, machine code, text images, audio and/or video, and third-party materials, delivered by Contractor under the Contract, whether incorporated in a Deliverable or necessary to use a Deliverable (collectively, “Contractor Property”). Contractor Property shall be licensed to the State as set forth in this Contract or a State approved license agreement: **(i)** entered into as exhibits to this Contract; **(ii)** obtained by the State from the applicable third-party vendor; or **(iii)** in the case of open source software, the license terms set forth in the applicable open source license agreement.

16. RESERVED

17. GENERAL PROVISIONS

A. Assignment

Contractor’s rights and obligations under this Contract are personal and may not be transferred or assigned without the prior, written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Contractor’s rights and obligations approved by the State shall be subject to the provisions of this Contract.

B. Subcontracts

Contractor shall not enter into any subcontract in connection with its obligations under this Contract without the prior, written approval of the State. Contractor shall submit to the State a copy of each such subcontract upon request by the State. All subcontracts entered into by Contractor in connection with this Contract shall comply with all applicable federal and state laws and regulations, shall provide that they are governed by the laws of the State of Colorado, and shall be subject to all provisions of this Contract.

C. Binding Effect

Except as otherwise provided in §17.A, all provisions of this Contract, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.

D. Authority

Each Party represents and warrants to the other that the execution and delivery of this Contract and the performance of such Party's obligations have been duly authorized.

E. Captions and References

The captions and headings in this Contract are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Contract to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

F. Counterparts

This Contract may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

G. Entire Understanding

This Contract represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Contract. Prior or contemporaneous additions, deletions, or other changes to this Contract shall not have any force or effect whatsoever, unless embodied herein.

H. Digital Signatures

If any signatory signs this agreement using a digital signature in accordance with the Colorado State Controller Contract, Grant and Purchase Order Policies regarding the use of digital signatures issued under the State Fiscal Rules, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Contract by reference.

I. Modification

Except as otherwise provided in this Contract, any modification to this Contract shall only be effective if agreed to in a formal amendment to this Contract, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules. Modifications permitted under this Contract, other than contract amendments, shall conform to the policies issued by the Colorado State Controller.

J. Statutes, Regulations, Fiscal Rules, and Other Authority

Any reference in this Contract to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Effective Date of this Contract.

K. Severability

The invalidity or unenforceability of any provision of this Contract shall not affect the validity or enforceability of any other provision of this Contract, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under this Contract in accordance with the intent of this Contract.

L. Survival of Certain Contract Terms

Any provision of this Contract that imposes an obligation on a Party after termination or expiration of the Contract shall survive the termination or expiration of this Contract and shall be enforceable by the other Party.

M. Taxes

The State is exempt from federal excise taxes under I.R.C. Chapter 32 (26 U.S.C., Subtitle D, Ch. 32) (Federal Excise Tax Exemption Certificate of Registry No. 84-730123K) and from State and local government sales and use taxes under §§39-26-704(1), *et seq.*, C.R.S. (Colorado Sales Tax Exemption Identification Number 98-02565). The State shall not be liable for the payment of any excise, sales, or use taxes, regardless of whether any political subdivision of the state imposes such taxes on Contractor. Contractor shall be solely responsible for any exemptions from the collection of excise, sales or use taxes that Contractor may wish to have in place in connection with this Contract.

N. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described in §17.A, this Contract does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Contract and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Contract are incidental to this Contract, and do not create any rights for such third parties.

O. Waiver

A Party's failure or delay in exercising any right, power, or privilege under this Contract, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

P. CORA Disclosure

To the extent not prohibited by federal law, this Contract and the performance measures and standards required under §24-106-107, C.R.S., if any, are subject to public release through the CORA.

Q. Standard and Manner of Performance

Contractor shall perform its obligations under this Contract in accordance with the highest standards of care, skill and diligence in Contractor's industry, trade, or profession.

R. Licenses, Permits, and Other Authorizations.

Contractor shall secure, prior to the Effective Date, and maintain at all times during the term of this Contract, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Contract, and shall ensure that all employees, agents and Subcontractors secure and maintain at all times during the term of their employment, agency or subcontract, all license, certifications, permits and other authorizations required to perform their obligations in relation to this Contract.

S. Reserved

T. Accessibility

- i. Contractor shall comply with and the Work Product provided under this Contract shall be in compliance with all applicable provisions of §§24-85-101, *et seq.*, C.R.S., and the *Accessibility Standards for Individuals with a Disability*, as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S. Contractor shall also comply with all State of Colorado technology standards related to technology accessibility and with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards.
- ii. The State may require Contractor's compliance to the State's Accessibility Standards to be determined by a third party selected by the State to attest to Contractor's Work Product and software is in compliance with §§24-85-101, *et seq.*, C.R.S., and the *Accessibility Standards for Individuals with a Disability* as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S.

18. COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3)

These Special Provisions apply to all contracts except where noted in italics.

A. STATUTORY APPROVAL. §24-30-202(1), C.R.S.

This Contract shall not be valid until it has been approved by the Colorado State Controller or designee. If this Contract is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), C.R.S.; then this Contract shall not be valid until it has been approved by the State's Chief Information Officer or designee.

B. FUND AVAILABILITY. §24-30-202(5.5), C.R.S.

Financial obligations of the State payable after the current State Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

C. GOVERNMENTAL IMMUNITY.

Liability for claims for injuries to persons or property arising from the negligence of the Parties, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, *et seq.* C.R.S. No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

D. INDEPENDENT CONTRACTOR.

Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of the State. Contractor shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Contract. Contractor shall (i) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (ii) provide proof thereof when requested by the State, and (iii) be solely responsible for its acts and those of its employees and agents.

E. COMPLIANCE WITH LAW.

Contractor shall comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. CHOICE OF LAW, JURISDICTION, AND VENUE.

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Contract. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this Contract shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

G. PROHIBITED TERMS.

Any term included in this Contract that requires the State to indemnify or hold Contractor harmless; requires the State to agree to binding arbitration; limits Contractor's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void ab initio. Nothing in this Contract shall be construed as a waiver of any provision of §24-106-109 C.R.S.

H. SOFTWARE PIRACY PROHIBITION.

State or other public funds payable under this Contract shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Contractor hereby certifies and warrants that, during the term of this Contract and any extensions, Contractor has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Contractor is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Contract, including, without limitation, immediate termination of this Contract and any remedy consistent with federal copyright laws or applicable licensing restrictions.

I. EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. §§24-18-201 and 24-50-507, C.R.S.

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Contract.

Contractor has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Contractor's services and Contractor shall not employ any person having such known interest

EXHIBIT A, COLORADO UNIVERSAL PRESCHOOL PROGRAM SERVICE TERMS AND CONDITIONS

Provider agrees to provide preschool services in conjunction with the Colorado Universal Preschool Program, a program financed and governed by CDEC, during the 2025-2026 school year. Provider agrees to provide these services in compliance with the Colorado Preschool Program Act, set forth at §§ 26.5-4-201 through 26.5-4-211, C.R.S., and regulations promulgated at 8 C.C.R. 1404-1 (“Colorado Preschool Program”).

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

Definitions

- “Business Day” means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in §24-11-101(1), C.R.S.
- “Colorado Shines Quality Rating and Improvement System” means the system administered by CDEC pursuant to sections 26.5-5-101 through 26.5-5-103, C.R.S., to measure the level of preparedness of and quality of services provided by an early childhood education program to prepare children to enter elementary school.
- “Good cause” means emergency conditions or circumstances beyond the control of the party such as, but not limited to, impossibility for a party to meet a specified deadline; incapacity of the party or representative; or other situations which would prevent a reasonable person from meeting a deadline or complying with the process without modification. “Good cause” does not include: excessive workload of either the party or his/her representative; a party obtaining legal representation in an untimely manner; or any other circumstance which was foreseeable or preventable.
- “IEP” means individualized education program as that term is defined in section 22-20-103, C.R.S.
- “Preschool Program Application System” means the online application system administered and managed by CDEC and State that Providers will use to register with the Colorado Preschool Program and to match with potential eligible children.
- “Provider” references the Contractor referred to in the master contract.

Program Requirements

1. Provider must be licensed by CDEC to deliver preschool program services to eligible children. Provider shall adhere to the requirements of its license at all times. Provider is prohibited from entering a number of available ‘seats’ into the Colorado Preschool Program’s Application System that exceeds Provider’s licensed capacity.
2. Provider must have eligible children enrolled in its preschool program to qualify as a participating Provider. An eligible child is considered enrolled in the Colorado Preschool Program once that child has a ‘Start Date’ entered into the Colorado Preschool Program’s Application System, a fully completed and submitted ‘Enrollment Form’ in the Application System, and the Provider has verified with reasonable due diligence that the child meets the age eligibility requirements for the requisite funding stream received from CDEC, as established under § 26.5-4-201, C.R.S. May 15th of the current school year is the final date a child may be entered into the Colorado Preschool Program’s

EXHIBIT A, COLORADO UNIVERSAL PRESCHOOL PROGRAM SERVICE TERMS AND CONDITIONS

Application System to be considered enrolled.

3. Provider must agree to guarantee families at least the minimum number of hours defined in Rule for the rate that is provided.
4. Provider is encouraged to offer CDEC feedback on how CDEC and Local Coordinating Organizations (LCOs) can better support the Colorado Preschool Program.
5. Provider is required to adhere to all reporting requirements as outlined herein.
6. Provider shall utilize the CDEC-provided Colorado Preschool Program links and websites developed and administered by the State when advertising, registering, and enrolling children and families in the Colorado Preschool Program. In advertising, registering, and enrolling children and families in the Colorado Preschool Program, Provider will direct families to the CDEC-provided Colorado Preschool Program links and websites developed and administered by the State. Provider shall refrain from utilizing their own application system in lieu of or in addition to the Colorado Preschool Program's Application System when enrolling children in the Colorado Preschool Program. This requirement does not apply to the limited three-year-old component of the Colorado Preschool Program for children without an Individualized Education Plan (IEP).
7. CDEC and Provider agree that providers in the State of Colorado who serve children with disabilities are subject to related state and federal laws. Thus, provisions of the Contract that conflict with state and federal legal requirements related to children with disabilities are inapplicable and of no force and effect against Provider.
8. Provider must adhere to insurance requirements as applicable and provide proof of insurance to CDEC within seven business days from execution of the contract.

Attendance and Reimbursement

1. Provider shall ensure that accurate enrollment and attendance records are kept for each child enrolled in Provider's program.
2. Provider agrees to post preschool tuition, enrollment, and ancillary costs on the Provider's profile in the Colorado Preschool Program's Application System prior to enrollment. These costs shall include the overall out-of-pocket cost to the family inclusive of all charges and fees the provider will charge for the 2025-26 school year. Provider is prohibited from charging a fee that is not posted on the Provider's profile in the Colorado Preschool Program's Application System.
3. Provider shall not charge a family participating in the Colorado Preschool Program tuition or fees for services that exceed the amount that is charged to families of preschool-aged children that do not participate in the Colorado Preschool Program for the same or similar services.
4. Provider is prohibited from placing a family on a waitlist for services.
5. Should an eligible child cease enrollment or otherwise withdraw, Provider must notify CDEC within ten (10) Business Days of such withdrawal through the Colorado Preschool Program's Application System, and must inform CDEC of the reason for the withdrawal. In addition to a family notifying a Provider that an eligible child has ceased enrollment or otherwise withdrawn, an eligible child is deemed to have ceased enrollment or otherwise withdrawn if they have been absent without explanation from Provider's program for fourteen (14) consecutive calendar days, or, the family attempts to enroll the child at a different Colorado Preschool Program provider via the Colorado Preschool Program's Application System.

EXHIBIT A, COLORADO UNIVERSAL PRESCHOOL PROGRAM SERVICE TERMS AND CONDITIONS

6. Should Provider fail to notify CDEC of a child who has ceased enrollment or otherwise withdrawn as described in (5) above, then CDEC shall have cause to terminate this Contract immediately.
7. In accordance with 8 CCR 1404-1 rule section 4.109(E), Provider must comply with the requirements of section 22-33-106.1, C.R.S., regarding the limited circumstances under which Provider may suspend or expel a child enrolled in the Colorado Preschool Program.
8. CDEC will pay Provider in accordance with the adopted provider rate and in accordance with the Payment Schedule provided below.
9. Absent written permission from CDEC, Provider is prohibited from increasing the number of available seats within a licensed location by more than twenty (20) percent (%) from the start of registration, which is defined as when Provider has entered their program information and number of available seats into the Colorado Preschool Program's Application System, and Provider's profile in the Colorado Preschool Program's Application System containing said information has been published for the first time for families applying for the 2025-2026 program year. Upon receipt of a written request from Provider, CDEC shall allow Provider to increase their number of available seats by more than twenty (20) percent (%) if the increase is reasonably related to either Provider maintaining compliance with any applicable law regarding the education of children with disabilities, or is due to an increase in the licensed capacity of Provider. Approval of a request to increase the number of available seats by more than twenty (20) percent (%) within a licensed location for any other reason shall be at CDEC's sole discretion.

Reporting Requirements

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

1. Provider agrees to submit:

- i. any additional and case-by-case specific documentation required to effectuate the Payment Schedule as laid out herein;
- ii. Monthly and or quarterly reports utilizing the templates attached to this Contract as **Exhibit C** regarding registration, enrollment, verification of a child's eligibility status, staff compensation, the delivery of services and expenditures
- iii. The quarterly reports will be submitted by the Provider by December 31st, March 31st, June 30th. The quarterly reports shall be submitted through a system designated by CDEC.

EXHIBIT A, COLORADO UNIVERSAL PRESCHOOL PROGRAM SERVICE TERMS AND CONDITIONS

Data Management

1. In addition to the Reporting Requirements listed above, Provider agrees to report data to CDEC via the Colorado Preschool Program's Application System, or in a secure method prescribed by CDEC, detailing Colorado Preschool Program enrollment and capacity as required by CDEC in order for CDEC to effectuate the Colorado Preschool Program in congruence with state and federal law.
2. Provider further understands that section 24-74-105(1), C.R.S., prohibits the use or disclosure of PII obtained through the Colorado Preschool Program Application System for the purposes of investigating for, participating in, cooperating with, or assisting in federal immigration enforcement.
3. Provider acknowledges that the Family Educational Rights and Privacy Act (FERPA) and other student data privacy laws may apply to student records in its possession and will follow any and all applicable student data privacy laws.

Provider Rights

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

CDEC Responsibilities

1. CDEC shall, through a payment vendor, provide payments to Provider in accordance with 8 CCR 1404-1 and §5 of the Contract.
2. After receiving a complete application packet from a family that has been verified by CDEC, CDEC shall, through the Colorado Preschool Program's Application System, determine a family's eligibility for preschool services within 20 Business Days of receiving a verified and complete application packet.
3. CDEC will pay the Provider based on the information regarding the number of eligible children enrolled. CDEC will provide payment for an eligible child so long as that child has a 'Start Date' and 'Enrollment Form' entered and submitted into the Colorado Preschool Program's Application System.
4. Payments to providers will be made in accordance with the Payment Schedule provided below.

Education of Children with Disabilities and Accessibility

1. As outlined in 8 CCR 1404 rule section 4.109(F), any Provider educating a child with disabilities shall ensure compliance with:
 - i. The "Standards for Placement of Preschoolers with IEPs in Educational Programs (October 2023)" promulgated by the Colorado Department of Education ("CDE");
 - ii. Any applicable provisions of the "Individuals with Disabilities Education Act" (IDEA) found at 20 U.S.C. sections 1400 through 1491, as amended, and including its implementing regulations at 34 C.F.R. Parts 300 and 303; and
 - iii. the "Exceptional Children's Educational Act" (ECEA) sections 22-20-101 through 22-20-206, C.R.S., and applicable provisions of the "Rules for the Administration of the

EXHIBIT A, COLORADO UNIVERSAL PRESCHOOL PROGRAM SERVICE TERMS AND CONDITIONS

Exceptional Children’s Educational Act” located in 1 CCR 301-8, including an eligible preschool provider’s obligation to ensure children with disabilities are served in a manner which conforms to the training, certification, referral, identification, licensing, authorization, and dispute resolution requirements found in 1 CCR 301-8, rule section 3.02(3); and

2. Provider will also adhere to the applicable provisions set forth at section 24-85-101, et seq., C.R.S., and the Accessibility Standards for Individuals with a Disability, as established by the Governor’s Office of Information Technology pursuant to section 24-85-103(2.5), C.R.S. Provider shall also comply with all State of Colorado technology standards related to technology accessibility and with Level AA of the most current version of the Web Content Accessibility Guidelines.

Payment Schedule

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

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

3. For eligible children without an IEP who are in the year before kindergarten and enrolled in the universal preschool program under the Colorado Preschool Program— which provides tuition-free part-time preschool for all children—payments will be made in arrears on a monthly basis. For those children:

i. Provider will receive monthly payments, made in arrears for the previous month, from September through May with those payments consisting of the full month’s rate in arrears for children enrolled and served in the previous month, and these monthly payments shall be scheduled by the 15th of each month by CDEC; unless the 15th falls on the weekend or a holiday then payments will be made on the closest business day.

ii. Provider will only receive an initial pre-payment on August 15th, if they have a demonstrated need, which is defined as a financial statement that identifies a financial balance less than the amount of Colorado Preschool Program payments estimated by CDEC for Provider to serve enrolled children in the month of August. This information must be provided to CDEC no later than July 25th to be considered for an initial pre-payment in August via a CDEC defined process. Provider will not receive an initial pre-payment in August based on the expected enrollment absent demonstrated need. If need is demonstrated, this initial pre-payment will be based on the expected enrollment, with CDEC calculating the expected enrollment based on state demographics, Colorado Preschool Program data, previous years’ enrollment, and any documentation provided by the Provider; The reconciliation payment made in May will take into account any initial pre-payment made in August, with the initial pre-payment made in August acting as a credit in the reconciliation payment process.

EXHIBIT A, COLORADO UNIVERSAL PRESCHOOL PROGRAM SERVICE TERMS AND CONDITIONS

iii. After CDEC pays the Provider the full monthly rate in arrears for April by May 15th, CDEC will process a reconciliation payment by the end of May. This payment will cover services provided from May 1st through May 15th. CDEC will then provide a final reconciliation payment by June 15th which will be a final reconciliation to ensure Provider is paid the correct amount based on actual enrollment and delivery of services; and published rates, to ensure the Provider is paid accurately based on actual enrollment and service delivery made over the term of this Contract.

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

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

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

vi. Providers may request payment for eligible children who were not timely entered into the Colorado Preschool Program’s Application System only up to forty-five (45) calendar days preceding the date on which Provider enters the eligible child into the Colorado Preschool Program’s Application System, and Provider shall provide proof via enrollment documentation that during that period to be eligible for payment, the eligible child did in fact receive preschool services despite not being properly enrolled with a ‘start date’ and fully completed and submitted ‘enrollment form’ in the Colorado Preschool Program’s Application System. Depending on the timing of the Provider entry in the Colorado Preschool Program’s Application System, CDEC may include payments through a reconciliation payment process or in a monthly payment, whichever is more timely. Any and all revisions to payment requests must be addressed through the payment vendor and approved by the Colorado Universal Preschool Program.

vii. At no time shall CDEC make payments for services rendered by the Provider, without an executed Provider agreement prior to the start of services.

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

i. The enrolling Provider, who is providing services, either directly or indirectly via contract with a directly funded by Provider, pursuant to section 26.5-4-208(3)(c), for three-year-olds without an IEP, will submit a monthly enrollment file through a system designated by CDEC by the 15th of each month for the prior month to account for the three-year-olds enrolled and provided services by the Provider

- A Provider that contracts with another Provider pursuant to section 26.5-4-208(3)(c)

EXHIBIT A, COLORADO UNIVERSAL PRESCHOOL PROGRAM SERVICE TERMS AND CONDITIONS

must remit payment to the contracted Provider within 15 calendar days of receiving payment from CDEC.

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

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

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

Automatic Renewal of Contract

1. If, by June 1 of each year, Provider has obtained a quality rating of three (3), four (4), or five (5) from CDEC's Colorado Shines Quality Rating and Improvement System (QRIS), then at the end of the Term of this Contract, this Contract shall automatically renew for an additional additional one (1) year period unless either Party provides the other Party with written notice of its intent to terminate this Contract thirty (30) days prior to expiration of the then-current Term. Providers will be notified by email to the authorized representative. Should the provider obtain a quality rating of three (3), four (4), or five (5) in the 2026-2027 year, the Contract shall automatically renew for an additional additional one (1) year period unless either Party provides the other Party with written notice of its intent to terminate this Contract thirty (30) days prior to expiration of the then-current Term, not to exceed a maximum term of June 30, 2028.

2. If, by June 1 of each year, Provider has established a quality rating of one (1) or two (2) from CDEC's Colorado Shines, this contract shall not automatically renew. Providers will be notified by email to the authorized representative.

3. If Provider has established a quality rating of one (1) or two (2) from CDEC's Colorado Shines, the Provider may submit an appeal to the Colorado Preschool Program no later than June 5th of each year, for the automatic contract renewal. All automatic contract renewal appeals will be processed and responded to by CDEC by June 15th. This appeal must be sent to: universalpreschool@state.co.us.

4. If Provider does not participate in the QRIS process, this contract shall not be eligible to automatically renew, and a new agreement will be required.

Additional Provisions

1. Payments by the State shall constitute currently appropriated expenditures of the State and may be paid solely from legally available funds. All obligations of the State shall be subject to

EXHIBIT A, COLORADO UNIVERSAL PRESCHOOL PROGRAM SERVICE TERMS AND CONDITIONS

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

EXHIBIT B-P II CERTIFICATION

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

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

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

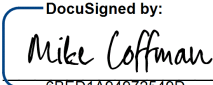
DocuSigned by:

 Signature: _____
 Printed Name: Mike Coffman
 Title: Mayor
 Date: 7/10/2025

EXHIBIT C-REPORTING TEMPLATES

Colorado Universal Preschool Program Quarterly Reporting Requirements

NOTE: Colorado Universal Preschool Program Quarterly Reporting templates may be revised at the discretion of CDEC at any time. The below templates are provided for reference. Links will be provided to each provider for reporting.

Please note – The below templates will be provided directly to providers by the Colorado Universal Preschool Program via email

Colorado Universal Preschool Program Quarterly Reporting Template

To be completed in Q1 (by September 30th, 2025)

Background Information

1. Please select which best describes your provider type (select only one):
 - a. Family Child Care Home
 - b. District-based
 - c. Charter school
 - d. Faith-based or independent school serving preschool children and elementary-aged children
 - e. Stand-alone Head Start (e.g., all classrooms in program are considered Head Start or Early Head Start classrooms and only serve children enrolled in Head Start and/or Early Head Start)
 - f. Community-based non-profit affiliated with a larger organization
 - g. Community-based non-profit not affiliated with a larger organization
 - h. For-profit affiliated with a chain/corporation
 - i. For-profit not affiliated with a chain/corporation

2. What additional public funding sources are used to pay for tuition for three and four year olds? Consider all three and four year olds, not just those participating in Universal Preschool. Select all that apply.

Colorado Child Care Assistance Program (CCCAP)

Exceptional Children's Educational Act (ECEA)

Individuals with Disabilities Act (IDEA) Part B Funding

School Financing funding

Head Start

Summit Pre-K Program

Denver Preschool Program

Other Public Funding Source (e.g., mill levy, local tax), please specify: [Open Text]

None, other than family tuition

Children Enrolled in the Universal Preschool Program

4. How many four-year olds are enrolled in the Universal Preschool Program?
[Drop down menu]

5. How many three-year olds are enrolled in the Universal Preschool Program?
[Drop down menu]

EXHIBIT C-REPORTING TEMPLATES

6. [SKIP LOGIC: ASK FOR EACH FUNDING SOURCE SPECIFIED IN QUESTION 2] How many children enrolled in the Universal Preschool Program also receive [FUNDING SOURCE] funding?

[Drop down menu]

7. What are the home languages of the children enrolled in the Universal Preschool Program who are English language learners?

[Drop down menu of languages, including “not applicable” and “Other: Open Text”]

Universal Preschool Program Structure

8. *(Display if Q1 is not a family child care provider.)* How many classrooms enroll at least one child in the Universal Preschool Program?

[Drop down menu]

9. Are there specific days and times that all children enrolled in the Universal Preschool Program attend? (For example, are all children enrolled in classroom “A” attend in the mornings, or on specific days of the week?)

- a. Yes, this is true for all classrooms serving children in Universal Preschool
- b. Some classrooms serving children in Universal Preschool have specific days and times, but not all
- c. No, children enrolled in Universal Preschool can come to their classroom on different days and times

10. How many children enrolled in the Universal Preschool Program attend for more hours than funded by the Universal Preschool Program?

[Drop down menu]

Curriculum, Assessment & National Accreditation

11. The following “whole-child” curricula have been designed to support multiple domains of learning and development for preschool children. Do educators teaching children in the Universal Preschool Program use any of the following curricula? Please check all that apply. (If you select “other, please only include *curricula* that address multiple domains of development. In other questions we will ask you about curricula used to support one specific area of development, such as literacy or social-emotional development).

Big Day for PreK

- ☐ Connect4Learning
- ☐ Creative Curriculum
- ☐ Core Knowledge
- ☐ Experience Curriculum (formerly Mother Goose)
- ☐ Frog Street Pre-K
- ☐ Funshine Express
- ☐ High Scope
- ☐ Opening the World of Learning (OWL)

EXHIBIT C-REPORTING TEMPLATES

- ☐ PreK for ME
- ☐ Tools of the Mind
- ☐ Proprietary Curriculum developed for our corporation
- ☐ Educators plan materials and activities according to themes, children's interests, and/or ☐ the educators' choice, but they do not use a formal curriculum.
- ☐ Educators do not yet use a specific process for planning for different domains of ☐ children's learning.
- ☐ Other: [Open Text]

12. Other types of curricula have been designed to support one particular domain of development (e.g., social-emotional OR literacy OR science). Do educators teaching children in the Universal Preschool Program use a particular social-emotional learning and development curriculum?

- a. Yes, they use a specific curriculum to support social-emotional learning and development
- b. Yes, they use a “whole child curriculum” that includes a social-emotional component
- c. No, they do not use a specific social-emotional learning curriculum.

13. (Display if Q12 has a response of a). What social-emotional curriculum do educators use?
[Open Text]

14. Do educators teaching children in the Universal Preschool Program use a particular language and literacy curriculum?

- a. Yes, they use a specific language and literacy curriculum
- b. Yes, they use a “whole child curriculum” that includes a language and literacy component
- c. No, they do not use a specific language and literacy curriculum

15. (Display if Q14 has a response of a). What language and literacy curriculum do educators use?
[Open Text]

16. Do educators teaching children in the Universal Preschool Program use a particular math curriculum?

- a. Yes, they use a specific math curriculum
- b. Yes, they use a “whole child curriculum” that includes a math component
- c. No, they do not use a specific math curriculum

17. (Display if Q16 has a response of a). What math curriculum do educators use?
[Open Text]

18. Do educators teaching children in the Universal Preschool Program use a particular science curriculum?

- a. Yes, they use a specific math curriculum
- b. Yes, they use a “whole child curriculum” that includes a math component
- c. No, they do not use a specific math curriculum

19. (Display if Q18 has a response of a). What science curriculum do educators use?

EXHIBIT C-REPORTING TEMPLATES

[Open Text]

20. Do educators teaching children in the Universal Preschool Program use any of the following formative assessments to gauge how children are doing and to plan for their instruction? Select all that apply.

- ☐ Work Sampling System
- ☐ Teaching Strategies Gold
- ☐ Desired Results Developmental Profile (DRDP)
- ☐ Early Learning Inventory
- ☐ Other: [Open Text]
- ☐ Other: [Open Text]

21. Please select the national accreditations your provider has achieved (select all that apply).

- ☐ AdvancED
- ☐ American Montessori Society (AMS)
- ☐ Association of Christian Schools International (ACSI)
- ☐ Council on Accreditation (COA)
- ☐ National Association for the Education of Young Children (NAEYC)
- ☐ National Association for Family Child Care (NAFCC)
- ☐ National Early Childhood Program Accreditation (NECPA)
- ☐ Other: [Open Text]

22. (Display if Q1 is a district program.) Are preschool teachers in your school observed using an assessment of instructional quality?

- a. Yes
- b. No

23. (Display if Q22 is yes.) What classroom assessment of instructional quality is used?
[Open Text]

Educator Compensation

24. (Display if Q1 is not a Family Child Care Home.) Please consider all assistant teachers or teacher aides assigned to classrooms serving at least one child in the Universal Preschool Program. What is the highest rate of pay? (We will ask about lead teachers in a different report template.)

[Scroll box with \$50 max entry for dollars and cents]

25. (Display if Q1 is not a Family Child Care Home.) Please consider all assistant teachers or teachers' aides assignment to classrooms serving at least one child in the Universal Preschool Program. What is the lowest rate of pay?

[Scroll box with \$50 max entry for dollars and cents]

26. (Display if Q1 is not a Family Child Care Home.) What employer-sponsored benefits are provided to full-time teaching staff. Check all that apply.

EXHIBIT C-REPORTING TEMPLATES

- ☐ At least 5 paid sick days
- ☐ At least 5 days of paid time off/vacation days
- ☐ Paid bank holidays
- ☐ Paid days during unexpected school closures (e.g., snow days)
- ☐ Health insurance
- ☐ Dental insurance
- ☐ Vision insurance
- ☐ Retirement plan
- ☐ Other insurance (e.g. life insurance, disability insurance, etc.)
- ☐ Flexible Spending Account (FSA) or Health Spending Account (HSA)
- ☐ Employee wellness and mental health resources (e.g. gym memberships, counseling, or telehealth services)
- ☐ Paid professional development
- ☐ Education/tuition stipend
- ☐ Expense reimbursements (e.g. mileage, supplies, or snacks)
- ☐ Hiring or retention bonuses
- ☐ Reduced rate or free child care for staff children

27. (Display if Q1 is family child care home.) Approximately how much is your annual income (take-home pay) from your work as a family child care provider.

[Scroll box with \$100,000 max entry for dollars and cents]

28. (Display if Q1 is family child care home.) As part of your contract with families, do you include the following (select all that apply)?

- ☐ At least 5 paid sick days
- ☐ At least 10 days of paid time off/vacation days
- ☐ Paid bank holidays
- ☐ Paid days during unexpected school closures (e.g., snow days)

29. (Display if Q1 is family child care home.) Which benefits do you have and how are these benefits paid for?

[Table with below benefits, columns where they can select “Paid for by my revenue” “Paid for by outside funding (e.g., partner or spouse’s employment)” “Do not have this benefit”]

- ☐ Health insurance
- ☐ Dental insurance
- ☐ Vision insurance
- ☐ Retirement plan
- ☐ Other insurance (e.g. life insurance, disability insurance, etc.)
- ☐ Flexible Spending Account (FSA) or Health Spending Account (HSA)
- ☐ Employee wellness and mental health resources (e.g. gym memberships, counseling or telehealth services)

EXHIBIT C-REPORTING TEMPLATES

Staffing Challenges and Resources

30. (Display if Q1 is not family child care home.) Do you have preschool classrooms that are currently closed due to difficulty finding teachers to hire?

- a. Yes
- b. No

31. (Display if Q1 is not family child care home.) Does your program employ substitutes?

- a. Yes
- b. No

32. Does your program have access to external substitute placement agencies that can provide substitutes as needed?

- a. Yes
- b. No
- c. I don't know

-

EXHIBIT C-REPORTING TEMPLATES

Reason For Expense (CDE reporting form)	Description	Total all expenses for each program to include salaries, supplies, fees, technology, and others	Category on form
Instruction	Dealing directly with the interaction between teachers and students. Staffing	teacher/aide salaries, FCCH income, instructional activity supplies	Instruction
Support Serv-Inst Staff	Anything associated with assisting the instructional staff with the content and process of providing learning experiences for students. (ie., coaching)	extra supports for staff, any classroom supplies only adults use	Support Service-Instructional Staff
Support Serv- General Admin	Anything concerned with establishing and administering policy for operating the school district.	N/A if not a district	District Section
Support Serv- School Admin/Sup Serv-business w/o grants	Expenditures of overall administrative responsibility for a school. Costs related to paying, the administration of direct services for the school.	division level support, director salaries	Administrative Costs
Oper & Maint of Plant Serv w/o grants	Anything concerned with keeping the physical locations open, comfortable and safe for use and keeping the grounds, buildings and equipment in effective working condition and state of repair. These include the activities of maintaining safety in buildings, on the grounds and in the vicinity of schools.	rent/insurance of corporate address (not personal address), buildings and grounds expenses, salaries/fees for maintenance or cleaning, vehicle maintenance	Operations & Maintenance of Location
Student Transportation Services	Anything concerned with conveying students to and from school, as provided by state and federal law. These activities include trips between home and school and trips to school activities.	mileage for program implementation/curricular activities, transportation fees	Student Transportation Services
Sup Serv Cent w/o grants-Sup Serv w/grants	Anything, other than general administration, which support each of the other instructional and support services programs. These activities include planning, research, development, evaluation, information, staff and data processing services. Support services provide administrative, technical (such as guidance and health) and logistical support to facilitate and enhance instruction. These services exist as adjuncts for fulfilling the objectives of instruction, community services and enterprise programs.	Things that support planning, research, development, evaluation, information, staff and data processing services. fees nurse to come in, contract with community liaison	Support Services-non instructional staff
Sup Serv Central: Cabinet Level w/o grants	district only	N/A if not a district	District Section
Planning/Evaluation - Support Serv-Students	Expenditures associated with conducting and managing programs of planning and research development. Costs related to designed to assess and improve support the teaching process.	planning, research, development information, staff and data processing services	Classroom Planning

EXHIBIT C-REPORTING TEMPLATES

Planning/Evaluation - Support Serv-Students	Expenditures associated with evaluation for a school system on a system-wide basis. Costs related to designed to assess and improve the well-being of students.	evaluation, assessments, of students	Child Assessment/Evaluation
Other Sup Services w/o grants	All other support services not classified elsewhere in the 20 series.	anything supporting instruction not identified, if not sure where else	Support Services-non instructional staff
Volunteer Services-Community Services-Non-Instructional Services-Enterprise Operations- Other Uses-Debt Service - Educational Library Services/Fail Acquisition & Constructions Svcs-	Anything concerned with securing and providing non-paid volunteers for a school or school district. Anything concerned with providing community services to students, staff or other community participants. Examples of this function would be the operation of a community swimming pool, a recreation program, a child care center, etc. Anything concerned with providing non-instructional services to students, staff or community. Anything that are financed and operated in a manner similar to private business enterprises – where the stated intent is that the costs are financed or recovered primarily through user charges. A number of outlays of governmental funds are not properly classified as expenditures, but still require budgetary or accounting control. These are classified under Other Uses. These include debt service payments (principal and interest) and certain transfers of moneys from one fund to another. Servicing the debt of the school district, including payments of both principal and interest and debt issuance costs. The receipt and payment of principal on short-term loans are handled as an adjustment to balance sheet account 7451. Anything concerned with the delivery of library services, including but not limited to: audiovisual services, education television services, instruction-related technology and other educational library services. Anything concerned with acquiring land and buildings; remodeling buildings; constructing buildings and additions to buildings; initially installing or extending service systems and other built-in equipment; and improving sites.	paying for shirts for volunteers/appreciation. rec center program costs. fees to check vision/hearing extra activities families can pay an extra fee for. anything not identified, if not sure where-marketing. program debt payments, not personal. If don't have a stand alone library, doesn't apply. Only things dedicated to a library any business capital improvements	Other-Specify
Food Services Operations-	Anything concerned with providing food to students and staff in a school or school district. This service area includes preparing and serving regular and incidental meals, lunches or snacks in connection with school activities and food delivery.	providing meals for FCCCH, hiring vendor to bring in food, food expenses, salaries	Food Services Operations
Enterprise Instructional	district only	N/A if not a district	District Section
Enterprise Non-Instructional	district only	N/A if not a district	District Section

EXHIBIT C-REPORTING TEMPLATES

Education for Adults	Anything concerned with providing services for adults. Courses or units of instruction related to acquisition of basic knowledge and skills which are comparable to those ordinarily obtained by students in a K-12 instructional program. An example is GED preparation. Normally, Adult Basic Education programs are not pre employment nor employer oriented. Courses or units of instruction directly related to providing individuals with the skills, attitudes and abilities necessary to obtain entry level employment in specific occupations or closely related clusters of occupations requiring less than a baccalaureate or advanced degree. (staff training costs--non staffing)	Any PD for staff, coaching fees/salaries	Staff training costs
Curriculum	Curriculum used to directly support with the interaction between teachers and students.	(materials for different subjects and learning areas within a course of study)	Curriculum
Supplies	Expenditures for supplies used in daily operations	(paper, pens, ink cartridges, envelopes, staples, and other disposable items adults use for operating the business)	Supplies
Indirects	Anything concerned with overall indirect administrative costs for a school district/school. Anything concerned with paying, transporting, exchanging and maintaining goods and services for the school district. Included are the fiscal and internal services necessary for operating the school district.	accounting, HR services shared across corporate, corporate level expenses	Up to 15% Indirect Costs

INSTRUCTIONS FOR EACH TAB AND SUBMISSION:

EXHIBIT C-REPORTING TEMPLATES

Provider Expenditure Report 2025-26 School Year Tab	You will enter all expenses for the school year into this tab, and it may be used and updated throughout the year. Depending on your accounting practices, keeping track of how you spent the payments received from CDEC will be important to increase efficiencies in this reporting. Credits to parent accounts are not considered an expense in this reporting model. The reporting lines under "Expenditures - Universal Preschool Program Revenues " will list how you spent the money received from CDEC UPK rate payments only and should total the total received payments for that quarter/time period. You may use the "Child Payment 2025-26 School Year Tool" to keep track of payments received but this is not required. The reporting lines under "OPTIONAL: Expenditures outside of Universal Preschool Program Revenues" may be used to show how you spent the money you receive from other payment sources but is not required. The purpose of this would be to show your true expenses if you would like to do so. The reporting lines under "IF PART OF A SCHOOL DISTRICT - Please complete the following section in addition to the above section" are for school districts only.
Q1-Q2 Tab	You will enter all expenses for quarters 1 and 2 into this tab. Quarter one is August through November and quarter two is December through February.
Q3 Tab	You will enter all expenses for quarter 3 into this tab. Quarter three is March through May.
Staff Expenditure 2025-26 School Year Tool Tab	This tab is optional and a tool for you to use to track expenses you may choose to use UPK rate payments to cover staff salaries. Staff listed under "Direct Services" will be staff directly implementing UPK classroom programming. Staff listed under "Administrative" will be staff providing office, custodial, food service, or other supports outside of the classroom activities. The expense lines with "Support Services/ Support Serv" in their title cover the activities this group of staff implement.
Child Payment 2025-26 School Year Tool Tab	This tab is optional and a tool for you to use to track the payments you receive for each child you serve by month.

EXHIBIT C-REPORTING TEMPLATES

Universal Preschool Program Provider Expenditures Template		
Provider Expenditure Statement		
Full Year Total 2025-26 School Year	\$0.00	
Statement Date:		
Provider Name:		
License #:		
Expenditures - Universal Preschool Program Revenues		
Expenditure Category	Expenditures	Description Notes
Instruction		
Classroom Planning		
Child Assessment/Evaluation		
Staff Training Costs		
Curriculum		
Supplies		
Support Services for Instructional Staff		
Administrative Costs		
Food Services Operations		
Operations & Maintenance of Location		
Student Transportation Services		
Other (please specify)		
Other (please specify)		
Other (please specify)		
Other (please specify)		
Up to 15% Indirect Costs		
Total	\$0.00	
OPTIONAL: Expenditures outside of Universal Preschool Program Revenues		
Expenditure Category	Expenditures	Description Notes
Instruction		
Classroom Planning		
Child Assessment/Evaluation		
Staff Training Costs		
Curriculum		
Supplies		
Support Services for Instructional Staff		
Administrative Costs		
Food Services Operations		
Operations & Maintenance of Location		
Student Transportation Services		
Other (please specify)		
Other (please specify)		
Other (please specify)		
Other (please specify)		
Up to 15% Indirect Costs		
Total	\$0.00	
IF PART OF A SCHOOL DISTRICT - Please complete the following section in addition to the above section		
Program	Expenditures	Indirect
Support Serv- General Admin		
Sup Serv Central: Cabinet Level w/o grants		
Enterprise Instructional		
Enterprise Non-Instructional		
Total	\$0.00	\$0.00

EXHIBIT C-REPORTING TEMPLATES

Universal Preschool Program Provider Expenditures- Quarter 1 & Quarter 2		
Provider Expenditure Statement		
Feb 2026)		\$0.00
Statement Date:		
Provider Name:		
License #:		
Expenditures - Universal Preschool Program Revenues-Only		
Expenditure Category	Expenditures	Description Notes
Instruction		
Classroom Planning		
Child Assessment/Evaluation		
Staff Training Costs		
Curriculum		
Supplies		
Support Services for Instructional Staff		
Administrative Costs		
Food Services Operations		
Operations & Maintenance of Location		
Student Transportation Services		
Other (please specify)		
Other (please specify)		
Other (please specify)		
Other (please specify)		
Upto 15% Indirect Costs		
Total	\$0.00	
OPTIONAL: Expenditures outside of Universal Preschool Program Revenues		
Expenditure Category	Expenditures	Description Notes
Instruction		
Classroom Planning		
Child Assessment/Evaluation		
Staff Training Costs		
Curriculum		
Supplies		
Support Services for Instructional Staff		
Administrative Costs		
Food Services Operations		
Operations & Maintenance of Location		
Student Transportation Services		
Other (please specify)		
Other (please specify)		
Other (please specify)		
Other (please specify)		
Up to 15% Indirect Costs		
Total	\$0.00	
IF PART OF A SCHOOL DISTRICT - Please complete the following section in addition to the above section		
Program	Expenditures	Description Notes
Support Serv- General Admin		
Sup Serv Central: Cabinet Level w/o grants		
Enterprise Instructional		
Enterprise Non-Instructional		
Total	\$0.00	

EXHIBIT C-REPORTING TEMPLATES

Universal Preschool Program Provider Expenditures- Quarter 3

Provider Expenditure Statement

Quarter 3 Total 2025-26 School Year (March-May 2026) \$0.00

Statement Date:

Provider Name:

License #:

Expenditures - Universal Preschool Program Revenues-Only

Expenditure Category	Expenditures	Description Notes
Instruction		
Classroom Planning		
Child Assessment/Evaluation		
Staff Training Costs		
Curriculum		
Supplies		
Support Services for Instructional Staff		
Administrative Costs		
Food Services Operations		
Operations & Maintenance of Location		
Student Transportation Services		
Other (please specify)		
Other (please specify)		
Other (please specify)		
Other (please specify)		
Upto 15% Indirect Costs		
Total	\$0.00	

OPTIONAL: Expenditures outside of Universal Preschool Program Revenues

Expenditure Category	Expenditures	Description Notes
Instruction		
Classroom Planning		
Child Assessment/Evaluation		
Staff Training Costs		
Curriculum		
Supplies		
Support Services for Instructional Staff		
Administrative Costs		
Food Services Operations		
Operations & Maintenance of Location		
Student Transportation Services		
Other (please specify)		
Other (please specify)		
Other (please specify)		
Other (please specify)		
Up to 15% Indirect Costs		
Total	\$0.00	

IF PART OF A SCHOOL DISTRICT - Please complete the following section in addition to the above section

Program	Expenditures	Description Notes
Support Serv- General Admin		
Sup Serv Central: Cabinet Level w/o grants		
Enterprise Instructional		
Enterprise Non-Instructional		
Total	\$0.00	

EXHIBIT C-REPORTING TEMPLATES

Universal Preschool Program Provider Expenditures										Universal Preschool Program Provider Expenditures Quarter 2										Universal Preschool Program Provider Expenditures Quarter 2										Universal Preschool Program Provider Expenditures Quarter 2										Total
Staff Expenditure Statement (Direct Services)																																								
Full Year Total 2025-26 School Year																																								
Statement Date:																																								
Provider Name:																																								
License #:																																								
Direct Services				Quarter 2										Quarter 2										Quarter 2										Total						
Employee	Pay Rate	Total Gross Pay	Universal Preschool Program Instruction Hours per week (10/15/30)	Universal Preschool Program Planning Hours/per week	Staff Training/ Coaching/ Hours/per week	Total Universal Preschool Program related hours/per week	# of Weeks in Reporting Period	Total Universal Preschool Instruction Costs	Total Universal Preschool Planning Costs	Total Universal Preschool Training/ Coaching Costs	Universal Preschool Program Planning Hours/ per week	Staff Training/ Coaching Hours/per week	Total Universal Preschool Program related hours/ per week	# of Weeks in Reporting Period	Total Universal Preschool Instruction Costs	Total Universal Preschool Planning Costs	Total Universal Preschool Training/ Coaching Costs	Universal Preschool Program Planning Hours/ per week	Staff Training/ Coaching Hours/per week	Total Universal Preschool Program related hours/ per week	# of Weeks in Reporting Period	Total Universal Preschool Instruction Costs	Total Universal Preschool Planning Costs	Total Universal Preschool Training/ Coaching Costs																
Totals		\$0.00	0	0	0	0		\$0.00	\$0.00	\$0.00	0	0	0		\$0.00	\$0.00	\$0.00	0	0	0		\$0.00	\$0.00	\$0.00	\$0.00															

Administrative Costs				Quarter 2					Quarter 2					Quarter 2					Total
Employee	Pay Rate	Total Gross Pay	Universal Preschool Program Instruction Hours per week (10/15/30)	Number of Classrooms in Program	Number classrooms in program	Total UPK related hours a week QTR 1, 2, 3	# Weeks in Reporting Period QTR 1	Total pay relevant to UPK QTR 1	Number of Classrooms in Program	Number classrooms in program	Total UPK related hours a week QTR 1, 2, 3	# Weeks in Reporting Period QTR 1	Total pay relevant to UPK QTR 1	Number of Classrooms in Program	Number classrooms in program	Total UPK related hours a week QTR 1, 2, 3	# Weeks in Reporting Period QTR 1	Total pay relevant to UPK QTR 1	
Totals																		\$0	

[illegible]

RESOLUTION NO. R2026- ____

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

WHEREAS, pursuant to Colo. Const. art XIV, § 18, and C.R.S. § 29-1-203, as amended, the Parties are authorized to cooperate and contract with one another to provide any function, service, or facility lawfully authorized to each; and

WHEREAS, in 2022, the Colorado General Assembly passed House Bill 22-1295, which established the Colorado Universal Preschool Program (“UPK Program”) that offers voluntary, high-quality universal preschool to every child in the year before kindergarten; and

WHEREAS, the UPK Program launched in the fall of 2023 and is operated by the State of Colorado (“State”) acting by and through the Department of Early Childhood; and

WHEREAS, the City of Aurora’s (“City’s”) Recreation Division in the Parks, Recreation, and Open Space Department is a licensed provider in the UPK Program and provides preschool activities for each eligible child in the UPK Program, outlined in Sections 26.5-4-201 through 26.5-4-211, C.R.S., according to the attached Intergovernmental Agreement (“IGA”) between the Parties, with a yearly auto-renewal dependent upon on a rating system, not to exceed a term ending on June 30, 2028; and

WHEREAS, the Parties desire to enter into an Amendment to the UPK Program IGA, extending it through June 30, 2030, and removing the yearly auto-renewal system dependent upon a rating system.

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

Section 1. City Council approves the Amendment to the Intergovernmental Agreement between the City of Aurora, Colorado, acting by and through its Recreation Division in the Parks, Recreation and Open Space Department, and the State of Colorado, acting by and through the Department of Early Childhood for the Colorado Universal Preschool Program.

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

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

RESOLVED AND PASSED this _____ day of _____, 2026.

MIKE COFFMAN, Mayor

ATTEST:

KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

PETER A. SCHULTE, CITY ATTORNEY

By: *Britt M. Wirth* ^{AK}
BRITT M. WIRTH, Assistant City Attorney

**Parks, Foundations, and Quality of Life (PFQL) Meeting
August 27, 2026**

Members Present: Council Member Stephanie Hancock, Chair; Council Member Ruben Medina, Vice Chair;

Members Absent: Council Member Curtis Gardner, Member

Others Present: L. Perry, B. Green, E. Janes, K. Ryan, T. Tully, W. Stieger, M. Krebsbach, A. Camacho, N. Ankeney, T. Bryant, B. Wirth, A. Morris, S. Brainard, B. Mendoza Ortega, J. Wallis, D. Hunt, M. Guggenmos, B. Brown, D. Salazar Salas, S. Jaquith, A. Valles Morales, G. Pingenot, T. Young, S. Fry Jones, J. Phillips

1. CALL TO ORDER

Council Member (CM) Hancock welcomed everyone and called the meeting to order.

2. APPROVAL OF MINUTES

2.a. 6-25-2026 PFQL Minutes for Approval

The June 25, 2026 PFQL Minutes were approved.

3. ANNOUNCEMENTS

N/A

4. AGENDA ITEMS

4.a. Amendment to the Colorado Universal Preschool (UPK) Program IGA for 2026-2030

Summary of Issue:

Donna Hunt, Superintendent of Youth Services, presented Amendment to the Colorado Universal Preschool (UPK) Program IGA for 2026-2030. In 2022, HB22-1295 passed which established the Colorado Universal Preschool Program (UPK) to offer voluntary, high-quality preschool to every Colorado child in the year before kindergarten. The program offers 10 and 15 hours automatically to every family, but they have to qualify for the 30-hour option. The city of Aurora has a mixed-delivery system meaning if children qualify for 15 hours only but parents want them to attend for 30 hours, the parents can pay tuition for the remainder 15 hours. In the 2025-2026 school year, the city of Aurora preschools serviced 160 preschoolers, over 400 enrollments for summer camps, and 126 students had free preschool. The proposal for the 2026-2027 school year is to offer 150 UPK openings and 59 tuition openings. The city of Aurora has 4 preschools licensed through the state of Colorado.

Committee Discussion:

CM Medina thanked Donna and her staff for the work they do. CM Medina spoke about the importance of education in the lives of children and how the preschool staff are part of that contribution.

CM Hancock is impressed with the work done in the preschools and admires the work and impact staff has on the children. CM Hancock had the opportunity to do Story Time and enjoyed it.

Outcome:

CM Hancock and CM Medina approved the amendment to the agreement moving forward to Study Session.

Follow-up Action:

N/A



CITY OF AURORA

Council Agenda Commentary

Item Title: Authorizing the Refunding of the City's 2017 Certificates of Participation (COPs) (Ordinance)
Item Initiator: Andrew Jamison, Debt and Treasury Supervisor, Finance
Staff Source/Legal Source: Andrew Jamison, Debt and Treasury Supervisor, Finance / Hanosky Hernandez, Senior Assistant City Attorney
Outside Speaker: N/A
Strategic Outcome: Well-Managed: High performing organization, committed to great customer service, innovation, continuous improvement, fiscal stewardship, and maintaining critical infrastructure.

COUNCIL MEETING DATES:

Study Session: 9/14/2026

Regular Meeting: 9/28/2026

2nd Regular Meeting (if applicable): 10/12/2026

Item requires a Public Hearing: ☐ Yes ☒ No

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

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

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

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

- | | |
|--|---|
| ☐ Approve Item and Move Forward to Study Session | ☐ Approve Item 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
<i>Reason for waiver is described in the Item Details field above.</i> | |

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Management & Finance

Policy Committee Date: 8/31/2026

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

- | | |
|---|---|
| ☒ Recommends Approval | ☐ Does Not Recommend Approval |
| ☐ Forwarded Without Recommendation | ☒ Minutes Not Available |
| ☐ Minutes Attached | |

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

The City issued \$28.865 million Certificates of Participation (COPs) in 2017 (the "Prior COPs"). The proceeds of the issuance were applied to the capital costs related to the Cental Recreation Center. Final maturity on the 2017 COPs is in 2042 (25 years from original issuance).

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

This ordinance authorizes the refunding of the Prior COPs in order to realize economic savings. Based on current interest rates, estimated savings from the refunding would amount to \$1.2 million or a 5.33% over the life of the refunding. As interest rates change, this savings could either increase or decrease. The City's Debt Policy suggests a minimum savings of 3.0%.

The ordinance authorizes the Director of Finance to refund the Prior COPs under the following parameters: (1) the principal amount to be financed not exceed \$23 million; (2) the interest component of debt service payments will not exceed five percent (5.00%); and (3) the total remaining term of the refunding COPs not extend beyond the final maturity of the 2017 COPs (2042).

As currently anticipated, the refunding will be pricing on November 18th and closing on December 3rd, all subject to favorable interest rates and resulting debt service savings.

FISCAL IMPACT

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

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

REVENUE IMPACT

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

BUDGETED EXPENDITURE IMPACT

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

The savings on the COPs materialize through reduced annual debt service payments. The 2017 COPs payments are budgeted from the Marijuana Fund.

NON-BUDGETED EXPENDITURE IMPACT

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

WORKLOAD IMPACT

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

QUESTIONS FOR COUNCIL

Does the Council wish to approve the COPs financing ordinance and move forward to Regular Meeting?

LEGAL COMMENTS

The City is authorized to enter into long-term or short-term rental or leasehold agreements in order to provide necessary land, buildings, equipment, and other property for governmental or proprietary purposes, which agreements may include an option to purchase and acquire title to such leased or rented property, and may have a term, at the discretion of the City, in excess of 30 years. Sec. 31-15-801, C.R.S.; City Code Sec. 2-683. Any use of lease-purchase financing by the City shall be approved by ordinance. City Charter Art. 5-3. (Hernandez)

ORDINANCE NO. 2026-_____

A BILL

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

WHEREAS, the City of Aurora, Colorado, (the "City"), is a home rule municipality, organized and existing under and by virtue of Article XX, Section 6 of the Colorado Constitution; and

WHEREAS, the City is authorized pursuant to Section 31-15-801, C.R.S., as amended, the City's home rule powers, and Section 2-683 of the City Code to enter into long-term or short-term rental or leasehold agreements in order to provide necessary land, buildings, equipment, and other property for governmental or proprietary purposes, which agreements may include an option to purchase and acquire title to such leased or rented property, and may have a term, at the discretion of the City, in excess of 30 years; and

WHEREAS, the City has previously entered into a Lease Purchase Agreement dated as of May 1, 2017 (the "2017 Lease") with Aurora Capital Leasing Corporation ("ACLC") with respect to certain assets (the "2017 Leased Property") currently leased to and used by the City in consideration of the payment by the City, subject to annual appropriation, of rentals consisting of a principal component and an interest component (the "Base Rentals") and certain other amounts for the operation and maintenance costs of the 2017 Leased Property (the "Additional Rentals"); and

WHEREAS, in connection with the 2017 Lease, ACLC has previously entered into a Mortgage and Indenture of Trust dated as of May 1, 2017 (the "2017 Indenture") with UMB Bank, N.A. (the "Trustee") providing for the issuance of Certificates of Participation, Series 2017 (the "Series 2017 Certificates"); and

WHEREAS, the Charter of the City permits the refunding or refinancing of all types of City obligations for savings or to effect other economies; and

WHEREAS, the City Council of the City (the "Council") desires to refinance all or a portion of the Series 2017 Certificates (the "Project"), in order to reduce the amounts of Base Rental payments due thereunder in the aggregate or in particular years, or to effect other economies; and

WHEREAS, the Council intends that the Project shall be implemented if it accomplishes any one or any combination of such purposes; and

WHEREAS, the City wishes to fund the Project from the proceeds of a lease-purchase financing (the “Financing”) to be completed within 12 months of the date hereof; and

WHEREAS, the City is the owner in fee simple of the certain real property and improvements in one or more parcels, described or identified in this Ordinance (the “Leased Property”); and

WHEREAS, in order to finance the costs of the Project, the Council desires to demise to Aurora Capital Leasing Corporation (“ACLC”), pursuant to that certain Site Lease to be dated as of its dated date (the “Site Lease”) between the City, as lessor, and ACLC, as lessee, a leasehold interest in the Leased Property for a lump-sum payment of not more than Twenty-Three Million (\$23,000,000), and sublease the Leased Property back with improvements from ACLC pursuant to that certain Lease Purchase Agreement dated as of the date of the Site Lease (the “Lease”) between ACLC, as sublessor, and the City, as sublessee; and

WHEREAS, the net proceeds of the Financing are to be applied to the completion of the Project; and

WHEREAS, in order to complete the Financing through a public offering, ACLC shall assign its right, title and interest in the Lease to a trustee bank (the “Trustee”) approved by the Authorized Officers of the City pursuant to a Mortgage and Indenture of Trust dated as of the date of the Site Lease (the “Indenture”), and the Trustee shall deliver, pursuant to the Indenture, Certificates of Participation representing interests in the right to receive base rent payable by the City (the “Certificates”), subject to annual appropriation by the Council; and

WHEREAS, there have been filed for public inspection with the City Clerk in connection herewith the proposed forms of the Site Lease, the Lease, and the Indenture (collectively, the “Financing Documents”).

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO.

Section 1. *Ratification of Actions.* All actions heretofore taken, not inconsistent with the provisions of this Ordinance, by the Council or the officers of the City, directed toward the completion of the Project and the preparation of any of the Financing Documents are hereby ratified, approved and confirmed.

Section 2. *The Project.* The City is hereby authorized to obtain lease-purchase financing for all or any portion of the Project through a lease with ACLC, provided that any such Lease shall be executed and delivered within 12 months of the date hereof.

Section 3. *Manner of Offering; Final Terms.* The Director of Finance is hereby authorized to determine, based on the recommendation of the City’s financial advisor, whether the Financing will be completed as a competitive public sale or as a negotiated sale through an underwriter. The principal amount to be financed shall not exceed Twenty-Three million (\$23,000,000.00), the interest component of rental payments to be made by the City shall accrue at a rate not to exceed five percent (5.00%), and the total term (including any renewal terms) of any Lease hereunder shall not exceed the total remaining term (including any renewal terms) of

the 2017 Lease. Rental payments may be made annually, semi-annually, or at any other convenient interval as determined by the Director of Finance. Prior to the execution of the Financing Documents or any other instrument contemplated by this Ordinance, the final forms thereof and the final terms of the Financing, not inconsistent herewith, shall be approved by a certificate (a “Final Terms Certificate”) signed by the Director of Finance or designee. To the extent the Financing is completed as a negotiated sale, the City Manager shall certify to the Council that such method of sale is to the best advantage of the City in accordance with Section 11-25 of the City Charter.

Section 4. *Findings; Authorizations.* The Council hereby finds and determines, pursuant to the City’s home rule powers and the laws of the State of Colorado, that the Project is necessary, convenient, and in furtherance of the governmental purposes of the City and in the best interests of the City and its citizens; and the Council hereby authorizes the funding of such Project by means of lease-purchase financing.

Section 5. *Approval and Execution of Documents; Authorized Officers.* The Financing Documents, in substantially the forms filed in the office of the City Clerk prior to the final adoption of this Ordinance, are in all respects approved, authorized, and confirmed. The Mayor is hereby authorized and directed to execute and deliver, and the City Clerk is hereby authorized and directed to affix the seal of the City to, and attest, each Financing Document hereunder in substantially the form filed with the City Clerk, with such changes as are not inconsistent with the intent of this Ordinance and are approved by the City Attorney or his designee. The Council hereby designates the Director of Finance or designee to act as “Authorized Officers of the City” under the Lease.

Section 6. *Additional Documents.* The City Clerk is hereby authorized and directed to attest all signatures and acts of any official of the City in connection with the matters authorized by this Ordinance. The Mayor and the Authorized Officers are hereby authorized to execute and deliver for and on behalf of the City any and all additional certificates, documents and other papers and to perform all other acts that they may deem necessary or appropriate in order to implement and carry out the transactions and other matters authorized by this Ordinance.

Section 7. *No General Obligation or Other Indebtedness.* The obligation of the City to make rental payments under the Lease is subject to annual appropriation by the Council and constitutes an undertaking of the City to make current expenditures. Such payments are subject to termination and nonrenewal by the City in accordance with the provisions of the Lease. No provision of this Ordinance or any Lease hereunder shall be construed as constituting or giving rise to a general obligation or other indebtedness or multiple fiscal year financial obligation of the City within the meaning of any home rule, constitutional or statutory debt limitation nor a mandatory charge or requirement against the City in any ensuing fiscal year beyond the current fiscal year.

Section 8. *Expression of Need.* The City hereby declares its current need for the Leased Property. It is hereby declared to be the present intention and expectation of the Council that the Lease will be renewed annually until all of ACLC’s interest in the Leased Property is acquired by the City pursuant to the Lease; but this declaration shall not be construed as contractually obligating or otherwise binding on the City.

Section 9. Reasonable Rentals. The Council hereby determines and declares that, after execution and delivery of the Lease within the parameters authorized in Section 3 of this Ordinance, the rental payments due thereunder will represent the fair value of the use of the Leased Property and the Purchase Option Price, as defined therein, will represent, as of any date upon which the City may exercise its option to purchase such Leased Property, the fair purchase price of such Leased Property. The Council further hereby determines and declares that, after the execution and delivery of the Lease, the rental payments due thereunder will not exceed a reasonable amount so as to place the City under an economic or practical compulsion to renew the Lease or to exercise its option to purchase the Leased Property pursuant to the Lease. In making such determinations, the Council has given consideration to the cost of acquiring the Leased Property, the uses and purposes for which the Leased Property will be employed by the City, the benefit to the citizens of the City by reason of the acquisition and use of the Leased Property pursuant to the terms and provisions of the Lease, the City's option to purchase the Leased Property, and the expected eventual vesting of title to, or other indicia of ownership of, the Leased Property in the City. The Council hereby determines and declares that, after execution and delivery of the Lease, the maximum duration of the portion of the Lease allocable to any item of the Leased Property separately identified in the payment schedule appended thereto will not exceed the weighted average useful life of such Leased Property, and any item of Leased Property that is real property shall be amortized separately from any other item of Leased Property that is personal property.

Section 10. Severability. The provisions of this Ordinance are hereby declared to be severable. If any section, paragraph, clause, or provision of this Ordinance shall, for any reason, be held to be invalid or unenforceable by a court of competent jurisdiction, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Ordinance.

Section 11. Repealer. All acts, orders, resolutions, ordinances, or parts thereof, in conflict with this Ordinance or with any of the documents hereby approved, are hereby repealed only to the extent of such conflict. This repealer shall not be construed as reviving any resolution, ordinance, or part thereof, heretofore repealed.

Section 12. Publication. Pursuant to Section 5-5 of the City Charter, the second publication of this ordinance shall be by reference, utilizing the ordinance title. Copies of this ordinance are available at the office of the City Clerk.

INTRODUCED, READ AND ORDERED PUBLISHED this _____ day of _____, 2026.

PASSED AND ORDERED PUBLISHED BY REFERENCE this _____ day of _____, 2026.

MIKE COFFMAN, Mayor

ATTEST:

KADEE RODRIGUEZ, City Clerk

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

By:  
HANOSKY HERNANDEZ, Sr. Assistant City Attorney



CITY OF AURORA

Council Agenda Commentary

Item Title: Opposition to Colorado Proposition 132 (Resolution)
Item Initiator: Gianina Horton, Council Member / Robert Andrews, Council Member
Staff Source/Legal Source: Jason Batchelor, City Manager / Peter Schulte, City Attorney
Outside Speaker: N/A
Strategic Outcome: Well-Managed: High performing organization, committed to great customer service, innovation, continuous improvement, fiscal stewardship, and maintaining critical infrastructure.

COUNCIL MEETING DATES:

Study Session: 9/14/2026

Regular Meeting: 9/28/2026

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

Item requires a Public Hearing: ☐ Yes ☒ No

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

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

Sponsor: Gianina Horton, Council Member / Robert Andrews, Council Member
Jason Batchelor, City Manager / Peter Schulte, City Attorney
Estimated time: 10 mins

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

- | | |
|--|---|
| ☐ Approve Item and Move Forward to Study Session | ☐ Approve Item 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
<i>Reason for waiver is described in the Item Details field above.</i> | |

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Federal, State & Intergovernmental Relations

Policy Committee Date: 8/20/2026

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

- | | |
|---|--|
| ☐ Recommends Approval | ☐ Does Not Recommend Approval |
| ☐ Forwarded Without Recommendation | ☐ Minutes Not Available |
| ☐ Minutes Attached | |

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

This Resolution was discussed at FSIR on 8/20/2026 and was moved forward with 2-1 support

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

The Resolution asks Council to take a position opposing State Proposition 132, which is a State ballot measure that makes changes to sentencing for charges related to Fentanyl.

FISCAL IMPACT

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

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

REVENUE IMPACT

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

BUDGETED EXPENDITURE IMPACT

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

NON-BUDGETED EXPENDITURE IMPACT

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

WORKLOAD IMPACT

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

QUESTIONS FOR COUNCIL

Does Coucil wish to support the Resolution?

LEGAL COMMENTS

A resolution is the formal legislative act by which the City Council expresses a position on matters of public policy. A resolution may be used for a statement of policy or other matters which are not required to be adopted by an ordinance. (City of Aurora, Rules of Order and Procedure for the Aurora, Colorado, City Council, Article IV, Section 2). (Wood)

RESOLUTION NO. R2026- ____

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

WHEREAS, The City Council of the City of Aurora (Council) recognizes that fentanyl continues to have devastating impacts on individuals, families, and communities in Aurora and throughout Colorado and supports strong efforts to reduce overdose deaths and improve public safety; and

WHEREAS, Council believes that people who struggle with fentanyl addiction should have access to services, and those who knowingly manufacture and traffic illicit fentanyl should be held accountable; and

WHEREAS, Council further believes that addressing the fentanyl crisis requires increased investment in evidence-based prevention, treatment, recovery, and behavioral health services; and

WHEREAS, Proposition 132 would establish mandatory minimum prison sentences for certain fentanyl-related offenses and reduce judicial discretion to impose individualized sentences based upon the facts and circumstances of each case; and

WHEREAS, Council believes judicial discretion is an essential component of a fair and effective criminal justice system because it allows courts to distinguish between varying levels of culpability and impose sentences that are just and proportionate; and

WHEREAS, Proposition 132 would require hundreds of millions of tax-payer funds for jail and prison beds at a time when state and local budgets are strained, and Proposition 132 provides no money for prevention, treatment, or recovery services; and

WHEREAS, modeling prepared by researchers at the Colorado Poverty and Health Initiative, using Colorado-specific assumptions, projects that expanding mandatory incarceration for fentanyl offenses without corresponding expansion of treatment capacity could result in increased overdose deaths by limiting access to treatment and recovery services, while recognizing that predictive models are not guarantees of future outcomes; and

WHEREAS, Council believes there should not be an either-or approach, and that Colorado can and should pursue policies that are both compassionate and accountable by aggressively targeting major drug traffickers while preserving judicial discretion and expanding access to effective treatment and recovery services.

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

Section 1. Statement of Principles.

Council believes that effective responses to the fentanyl crisis should:

1. Preserve judicial discretion so courts may impose sentences that are just, proportionate, and tailored to the unique facts of each case;
2. Hold individuals and organizations that knowingly manufacture and traffic fentanyl accountable;
3. Prioritize law enforcement efforts against major traffickers and organized criminal enterprises responsible for introducing fentanyl into Colorado communities;
4. Recognize substance use disorder as a public health issue requiring prevention, treatment, recovery, and behavioral health services in addition to criminal justice interventions;
5. Invest public resources in evidence-based strategies that reduce overdose deaths, improve community safety, reduce recidivism, and promote long-term recovery; and
6. Ensure taxpayer dollars are directed toward policies that have demonstrated effectiveness rather than approaches that primarily increase incarceration without corresponding improvements in public safety.

Section 2. Opposition to Proposition 132.

Council formally opposes Proposition 132 because the Council believes that mandatory minimum sentencing:

1. Restricts the ability of judges to consider the individual facts and circumstances of each case;
2. Limits the flexibility of courts to distinguish between varying levels of culpability and risk;
3. May increase incarceration costs without sufficient evidence that it will reduce fentanyl trafficking, addiction, or overdose deaths;
4. Risks diverting limited public resources away from prevention, treatment, recovery, and other evidence-based interventions; and
5. Does not represent the balanced, data-informed approach necessary to effectively address Colorado's fentanyl crisis.

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

RESOLVED AND PASSED this ____ day of _____, 2026.

MIKE COFFMAN, Mayor

ATTEST:

KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

PETER A. SCHULTE, CITY ATTORNEY

By: Andrea Wood 
ANDREA WOOD, Assistant City Attorney

2025-2026 #85 - Final

Be it Enacted by the People of the state of Colorado:

SECTION 1. In Colorado Revised Statutes, 18-18-102, **add** (35.5) as follows:

18-18-102. Definitions.

As used in this article 18:

(35.5) “LEVEL 4 TREATMENT-MANDATED DRUG FELONY” MEANS A LEVEL 4 DRUG FELONY THAT IS ELIGIBLE TO BE VACATED FOLLOWING SUCCESSFUL COMPLETION OF COURT-ORDERED TREATMENT FOR DRUG REHABILITATION ACCORDING TO THE PROVISIONS OF SECTION 18-1.3-103.5.

SECTION 2. In Colorado Revised Statutes, **repeal and reenact, with amendments**, 18-18-405 as follows:

18-18-405. Unlawful distribution, manufacturing, dispensing, or sale.

(1)(a) EXCEPT AS AUTHORIZED BY PART 1 OF ARTICLE 280 OF TITLE 12, PART 2 OF ARTICLE 80 OF TITLE 27, PART 2 OR 3 OF THIS ARTICLE 18, SECTION 18-18-434, ARTICLE 170 OF TITLE 12, OR ARTICLE 50 OF TITLE 44, IT IS UNLAWFUL FOR ANY PERSON KNOWINGLY TO MANUFACTURE, DISPENSE, SELL, OR DISTRIBUTE, OR TO POSSESS WITH INTENT TO MANUFACTURE, DISPENSE, SELL, OR DISTRIBUTE, A CONTROLLED SUBSTANCE; OR INDUCE, ATTEMPT TO INDUCE, OR CONSPIRE WITH ONE OR MORE OTHER PERSONS, TO MANUFACTURE, DISPENSE, SELL, DISTRIBUTE, OR POSSESS WITH INTENT TO MANUFACTURE, DISPENSE, SELL, OR DISTRIBUTE, A CONTROLLED SUBSTANCE; OR POSSESS ONE OR MORE CHEMICALS OR SUPPLIES OR EQUIPMENT WITH INTENT TO MANUFACTURE A CONTROLLED SUBSTANCE.

(b) AS USED IN THIS SUBSECTION (1), “DISPENSE” DOES NOT INCLUDE LABELING, AS DEFINED IN SECTION 12-280-103 (23).

(2) EXCEPT AS OTHERWISE PROVIDED FOR AN OFFENSE CONCERNING MARIJUANA AND MARIJUANA CONCENTRATE IN SECTION 18-18-406 AND FOR SPECIAL OFFENDERS AS PROVIDED IN SECTION 18-18-407, A PERSON WHO VIOLATES ANY OF THE PROVISIONS OF SUBSECTION (1) OF THIS SECTION:

(a) COMMITS A LEVEL 1 DRUG FELONY AND IS SUBJECT TO THE MANDATORY SENTENCING PROVISIONS IN SECTION 18-1.3-401.5 (7) IF:

(I) THE VIOLATION INVOLVES ANY MATERIAL, COMPOUND, MIXTURE, OR PREPARATION THAT WEIGHS:

(A) MORE THAN TWO HUNDRED TWENTY-FIVE GRAMS AND CONTAINS A SCHEDULE I OR SCHEDULE II CONTROLLED SUBSTANCE; OR

(B) MORE THAN ONE HUNDRED TWELVE GRAMS AND CONTAINS METHAMPHETAMINE, HEROIN, KETAMINE, OR CATHINONES; OR

(C) MORE THAN FIFTY MILLIGRAMS AND CONTAINS FLUNITRAZEPAM; OR

(D) ANY AMOUNT AND CONTAINS FENTANYL, CARFENTANIL, BENZIMIDAZOLE OPIATE, OR AN ANALOG THEREOF AS DESCRIBED IN SECTION 18-18-204 (2)(g); OR

(II) AN ADULT SELLS, DISPENSES, DISTRIBUTES, OR OTHERWISE TRANSFERS ANY QUANTITY OF A SCHEDULE I OR SCHEDULE II CONTROLLED SUBSTANCE OR ANY MATERIAL, COMPOUND, MIXTURE, OR PREPARATION THAT CONTAINS ANY AMOUNT OF A SCHEDULE I OR SCHEDULE II CONTROLLED SUBSTANCE, OTHER THAN MARIJUANA OR MARIJUANA CONCENTRATE, TO A MINOR AND THE ADULT IS AT LEAST TWO YEARS OLDER THAN THE MINOR;

(III) EXCEPT AS PROVIDED IN SECTION 18-1-711 (3)(i), THE DEFENDANT COMMITTED A VIOLATION OF SUBSECTION (2)(a)(I)(D) OF THIS SECTION, AND THE ACTIONS IN VIOLATION OF SUBSECTION (2)(a)(I)(D) OF THIS SECTION ARE THE PROXIMATE CAUSE OF THE DEATH OF ANOTHER PERSON WHO

USED OR CONSUMED THE MATERIAL, COMPOUND, MIXTURE, OR PREPARATION THAT CONTAINED FENTANYL, CARFENTANIL, BENZIMIDAZOLE OPIATE, OR AN ANALOG THEREOF AS DESCRIBED IN SECTION 18-18-204 (2)(g).

(b) COMMITS A LEVEL 2 DRUG FELONY IF:

(I) THE VIOLATION INVOLVES ANY MATERIAL, COMPOUND, MIXTURE, OR PREPARATION THAT WEIGHS:

(A) MORE THAN FOURTEEN GRAMS, BUT NOT MORE THAN TWO HUNDRED TWENTY-FIVE GRAMS, AND CONTAINS A SCHEDULE I OR SCHEDULE II CONTROLLED SUBSTANCE;

(B) MORE THAN SEVEN GRAMS, BUT NOT MORE THAN ONE HUNDRED TWELVE GRAMS, AND CONTAINS METHAMPHETAMINE, HEROIN, KETAMINE, OR CATHINONES; OR

(C) MORE THAN TEN MILLIGRAMS, BUT NOT MORE THAN FIFTY MILLIGRAMS, AND CONTAINS FLUNITRAZEPAM;

(II) AN ADULT SELLS, DISPENSES, DISTRIBUTES, OR OTHERWISE TRANSFERS ANY QUANTITY OF A SCHEDULE III OR SCHEDULE IV CONTROLLED SUBSTANCE OR ANY MATERIAL, COMPOUND, MIXTURE, OR PREPARATION THAT CONTAINS ANY QUANTITY OF A SCHEDULE III OR SCHEDULE IV CONTROLLED SUBSTANCE TO A MINOR AND THE ADULT IS AT LEAST TWO YEARS OLDER THAN THE MINOR;

(c) EXCEPT AS PROVIDED IN SUBSECTION (4) OF THIS SECTION, COMMITS A LEVEL 3 DRUG FELONY IF THE VIOLATION INVOLVES ANY MATERIAL, COMPOUND, MIXTURE, OR PREPARATION THAT WEIGHS:

(I) NOT MORE THAN FOURTEEN GRAMS AND CONTAINS A SCHEDULE I OR SCHEDULE II CONTROLLED SUBSTANCE;

(II) NOT MORE THAN SEVEN GRAMS AND CONTAINS METHAMPHETAMINE, HEROIN, KETAMINE, OR CATHINONES;

(III) NOT MORE THAN TEN MILLIGRAMS AND CONTAINS FLUNITRAZEPAM; OR

(IV) MORE THAN FOUR GRAMS AND CONTAINS A SCHEDULE III OR SCHEDULE IV CONTROLLED SUBSTANCE.

(d) EXCEPT AS PROVIDED IN SUBSECTION (4) OF THIS SECTION OR SECTION 18-1-711 (3)(j), COMMITS A LEVEL 4 DRUG FELONY IF:

(I) THE VIOLATION INVOLVES ANY MATERIAL, COMPOUND, MIXTURE, OR PREPARATION THAT WEIGHS NOT MORE THAN FOUR GRAMS AND CONTAINS A SCHEDULE III OR SCHEDULE IV CONTROLLED SUBSTANCE; OR

(II) NOTWITHSTANDING SUBSECTION (2)(c) OF THIS SECTION, THE VIOLATION INVOLVES DISTRIBUTION OR TRANSFER OF THE CONTROLLED SUBSTANCE FOR THE PURPOSE OF CONSUMING ALL OF THE CONTROLLED SUBSTANCE WITH ANOTHER PERSON OR PERSONS AT A TIME SUBSTANTIALLY CONTEMPORANEOUS WITH THE TRANSFER; EXCEPT THAT THIS SUBPARAGRAPH (II) APPLIES ONLY IF THE DISTRIBUTION OR TRANSFER INVOLVES NOT MORE THAN FOUR GRAMS OF A SCHEDULE I OR II CONTROLLED SUBSTANCE OR NOT MORE THAN TWO GRAMS OF METHAMPHETAMINE, HEROIN, KETAMINE, OR CATHINONES;

(e) COMMITS A LEVEL 1 DRUG MISDEMEANOR IF THE VIOLATION INVOLVES:

(I) A SCHEDULE V CONTROLLED SUBSTANCE; OR

(II) A TRANSFER WITH NO REMUNERATION OF NOT MORE THAN FOUR GRAMS OF A SCHEDULE III OR SCHEDULE IV CONTROLLED SUBSTANCE.

(3) WHEN A PERSON COMMITS UNLAWFUL DISTRIBUTION, MANUFACTURE, DISPENSING, SALE, OR POSSESSION WITH INTENT TO MANUFACTURE, DISPENSE, SELL, OR DISTRIBUTE ANY SCHEDULE I OR

SCHEDULE II CONTROLLED SUBSTANCE, AS LISTED IN SECTION 18-18-203 OR 18-18-204, FLUNITRAZEPAM, KETAMINE, OR CATHINONES, OR CONSPIRES WITH ONE OR MORE PERSONS TO COMMIT THE OFFENSE, PURSUANT TO SUBSECTION (1) OF THIS SECTION, TWICE OR MORE WITHIN A PERIOD OF SIX MONTHS, WITHOUT HAVING BEEN PLACED IN JEOPARDY FOR THE PRIOR OFFENSE OR OFFENSES, THE AGGREGATE AMOUNT OF THE SCHEDULE I OR SCHEDULE II CONTROLLED SUBSTANCE, FLUNITRAZEPAM, KETAMINE, OR CATHINONES INVOLVED MAY BE USED TO DETERMINE THE LEVEL OF DRUG OFFENSE.

(4) EXCEPT FOR A PROSECUTION FOR MANUFACTURING, A PERSON COMMITS A LEVEL 1 DRUG MISDEMEANOR FOR A VIOLATION OF SUBSECTION (2)(c)(I), (2)(c)(II), OR (2)(d) OF THIS SECTION IF:

(a) THE DISTRIBUTION, DISPENSING, TRANSFER, OR SALE INVOLVES A MATERIAL, COMPOUND, MIXTURE, OR PREPARATION THAT WEIGHS NOT MORE THAN FOUR GRAMS AND CONTAINS ANY AMOUNT OF A CONTROLLED SUBSTANCE IDENTIFIED IN SUBSECTION (2)(c)(I), (2)(c)(II), OR (2)(d) OF THIS SECTION;

(b) THE DEFENDANT REPORTS IN GOOD FAITH AN EMERGENCY DRUG OVERDOSE EVENT TO A LAW ENFORCEMENT OFFICER, TO THE 911 SYSTEM, OR TO A MEDICAL PROVIDER, OR THE DEFENDANT AIDS OR SEEKS AID FOR THE PERSON WHO SUFFERED THE EMERGENCY DRUG OVERDOSE;

(c) THE DEFENDANT REMAINS AT THE SCENE OF THE EVENT UNTIL A LAW ENFORCEMENT OFFICER OR AN EMERGENCY MEDICAL RESPONDER ARRIVES OR THE DEFENDANT REMAINS AT THE FACILITIES OF THE MEDICAL PROVIDER UNTIL A LAW ENFORCEMENT OFFICER ARRIVES;

(d) THE DEFENDANT IDENTIFIES HIMSELF OR HERSELF AND COOPERATES WITH THE LAW ENFORCEMENT OFFICER, EMERGENCY MEDICAL RESPONDER, OR MEDICAL PROVIDER; AND

(e) THE OFFENSE ARISES FROM THE SAME COURSE OF EVENTS FROM WHICH THE EMERGENCY OVERDOSE EVENT AROSE.

SECTION 3. In Colorado Revised Statutes, 18-1.3-401.5, **amend** (7) and (10)(a)(III.5) as follows:

18-1.3-401.5. Drug felonies classified - presumptive and aggravated penalties - legislative intent.

(7) ~~Except as provided in section 18-18-405 (2)(a)(III)(B), notwithstanding~~ NOTWITHSTANDING any provision of this section to the contrary, if the defendant is convicted of a level 1 drug felony, the court shall sentence the defendant to a term of incarceration in the department of corrections of at least eight years but not more than thirty-two years. The presence of one or more of the aggravating circumstances provided in subsection (10)(a) of this section or in section 18-18-407 (1) requires the court to sentence a defendant convicted of a level 1 drug felony to a term of incarceration in the department of corrections of at least twelve years but no more than thirty-two years. The court may impose a fine in addition to imprisonment.

(10)(a) Except for a level 1 drug felony, the presence of one or more of the following aggravating circumstances at the time of the commission of a drug felony offense requires the court, if it sentences the defendant to incarceration, to sentence the defendant to a term of at least the midpoint in the presumptive range but not more than the maximum term of the aggravated range: (III.5) The defendant was on appeal bond following ~~his or her~~ THE DEFENDANT'S conviction for a previous felony;

SECTION 4. In Colorado Revised Statutes, 18-18-407, **amend** (1)(h) as follows:

18-18-407. Special offender - definitions.

(1) A person who commits a felony offense pursuant to this part 4 under any one or more of the following aggravating circumstances commits a level 1 drug felony and is a special offender:

(h) The defendant committed a violation of section 18-18-405 (2)(a)(I)(D), ~~(2)(b)(I)(D), or (2)(c)(V)~~, and the defendant possessed pill or tablet manufacturing equipment with the intent to use the equipment in the manufacture of a controlled substance.

SECTION 5. In Colorado Revised Statutes, **repeal and reenact** 18-18-403.5 as follows:

18-18-403.5. Unlawful possession of a controlled substance - notice to revisor of statutes - repeal.

(1) EXCEPT AS AUTHORIZED BY PART 1 OR 3 OF ARTICLE 280 OF TITLE 12, PART 2 OF ARTICLE 80 OF TITLE 27, SECTION 18-1-711, SECTION 18-18-428 (1)(b), PART 2 OR 3 OF THIS ARTICLE 18, SECTION 18-18-434, ARTICLE 170 OF TITLE 12, OR ARTICLE 50 OF TITLE 44, IT IS UNLAWFUL FOR A PERSON KNOWINGLY TO POSSESS A CONTROLLED SUBSTANCE.

(2) ON OR AFTER MARCH 1, 2020, A PERSON WHO VIOLATES SUBSECTION (1) OF THIS SECTION BY POSSESSING:

(a) ANY MATERIAL, COMPOUND, MIXTURE, OR PREPARATION THAT CONTAINS ANY QUANTITY OF FLUNITRAZEPAM; KETAMINE; GAMMA HYDROXYBUTYRATE, INCLUDING ITS SALTS, ISOMERS, AND SALTS OF ISOMERS; CATHINONES; OR MORE THAN FOUR GRAMS OF A CONTROLLED SUBSTANCE LISTED IN SCHEDULE I OR II OF PART 2 OF THIS ARTICLE 18 COMMITS A LEVEL 4 DRUG FELONY.

(b) ANY MATERIAL, COMPOUND, MIXTURE, OR PREPARATION THAT CONTAINS NOT MORE THAN FOUR GRAMS OF A CONTROLLED SUBSTANCE LISTED IN SCHEDULE I OR II OF PART 2 OF THIS ARTICLE 18 OR ANY QUANTITY OF A CONTROLLED SUBSTANCE LISTED IN SCHEDULE III, IV, OR V OF PART 2 OF THIS ARTICLE 18 EXCEPT FLUNITRAZEPAM, GAMMA HYDROXYBUTYRATE, OR KETAMINE COMMITS A LEVEL 1 DRUG MISDEMEANOR; EXCEPT THAT A FOURTH OR SUBSEQUENT OFFENSE FOR A VIOLATION OF THIS SUBSECTION (2)(b) IS A LEVEL 4 DRUG FELONY.

(3)(a) NOTWITHSTANDING SUBSECTION (2) OF THIS SECTION, ON OR AFTER JANUARY 1, 2027, A PERSON WHO VIOLATES SUBSECTION (1) OF THIS SECTION BY KNOWINGLY POSSESSING:

(I) ANY MATERIAL, COMPOUND, MIXTURE, OR PREPARATION THAT WEIGHS MORE THAN ONE GRAM AND NOT MORE THAN FOUR GRAMS AND CONTAINS ANY QUANTITY OF FENTANYL, CARFENTANIL, BENZIMIDAZOLE OPIATE, OR AN ANALOG THEREOF AS DESCRIBED IN SECTION 18-18-204 (2)(g), COMMITS A LEVEL 3 DRUG FELONY;

(II) ANY MATERIAL, COMPOUND, MIXTURE, OR PREPARATION THAT WEIGHS NOT MORE THAN ONE GRAM AND CONTAINS ANY QUANTITY OF FENTANYL, CARFENTANIL, BENZIMIDAZOLE OPIATE, OR AN ANALOG THEREOF AS DESCRIBED IN SECTION 18-18-204 (2)(g), COMMITS A LEVEL 4 TREATMENT-MANDATED DRUG FELONY AND SUCH DEFENDANT IS ELIGIBLE FOR COURT-ORDERED TREATMENT FOR DRUG REHABILITATION.

(4)(a) A PERSON WHO VIOLATES SUBSECTION (1) OF THIS SECTION BY POSSESSING ANY MATERIAL, COMPOUND, MIXTURE, OR PREPARATION THAT CONTAINS A QUANTITY OF FENTANYL, CARFENTANIL, BENZIMIDAZOLE OPIATE, OR AN ANALOG THEREOF AS DESCRIBED IN SECTION 18-18-204 (2)(g), THAT IS MORE THAN SIXTY PERCENT OF THE TOTAL COMPOSITION OF THE MATERIAL, COMPOUND, MIXTURE, OR PREPARATION, COMMITS A LEVEL 2 DRUG FELONY.

(b)(I) THIS SUBSECTION (4) TAKES EFFECT AT 12:01 A.M. THIRTY DAYS AFTER THE DATE IDENTIFIED IN THE NOTICE PROVIDED TO THE REVISOR OF STATUTES BY THE DIRECTOR OF THE COLORADO BUREAU OF INVESTIGATION THAT THE COLORADO BUREAU OF INVESTIGATION HAS THE RESOURCES TO DETERMINE THE QUANTITY OF FENTANYL, CARFENTANIL, BENZIMIDAZOLE OPIATE, OR AN ANALOG THEREOF AS DESCRIBED IN SECTION 18-18-204 (2)(g), COMPARED TO THE TOTAL COMPOSITION OF THE MATERIAL, COMPOUND, MIXTURE, OR PREPARATION, OR ON THE DATE OF THE NOTICE TO THE REVISOR OF STATUTES IF THE NOTICE DOES NOT SPECIFY A DIFFERENT DATE.

(II) THE DIRECTOR OF THE COLORADO BUREAU OF INVESTIGATION SHALL NOTIFY THE REVISOR OF STATUTES IN WRITING WHEN THE CONDITION SPECIFIED IN SUBSECTION (4)(b)(I) OF THIS SECTION HAS OCCURRED BY E-MAILING THE NOTICE TO REVISOROFSTATUTES.GA@COLEG.GOV.

(III) CONCURRENT WITH THE NOTICE REQUIRED IN SUBSECTION (4)(b)(II) OF THIS SECTION, THE DIRECTOR OF THE COLORADO BUREAU OF INVESTIGATION SHALL NOTIFY THE SPEAKER OF THE HOUSE OF REPRESENTATIVES, THE PRESIDENT OF THE SENATE, THE CHIEF JUSTICE OF THE SUPREME COURT, THE GOVERNOR, THE ATTORNEY GENERAL, THE STATE PUBLIC DEFENDER, AND EACH DISTRICT ATTORNEY IN THE STATE, THAT THE COLORADO BUREAU OF INVESTIGATION HAS THE RESOURCES TO DETERMINE THE QUANTITY OF FENTANYL, CARFENTANIL, BENZIMIDAZOLE OPIATE, OR AN ANALOG THEREOF AS DESCRIBED IN SECTION 18-18-204 (2)(g), COMPARED TO THE TOTAL COMPOSITION OF THE MATERIAL, COMPOUND, MIXTURE, OR PREPARATION.

(IV) THIS SUBSECTION (4)(b) IS REPEALED, EFFECTIVE ONE YEAR AFTER NOTICE TO THE REVISOR OF STATUTES PURSUANT TO SUBSECTION (4)(b)(II) OF THIS SECTION.

(5) IF THE CIRCUMSTANCES DESCRIBED IN SECTION 18-18-428 (1)(b) OCCUR, THE PEACE OFFICER SHALL NOT ARREST THE PERSON PURSUANT TO THIS SECTION FOR ANY MINUSCULE, RESIDUAL CONTROLLED SUBSTANCE THAT MAY BE PRESENT IN THE USED HYPODERMIC NEEDLE OR SYRINGE, AND THE DISTRICT ATTORNEY SHALL NOT CHARGE OR PROSECUTE THE PERSON PURSUANT TO THIS SECTION FOR ANY MINUSCULE, RESIDUAL CONTROLLED SUBSTANCE THAT MAY BE PRESENT IN A USED HYPODERMIC NEEDLE OR SYRINGE. THE CIRCUMSTANCES DESCRIBED IN SECTION 18-18-428 (1)(b) MAY BE USED AS A FACTOR IN A PROBABLE CAUSE OR REASONABLE SUSPICION DETERMINATION OF ANY CRIMINAL OFFENSE IF THE ORIGINAL STOP OR SEARCH WAS LAWFUL.

(6) NOTWITHSTANDING THE PROVISIONS OF SUBSECTION (2) OF THIS SECTION, ON OR AFTER MARCH 1, 2020, A DISTRICT ATTORNEY SHALL NOT CHARGE OR PROSECUTE A PERSON PURSUANT TO THIS SECTION FOR ANY MINUSCULE, RESIDUAL, OR UNUSABLE AMOUNT OF A CONTROLLED SUBSTANCE THAT MAY BE PRESENT IN A USED HYPODERMIC NEEDLE OR SYRINGE, OR OTHER DRUG PARAPHERNALIA, AS DEFINED IN SECTION 18-18-426. THE CIRCUMSTANCES DESCRIBED IN THIS SUBSECTION (4) MAY BE USED AS A FACTOR IN A PROBABLE CAUSE OR REASONABLE SUSPICION DETERMINATION OF ANY CRIMINAL OFFENSE IF THE ORIGINAL STOP OR SEARCH WAS LAWFUL.

(7) NOTWITHSTANDING ANY PROVISION OF THIS SECTION, A PERSON MAY BE CHARGED WITH ANY OTHER OFFENSE IN THIS ARTICLE 18, INCLUDING UNLAWFUL DISTRIBUTION, MANUFACTURING, DISPENSING, OR SALE OF A CONTROLLED SUBSTANCE, OR POSSESSION WITH INTENT TO DO THE SAME, PURSUANT TO SECTION 18-18-405, WHEN THERE IS EVIDENCE FOR THE PERSON TO BE SO CHARGED. SUCH EVIDENCE MAY INCLUDE, BUT IS NOT LIMITED TO, THE AMOUNT OF THE CONTROLLED SUBSTANCE THAT THE PERSON POSSESSES.

(8) NOTWITHSTANDING SUBSECTION (2) OF THIS SECTION TO THE CONTRARY, A PEACE OFFICER SHALL NOT ARREST AND A DISTRICT ATTORNEY SHALL NOT CHARGE OR PROSECUTE AN EMPLOYEE, AGENT, OR VOLUNTEER OF AN ENTITY DESCRIBED IN SECTION 12-30-110 (1)(a) WHO, IN THE

PERFORMANCE OF THE PERSON'S DUTIES, IS IN POSSESSION OF A CONTROLLED SUBSTANCE, INCLUDING FENTANYL, CARFENTANIL, BENZIMIDAZOLE OPIATE, OR AN ANALOG THEREOF AS DESCRIBED IN SECTION 18-18-204 (2)(g), FOR THE PURPOSE OF SAFE DISPOSAL OF THE CONTROLLED SUBSTANCE, INCLUDING FENTANYL, CARFENTANIL, BENZIMIDAZOLE OPIATE, OR AN ANALOG THEREOF AS DESCRIBED IN SECTION 18-18-204 (2)(g), IN ACCORDANCE WITH APPLICABLE LAW. AS USED IN THIS SUBSECTION (6), "SAFE DISPOSAL" MEANS THE PROCEDURE AND PROCESS FOR DEPOSITING THE CONTROLLED SUBSTANCE, INCLUDING FENTANYL, CARFENTANIL, BENZIMIDAZOLE OPIATE, OR AN ANALOG THEREOF AS DESCRIBED IN SECTION 18-18-204 (2)(g), IN A SECURE CONTAINER FOR LAW ENFORCEMENT TO SUBSEQUENTLY ACCESS AND DISPOSE OF.

SECTION 6. In Colorado Revised Statutes, 18-1.3-103.5, **amend** (3)(e) as follows:
18-1.3-103.5. Felony convictions - vacate and enter conviction on misdemeanor after successful completion.

(3) This section applies to convictions for the following offenses:

(e) A violation of section ~~18-18-403.5 (2.5)(a)~~ 18-18-403.5(2.5)(a)(II).

SECTION 7. In Colorado Revised Statutes, 18-1.3-801, **amend** (2)(a)(I); and **repeal** (2)(c) as follows:

18-1.3-801. Punishment for habitual criminals.

(2)(a)(I) Except as otherwise provided in subsections (2)(b), ~~(2)(c)~~, and (5) of this section, every person convicted in this state of any felony, who has been three times previously convicted, upon charges separately brought and tried, and arising out of separate and distinct criminal episodes, either in this state or elsewhere, of a felony or, under the laws of any other state, the United States, or any territory subject to the jurisdiction of the United States, of a crime which, if committed within this state, would be a felony, shall be adjudged an habitual criminal and shall be punished:

~~(2)(c) The provisions of subsection (2)(a) of this section do not apply to a conviction for a level 4 drug felony committed on or after July 1, 2022, pursuant to section 18-18-403.5 (2.5), or a conviction for a level 4 drug felony committed on or after July 1, 2022, for attempt or conspiracy to commit unlawful possession of fentanyl, carfentanil, benzimidazole opiate, or an analog thereof, as described in section 18-18-403.5 (2.5), even if the person has been previously convicted of three or more qualifying felony convictions.~~

SECTION 8. Effective Date.

This measure is effective January 1, 2027.



CITY OF AURORA

Council Agenda Commentary

Item Title: DUAL LISTED: Installation of New Turf and Ornamental Water Features (Ordinance)
Item Initiator: Tim York, Manager of Conservation, Aurora Water
Staff Source/Legal Source: Marshall Brown, General Manager, Aurora Water / Ian Best, Senior Assistant City Attorney
Outside Speaker: N/A
Strategic Outcome: Healthy: Connecting natural and built environments with multimodal networks, ensuring access to parks and recreation, and preserving sustainable water supplies.

COUNCIL MEETING DATES:

Study Session: 9/14/2026

Regular Meeting: 9/14/2026

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

Item requires a Public Hearing: ☐ Yes ☒ No

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

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

Sponsor: Amy Wiles, Council Member / Françoise Bergan, Council Member
Marshall Brown, General Manager, Aurora Water / Ian Best, Senior Assistant City Attorney
Estimated time: 10 mins

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

- | | |
|--|---|
| ☒ Approve Item and Move Forward to Study Session | ☐ Approve Item 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
<i>Reason for waiver is described in the Item Details field above.</i> | |

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Water Policy

Policy Committee Date: 5/18/2022

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

- | | |
|---|--|
| ☒ Recommends Approval | ☐ Does Not Recommend Approval |
| ☐ Forwarded Without Recommendation | ☐ Minutes Not Available |
| ☒ Minutes Attached | |

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

On July 20, 2022, the Water Policy Committee approved moving an Ordinance amending sections 138-191 of the City Code pertaining to the instillation of turf and ornamental water features in new development forward to Study Session.

On August 22, 2022, City Council approved an Ordinance amending sections 138-191 of the City Code pertaining to the instillation of turf and ornamental water features in new development as item 15d.

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

Aurora's water conservation efforts have resulted in large and quantifiable water savings, yet about half of the city's water use is still used for outdoor irrigation. Water used in irrigation cannot be recaptured by Aurora Water's Prairie Waters potable reuse system. In order to meet future water needs due to climate change and population growth, increasing the amount of reusable water is a primary goal of the utility. In 2022, an ordinance was introduced and passed that restricted non-functional turf installation for new development.

2026 has proven to be a significant drought year which has led to the increased need for water savings in Aurora. The proposed ordinance will prohibit the installation of turf and ornamental water features unless approved in writing by the General Manager of Aurora. There will be no exemptions granted for the development or redevelopment of a golf course; the installation of any ornamental water feature; or the removal of water-wise landscaping for the purpose of installing turf.

Additionally, operation of any spray irrigation devices in non high-traffic areas will be prohibited between October 1 through April 30. Spray irrigation in high-traffic areas will be prohibited between October 15 through April 30 unless pre-approved in writing by the General Manager of Aurora Water.

FISCAL IMPACT

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

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

REVENUE IMPACT

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

N/A

BUDGETED EXPENDITURE IMPACT

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

N/A

NON-BUDGETED EXPENDITURE IMPACT

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

N/A

WORKLOAD IMPACT

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

N/A

QUESTIONS FOR COUNCIL

Does the Council support moving an Ordinance of the City Council of the City of Aurora, Colorado amending section 138-191 of the City Code pertaining to the prohibition against the installation of new turf and ornamental water features forward to the Septmeber 14, 2026 Council meeting?

LEGAL COMMENTS

Council shall act only by ordinance, resolution or motion. All legislative enactments must be in the form of ordinances; all other actions, except as herein provided, may be in the form of resolutions or motions. (Section 5-1, Aurora City Charter) Although items may be requested by other parties, Council Members, City Manager, City Attorney, Chief Public Defender, Presiding Judge, and Court Administrator are the only ones who have authority to place items on Study Session and Regular/Special Meeting agendas. Each such item shall indicate the party requesting the item. (Council Rules Article II, Section 1). (Best).

ORDINANCE NO. 2026- _____

A BILL

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

WHEREAS, the City of Aurora, and its Utility Enterprise (“Aurora Water”) is responsible for providing safe and reliable drinking water to all current and future City residents and customers of Aurora Water; and

WHEREAS, finite water resources are available in Colorado’s arid climate in which Aurora Water must consider as it prepares to meet the projected water supply demands associated with expected population growth in the coming decades; and

WHEREAS, water used to irrigate high water usage grasses or turfs and water used in ornamental water features limits the water that can be recaptured by Aurora Water through its Prairie Waters potable reuse system, and increases non-recoverable water lost to evaporation; and

WHEREAS, low water-use turfs and water-wise landscapes provide attractive and more sustainable alternatives better suited to ensure Aurora Water can meet system demands now and in the future while allowing Aurora Water to maximize the responsible re-use of available water especially in light of possible droughts and water availability emergencies.

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

Section 1. That section 138-191 of the City Code of the City of Aurora, Colorado, is hereby amended and replaced in its entirety with a new section 138-191 to read as follows:

Sec. 138-191 – Installation of turf and ornamental water features prohibited.

(a) **Definitions.** As used in this section, the following words and phrases shall have the meanings ascribed to them below:

Curbside landscape means any landscaped area between a sidewalk and curb.

High traffic active use area means any grass or turf area which is used primarily by the public or community and includes, public parks, school grounds, athletic and playing fields, and golf tee boxes, greens, designated fairway areas, and driving ranges.

Install or Installation means as context requires (1) any method utilized to plant turf or grass including but not limited to laying sod (sodding) or hydroseeding (any method by which any mix of grass seed, mulch, fertilizer and water is sprayed); or (2) the construction or placement of an ornamental water feature or spray irrigation device system. As used in this section the term installation shall not be interpreted to include the re-installation or replacement of preexisting turf (regardless of whether the preexisting turf conforms with the definition of turf below).

Landscaped common area means the landscaped tract or area in proximity to the facilities within a single-family detached or a commercial development, owned or maintained, or both, by the property owner or the responsible caretaker association, that is irrigated from a common irrigation system that is owned or maintained, or both, by the property owner or responsible caretaker association.

Median means any area that serves as a physical barrier, strip, or reserved area that separates opposing lanes of traffic.

Ornamental water feature means any exterior decorative fountain, waterfall, basin, pond, lake, waterway or other similar aesthetic water structure. As used in this section the term ornamental water feature shall not be interpreted to include any drainage facilities, storm drainage systems, stormwater systems, detention pond, basin, or other feature or facility required to be constructed pursuant to City Code.

Spray irrigation device means any device or system that distributes or emits pressurized water through the air to irrigate a specific area, including but not limited to, pop-up spray heads, spray nozzles, rotor heads, rotator nozzles and microsprays.

Turf means any turf or grass species, variety, or blend, including but not limited to Kentucky bluegrass and fescue, which requires greater than fifteen inches (15") (or (9.345 gallons)) of irrigation water per square foot per year.

Water-wise landscape means any landscape designed utilizing any combination of shrubs, perennials, and warm-season grasses which cumulatively requires less than fifteen inches (15") (or (9.345 gallons)) of irrigation water per square foot per year.

(b) ***Legislative declaration.*** The City Council finds and determines that the installation of turf and ornamental water features within the City is detrimental to the long-term health, safety and welfare of the residents of the City. In the arid Colorado climate, finite water resources are available for Aurora Water to provide water services to its residents and customers, and available water is likely to become even more scarce as the City's population is projected to grow. The prohibition of turf installation and ornamental water feature construction serves important public purposes, including, but not limited to the following:

- (1) conserving more water for drinking purposes as opposed to irrigation purposes, especially in times of drought or water availability emergency; and

- (2) limiting the amount of non-recoverable water lost to irrigation and evaporation that can no longer be recaptured by Aurora Water for re-use through, among other systems, the Prairie Waters potable reuse system; and**
 - (3) allowing for reasonable water-wise landscaping alternatives that provide similar functionality and aesthetic beauty; and**
 - (4) allowing Aurora Water to support economic growth and development while best positioning Aurora Water to meet the City's projected future water demands in the arid west.**
 - (5) As a home rule city, the City exercises broad inherent authority to responsibly regulate the provision of its finite water services to its residents and customers in order to best protect the health, safety, and welfare of all residents and customers.**
- (c) *Installation of turf prohibited.* Turf installation is prohibited in the City for any purpose unless specifically pre-approved in writing by the General Manager.**
- (d) *Construction of ornamental water features prohibited.* The installation or construction of any public or private ornamental water feature is prohibited in the City.**
- (e) *Median and curbside landscape irrigation prohibited.* After January 1, 2027 the installation of permanent spray irrigation device(s) to irrigate in medians or curbside landscapes is prohibited in the City.**
- (f) *Spray irrigation device usage.***
 - (1) Non high traffic active use areas.** Operation of any spray irrigation device is prohibited in the City between October 1 and April 30 unless specifically pre-approved in writing by the General Manager for all areas that are not high traffic active use areas.
 - (2) High traffic active use areas.** Operation of any spray irrigation device is prohibited in the City between October 15 and April 30 unless specifically pre-approved in writing by the General Manager for all areas that are high traffic active use areas.
 - (3) Maintenance.** Spray irrigation devices may be operated solely for maintenance purposes to prevent leaks or other malfunction, as necessary, regardless of the calendar date.
- (g) *Removal of water-wise landscaping.* The removal of water-wise landscaping for the purpose of installing turf is prohibited in the City and no permit for such shall be granted.**
- (h) *Exemptions.***
 - (1) Any request for an exemption to install turf or operate a spray irrigation device between October 1 and April 30 for non high traffic active use areas (or between October 15 and April 30 for high traffic active use areas) must be submitted, in writing, to the General Manager and include a detailed explanation demonstrating**

why such action is necessary and appropriate based on the totality of the circumstances. The General Manager, or designee, shall have fourteen (14) days from actual receipt of such exemption request to issue a written response. The General Manager's (or designee's) determination shall be final.

(i) No exemption shall be granted for: the development of a golf course; the installation of any ornamental water feature; or the removal of water-wise landscaping for the purpose of installing turf.

(2) Landscape common areas for which the owner or responsible party has paid the City all applicable fees set forth in the City Code, including without limitation the fees owed under section 138-221, as amended, prior to the date this section 138-191 is effective are exempt from this section.

(i) Except as set forth in subsection (h) of this section, there shall be no exemptions, waivers, or variances to this section 138-191 permitted.

(j) This section 138-191 applies to all development and re-development within the City. To the extent any provision of City Code, as now or hereafter amended, conflicts with this section 138-191, this section shall control.

Sec. 138-191.

~~Use of turf and ornamental water features.~~

~~(a) Definitions. As used in this section, the following words and phrases shall have the meanings ascribed to them below:~~

~~Active or programmed recreation area means an area with a primary function of sport field but can also accommodate secondary functions including but not limited to nonorganized sporting events, cultural activities and organized social gatherings.~~

~~Aesthetic turf means turf areas designed for aesthetic appeal only and are not conducive to active or programmed recreation.~~

~~Commercial development means any development that meets the commercial user definition in section 138-221.~~

~~Curbside landscape means the landscaped area between a sidewalk and curb.~~

~~Landscaped common area means areas within a private community designed for community use in section 138-151.~~

~~Median means the landscaped area between opposing directions street traffic lanes.~~

~~Multi-family residential development means developments that meet the multi-family user development definition in section 138-221.~~

~~Ornamental water feature means any exterior decorative fountains, waterfalls, basins, ponds, lakes, waterways or other similar aesthetic structures unless required under Article VIII, Stormwater, of this chapter.~~

~~Residential development perimeter or common landscape means any landscaped area within a residential development not irrigated by a residential water meter and not dedicated as a park per the City of Aurora's Parks, Recreation and Open Space Dedication and Development Criteria Manual.~~

~~Turf means any cool season turf species, variety or blend, including but not limited to Kentucky bluegrass and fescue.~~

~~Water wise landscape means landscapes designed with shrubs, perennials and warm season grasses with an annual irrigation water requirement of less than 15" (9.345 gallons) per square foot.~~

~~(b) The intent of this section is to assist the city in meeting future water needs.~~

~~(c) Use of turf and ornamental water features. The provisions of this section apply to all development and redevelopment within the city.~~

~~(1) Exemptions. Developments with complete site plan application submitted to the city prior to the date of September 30, 2022, are exempt from this section.~~

~~(2) An exemption may be granted for consistency within developments when a site plan approved prior to January 1, 2023, is adjacent to a site plan without approval prior to January 1, 2023, and a net water savings can be accomplished beyond what is minimally required under this section.~~

~~An exemption under this subsection must be approved by both the general manager and the City of Aurora director of planning.~~

~~(d) Turf that serves primarily an aesthetic purpose shall not be permitted.~~

~~(e) The installation of new turf shall be restricted as follows:~~

~~(1) Turf shall not be installed in the front or side yards of any single family dwelling except as specified in subsection (c)(2) of this section.~~

- ~~(2) The installation of new turf in alley load residential front yards where backyard size prohibits the installation of turf shall not exceed the lesser of: 45 percent or 500 square feet.~~
- ~~(3) The installation of new turf in residential backyards shall not exceed the lesser of: 45 percent of the backyard area as defined by the Unified Development Ordinance or 500 square feet.~~
- ~~(4) The removal of water wise landscaping for the purpose of installing turf is prohibited, regardless of building permit issue date.~~
- ~~(5) Turf shall not be installed in medians or curbside landscapes.~~
- ~~(f) The installation of turf in the following developments shall be allowed only in active or programmed recreation areas:~~
- ~~(1) Multi family developments;~~
 - ~~(2) Commercial developments;~~
 - ~~(3) Public and private schools;~~
 - ~~(4) Interior landscaped common areas on a common irrigation meter designed for recreation and conforming to the City's Unified Development Ordinance, as modified from time to time; and~~
 - ~~(5) Formal sports fields, informal play areas, active and reflective recreation areas only as defined in the city's Parks, Recreation and Open Space Dedication and Development Criteria Manual.~~
- ~~(g) Turf shall not be installed for the development of golf courses.~~
- ~~(h) Ornamental water features. The use of water in all public and private exterior ornamental water features and ponds is prohibited.~~
- ~~(i) Median and curbside landscape. The installation of new spray and/or sprinkler irrigation systems in median and curbside landscaping is prohibited.~~
- ~~(j) Except as indicated in subsections (c)(1) and (2) of this section, there shall be no waivers or variances to this section permitted.~~
- ~~(k) Three years after the effective date of the ordinance codified in this section, the city manager shall have a third party economic study conducted to include at least the following elements:~~

~~impact of this section on water usage in the City of Aurora; impact of this section on household water rates in the City of Aurora; impact of this section on home values and prices in the City of Aurora; impacts of this section on new home construction in the City of Aurora; and adoption of similar ordinances by other jurisdictions within the Denver metropolitan area.~~

Section 2. Severability. The provisions of this Ordinance are hereby declared to be severable. If any section, paragraph, clause, or provision of this Ordinance shall, for any reason, be held to be invalid or unenforceable by a court of competent jurisdiction, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Ordinance.

Section 3. Pursuant to Section 5-5 of the Charter of the City of Aurora, Colorado, the second publication of this Ordinance shall be by reference, utilizing the ordinance title. Copies of this Ordinance are available at the Office of the City Clerk.

Section 4. Repealer. All orders, resolutions, or ordinances in conflict with this Ordinance or with any of the documents hereby approved, are hereby repealed only to the extent of such conflict. This repealer shall not be construed as reviving any resolution, ordinance, or part thereof, heretofore repealed.

INTRODUCED, READ AND ORDERED PUBLISHED this _____ day of _____, 2026.

PASSED AND ORDERED PUBLISHED this _____ day of _____, 2026.

MIKE COFFMAN, Mayor

ATTEST:

KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

PETER A. SCHULTE, CITY ATTORNEY

By: *Ian J Best* ^{RLA}
IAN BEST, Assistant City Attorney

ORDINANCE NO. 2022- 46

A BILL

FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA,
COLORADO, ENACTING SECTION 138-191 OF THE CITY CODE PERTAINING TO THE
USE OF TURF AND ORNAMENTAL WATER FEATURES

WHEREAS, Aurora Water is responsible for providing water for the residents of the City of Aurora; and

WHEREAS, water scarcity in the arid west is compounded by water availability and population growth; and

WHEREAS, water used in irrigation and ornamental water features severely limits the amount of water that can be recaptured by Aurora Water's Prairie Waters potable reuse system; and

WHEREAS, low water-use landscapes are attractive, require less maintenance, save water and better withstand drought. Eliminating high water use turf in nonfunctional and aesthetic areas maximizes the amount of available reusable water, a primary goal of Aurora Water.

WHEREAS, the intent of section 138-191 is to help Aurora Water meet future water needs and is in the interest of the health, safety and general welfare of the residents of Aurora.

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

Section 1. Section 138-191 of the City Code of the City of Aurora, Colorado, is hereby amended to read as follows:

Sec. 138-191 Use of turf and ornamental water features.

(1) Definitions. As used in this section 138-191 the following words and phrases shall have the meanings ascribed to them below:

***Turf* means any cool season turf species, variety or blend, including but not limited to Kentucky bluegrass and Fescue.**

***Aesthetic Turf* means turf areas designed for aesthetic appeal only and are not conducive to active or programmed recreation.**

Water-wise landscape means landscapes designed with shrubs, perennials and warm-season grasses with an annual irrigation water requirement of less than 15” (9.345 gallons per square foot).

Median means the landscaped area between opposing directions street traffic lanes.

Curbside Landscape means the landscaped area between a sidewalk and curb.

Residential development perimeter or common landscape means any landscaped area within a residential development not irrigated by a residential water meter and not dedicated as a park per the City of Aurora’s Parks Recreation and Open Space Dedication and Development Criteria Manual.

Commercial development means any development that meets the commercial user definition in section 138-221.

Landscaped common area means areas within a private community designed for community use in section 138-151.

Multi-family residential development means developments that meet the multi-family user development definition in section 138-221.

Active or Programmed recreation area means an area with a primary function of sport field but can also accommodate secondary functions including but not limited to non-organized sporting events, cultural activities and organized social gatherings.

Ornamental water feature means any exterior decorative fountains, waterfalls, basins, ponds, lakes, waterways or other similar aesthetic structures unless required under Chapter 138, Article VIII – Stormwater of the City Code.

(2) The intent of this section 138-191 is to assist the City in meeting future water needs.

(3) Use of turf and ornamental water features. The provisions of this section 138-191 apply to all development and redevelopment within the City.

(a) Exemptions. Developments with complete Site Plan application submitted to the City prior to the date of September 30, 2022 are exempt from this section.

(b) An exemption may be granted for consistency within developments when a Site Plan approved prior to January 1, 2023 is adjacent to a Site Plan without approval prior to January 1, 2023 and a net water savings can be accomplished beyond what is minimally required under this section 138-191.

An exemption under this section 139-191(3)(b) must be approved by both the General Manager of Aurora Water and the City of Aurora Director of Planning.

- (4) Turf that serves primarily an aesthetic purpose shall not be permitted.
- (5) The installation of new turf shall be restricted as follows:
 - (a) Turf shall not be installed in the front or side yards of any single-family dwelling except as specified in section 138-191(5)(b).
 - (b) The installation of new turf in alley load residential front yards where backyard size prohibits the installation of turf shall not exceed the lesser of: forty-five percent (45%) or five hundred (500) square feet.
 - (c) The installation of new turf in residential backyards shall not exceed the lesser of: forty-five percent (45%) of the backyard area as defined by the Unified Development Ordinance; or five hundred (500) square feet.
 - (d) The removal of water-wise landscaping for the purpose of installing turf is prohibited, regardless of building permit issue date.
 - (e) Turf shall not be installed in medians or curbside landscapes.
- (6) The installation of turf in the following developments shall be allowed only in active or programmed recreation areas:
 - (a) Multi-family developments;
 - (b) Commercial developments;
 - (c) Public and private schools;
 - (d) Interior landscaped common areas on a common irrigation meter designed for recreation and conforming to the City's Unified Development Ordinance, as modified from time to time; and
 - (e) Formal sports fields, informal play areas, active and reflective recreation areas only as defined in the City's Parks and Recreation and Open Space Dedication and Development Criteria Manual.
- (7) Turf shall not be installed for the development of golf courses.
- (8) Ornamental water features. The use of water in all public and private exterior ornamental water features and ponds is prohibited.
- (9) Median and Curbside landscape. The installation of new spray and/or sprinkler irrigation systems in median and curbside landscaping is prohibited.
- (10) Except as indicated in section 138-191(3)(a) and (b) above, there shall be no waivers or variances to this section 138-191 permitted.
- (11) Three years after the effective date of this ordinance, the City Manager shall have a third party economic study conducted to include at least the following elements: impact of this ordinance on water usage in the City of Aurora; impact of this ordinance on household water rates in the City of Aurora; impact of this ordinance on home values and prices in the City of Aurora; impacts of this ordinance on new home construction in the City of Aurora; and adoption of similar ordinances by other jurisdictions within the Denver metropolitan area.
 - (a) The results of this economic study shall be presented to City Council within thirty-nine (39) months of the effective date of this ordinance.

Section 2. Severability. The provisions of this Ordinance are hereby declared to be severable. If any section, paragraph, clause, or provision of this Ordinance shall, for any reason, be held to be invalid or unenforceable by a court of competent jurisdiction, the invalidity or

unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Ordinance.

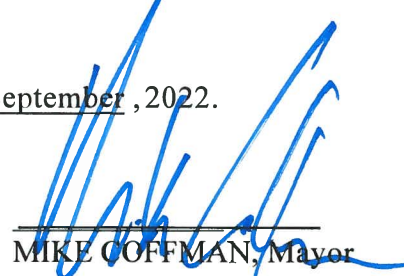
Section 3. Penalty. City employees violating the terms, directives, or mandates of this Code are not subject to the general penalty provisions contained in Section 1-13 of this City Code.

Section 4. Pursuant to Section 5-5 of the Charter of the City of Aurora, Colorado, the second publication of this Ordinance shall be by reference, utilizing the ordinance title. Copies of this Ordinance are available at the Office of the City Clerk.

Section 5. Repealer. All orders, resolutions, or ordinances in conflict with this Ordinance or with any of the documents hereby approved, are hereby repealed only to the extent of such conflict. This repealer shall not be construed as reviving any resolution, ordinance, or part thereof, heretofore repealed.

INTRODUCED, READ AND ORDERED PUBLISHED this 8th day of August, 2022.

PASSED AND ORDERED PUBLISHED this 12th day of September, 2022.

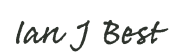

MIKE COFFMAN, Mayor

ATTEST:


KADEE RODRIGUEZ, City Clerk



APPROVED AS TO FORM:


Ian Best, Assistant City Attorney

Water Policy Committee (WPC) Meeting
July 20, 2022

Members Present: Council Member Angela Lawson Vice-Chair, Council Member Steve Sundberg Chair, Council Member Curtis Gardner

Absent:

Others Present: Greg Baker, Casey Rossman, Leiana Baker, Marshall Brown, Steve Fiori, Swirvine Nyirenda, Tim York, Sam Miller, John Murphy, Ian Best, Jo Ann Giddings, Rachel Allen, Alex Davis, Zach Vernon, Rich Vidmar, Sarah Young, Adam Waters, Steve Sciba, Laura Perry, Fernando Aranda, Dan Brotzman, Rory Franklin, Brian Rulla, Melina Bourdeau

1. Approval of Minutes

The May 18, 2022, meeting minutes were approved as presented.

2. Consent Items

- A. Construction Change Order Report
- B. Monthly Water Supply Update

Summary of Issue and Discussion: None.

Outcome: The Consent items were supported as presented.

Follow-Up Action: The Consent items were supported as presented.

3. First Amendment to Agreement regarding Final Design, Right-of-Way Acquisition, and Construction of Drainage and Flood Control Improvements for Murphy Creek at Yale Avenue and Jewell Avenue

Summary of Issue and Discussion: S. Miller gave an overview of the agreement. Council Member Sundberg asked, how many acres will be consumed by the pond? S. Young replied, First Creek Pond will be approximately 90 acres. Council Member Sundberg asked, is this for a 100-year flood event? S. Young replied, yes.

Outcome: The Committee supports the First Amendment to Agreement regarding Final Design, Right-of-Way Acquisition, and Construction of Drainage and Flood Control Improvements for Murphy Creek at Yale Avenue and Jewell Avenue.

Follow-Up Action: Forward to Regular Session for consideration.

4. Agreement regarding Funding of Major Drainageway Planning for West Toll Gate Creek Tributaries

Summary of Issue and Discussion: S. Miller gave an overview of the agreement.

Outcome: The Committee supports the Agreement regarding Funding of Major Drainageway Planning for West Toll Gate Creek Tributaries.

Follow-Up Action: Forward to Study Session for consideration.

5. Thirteenth Amendment to Agreement regarding the Final Design, Right-of-Way Acquisition, and Construction of Drainage and Flood Control Improvements for First Creek Detention Upstream of I-70

Summary of Issue and Discussion: S. Miller gave an overview of the agreement.

Outcome: The Committee supports the Thirteenth Amendment to Agreement regarding the Final Design, Right-of-Way Acquisition, and Construction of Drainage and Flood Control Improvements for First Creek Detention Upstream of I-70.

Follow-Up Action: Forward to Regular Session for consideration.

6. Agreement regarding Funding of Major Drainageway Planning and Flood Hazard Area Delineation for Prairie Dog Draw and its Tributaries

Summary of Issue and Discussion: S. Miller gave an overview of the agreement.

Outcome: The Committee supports the Agreement regarding Funding of Major Drainageway Planning and Flood Hazard Area Delineation for Prairie Dog Draw and its Tributaries.

Follow-Up Action: Forward to Study Session for consideration.

7. Intergovernmental Agreement regarding Strontia Springs Watershed Sediment Management Program

Summary of Issue and Discussion: R. Vidmar gave an overview of the agreement.

Outcome: The Committee supports the Intergovernmental Agreement regarding the Strontia Springs Watershed Sediment Management Program.

Follow-Up Action: Forward to Study Session for consideration.

8. Memorandum of Understanding (MOU) for the Use and Benefit of Colorado State Forest Service

Summary of Issue and Discussion: R. Vidmar gave an overview of the MOU.

Outcome: The Committee supports the Memorandum of Understanding for the Use and Benefit of Colorado State Forest Service.

Follow-Up Action: Forward to Study Session for consideration.

9. Conservation Overview Presentation

Summary of Issue and Discussion: T. York, A. Waters, and Z. Vernon presented on the Conservation Overview. Council Member Gardner asked, how is the turf ordinance going to work moving forward with the landscape designs? Where is this going to be required? T. York replied, this program is not going to change or go away. The Turf Ordinance is focused on new development. G. Baker added, the ordinance will be for new development. Council Member Gardner stated, I thought the homeowner was responsible for the front and backyard. T. York replied, the builder installs the front yard not the backyard. Council Member Gardner asked, what if the developer doesn't want to install the front yard? T. York replied, it is required to get a Certificate of Occupancy. Council Member Gardner requested that requirement information. T. York will email the information from Public Works to Council Member Gardner. Council Member Lawson asked, How do you manage or enforce water conservation for HOA's? How is the conservation information getting out? T. York replied, we reach out through water bills and social media. From an enforcement standpoint it's the same, it's whoever is responsible for paying the water bill is the one who is contacted. Council Member Sundberg asked, How are you advertising your services to the general public? T. York replied, it's advertised in multiple ways – the Public Relations Team, newsletters in water bills, through social media and the website. Council Member Sundberg asked, do you work with the school districts regarding turf and is there an education campaign for the schools? T. York replied, the water efficiency within the school districts is a little difficult. A. Waters is working on a program with Aurora Public Schools and the Cherry Creek school districts to help them better understand their water usage. Regarding the turf, school districts tend to be efficient with their landscape. In regard to turf, those conversations are going to take a long time, however, something that we are currently engaging in actively. In regard to school education – we have an education and outreach team that engages with the school districts and the Youth Water Festival. G. Baker added, Natalie's group works with all grade levels and are currently at a teacher workshop. We have the most engaged team in the entire state on the education side.

Outcome: Informational only.

Follow-Up Action: Informational only.

10. Water and Sewer 2023 Rate and Fee Adjustments

Summary of Issue and Discussion: F. Aranda presented on the Water and Sewer 2023 Rate and Fee Adjustments. J. Giddings stated, this presentation usually goes to forward with the budget process and want to make sure it's okay to include in the budget process in October or if the item should move forward to Study Session as a separate item. The Committee recommended going to Study Session as a separate item. Council Member Gardner stated, at the last council meeting there was a discussion that the proposed water conservation ordinance needed to pass or we're going to continue to have increases in water rates. It was stated that the ordinance was going to help us keep water rates low yet we're still increasing them. M. Brown replied, these increases include those benefits. Fees are paid at the time of connection by developers, and the cost is ultimately passed

on to the homeowner or consumer. Fees pay for system expansion, new infrastructure and the acquisition of additional water rights to meet demands. Without the savings being proposed in the ordinance there would be additional cost impacts on rates and fees (more fees than rates directly). There are water quality impacts at all of our treatment facilities, and those improvements are not necessarily built into these costs right now. F. Aranda added, the increases are not cumulative and a 5% in each utility will only add to 5% in total because you add water, sewer and storm. M. Brown added, when we show 5%, 5% and 3.5% the overall bill impact to a customer is going to be less than 5%. Council Member Sundberg asked, when will this go to Study Session? M. Brown replied, either the end of August or beginning of September.

Outcome: The Committee supports the Water and Sewer 2023 Rate and Fee Adjustments.

Follow-Up Action: Forward to Study Session for consideration.

11. Miscellaneous Matters for Consideration

Summary of Issue and Discussion: None.

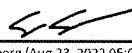
Outcome: Informational only.

Follow-Up Action: Information only.

12. Confirm Next Meeting

The next meeting is scheduled for August 17, 2022, 10:30 a.m. via WebEx.

X


Steve Sundberg (Aug 23, 2022 05:03 MDT)

Steve Sundberg
Chair, Water Policy Committee

MINUTES

Regular Meeting of the Aurora City Council

Monday, August 22, 2022

1. **RECONVENE REGULAR MEETING OF AUGUST 22, 2022, AND CALL TO ORDER**

Mayor Coffman reconvened the regular meeting of the City Council for August 22, 2022, at 6:30 p.m.

2. **ROLL CALL**– Kadee Rodriguez, City Clerk

COUNCIL MEMBERS PRESENT: Mayor Coffman, Bergan, Coombs, Gardner, Jurinsky, Lawson, Marcano, Medina, Murillo, Sundberg, Zvonek

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

3. **INVOCATION/MOMENT OF SILENCE**– Mike Coffman, Mayor

Mayor Coffman led the prayer for the August 22nd Council Meeting.

4. **PLEDGE OF ALLEGIANCE** (all standing)

5. **EXECUTIVE SESSION UPDATE**

6. **APPROVAL OF MINUTES**

6.a. **August 8, 2022, Meeting Minutes**

CM Murillo offered amendments to the meeting minutes. She explained that she had technical difficulties and sent her vote on items 12b and 12c through the chat. She noted that she votes no for 12b and yes for 12c. City Attorney D. Brozman confirmed that this is appropriate.

Motion by Sundberg, second by Bergan, to approve the minutes of the August 8, 2022 as presented.

SUBSTITUTE MOTION

Motion by Murillo, second by Marcano, to approve the minutes of the August 8, 2022, City Council meeting as amended.

CM Zvonek said that if they were to raise the mills, it would then require a mill levy override elections. This would be a TABOR election which would indicate that taxes will be raised. He asked if this is correct. J. Cox confirmed this. CM Zvonek stated that the taxpayer would know that their taxes will be raised as it is in the first sentence of the language as per TABOR.

CM Coombs said that it would be helpful to have information regarding the turnout of Metro District Elections and the number of districts within Aurora that exceeded the 50-mill cap.

Motion by Bergan, second by Jurinsky to approve item 15a.

Voting Aye: Bergan, Gardner, Jurinsky, Lawson, Sundberg, Zvonek

Voting Nay: Coombs, Marcano, Medina, Murillo

15.b. Gun Club at Windler Street Vacation

2022-44 FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, VACATING THE PUBLIC RIGHT-OF-WAY FOR A PORTION OF GUN CLUB ROAD, WHICH RUNS SOUTH TO NORTH THROUGH SECTION 18, TOWNSHIP 3 SOUTH, RANGE 65 WEST, CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO (GUN CLUB ROAD AT WINDLER RIGHT-OF-WAY VACATION)

Ariana Muca, Planner I / Daniel L. Money, Senior Assistant City Attorney

15.c. Sales and Use Tax Exemption Direct Government Fees

2022-45 FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, AMENDING ARTICLE II OF SECTION 130 OF THE CITY CODE EXEMPTING CERTAIN FEES FROM SALES AND USE TAX

Sponsor: Dustin Zvonek, Council Member

Jeffrey Edwards, Manager of Tax / Hanosky Hernandez, Senior Assistant City Attorney

Motion by Gardner, second by Marcano to approve items 15b through 15c.

Voting Aye: Bergan, Coombs, Gardner, Jurinsky, Lawson, Marcano, Medina, Murillo, Sundberg, Zvonek

15.d. Enacting Section 138-191 of the City Code Pertaining to the Use of Turf and Ornamental Water Features

2022-46 FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, ENACTING SECTION 138-191 OF THE CITY CODE PERTAINING TO THE USE OF TURF AND ORNAMENTAL WATER FEATURES

Sponsor: Mike Coffman, Mayor

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

Marshall Brown, Aurora Water General Manager, provided a summary of the item.

Mayor Coffman applauded Council for passing the ordinance. He stressed the importance of conserving water for a sustainable future.

Motion by Coffman, second by Coombs to approve item 15d.

Motion by Coffman, second by Gardner to approve the presented amendment.

Voting Aye: Bergan, Coombs, Gardner, Jurinsky, Lawson, Marcano, Medina, Murillo, Sundberg, Zvonek

Motion by Coffman, second by Coombs to approve item 15d as amended.

Voting Aye: Bergan, Coombs, Gardner, Jurinsky, Lawson, Marcano, Medina, Murillo, Sundberg, Zvonek

16. **PLANNING MATTERS**

17. **ANNEXATIONS**

17.a. **21861 E. 26th Avenue Annexation**

R2022-167 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, FINDING A PETITION FOR ANNEXATION OF A CERTAIN PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, TO BE IN SUBSTANTIAL COMPLIANCE WITH SECTION 31-12-107(1), C.R.S., AND GIVING NOTICE OF A PUBLIC HEARING ON THE PROPOSED ANNEXATION (21861 E. 26TH AVENUE ANNEXATION) 5 ACRES

Jacob Cox, Manager of Development Assistance / Brian Rulla, Assistant City Attorney

Jacob Cox, Manager of Development Assistance, provided a summary of the item.

Motion by Gardner, second by Sundberg to approve item 17a.

Voting Aye: Bergan, Coombs, Gardner, Jurinsky, Lawson, Marcano, Medina, Murillo, Sundberg, Zvonek

17.b. **Harvest Road Property Annexation Parcel A**

R2022-168 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, FINDING A PETITION FOR ANNEXATION OF A CERTAIN PARCEL OF LAND LOCATED IN THE WEST HALF AND THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, TO BE IN SUBSTANTIAL COMPLIANCE WITH SECTION 31-12-107(1), C.R.S., AND GIVING



CITY OF AURORA

Council Agenda Commentary

Item Title: Data Center Standards Discussion
Item Initiator: Stacy Wasinger, Senior Planner, Planning and Business Development
Staff Source/Legal Source: Brandon Cammarata, Planning Manager, Planning and Business Development / Lena McClelland, Senior 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: 9/14/2026

Regular Meeting: N/A

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

Item requires a Public Hearing: ☒ Yes ☐ No

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

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

Brandon Cammarata, Planning Manager, Planning and Business Development / Lena McClelland, 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 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
<i>Reason for waiver is described in the Item Details field above.</i> | |

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.)*

At the August 10, 2026 City Council Meeting City Council voted to approve a resolution directing City Management to update data center development standards in the city's Unified Development Ordinance (UDO) which include:

- Prohibit the use of evaporative cooling in large scale commercial and industrial Data Centers; and
- Establish setbacks and/or landscape buffers to ensure appropriate placement of Data Centers within mixed use or APZ zone districts to mitigate any adverse neighborhood impacts; and
- Address any additional issues as may be deemed necessary and appropriate by the City Manager that are not inconsistent with this Resolution

At the August 24, 2026 City Council Study Session, staff presented and received feedback to return to another Study Session with additional information regarding data center classifications, buffers/setbacks, and development standards.

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

City staff will make a presentation on data center development requirements as well as discuss and seek feedback from City Council on which specific areas City Council wishes to pursue or discuss further. The items to be covered in this presentation include:

- Creating classifications for multiple scales of Data Center
- Setbacks or buffers from a residential zone district
- Inclusion of a screen wall standard similar to those in already approved Data Centers

Any development standards to be pursued would be included in the Use Specific Standards in UDO Section 146-3.3.5 for Data Centers.

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 desire to pursue UDO text changes to update the definition of Data Center and add classifications based on scale?
- Does Council desire to pursue UDO text changes to include buffer requirements from a residential zone district?
- Does Council desire to pursue UDO text changes to include a screening wall requirement for mechanical equipment associated with Data Centers?

LEGAL COMMENTS

The City Council is the governing body of the City and has the authority to approve amendments to the text of the UDO. (UDO §146-5.1.1.A)

The City Council shall conduct a public hearing on the application. (UDO §146-5.4.1.C.2.c)

Amendments to the text of the UDO shall only be approved if City Council finds that the proposed amendment is consistent with the spirit and intent of the Comprehensive Plan and with other policies and plans adopted by the City Council; and (a) the text amendment is required because of changed conditions or circumstances in all or a portion of the City; or (b) the text amendment is required to address a new or unforeseen threat to the public health, safety, and welfare; or (c) the text amendment is required to promote economic growth and investment that will not create material risks to the public health, safety, and welfare. (UDO §146-5.4.1.C.3.b.i) (McClelland)



Data Center Development Standards Discussion

**September 14, 2026
Study Session**



Resolution passed by Council at the August 10th City Council meeting included the following direction to City Management:

- Prohibit the use of evaporative cooling in large scale commercial and industrial Data Centers; and
- Establish setbacks and/or landscape buffers to ensure appropriate placement of Data Centers within mixed use or APZ zone districts to mitigate any adverse neighborhood impacts; and
- Address any additional issues as may be deemed necessary and appropriate by the City Manager that are not inconsistent with this Resolution



Updates from August 24, 2026 Study Session discussion

- Text amendment to remove Data Center as a permitted use from MU-OI on schedule for 9/23 Planning Commission and 10/12 City Council public hearings
- Evaporative cooling ordinance proceeding to City Council
- Direction to staff to bring back additional information regarding:
 - Classifications to distinguish by scale
 - Buffers from residential zones
 - Standards such as screening for equipment



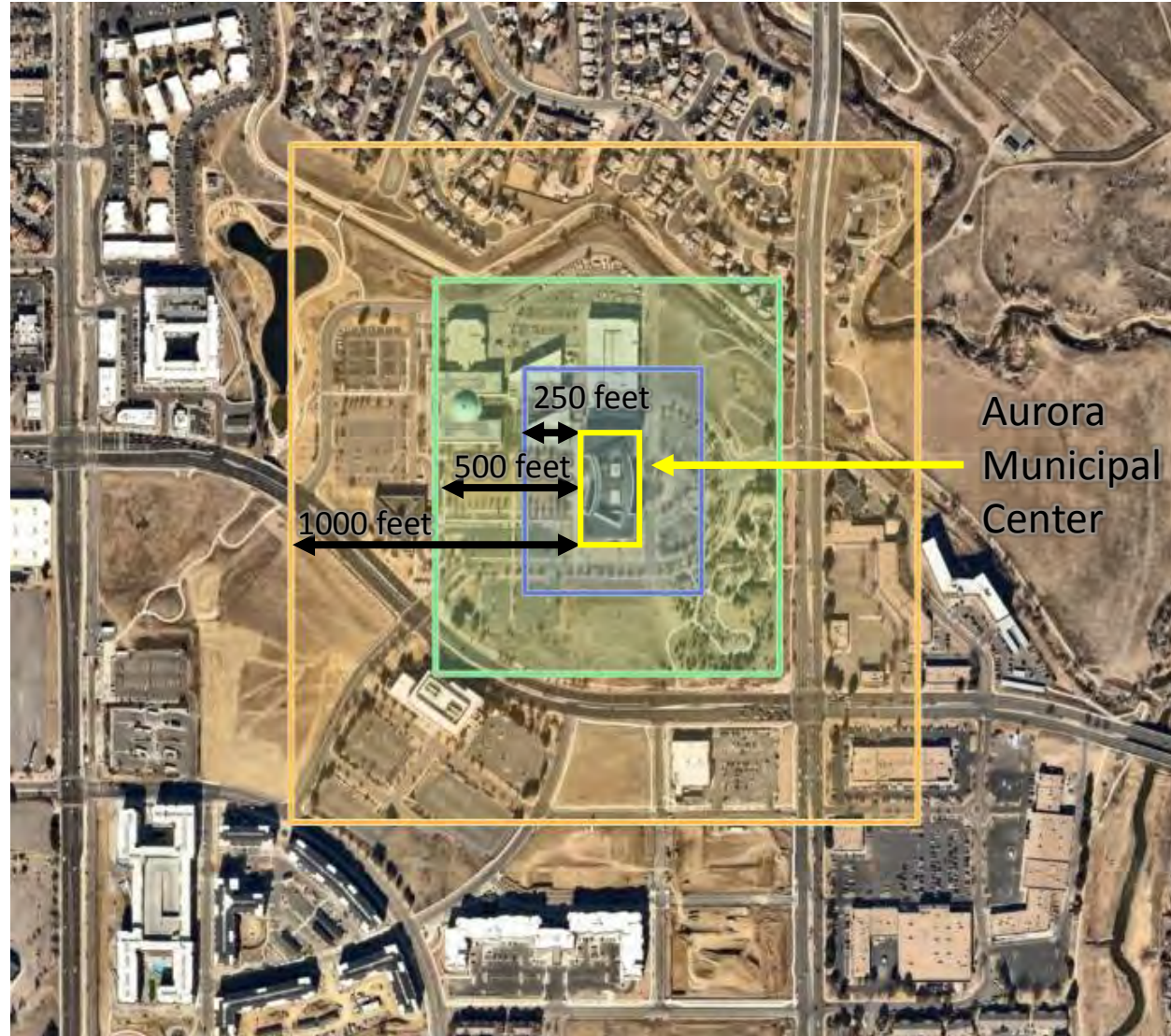
- Size and layouts of data centers have evolved over time
- Enclosure or screening of generators and equipment
- From initial research, common industry scale classifications include:
 - Micro/Edge: Small, close to end user (10-500 KW)
 - Small/Enterprise: Company owned, IT operations, critical workloads (up to 5 MW)
 - Colocation: Shared facility, multiple organization IT or operations (5-50 MW)
 - Hyperscale: Large-scale digital platforms, cloud providers, etc. (50+ MW)

Does Council wish to have classifications that differentiate between larger and smaller scale data centers including ancillary uses?

If yes, staff recommends:

- 25 MW as a threshold
- Amend data center definition to not impact ancillary and/or colocation (e.g., hospitals and banks)
- Screening and setbacks would only apply to data centers 25 MW or larger.

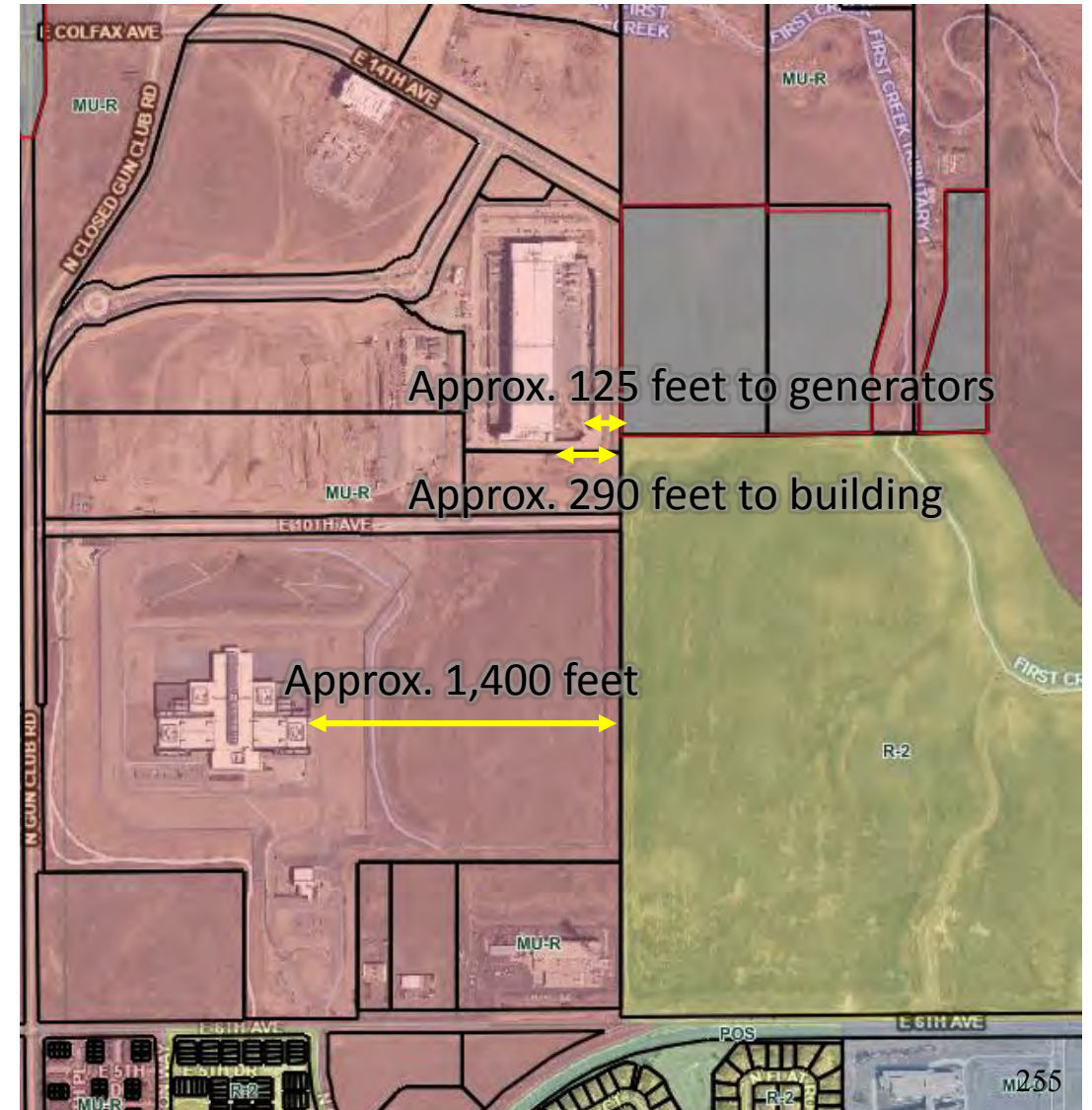
Buffer Distance Example



Options on how to measure a buffer

- Data center measuring point:
 1. Property line of data center development
 - 2. Generators, chillers, and similar equipment**
 3. Data center building
- Residential measuring point
 - 1. Residential zone district (R-1, R-2, R-3, R-4)**
 2. Residential property line
 3. Residential building

*Staff recommendation is bolded above.





Does Council wish to have a buffer requirement established between data centers and residential zones? If so:

1. Distance desired
2. Measurement option



- Current UDO standards do not require a screen wall for mechanical equipment and did not contemplate the scale of mechanical equipment required for a data center use
- Current screening requirements are:
 - Roof-mounted mechanical equipment screened by a parapet or mechanical screen integrated into the building design
 - Ground mounted mechanical equipment shall be screened from public view by landscaping **or** by a decorative wall
- Data centers often have a larger quantity of ground-mounted equipment than other industrial development
- Many data center developments are already providing screen walls that also act as sound attenuation walls
- A standard could be added to require a wall around ground-mounted mechanical equipment specifically for data center uses to provide screening and sound attenuation

Screened Ground Mounted Equipment



Building 1

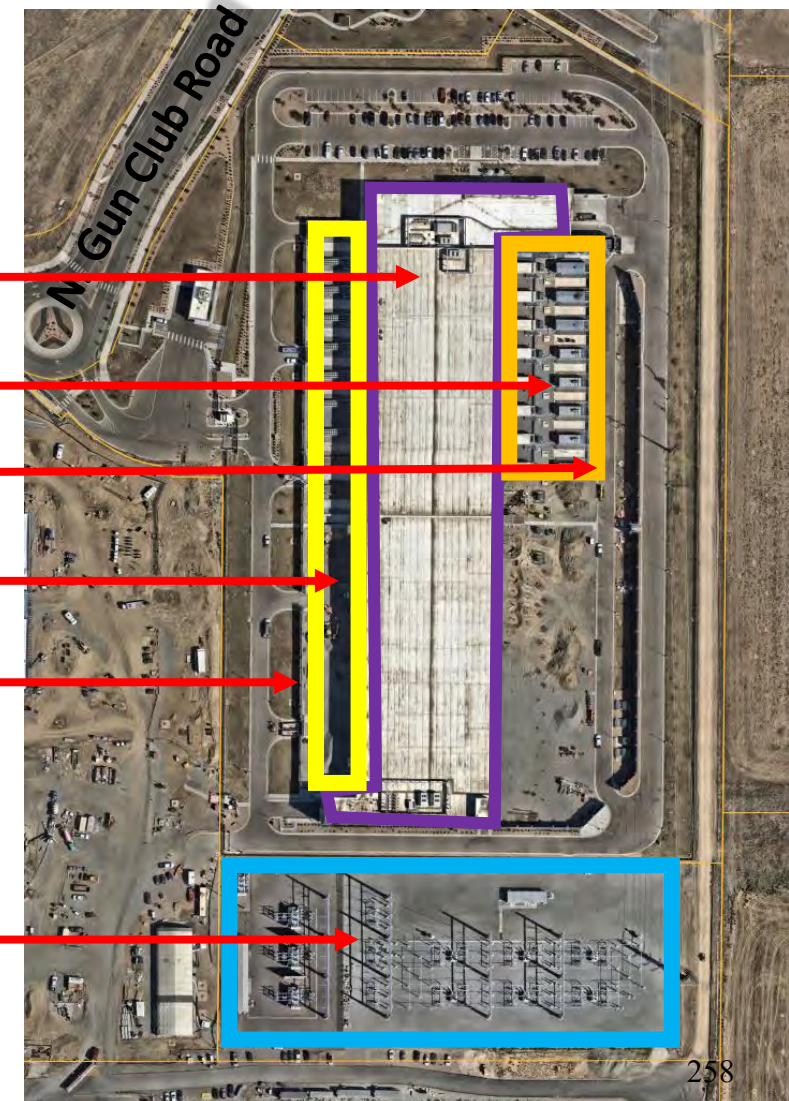
Generators

Screen Wall

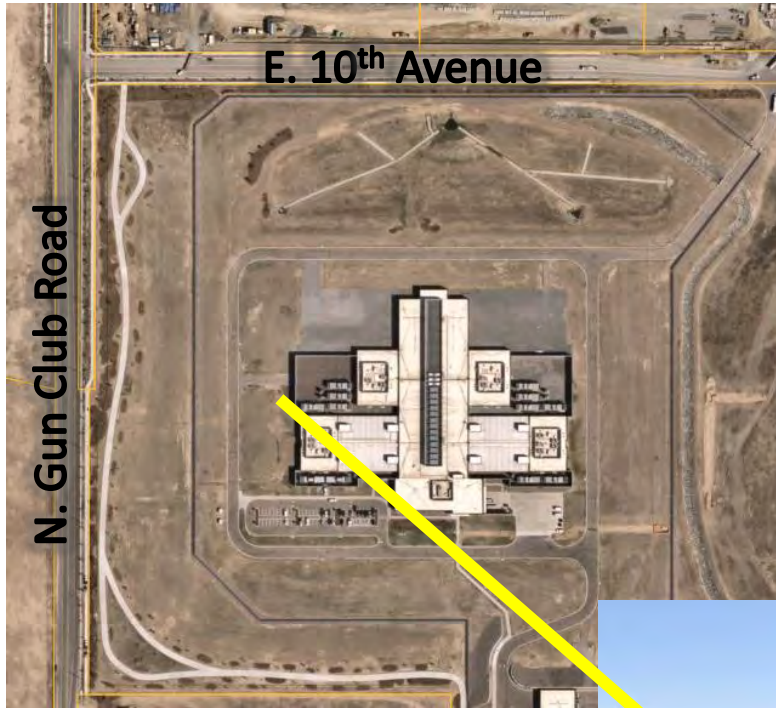
Chillers

Screen Wall

Electric Substation



Equipment Screening





Does Council wish to have a screen wall requirement for ground-mounted mechanical equipment related to data center uses?

Data Center UDO and Code Update Next Steps



Potential Text Change Schedule

- *8/24/2026 - Council Study Session*
- 9/14/2026 – Council Study Session
- Fall 2026 – Planning and Zoning Commission
- Winter 2026 – City Council Public Hearing
- Winter 2026 – City Council Second Reading



Questions and Discussion

Appendix

Overview of Data Center UDO Regulations



- The Unified Development Ordinance (UDO) defines a Data Center as:
“A facility containing one or more large-scale computer systems used for data storage and processing for off-site users. Typical supporting equipment includes backup batteries and power generators, cooling units, fire suppression systems, and enhanced security features.”
- Classified as industrial use in Aurora
- UDO industrial regulations apply: Setbacks, buffering, height, and landscaping
- Screening of ground and roof mechanical equipment
- No lot coverage, acreage, or facility size maximums
- Zoning and land use:

Permitted By Right	Conditional
AD – Airport District APZ – Accident Potential Zone I-1 – Business/Tech District I-2 – Medium Industrial District MU-OI – Mixed-Use Office/Institutional	MU-R – Mixed-Use Regional Activity Center MU-A – Mixed-Use Airport

Jurisdictional Buffer Comparisons



- Other jurisdictions have adopted a range of buffers, typically measured as a distance from residential zones or uses

Municipality or County	Minimum Buffers/Setbacks from Residential
Augusta, GA	500 ft
Aurora, IL	1,500 ft (Roof-mounted chillers); 1,000 ft (Ground-mounted chillers)
Chesapeake, VA	1320 ft from residential zoning; 2640 ft from existing residential structure
DeKalb Co, GA	500 ft; 2,640 ft from a high-capacity transit stop.
Fairfax Co, VA	200 ft
Fort Worth, TX	250 ft
Manassas, VA	100 ft
Phoenix, AZ	150 ft; 2,640 ft from a high-capacity transit station.
Tucson, AZ	2,640 ft
Wixom, MI (Detroit Suburb)	1,500 ft; A Data Center shall not be located adjacent to residentially used or zoned property.

ORDINANCE NO. 2026- ____

A BILL

FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, AMENDING SECTION 146-3.3.5
OF THE UNIFIED DEVELOPMENT ORDINANCE PERTAINING TO DATA CENTERS

WHEREAS, Section 146-5.4.1.C.3 of the Unified Development Ordinance provides that all applications for ordinance text amendments shall be presented for a public hearing, both to the Planning and Zoning Commission, who shall render a recommendation to City Council, and to the City Council for final decision; and

WHEREAS, on _____, following a public hearing, the Planning and Zoning Commission voted to recommend the ordinance text amendment to City Council.

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

Section 1. Section 146-3.3.5 of the Unified Development Ordinance of the City of Aurora, Colorado, is hereby amended with the addition of the following language:

ZZ. Data Center, Large.

1. **This use is not permitted within ___ of any residential zone district, exclusive of any public right-of-way. This distance shall be measured from the closest point of the building envelope, to include any equipment located outside the building such as, but not limited to, generators and chillers.**
2. **The Site Plan shall indicate provisions for controlling any objectionable effect or nuisance condition.**
3. **The site shall be maintained in good condition, free of weeds, trash, and debris.**
4. **Ground mounted mechanical equipment shall be screened by a decorative wall to provide visual screening from public view and for sound attenuation.**

Section 2. Section 146-6.D of the Unified Development Ordinance of the City of Aurora, Colorado, is hereby amended as follows:

Data Center, Large.

A facility containing one or more large-scale computer systems used for data storage and processing for off-site users that uses more than twenty-five (25) megawatts. Typical supporting equipment includes backup batteries and power generators, cooling units, fire suppression systems, and enhanced security features.

Data Center, Small.

A facility containing one or more ~~large-scale~~ computer systems used for data storage and processing for off-site users **that uses up to twenty-five (25) megawatts and/or is ancillary or collocated within another use (e.g. a hospital or bank).** Typical supporting equipment includes backup batteries and power generators, cooling units, fire suppression systems, and enhanced security features.

Section 3. Severability. The provisions of this Ordinance are hereby declared to be severable. If any section, paragraph, clause, or provision of this Ordinance shall, for any reason, be held to be invalid or unenforceable by a court of competent jurisdiction, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Ordinance.

Section 4. Pursuant to Section 5-5 of the Charter of the City of Aurora, Colorado, the second publication of this Ordinance shall be by reference, utilizing the ordinance title. Copies of this Ordinance are available at the Office of the City Clerk.

Section 5. Repealer. All orders, resolutions, or ordinances in conflict with this Ordinance or with any of the documents hereby approved, are hereby repealed only to the extent of such conflict. This repealer shall not be construed as reviving any resolution, ordinance, or part thereof, heretofore repealed.

INTRODUCED, READ AND ORDERED PUBLISHED this _____ day of _____, 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

RLA

BY: *Lena McClelland*

Lena McClelland, Sr. Assistant City Attorney



CITY OF AURORA

Late Submission Approval for Agenda Item

Item Title: Resolution to Amend the Council Rules Regarding Agendas
Item Initiator: Council Members-Stephanie Hancock and Robert Andrews
Staff Source/Legal Source: Jason Batchelor, City Manager/Peter Schulte, City Attorney
Outside Speaker: N/A
Strategic Outcome: Well Managed: High Performing organization, committed to great customer service, innovation, continuous improvement, fiscal stewardship, and maintaining critical infrastructure.

CRITERIA - PLEASE CONSIDER ITEM FOR LATE SUBMISSION FOR THE FOLLOWING REASON:

- ☐ There is a time-sensitive legal requirement that must be met and cannot be met by a future meeting date
- ☒ The delay will result in an adverse financial impact to the city
- ☐ The item is related to a disaster and must be addressed before the next available meeting
- ☒ This item was requested by Council Members-Stephanie Hancock and Robert Andrews

COUNCIL MEETING DATES FOR LATE SUBMISSION:

Study Session: 9/14/2026

Regular Meeting: 9/28/2026

EXPLANATION: (Please provide a detailed explanation as to why the item falls into one or more of the above criteria and why it may not be set for a future meeting date.)

This item was requested by Council Members Stephanie Hancock and Robert Andrews.

I understand the agenda item will not be added to the agenda without submitting this completed form as an attachment in e-Scribe. The agenda item will not be added to the agenda if the workflow is not completed by the WORKFLOW COMPLETED date indicated on the agenda deadline calendar.

Agenda Item Initiator Name

Pete Schulte

Late Submission Approver Name (Council Appointee or DCM)

Agenda Item Initiator Signature

Date

[Signature]

Late Submission Approver Signature

9/9/26

Date



CITY OF AURORA

Council Agenda Commentary

Item Title: Amendment to the Council Rules Regarding Agendas (Resolution)
Item Initiator: Stephanie Hancock, Council Member / Robert Andrews, Council Member
Staff Source/Legal Source: Jason Batchelor, City Manager / Peter Schulte, City Attorney
Outside Speaker: N/A
Strategic Outcome: Well-Managed: High performing organization, committed to great customer service, innovation, continuous improvement, fiscal stewardship, and maintaining critical infrastructure.

COUNCIL MEETING DATES:

Study Session: 9/14/2026

Regular Meeting: 9/28/2026

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

Item requires a Public Hearing: ☐ Yes ☒ No

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

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

Sponsors: Stephanie Hancock, Council Member / Robert Andrews, Council Member
Jason Batchelor, City Manager / Peter Schulte, City Attorney
Estimated time: 10 mins

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

- | | |
|--|---|
| ☐ Approve Item and Move Forward to Study Session | ☐ Approve Item 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
<i>Reason for waiver is described in the Item Details field above.</i> | |

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: City Council Rules Ad Hoc Committee

Policy Committee Date: 8/25/2026

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

- | | |
|---|--|
| ☐ Recommends Approval | ☐ Does Not Recommend Approval |
| ☐ Forwarded Without Recommendation | ☐ Minutes Not Available |
| ☐ Minutes Attached | |

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

This amendment to the rules was discussed at the 8/25/2026 Rules Committee meeting.

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

The Resolution would amend the Council Rules with regard to how matters are placed on agendas, requiring each item to go to a policy committee, study session, and regular Council meeting, with specified exceptions.

FISCAL IMPACT

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

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

REVENUE IMPACT

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

BUDGETED EXPENDITURE IMPACT

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

NON-BUDGETED EXPENDITURE IMPACT

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

WORKLOAD IMPACT

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

QUESTIONS FOR COUNCIL

Does Council wish to support the Resolution?

LEGAL COMMENTS

The council shall prescribe rules of procedure to govern meetings. (Article 3-8 City Charter). The council shall determine its own rules and procedures and order of business and shall keep a journal of its proceedings. It may compel attendance of members and may punish members for misconduct. (Section 2-32 City Code). (Wood)

RESOLUTION NO. R2026- ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, TO AMEND ARTICLE II, SECTION 1 OF THE RULES OF ORDER AND PROCEDURE FOR THE AURORA, COLORADO, CITY COUNCIL REGARDING AGENDAS.

WHEREAS, the Aurora City Council (Council) believes the election of an individual to the Council imposes a heavy responsibility to observe those tenets and requirements which flow from the solemn oath administered at the time of installation to office; and

WHEREAS, the Council wants the Rules for the Council to facilitate the fulfillment of the duties and responsibilities contained in the oath of office; and

WHEREAS, the Council desires to make certain changes to the Rules; and

WHEREAS, as authorized under Article III, Section 8 of the City Charter, the Council promulgates the Rules to govern meetings.

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

Section 1. The Aurora City Council hereby amends Article II, Section 1 of the Council Rules of Order and Procedure to read as follows:

Sec. 1. Authority to Place Items on Agenda.

Although items may be requested by other parties, Council Members, City Manager, City Attorney, Chief Public Defender, **and** Presiding Judge, ~~and Court Administrator~~ are the only ones who have authority to place items on Study Session and Regular/Special Meeting agendas. Each such item shall indicate the party requesting the item.

Council Member Sponsorship. A Council Member may request a matter brought forward by the City Manager, City Attorney, Chief Public Defender, **or** Presiding Judge, ~~or Court Administrator~~ be sponsored by a Council Member. Prior to the matter being discussed, the sponsorship issue shall be resolved by a majority of those Council Members entitled to vote at that meeting.

Waivers of Reconsideration ~~and Dual Listing of Agenda items~~. A request may be made to waive the reconsideration period ~~or matters may be listed on the Study Session and Regular Meeting for time sensitive matters~~. Parties making such a request shall provide the reason **the item** should be heard in this manner.

Legislative Process for Agenda Items. City Council understands that the legislative process is necessary for the Council, citizens, and stakeholders of proposed legislation to have the necessary time to review and propose edits to legislative items before those items make it to

a regular Council Meeting Agenda for consideration. All council items shall proceed through a policy committee first, a study session second, and then the regular council meeting agenda third. City Council hereby requires that all council items *must* proceed through a study session and then to a regular council meeting agenda on separate meeting dates.

However, Council realizes that some items may be time sensitive and must proceed faster through the legislative process. Council hereby declares that for an item to go directly to a regular council meeting agenda first, or be dual listed on the same meeting date on study session and regular council meeting agenda, the council item shall identify the applicable exception and include a written factual justification stating the specific facts and circumstances supporting the claimed exception, the reason the matter is time sensitive, and the specific consequences reasonably expected to result if the matter proceeds through the normal legislative process. The applicable exceptions must be one of the following:

1. The council item is related to a time sensitive public safety emergency or situation;
2. If the council item is not heard promptly, there will be a negative fiscal impact to the City, or
3. The council item is required to comply with a legislative or other legal deadline that the City was not otherwise able to meet due to the legislative or legal timeline.

If a council item is brought forward directly to a regular council meeting agenda under one of the exceptions identified in this section, Council shall first consider and take a vote on whether the legislation meets one of the identified exceptions listed in the council item by a two-thirds majority. If Council fails to find that the listed exception(s) exist by a two-thirds majority, the council item will not be heard by the Council at that regular meeting and the council item will be placed on the next regularly scheduled study session agenda. If this occurs, the City Attorney will edit the proposed council item to remove the request for an exception under this section before adding the council item to the next study session agenda. An item being brought forth in this manner must be added to the agenda no later than noon on the Friday preceding the publishing deadline for the final agenda.

Public Safety Emergency. “Public Safety Emergency” means an event or condition that:

1. Presents an actual or reasonably imminent threat of death, serious injury, or significant harm to public safety;
2. Requires immediate or substantially immediate action; and
3. Cannot reasonably be addressed through the City’s ordinary procedures without creating a significant risk of harm or materially delaying an appropriate emergency response.

Removal from Agenda. A council item on a regular council meeting agenda that has gone through the appropriate legislative process outlined in these Rules cannot be removed during adoption of the agenda without the consent of the sponsor.

Section 2. 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



CITY OF AURORA

Council Agenda Commentary

Item Title: Proposed Interview and Appointment Schedule for the Planning and Zoning Commission Upcoming Vacancies
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: 9/14/2026

Regular Meeting: TBD

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
Estimated time: 5 mins

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

- | | |
|--|---|
| ☐ Approve Item and Move Forward to Study Session | ☐ Approve Item as Proposed at Policy Committee |
| ☐ Approve Item and Move Forward to Regular Meeting | ☒ Approve Item as Proposed at Study Session |
| ☐ Information Only | ☐ Approve Item as Proposed at Regular Meeting |
| ☐ Approve Item with Waiver of Reconsideration
<i>Reason for waiver is described in the Item Details field above.</i> | |

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 Planning and Zoning Commission shall exercise the functions and powers and perform the duties assigned to it by City Charter, City Code, and the Unified Development Ordinance (UDO). Duties include, but are not limited to, prepare/submit to Council for its approval a master plan for the physical development of the city, hold hearings relative to zoning and changes in the zoning ordinance and make recommendations thereon to Council, and assist Council in considering and recommending a plan for capital improvements. Where not otherwise provided by Charter or ordinance, the Planning and Zoning Commission shall have the power, perform the functions, and follow the procedures set forth in the statutes of the State of Colorado.

The Planning & Zoning Commission is composed of seven (7) members appointed by City Council. Each member is appointed for a term of three (3) years and may serve up to three (3) consecutive terms.

Council has sole discretion and final approval concerning appointments and the interview schedule.

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

The Planning and Zoning Commission has two (2) terms ending December 31, 2026. The online application opened on July 13, 2026 and a press release was sent out on July 20, 2026. Three (3) applications have been received; one (1) of which is a current member who is seeking reappointment.

Among the applicants are the following:

Sonda Sunny Banka (seeking reappointment)
Mark Fossey
Nicholas Richardson

FISCAL IMPACT

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

☐ Revenue Impact

☐ Budgeted Expenditure Impact

☐ Non-Budgeted Expenditure Impact

☐ Workload Impact

☒ No Fiscal Impact

REVENUE IMPACT

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

N/A

BUDGETED EXPENDITURE IMPACT

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

N/A

NON-BUDGETED EXPENDITURE IMPACT

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

N/A

WORKLOAD IMPACT

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

N/A

QUESTIONS FOR COUNCIL

Does Council wish to reappoint Sonda ‘Sunny’ Banka to the Planning and Zoning Commission?

Does Council wish to approve the Proposed Interview and Appointment Schedule to initiate the interview process to fill the positions with terms ending December 31, 2026 on the Planning and Zoning 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 Planning and Zoning Commission shall consist of seven members. All members shall be registered electors for at least one year immediately preceding their appointment. (City Code § 106-29) Commission members are appointed for a three year term and may serve up to three consecutive terms. (City Code § 2-772 and Resolution R2025-78) (Wood)



TO: Mayor and Council Members

FROM: Kadee Rodriguez, City Clerk

DATE: September 14, 2026

RE: Planning & Zoning Commission Vacancies

Board Member Roster

Name	Term Ends
Sonda 'Sunny' Banka (seeking reappointment)	2026
Gayle Jetchick (term limited)	2026
Michael Riley	2027
Becky Hogan	2027
Garrett Walls	2027
Robin Becker	2028
Melvin Bush	2028

Commission Composition

- **Composition:** Seven (7) members
- **Term Length:** Three (3) year overlapping terms
- **Term Expiration Date:** December 31st
- **Term Limit:** Three (3) consecutive terms. Members who are term limited must wait one full term before reapplying.

References

City Code: <https://aurora.municipal.codes/Code/106>

Unified Development Ordinance (UDO): <https://aurora.municipal.codes/UDO/146-5>

City Charter: <https://aurora.municipal.codes/Charter/9-5>

[Online application](#)



Planning & Zoning Commission Proposed Interview & Appointment Schedule

TO: Mayor and Council Members
FROM: Kadee Rodriguez, City Clerk
DATE: September 14, 2026

Planning and Zoning Commission Application open [online](#).

9/14/2026	Proposed schedule presented to council (Study Session)
10/23/2026	Deadline to submit an application
10/30/2026	Deadline for council to submit rankings
11/9/2026	Council determines candidates to be interviewed (Council Meeting)
11/10/2026	Request for background checks submitted
11/23/2026	Council interviews candidates (Study Session)
12/7/2026	Council appoints commissioners (Council Meeting)

Planning And Zoning Commission

Applicant Package - Ward IV

Planning And Zoning Commission - Ward IV

Term 01 Jan 2027 - 31 Dec 2029

Positions Available 2

Number of applicants in this package 1

- Banka, Sonda Sunny

Received: 07/31/2026

Ward IV Resident and Registered Voter

Arapahoe County

Vetted: 07/31/2026

Marcus Bond

Name: Banka, Sonda Sunny

Address: [REDACTED]

Email: [REDACTED]

Board Name: Planning and Zoning Commission

How long have you lived in Aurora?:

[REDACTED]

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 :

13

Degree(s) Received:

none

College(s) Attended:

Arapahoe Community College

Employer Name:

Self, Sunny Homes and Associates, Inc

Employer Address:

16629 E Atlantic Pl, Aurora CO 80013

Current Position:

Broker, Owner, Realtor

Years with Current Employer:

46 years

1.Previous Employer Name:

American Paper Company

Position:

Fine Paper Buyer

Years with Previous Employer:

3

Reason for Leaving:

Got Married

2.Previous Employer Name:

Cherry Creek Schools

Position:

Purchasing Agent and Payroll

Years with Previous Employer:

3 years

Reason for leaving:

Better Job

3. Previous Employer Name:

High School in Boise Idaho

Position:

Student

Years with Previous Employer:

3

Reason for Leaving:

Graduated and moved to Denver

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?:

CABC Citizens Advisory Budget Committee

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

Yes

Why do you desire this appointment? :

I am and have been a Realtor in Aurora for over 46 years. I love knowing what is going on in the City I work, play and serve in.

List your interests and activities.

:

Public Policy, Governmental Affairs, My Kids, grandkids, dogs, swimming, reading, learning.

List licenses, special training and certificates related to this board or that you would like to share with us. :

Realtor License since 1980

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

No

If yes, please explain. :

None

Full Name:

Nick Bakone

Address:

Phone Number:

[REDACTED]

Full Name:

Mel Snook

Address:

[REDACTED]

Phone Number:

[REDACTED]

Full Name:

Robert "Bob" Legare

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 Planning & Zoning Commission I must meet the following requirements as outlined in [Section 146-5.1.2](#) of the City Code:

- Be a "Registered Elector", as defined in Aurora City Code Section 54-2, for at least one year immediately preceding appointment
- Reside within the municipal boundaries of the City of Aurora, Colorado
- Not hold any paid office or position in the city administration:

I agree

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

I agree

Signature:

Sonda Y Banka

Date:

07-31-2026

Time of Submission: 07/31/26 3:51:59 PM

Attachments

- Get To Know Your REALTOR Sunny Banka (1).pdf



Know your REALTOR® Sonda “Sunny” Banka

I am a leader who understands the challenges and opportunities facing the real estate industry. I am an experienced Realtor having been licensed since 1980. I have seen many changes over the past 44 years and know that I would be a committed leader for the Colorado Association of Realtors. Here is Why:

EXPERIENCE

I bring over four decades of experience in the real estate industry, giving me a deep understanding of the needs and concerns of my fellow Realtors across Colorado.

As a seasoned Realtor I have navigated various market conditions and changes, demonstrating adaptability and resilience in the face of challenges.

VISION

I am committed to focusing on the future of the Realtor organization and the real estate industry in Colorado by looking to innovation, sustainability, and inclusivity. I have strong desire to make sure that this industry is a great business for future generations of Realtors, Leaders, home buyers and sellers. I will make it my mission to ensure that Colorado Realtors find value and stay ahead of the curve.

ADVOCACY

I am dedicated to advocating for the interests of Realtors and our homeowners at the local, state and national levels. I firmly believe that Advocacy is a significant part of the value that the Realtor organization provides. I am not aware of any other organization that works as hard as the Realtors for fair regulations and policies that promote homeownership and protection of our Realtor membership. I have had the opportunity to serve on the Legislative Policy Committee for over 20 years. I have given testimony on numerous issues over the past 20 years, including water, carbon monoxide detectors, commission issues, and landlord tenant issues. I have served on CARPAC as a trustee and the chair. I was also honored by President Natalie Davis to serve as her Governmental Division Vice President on the leadership Council. You can trust that I will continue to step up and work to protect your interests. I also serve as a volunteer on the Aurora Planning Commission as an appointed commissioner, I continue to serve on the Citizens Advisory Budget Committee for the City of Aurora, a position that I have been appointed to by the past five Aurora Mayors.



LEADERSHIP

I have a proven track record of leadership, having served in various roles within the real estate community, including Chair of the Aurora Assoc. of Realtors in 1996 and 2016, CAR Treasurer, CAR Member Services Division Chair, and CAR Governmental Affairs Division Chair. I have also served on numerous committees including member services, finance, LPC, CARPAC, and I continue to serve as a spokesperson for the Colorado Association of Realtors.

COMMUNITY

I am actively engaged in the community serving as the Governmental Affairs vice chair for the Chamber of Commerce. I have served as a member of the Board of Directors for the Leadership Aurora BOD and currently serve on the Emerging leaders board for the Aurora Chamber. As mentioned previously, I am very involved in several areas of the City of Aurora and have a proven track record of bringing people together. I also serve in my Church working with the teenagers. I have a strong commitment to making a positive impact beyond the realm of real estate.

COMMITMENT

I am a dedicated, hardworking, high energy professional, who will do my best to help make your move as easy and simple as possible. I have built my business on referrals and my commitment to be a real estate advocate and resource for my clients, as well as their friends and family, not just during their home sale or purchase, but long after as well.

I currently serve in these industry related capacities:

South Metro Denver REALTOR Assoc.

- Colo. Assoc. of REALTORS® Appointed Director
- REALTOR Political Action Committee Chair
- Governmental Affairs Committee
- Statistics Committee

Colorado Association of REALTORS®

- Legislative Policy Committee
- Finance Committee
- Board of Director
- Spokesperson & Community Liason

National Association of REALTORS®

- Legal and Risk Management Committee

Kaplan Professional Schools (since 2005)

- Real Estate Pre-Licensing Instructor
- Real Estate Continuing Ed. Instructor

City of Aurora

- Planning Commissioner
- Citizens Advisory Budget Committee Member

Aurora Chamber of Commerce

- Vice Chair Governmental Affairs
- Emerging Leader Board Member
- Residential Real Estate Council
- State Leadership Team - Membership



Industry & Professional Recognition:

- 2024 recipient of the South Metro Denver REALTOR® Association's Oliver Frasca Award for Leadership & Excellence in Real Estate
- 2024 recipient of the Operation Circle Back Award for Outstanding Contributions to Our Nation's Veterans
- Distinguished Service Award Recipient (multiple times) with the Colorado Association of REALTORS®
- President of the Aurora Assoc. of REALTORS® 2016 and 1996
- Class of 2014 Aurora Chamber of Commerce Leadership Aurora Graduate
- Treasurer of the Colorado Assoc. of REALORS® 2010-2012
- 1998 Aurora REALTOR® of the Year
- Graduate REALTOR Institute (GRI)
- Certified Residential Specialist (CRS)
- Aurora Association of REALTORS® Masters Club Award Recipient for Top Production, Volunteerism and Education every year from 1992-2020 **The Aurora Association of REALTORS merged with the South Metro Denver REALTOR Association in 2020*
- 2002 Board President for MetroBrokers, Inc.
- Metrolist (aka REColorado) Director 1997-2002

Sonda "Sunny" Banka
Broker-Owner, GRI, CRS
Sunny Homes and Associates, Inc.



Planning And Zoning Commission

Applicant Package - Ward IV

Planning And Zoning Commission - Ward IV

Term 01 Jan 2027 - 31 Dec 2029

Positions Available 2

Number of applicants in this package 1

- Fossey, Mark

Received: 08/06/2026

Ward IV Resident and Registered Voter

Arapahoe County

Vetted: 08/07/2026

Marcus Bond

Name: Fossey, Mark

Address: [REDACTED]

Email: [REDACTED]

Board Name: Planning and Zoning Commission

How long have you lived in Aurora?:

53 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 :

5

Degree(s) Received:

Associate of Arts

College(s) Attended:

Colorado Mountain College, Colorado University in Denver.

Employer Name:

Caregivers Village (Ind Contractor

Employer Address:

Aurora

Current Position:

Home Healthcare worker

Years with Current Employer:

3

1.Previous Employer Name:

Metro Taxi (Ind Contractor)

Position:

Driver

Years with Previous Employer:

6

Reason for Leaving:

I found an even better job.

2.Previous Employer Name:

Where 2 Transportation (Ind Contractor)

Position:

Driver

Years with Previous Employer:

7

Reason for leaving:

I moved to Seattle for about a year.

3. Previous Employer Name:

Noble Cause (Ind Contractor)

Position:

Knight

Years with Previous Employer:

10

Reason for Leaving:

NA, I can go back to the seasonal job if I want it.

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? :

I would like to help plan the city. I have lived here a long time. I know what works and what does not work.

List your interests and activities.

:

Music, horses, driving, helping others.

List licenses, special training and certificates related to this board or that you would like to share with us. :

Taxi driving, defensive driving, pizza driving, chaffeur driving, horsemanship stunt training.

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

No

If yes, please explain. :

na

Full Name:

Randall Ames

Address:

[REDACTED]

Phone Number:

[REDACTED]

Full Name:

Pau Storm

Address:

[REDACTED]

Phone Number:

[REDACTED]

Full Name:

Jim Flynn

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 Planning & Zoning Commission I must meet the following requirements as outlined in [Section 146-5.1.2](#) of the City Code:

- Be a "Registered Elector", as defined in Aurora City Code Section 54-2, for at least one year immediately preceding appointment
- Reside within the municipal boundaries of the City of Aurora, Colorado
- Not hold any paid office or position in the city administration:

I agree

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

I agree

Signature:

Mark D Fossey

Date:

08062026

Time of Submission: 08/06/26 7:23:48 PM

Planning And Zoning Commission

Applicant Package - Ward II

Planning And Zoning Commission - Ward II

Term 01 Jan 2027 - 31 Dec 2029

Positions Available 2

Number of applicants in this package 1

- Richardson, Nicholas

Received: 08/27/2026

Ward II Resident and Registered Voter

Arapahoe County

Vetted: 08/27/2026

Marcus Bond

Name: Richardson, Nicholas

Address: [REDACTED]

Email: [REDACTED]

Board Name: Planning and Zoning Commission

How long have you lived in Aurora?:

5 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 :

4

Degree(s) Received:

Bachelor's of Computer Science

College(s) Attended:

Winona State University

Employer Name:

Raytheon

Employer Address:

16800 Hughes Dr, Aurora, CO 80011

Current Position:

Senior Software Engineer

Years with Current Employer:

3 years

1.Previous Employer Name:

Lockheed Martin

Position:

Software engineer

Years with Previous Employer:

.5

Reason for Leaving:

Left for similar and closer job at Raytheon

2.Previous Employer Name:

ERI Group

Position:

Software Engineer

Years with Previous Employer:

.5

Reason for leaving:

Was a small contract gig

3. Previous Employer Name:

ConMed

Position:

Software Engineer

Years with Previous Employer:

2

Reason for Leaving:

Left for a higher paying job

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?:

Adjustments and Appeals

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

Yes

Why do you desire this appointment? :

I'd prefer to be on a board that I am more passionate about like this one.

List your interests and activities.

:

Software, biking, foodie, brewing, improv acting, and video games

List licenses, special training and certificates related to this board or that you would like to share with us. :

I have my training from my time being on the board of adjustments and appeals.

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

No

If yes, please explain. :

N/A

Full Name:

Alyssa Anderson

Address:

Phone Number:

[REDACTED]

Full Name:

Grant Martin

Address:

[REDACTED]

Phone Number:

[REDACTED]

Full Name:

Eric Kearney

Address:

[REDACTED]

Phone Number:

[REDACTED]

How did you hear about us? :

City Publication (i.e. News Aurora or This is Aurora)

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I agree

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

I agree

Signature:

Nicholas Eric Richardson

Date:

08/27/2026

Time of Submission: 08/27/26 2:14:02 PM