NOTICE OF COUNCIL MEETING

VIRTUAL MEETING (Open to the Public)
Monday, January 27, 2025

Members of the Aurora City Council will participate remotely in the January 27, 2025 Council Meeting. Members of the public and media are invited to view or listen live through the options listed below.

www.auroraTV.org

Youtube.com/TheAuroraChannel

Cable Channels 8 and 880 in Aurora

Call: 885-695-3475

Call-in Participation for Comments on Agenda Items

There will be no Public Invited to be Heard during the January 27, 2025 regular council meeting.

Public comment is welcome for items appearing on the agenda. Individuals wishing to comment on an agenda item may call the live public comment line at 855-695-3475 and press *3 to reach the operator. The public call-in line opens at 6 p.m. on the day of the council meeting. Individuals must call in and be in the queue before the city clerk reads the agenda item title. Once the title is read, no additional calls for that item will be accepted. Speaker order is based on a first-come, first-served basis, determined by the time the individual calls in and is placed on the queue.

Translation/Accessibility

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

If you are in need of an interpreter, please contact the Office of International and Immigrant Affairs at 303-739-7521 by Monday, January 27, 2025 at 9:00 a.m. (Si necesita un intérprete, comuníquese con la oficina de asuntos internacionales e inmigrantes en 303-739-7521 por el domingo anterior a la reunion del lunes.)

City of Aurora, Colorado

Monday, January 27, 2025

EXECUTIVE SESSION OF THE AURORA CITY COUNCIL

(Closed to the Public)
VIRTUAL MEETING
3:55 p.m.

STUDY SESSION OF THE AURORA CITY COUNCIL

(Open to the Public)
VIRTUAL MEETING
5:15 p.m.

REGULAR MEETING OF THE AURORA CITY COUNCIL

(Open to the Public)
VIRTUAL MEETING
6:30 p.m.

AGENDA

Regular Meeting of the
Aurora City Council

Monday, January 27, 2025
6:30 p.m.
VIRTUAL MEETING

Pages

1. CALL TO ORDER

2. ROLL CALL

3. INVOCATION/MOMENT OF SILENCE

4. PLEDGE OF ALLEGIANCE

5. EXECUTIVE SESSION UPDATE

6. APPROVAL OF MINUTES

   6.a January 13, 2025 Meeting Minutes 13

7. PROCLAMATIONS OR CEREMONIES

8. PUBLIC INVITED TO BE HEARD

   There will be no public comment on non-agenda related issues during the January 27, 2025 Council Meeting.

9. ADOPTION OF THE AGENDA

10. CONSENT CALENDAR - MOTIONS

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

    10.a Motions

    10.b Planning Matters

10.c Appointments to Boards and Commissions

10.c.1 **Consideration to Reappoint Two (2) Members to the Citizens' Water Advisory Commission** 30

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

10.c.2 **Consideration to Appoint One (1) Member to the Election Commission** 43

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

10.c.3 **Consideration to Reappoint Three (3) Members and to Appoint Two (2) Members to the Human Relations Commission** 54

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

10.c.4 **Consideration to Appoint One (1) Member to the Judicial Performance Commission** 93

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

10.c.5 **Infrastructure Task Force Ad-hoc Policy Committee Appointment** 102

Sponsor: Curtis Gardner, Council Member

Laura Perry, Deputy City Manager / Jack Bajorek, Chief Deputy City Attorney

11. CONSENT CALENDAR - RESOLUTIONS AND ORDINANCES

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

11.a Resolutions

11.a.1 **Directing the City Manager to Allocate the Funds of the Occupational Privilege Tax** 107

R2024-138 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, DIRECTING THE CITY MANAGER TO ALLOCATE THE REVENUES OF THE OCCUPATIONAL PRIVILEGE TAX OF ARTICLES V AND VI OF CHAPTER 130 OF THE CITY CODE OF THE CITY OF AURORA TO FUND TWO FIRE STATIONS, AND THE REMAINING BALANCE TO FUND PUBLIC SAFETY OPERATIONS

Sponsor: Françoise Bergan, Council Member / Curtis Gardner, Council Member

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

11.a.2 **Designation of 13th Avenue Station as a Blighted Area** 113

R2025-07 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, ORDERING THAT A PUBLIC HEARING BE CONDUCTED REGARDING THE DESIGNATION OF THE PROPOSED 13TH AVENUE STATION URBAN RENEWAL AREA AS A BLIGHTED AREA APPROPRIATE FOR URBAN RENEWAL

Sponsor: Angela Lawson, Council Member

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

11.a.3 **City Acceptance of AURA Loan Agreement to Support Infrastructure Construction in the 13th Avenue Station Area** 151

R2025-08 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING THE LOAN AGREEMENT BETWEEN THE AURORA URBAN RENEWAL AUTHORITY AND THE CITY OF AURORA, COLORADO, FOR THE FINANCING OF THE 13TH AVENUE STATION PROJECT

Sponsor: Angela Lawson, Council Member

Jennifer Orozco, Senior Development Project Manager, Planning and Business Development / Hanosky Hernandez, Senior Assistant City Attorney

11.a.4 **Second Amendment to Intergovernmental Agreement (IGA) with Colorado Department of Transportation (CDOT) for Westerly Creek to Toll Gate Creek Trail** 161

R2025-09 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING THE SECOND AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF AURORA AND THE STATE OF COLORADO DEPARTMENT OF TRANSPORTATION (CDOT) REGARDING THE WESTERLY CREEK TRAIL TO TOLL GATE CREEK TRAIL CONNECTOR (BICYCLE/PEDESTRIAN CONNECTIONS INCLUDING THE R/H-LINE FLORIDA STATION)

Waiver of reconsideration is requested as the Intergovernmental Agreement (IGA) is to expire in March and this amendment is only to close out the project on the CDOT funding side while all reimbursements and adjustments on the city side have been completed.

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

11.a.5 **Intergovernmental Agreement (IGA) with Colorado Department of Transportation (CDOT) for Box Elder Creek Roadway Erosion and Flood Protection Project** 189

R2025-10 A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, FOR THE INTERGOVERNMENTAL AGREEMENT BETWEEN CITY OF AURORA AND COLORADO DEPARTMENT OF TRANSPORTATION FOR THE BOX ELDER CREEK ROADWAY EROSION AND FLOOD PROTECTION PROJECT

A waiver of reconsideration is requested due to a time-sensitive legal requirement. This IGA with CDOT must be executed in order to be reimbursed for project costs. Staff would like to execute the IGA as quickly as possible due to the changing of administration on January 20th as this is a federal grant.

Sponsor: Stephanie Hancock, Council Member

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

11.a.6 **Disposition of Surplus Property in Washington County** 338

R2025-11 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING THE CONTRACT TO SELL REAL ESTATE (LAND) IN WASHINGTON COUNTY, COLORADO, KNOWN AS THE THOMPSON PARCEL WHICH WAS PREVIOUSLY DECLARED SURPLUS

Waiver of Reconsideration is being requested to meet the closing date and devest City's responsibility to maintain the property.

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

11.a.7 **Approval of an Oil and Gas Lease Award** 380

R2025-12 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL'S APPROVAL OF AN OIL AND GAS LEASE AGREEMENT WITH BIGHORN OIL AND GAS, LLC, FOR CITY-OWNED MINERAL INTERESTS WITHIN SECTION 17, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERDIAN, COUNTY OF ADAMS, STATE OF COLORADO CONTAINING APPROXIMATELY 3.03 ACRES

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

11.a.8 **Elora Waterline Intergovernmental Agreement** 406

R2025-13 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL'S SUPPORT OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF AURORA COLORADO, ACTING BY AND THROUGH ITS UTILITY ENTERPRISE, MU ELORA, LLC A COLORADO LIMITED LIABILITY COMPANY, ELORA METROPOLITAN DISTRICT, ELORA COMMERCIAL METROPOLITAN DISTRICT AND THE BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY FOR THE INSTALLATION OF THE ELORA WATERLINE

Waiver of reconsideration requested due to the property ownership transfer from MU Elora to the builder and the short timeframe for the developer to get the waterline installed.

Vern Adam, Deputy Director of Planning and Engineering, Aurora Water / Ian Best, Assistant City Attorney

11.a.9 **DOLA Local Match Program Application for RAISE (Montview Boulevard Project)** 474

R2025-14 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL'S DESIRE TO AUTHORIZE THE CITY MANAGER OR DESIGNEE TO APPLY FOR A GRANT ADMINISTERED BY THE COLORADO DEPARTMENT OF LOCAL AFFAIRS FOR A PROJECT LOCATED ON MONTVIEW BOULEVARD, AND OTHER RELATED MATTERS

Waiver of reconsideration requested due to competitive, limited nature of funding available.

Sponsor: Stephanie Hancock, Council Member

Laura Perry, Deputy City Manager / Hanosky Hernandez, Senior Assistant City Attorney

11.b **Finalizing of Ordinances**

Ordinances approved unanimously at first reading.

11.b.1 Tower Church Rezone – Zoning Map Amendment 490

2025-01 FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, FOR A ZONING MAP AMENDMENT TO REZONE 4.285 ACRES OF LAND TO MEDIUM DENSITY MULTI-FAMILY DISTRICT (R-3), LOCATED AT THE NORTHWEST CORNER OF EAST 22ND PLACE AND CATHAY STREET (TOWER CHURCH REZONE)

Stacy Wasinger, Senior Planner, Planning and Business Development / Lena McClelland, Assistant City Attorney

12. PUBLIC HEARINGS

Public hearings with or without related ordinances.

12.a Windler Zoning Map Amendments – Parcel A 553

2025-02 A PUBLIC HEARING AND CONSIDERATION OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, FOR A ZONING MAP AMENDMENT TO REZONE APPROXIMATELY 24.4 ACRES OF LAND TO MEDIUM-DENSITY RESIDENTIAL DISTRICT (R-2), LOCATED AT THE SOUTHEAST CORNER OF 56TH AVENUE AND E-470 (WINDLER PARCEL A REZONE)

Aja Tibbs, Planning Supervisor, Planning and Business Development / Lena McClelland, Assistant City Attorney

12.b Windler Zoning Map Amendment – Parcel B 577

2025-03 A PUBLIC HEARING AND INTRODUCTION OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, FOR A ZONING MAP AMENDMENT TO REZONE APPROXIMATELY 20.2 ACRES OF LAND TO MEDIUM-DENSITY RESIDENTIAL DISTRICT (R-2), LOCATED AT THE SOUTHEAST CORNER OF 56TH AVENUE AND E-470 (WINDLER PARCEL B REZONE)

Aja Tibbs, Planning Supervisor, Planning and Business Development / Lena McClelland, Assistant City Attorney

12.c Windler Zoning Map Amendment Parcel C 584

2025-04 A PUBLIC HEARING AND INTRODUCTION OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, FOR A ZONING MAP AMENDMENT TO REZONE APPROXIMATELY 20.0 ACRES OF LAND TO MEDIUM-DENSITY RESIDENTIAL DISTRICT (R-2), LOCATED AT THE SOUTHEAST CORNER OF 56TH AVENUE AND E-470 (WINDLER PARCEL C REZONE)

Aja Tibbs, Planning Supervisor, Planning and Business Development / Lena McClelland, Assistant City Attorney

12.d Windler Zoning Map Amendments – Parcel D 592

2025-05 A PUBLIC HEARING AND INTRODUCTION OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, FOR A ZONING MAP AMENDMENT TO REZONE APPROXIMATELY 84.0 ACRES OF LAND TO MIXED-USE AIRPORT DISTRICT (MU-A), LOCATED AT THE SOUTHEAST CORNER OF 56TH AVENUE AND E-470 (WINDLER PARCEL D REZONE)

Aja Tibbs, Planning Supervisor, Planning and Business Development / Lena McClelland, Assistant City Attorney

12.e Urban Cottages Jewell - Zoning Map Amendment 601

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

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

12.f Aurora Places Comprehensive Plan Amendment 632

2025-07 A PUBLIC HEARING AND CONSIDERATION OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, AMENDING THE 2018 COMPREHENSIVE PLAN TO CHANGE THE PLACETYPE FROM INDUSTRY HUB TO EMERGING NEIGHBORHOOD FOR THE AREA GENERALLY LOCATED EAST OF POWHATON ROAD BETWEEN E 49TH AND E 26TH AVENUE (ATEC COMPREHENSIVE PLAN AMENDMENT)

Stacy Wasinger, Senior Planner, Planning and Business Development / Lena McClelland, Assistant City Attorney

13. INTRODUCTION OF ORDINANCES

13.a Unified Development Ordinance Text Change - Residential Fence Height Along Collector and Arterial Streets 693

2025-08 FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, AMENDING SECTION 146-4.7.9 OF THE UNIFIED DEVELOPMENT ORDINANCE PERTAINING TO FENCING

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

13.b Unified Development Ordinance Text Change to Allow Duplexes on Motor Courts 723

2025-09 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, AMENDING SECTION 146-4.2.3 OF THE UNIFIED DEVELOPMENT ORDINANCE PERTAINING TO GREEN COURTS AND MOTOR COURTS

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

13.c **Financing for New Golf Carts and Course Maintenance Equipment** 758

2025-10 FOR AN ORDINANCE AUTHORIZING THE USE OF LEASE-PURCHASE FINANCING TO ACQUIRE CERTAIN GOLF EQUIPMENT PURSUANT TO THE TERMS OF AN EQUIPMENT LEASE-PURCHASE AGREEMENT BY AND BETWEEN THE AURORA CAPITAL LEASING CORPORATION, AS LESSOR, AND THE CITY OF AURORA, COLORADO, AS LESSEE; AUTHORIZING OFFICIALS OF THE CITY TO TAKE ALL ACTION NECESSARY TO CARRY OUT THE TRANSACTIONS CONTEMPLATED HEREBY; AND OTHER RELATED MATTERS

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

13.d **Revision to Section 2-668 of Article VI Chapter 2 of the City Code** 765

2025-11 FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, AMENDING SECTION 2-668 OF ARTICLE VI OF CHAPTER 2 OF THE CITY CODE PERTAINING TO CONTRACTS AND PURCHASING

Nathan Jones, Procurement Supervisor, Finance / Hanosky Hernandez, Senior Assistant City Attorney

13.e **Notice of Requirements and Available Shelter Options in the Abatement of Unauthorized Camps** 770

2025-12 FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, AMENDING SECTIONS 94-122, 114-107, 114-108, 114-109, AND 114-110 OF THE CITY CODE PERTAINING TO NOTICE REQUIREMENTS AND AVAILABLE SHELTER OPTIONS IN THE ABATEMENT OF UNAUTHORIZED CAMPS

Sponsor: Steve Sundberg, Mayor Pro Tem / Angela Lawson, Council Member

Jason Batchelor, City Manager / Tim Joyce, Assistant City Attorney

13.f Stanley 98 Street Vacation 1.0 779

2025-13 FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, VACATING THE NORTHERN PORTION OF THE PUBLIC RIGHT-OF-WAY FOR JAMAICA STREET, LOCATED BETWEEN EAST 25TH AVENUE AND EAST 26TH PLACE, AND BETWEEN IRONTON STREET AND JOLIET STREET

Arian Muca, Planner II, Planning and Business Development / Lena McClelland, Assistant City Attorney

13.g Stanley 98 Street Vacation 2.0 797

2025-14 FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, VACATING A PORTION OF A 16-FOOT WIDE ALLEY RIGHT-OF-WAY, DEDICATED BY BOOK 422, PAGE 366, IN BLOCK 103, THE PLAT OF BOSTON HEIGHTS 2ND FILING, SITUATED IN THE NORTHWEST 1/4 OF SECTION 35, TOWNSHIP 3 SOUTH, RANGE 67 WEST OF THE 6TH P.M., LOCATED NORTH OF EAST 25TH AVENUE, AND BETWEEN IRONTON STREET AND JAMAICA STREET

Ariana Muca, Planner II, Planning and Business Development / Lena McClelland, Assistant City Attorney

13.h Stanley 98 Street Vacation 3.0 813

2025-15 FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, VACATING THE NORTHERN PORTION OF THE PUBLIC RIGHT-OF-WAY FOR JAMAICA STREET, LOCATED BETWEEN EAST 25TH AVENUE AND EAST 26TH PLACE, AND BETWEEN IRONTON STREET AND JOLIET STREET

Ariana Muca, Planner II, Planning and Business Development / Lena McClelland, Assistant City Attorney

13.i Stanley 98 Street Vacation 4.0 830

2025-16 FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, VACATING A PORTION OF THE PUBLIC RIGHT-OF-WAY FOR EAST 26TH PLACE, LOCATED BETWEEN EAST 25TH AVENUE AND EAST 25TH DRIVE, AND BETWEEN JAMAICA STREET AND JOLIET STREET

Ariana Muca, Planner II, Planning and Business Development / Lena McClelland, Assistant City Attorney

14. FINALIZING OF ORDINANCES

Ordinances not approved unanimously at first reading.

15. ANNEXATIONS

16. RECONSIDERATIONS AND CALL UPS

17. GENERAL BUSINESS

17.a Determination of Final Candidates to be Interviewed for the Civil Service Commission Vacancies 846

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

17.b Discussion and Possible Action Regarding Future In-Person or Virtual Council Meetings 891

Peter Schulte, City Attorney

18. REPORTS

18.a Mayor

18.b Council

19. PUBLIC INVITED TO BE HEARD

There will be no public comment on non-agenda related issues during the January 27, 2025 Council Meeting.

20. ADJOURNMENT

MINUTES

Regular Meeting of the Aurora City Council

Monday, January 13, 2025

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

COUNCIL MEMBERS ABSENT: Curtis Gardner

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1. CALL TO ORDER

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

2. ROLL CALL

3. INVOCATION/MOMENT OF SILENCE

Mayor Coffman led in prayer for the January 13, 2025 meeting.

4. PLEDGE OF ALLEGIANCE

(All Standing)

5. EXECUTIVE SESSION UPDATE

Mayor Coffman provided an update on the Executive Session, stating the sale of city-owned properties and lease agreements were discussed.

Mayor Coffman read a land acknowledgement.

6. APPROVAL OF MINUTES

6.a December 16, 2024 Meeting Minutes

Moved by: Steve Sundberg

Second by: Stephanie Hancock

Does Council wish to approve the minutes of the December 16, 2024 meeting?

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

Abstain: (1): Amsalu Kassaw

Absent: (1): Curtis Gardner

7. PROCLAMATIONS OR CEREMONIES

7.a Swearing-in Ceremony of Presiding Judge, Current Associate Judges, and Current Relief Judges

Don Toussaint, 18th Judicial District Court

7.b Swearing-in Ceremony of Appointed At-Large Council Member Amsalu Kassaw

Shawn Day, Presiding Judge, Aurora Municipal Court

8. PUBLIC INVITED TO BE HEARD

(non-agenda related issues only)

Council heard public testimony on non-agenda related items.

Moved by: Stephanie Hancock

Second by: Danielle Jurinsky

CM Coombs stated there was a proposal on the agenda to make this the rule, and if Council decides to pass it, that is fine, but the people attending did not know that in advance, and therefore, should still be able to speak at the normal time.

Mayor Coffman responded that the motion would not be a permanent rule, but for this meeting only.

CM Coombs expressed she understood that, but the people who came and signed up before 6:20, as directed, should have had the respect of being able to have the current rules be what is exercised.

CM Bergan added that on the agenda item 11.a.6., where they discuss whether to move public invited to be heard, she will have an amendment to propose.

Does Council with to suspend the Council Rules and move Public Invited to be Heard after Council Reports?

Voting Aye: (7): Mayor Coffman, Françoise Bergan, Stephanie Hancock, Danielle Jurinsky, Angela Lawson, Steve Sundberg, and Amsalu Kassaw

Voting Nay: (3): Alison Coombs, Ruben Medina, and Crystal Murillo

Absent: (1): Curtis Gardner

9. ADOPTION OF THE AGENDA

Moved by: Steve Sundberg

Second by: Angela Lawson

Does Council wish to adopt the agenda as presented?

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

Absent: (1): Curtis Gardner

10. CONSENT CALENDAR - MOTIONS

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

Moved by: Steve Sundberg

Second by: Alison Coombs

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

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

Absent: (1): Curtis Gardner

10.a Motions

10.a.1 Visit Aurora 2025 Professional Services Agreement

Kim Stuart, Director of Communications and Marketing / Kim Skaggs, Assistant City Attorney

10.b Planning Matters

10.c Appointments to Boards and Commissions

10.c.1 Consideration to Remove Two (2) Members from the Aurora Youth Commission

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

10.c.2 Consideration to Reappoint One (1) Member to the General Employees' Retirement Board

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

11. CONSENT CALENDAR - RESOLUTIONS AND ORDINANCES

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

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

Moved by: Steve Sundberg

Second by: Danielle Jurinsky

Does Council wish to approve the Resolutions and Ordinances Consent Calendar with items 11.a.5 and 11.a.6 removed?

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

Absent: (1): Curtis Gardner

11.a Resolutions

11.a.1 Intergovernmental Agreement (IGA) with Elbert County and MU Elora LLC for County Line and Delbert Intersection Signal Funding

R2025-01 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF AURORA, COLORADO, THE BOARD OF COUNTY COMMISSIONERS OF ELBERT COUNTY, COLORADO, AND MU ELORA LLC, FOR THE CONSTRUCTION OF A TRAFFIC SIGNAL AT THE INTERSECTION OF COUNTY ROAD 194 AND DELBERT ROAD

Haley Johansen, City Engineer, Development Services / Brian Rulla, Assistant City Attorney

11.a.2 Intergovernmental Agreement (IGA) for County Line Maintenance with Arapahoe and Elbert Counties

R2025-02 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL'S SUPPORT OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF AURORA COLORADO, THE BOARD OF COUNTY COMMISIONERS FOR THE COUNTY OF ARAPAHOE AND THE BOARD OF COUNTY COMMISSIONERS FOR THE COUNTY OF ELBERT

Haley Johansen, City Engineer, Development Services / Ian Best, Assistant City Attorney

11.a.3 Intergovernmental Agreement (IGA) with Colorado Parks and Wildlife Commission for a Lease Extension

R2025-03 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL'S SUPPORT OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF AURORA COLORADO ACTING BY AND THROUGH ITS UTILITY ENTERPRISE AND THE STATE OF COLORADO DEPARTMENT OF NATURAL RESOURCES

Alexandra Davis, Assistant General Manager of Water Supply and Demand, Aurora Water / Ian Best, Assistant City Attorney

11.a.4 E-470 Reclaimed Wastewater Agreement

R2025-04 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL'S APPROVAL OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF AURORA, COLORADO, ACTING BY AND THROUGH ITS UTILITY ENTERPRISE AND THE E-470 PUBLIC HIGHWAY AUTHORITY FOR DELIVERY OF RECLAIMED WASTEWATER

Alexandra Davis, Assistant General Manager of Water Supply and Demand, Aurora Water / Ian Best, Assistant City Attorney

11.a.5 Immigration Support

R2025-05 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, SUPPORTING IMMIGRANT COMMUNITIES AND AFFIRMING COMMITMENT TO THE AURORA IMMIGRANT INTEGRATION PLAN 2020-2030

Sponsor: Alison Coombs, Council Member

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

CM Coombs explained this resolution was in light of the amount of fear and concern for immigrants in the community on potential deportation and rhetoric that does not value their contributions to the community to affirm as a city our value and support of them.

The Council heard public testimony on the agenda item.

Mayor Coffman offered an amendment to the item in the last "WHEREAS" clause which says, "Whereas the incoming Presidential Administrations threats of mass deportation risk undermining Aurora's process, damaging trust and creating fear among immigrant communities". He proposed changing it to "The incoming Presidential Administration has created uncertainty about the future of Aurora residents who are in the United States under the Temporary Protected Status Program, the Deferred Action for Childhood Arrivals Program, or have been placed on humanitarian parole pending the adjudication of their asylum claims."

CM Coombs asked if there was a reason to strike the second part. She understood that Mayor Coffman wanted to replace "threats of mass deportation" with the clause he stated. She asked if they could retain the rest of the phrase that includes, "risk creating fear, undermining trust," etc.?

Mayor Coffman agreed with that. He added that the key thing is it would be qualified to the different categories he mentioned.

CM Coombs expressed that she believes that all immigrants should be supported, but will accept that as a friendly amendment.

Mayor Coffman stated that the second amendment would be under Section 1, "The Aurora City Council resolves as follows" amendment of Immigrant Communities, "The City of Aurora reaffirms its steadfast support for its immigrants and stands in opposition to federal policies that promote fear, division, or mass deportation." He proposed to change that to, "The City of Aurora reaffirms its steadfast support for its immigrants and stands in opposition to federal policies that promote the revocation of the existing Temporary Protected Status program, the Deferred Action for Childhood Arrivals Program, or individuals that have been placed on humanitarian parole pending the adjudication of their asylum claims."

CM Coombs did not accept that as a friendly amendment, as she believes they should reaffirm their steadfast support for all immigrants, including those with a green card or citizenship.

Mayor Coffman stated that being pro-immigrant is being pro-undocumented, so they differ on that. He added that if they wanted to add immigrants of legal permit of residence that is fine, but that can get into a lot of other categories. He shared that he enumerated those categories because the others would probably require a change in statute to change the policy by Congress.

CM Coombs voiced that this is a resolution and not an actual ordinance, so she will not accept that, as that portion is a statement of values, which should be stated universally, not narrowly described.

Mayor Coffman clarified that these are people that have a temporary legal status in the country that could be reversed by the administration, but CM Coombs is including all undocumented individuals, which he did not include.

CM Bergan commented that they passed this particular integration plan back in 2020 by Council. She said this is getting into immigration law, which is done at the federal level. She noted she was in support of the plan they passed, but this is starting to get into immigration

policy, which is not their wheelhouse, so she had concern and hesitation to support the changes.

CM Lawson commented that they passed the integration plan by the majority of the whole Council. She stated that within the integration plan, it had nothing about deportation, but had everything else. She said that Council already approved that plan without federal policies that promote fear and division or mass deportation, and this seems like a separate resolution the sponsor should consider. She asked for an explanation on how a council member can add something to reaffirm the integration plan when that part was not in there. CM Lawson expressed she did not support this with the current language in there on that topic.

CM Coombs clarified those are two separate clauses, so that is not amending the Immigrant Integration Plan to include that clause, but a general statement of values reaffirming their commitment to immigrants and opposing federal policies. She added that they do take positions on federal policies.

CM Bergan stated this would change the plan that was previously unanimously approved by Council that goes through 2030, so she did not support this. She agreed it would need to be a separate item.

MPT Sundberg stressed that the City of Aurora has a special affinity for immigrants and they are concerned about their safety and well-being. He said he supported their Office of International Immigrants Affairs, as they do a great job with encouraging home ownership, teaching of English, business ownership, leadership development, and encourage people to become citizens. He also added that Aurora Mental Health and Recovery has an excellent program that helps people who come here that have gone through trauma. He stated that Aurora is supportive in many different ways.

CM Combs proposed an alternate amendment. She asked if it would be a friendly amendment to say, "The City of Aurora reaffirms its steadfast support for its immigrants", and just strike everything after in that clause in Section 1, Commitment to Immigrant Communities.

Mayor Coffman agreed to the friendly amendment.

CM Jurinsky pointed out that they made history tonight in Aurora by putting Amsalu Kassaw on the Council, and it is unfortunate that the sponsor did not vote for him. She stated that she had an issue with ever saying that they are going to support all of the migrants. She said President Trump did say their entire city was taken over and that was absolutely not true, but affecting or impacting any families are one too many. She voiced that Tren de Aragua is not welcome here, nor are the criminals or gangs, and Tom Holman made it clear that he

was coming for criminals across the country. She stated there are 1.5 million people with active deportation orders in the United States that have to be found and deported. CM Jurinsky expressed they have come here and committed crimes and hurt other individuals. She said she also found it interesting that on the third WHEREAS, that nine countries are named, but Venezuela is left out, and that the largest population in recent months in Colorado and Denver-Metro are Venezuelans. She expressed that Venezuelans should be protected and be included, as they are currently the target of Tren de Aragua here. She voiced that they support their immigrant community and proudly put an immigrant on their Council. CM Jurinsky also noted that their police will not have anything to do with the deportation efforts, so this is nothing more than virtue signaling and there is a lot that is left out. She pointed out that whatever they pass does absolutely nothing, because the current administration has all of the authority on deportations.

Mayor Coffman stated that it does make a statement for those under DACA, Temporary Protected Status, and those that are pending asylum cases, as they have a legal status in the country temporarily. He stated that they hope those status are not reversed, which is important to the Salvadorian community here that initially came under Temporary Protective Status. He stated the way this is written right now is not about undocumented immigrants.

CM Coombs stated the list of countries are just the top countries of which people are known to be here based on census and other data, but she was happy to add Venezuelan, Ghana, and Nigeria to make sure it includes them, as there was no intention to exclude them. She clarified that people can have active deportation orders without having committed any crimes, as there are people with active deportation orders who have not committed any crime besides crossing the border.

CM Bergan asked the city attorney about the comment that they must follow federal law on this subject, and that mayors and city council officials that do not follow the deportation laws would be held liable and face jail time. She asked if they would be in violation of that oath by supporting this resolution.

P. Schulte responded no. He said the federal government will do what they want, and the city will not take sides.

CM Bergan asked why they are doing this if they do not have any authority to make any of these decisions. She suggested delaying this to the next meeting in two weeks, so they can get the wordsmithing a little bit better to be all in agreement.

CM Coombs expressed that she has accepted every amendment that has been offered and changed portions that indicate anything about federal policy, so this is about making sure they are abiding by their state laws related to not having local law enforcement enforce immigration laws and affirming a commitment. She said people can call it virtue signaling if they want, but there are a lot of people who are scared and worried, and saying we support and value them is worth something, and the words they say as leaders matter. She shared that she would rather move forward, but if her colleagues really think there needs to be significant changes, then she is willing to wait until the next meeting. However, she noted that the people who came tonight to support this would have to come back again in two weeks.

CM Murillo supported this and said it is straightforward. She noted a resolution is a statement of value and support. She said either they support their immigrant community or they do not, and they can talk about wordsmithing all they want, but the sponsor has in good faith accepted the amendments. She shared that they have supported resolutions in convenience to the majority of this Council on things that have nothing to do with city council, but they try to take away that opportunity for others to do that. CM Murillo said they hear and feel the fear that has been instilled by the incoming president and they have recognize it, as this is a statement of support of our immigrants.

CM Bergan asked for an amendment that they will not interfere with federal law enforcement.

Mayor Coffman suggested expressing it as they will cooperate with federal immigration authorities as much as allowed as required by law.

CM Bergan agreed that she would be in support with that amendment.

CM Coombs appreciated the way CM Bergan phrased that as we will not interfere with the enforcement of federal immigrant law, and thought that was a more clear statement.

CM Hancock commented on the item, however, her microphone was muted and comments were inaudible.

CM Coombs accepted the friendly amendment by CM Bergan.

Moved by: Alison Coombs

Second by: Crystal Murillo

Does Council wish to support Resolution R2025-05 as amended?

Amend last WHEREAS clause to state - The incoming Presidential Administration has created uncertainty about the future of Aurora residents who are in the United States under the Temporary Protected

Status program, the Deferred Action for Childhood Arrivals program, or have been placed on humanitarian parole pending the adjudication of their asylum claims.

Amend the Commitment to Immigrant Communities section to state: The City of Aurora reaffirms its steadfast support to its immigrants.

Add - Will not interfere with federal immigration law.

Voting Aye: (8): Françoise Bergan, Alison Coombs, Danielle Jurinsky, Angela Lawson, Ruben Medina, Crystal Murillo, Steve Sundberg, and Amsalu Kassaw

Voting Nay: (1): Stephanie Hancock

Absent: (1): Curtis Gardner

Moved by: Stephanie Hancock

Second by: Françoise Bergan

Does Council wish to support the motion to end the debate?

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

Voting Nay: (1): Alison Coombs

Absent: (1): Curtis Gardner

11.a.6 Rules of Order And Procedure: Amending Rules Concerning Public Invited to be Heard

R2025-06 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, TO AMEND THE RULES OF ORDER AND PROCEDURE FOR THE AURORA, COLORADO, CITY COUNCIL CONCERNING PUBLIC INVITED TO BE HEARD

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

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

The Council heard public testimony on the item.

CM Hancock explained that they are asking for respect and an opportunity to do the work they do to better serve their community, and if that means moving public comment to the end due to the disruptions that have been happening for the last six months, that is what they will do.

Staff gave a brief presentation on the item.

CM Bergan offered an amendment to remain the same except to read to allow 30 minutes at the beginning of the Council meetings and 30 minutes at the end of the meeting, with residents being prioritized, and two minutes per speaker to allow more speakers to speak. She added there are residents that may not be able to stay late, depending on when the meetings end, and this would give them the opportunity to speak at the beginning, and for people that have to wait until they get off work to attend, it allows them to speak at the end.

CM Hancock accepted the friendly amendment.

CM Murillo stated that she has seen so many iterations of removing and reducing the public's ability to speak and is deeply concerned at the direction that the Council is choosing to go. She appreciated the amendment, but thought it was a dangerous direction to go, because they keep removing the public's opportunity to speak to their elected officials and she is not okay with that. She added that providing proof of residency was unnecessary and would be a mess. She pointed out that they stopped online comment, which also reduces their public's ability to speak. CM Murillo shared that she does not always agree with decisions that are made by everyone that comes here and also does not agree with how some of her colleagues treat or speak to people. She added that this Council is not about respect at all and the have been vicious, giving personal attacks without decorum being called, and lying to the media on what was happening in the city, with no concern for the truth or respect. She said it is their duty as public officials to listen to the public.

CM Coombs stated her preference would be to go back to how it was when she first got on Council, which was unlimited public comment at the beginning and end of the meeting, even if it was hours of people relentlessly attacking them, because it is their job to listen to the people whether they agree with them or not. She added, however, that 30 minutes at the beginning and 30 at the end is more than they have now. She noted she is aware that she is in not in the position on the Council to get what she actually wants, but will try, even if it means compromising. She agreed that providing proof of residency would be a nightmare for their clerk to do every meeting. She supported the amendment, but acknowledged that it was not ideal or what is fundamentally right.

CM Murillo voiced another concern around being able to sign up virtually. She said asking people to be here at 5 to sign up is impossible for people who are just getting off work, which creates an additional burden. She offered to bring back the virtual sign up.

CM Jurinsky expressed that a part of this is to try and make sure that Aurora residents are heard, so she does not know how they would show an ID or prove residency if commenting virtually.

CM Coombs asked Clerk Rodriguez if she had a way of identifying whether people are Aurora residents or not when verifying board and commission applications that she could utilize similarly for this purpose.

K. Rodriguez answered yes.

CM Murillo said there were many other ways to prove residency, even though that is going to be a nightmare. She added if the clerk only has 10 minutes to verify residency, put them in order, and have that ready by the start of the meeting that would be putting a stressful burden on the clerk's job. She offered an amendment.

CM Bergan asked if allowing people to sign up online and show proof of residency was during the 5:00 to 6:20 timeframe.

CM Murillo voiced she was hoping it would be a longer timeframe. She asked if people could just sign up day of, stating it would be easier to sign up online day of. CM Murillo deferred to the clerk on what feels feasible. She said her intent is to give people as much time and flexibility so they do not have to be here in person to at least sign up.

CM Coombs made her support contingent on the ability of people to sign up online.

CM Bergan asked for clarification from the city attorney if they could not do the online the day of.

P. Schulte explained the process.

CM Murillo agreed that if that makes people more comfortable, they can make that a virtual by 1 p.m.

CM Coombs clarified that people can still sign up in person up until 6:20 p.m. in addition.

Moved by: Stephanie Hancock

Second by: Danielle Jurinsky

Does Council wish to support the resolution to amend the Rules of Order and Procedure concerning Public Invited to be Heard as amended?

Add - To allow 30 minutes at the beginning of council meeting (as it is currently) and 30 minutes at the end of the meeting with residents being prioritized, with 2 minutes per speaker.

Amend - Strike Section B on the last page to remove ", and all public attendees will be given ten minutes to vacate the premises" and just end at .... closed to the public.

Voting Aye: (7): Françoise Bergan, Alison Coombs, Stephanie Hancock, Danielle Jurinsky, Angela Lawson, Steve Sundberg, and Amsalu Kassaw

Voting Nay: (2): Ruben Medina, and Crystal Murillo

Absent: (1): Curtis Gardner

Moved by: Crystal Murillo

Second by: Alison Coombs

Add - Allow online sign up for PITBH by 1 pm on the day of the council meeting

Voting Aye: (6): Françoise Bergan, Alison Coombs, Stephanie Hancock, Angela Lawson, Crystal Murillo, and Steve Sundberg

Voting Nay: (3): Danielle Jurinsky, Ruben Medina, and Amsalu Kassaw

Absent: (1): Curtis Gardner

11.b Finalizing of Ordinances

Ordinances approved unanimously at first reading.

11.b.1 Adoption of the 2024 Model Traffic Code

2024-83 FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, AMENDING SECTIONS 134-1, AND 134-8; AND REPEALING SECTION 134-2(n)(3) OF THE CITY CODE PERTAINING TO ADOPTION OF THE 2024 MODEL TRAFFIC CODE AND LOCAL AMENDMENTS

Chris Amsler, Lieutenant, Aurora Police / Andrea Wood, Assistant City Attorney

11.b.2 Minor Text Updates to City Code Chapter 135 Oil and Gas Manual

2024-84 FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, AMENDING SECTIONS OF CHAPTER 135 OF THE CITY CODE

Jeffrey S. Moore, Manager of Energy and Environment, Planning and Business Development / Dave Scott, Assistant City Attorney

12. <u>PUBLIC HEARINGS</u>

Public hearings with or without related ordinances.

12.a Tower Church Rezone – Zoning Map Amendment

2025-01 A PUBLIC HEARING FOR CONSIDERATION OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, FOR A ZONING MAP AMENDMENT TO REZONE 4.285 ACRES OF LAND TO MEDIUM DENSITY MULTI-FAMILY DISTRICT (R-3), LOCATED AT THE NORTHWEST CORNER OF EAST 22ND PLACE AND CATHAY STREET (TOWER CHURCH REZONE)

Stacy Wasinger, Senior Planner, Planning and Business Development / Lena McClelland, Assistant City Attorney

Mayor Coffman opened the public hearing.

Staff gave a brief presentation on the item.

CM Jurinsky said it was brought to her attention that the applicant's agent for the rezoning is a realtor and the Senior City Planner for Denver and has his own realty company. She asked if there was any conflict of interest there.

Staff answered they were not aware of that information, and any conflict would be with city employees or officials for Aurora.

CM Hancock asked if the church was going to manage this or will it be independent.

Staff responded the church will remain on the site, but be managed by Blue Ridge Atlantic Development Company.

MPT Sundberg asked if the developer is responsible for improving the sidewalk in front of the property on 22nd.

Staff responded that there would need to be a site plan review process if the rezone is approved and they would be responsible for meeting all required city improvements included to the right of way and sidewalk.

CM Coombs stated there was a letter delivered to City Council. She asked if that was to be included on the public record for this item. She noted that the letter discussed the sidewalk issue.

Staff answered yes, that it should be part of the record.

MPT Sundberg expressed that for affordable housing, they are seeing more partnerships with churches that have land and it seems to be a mutually beneficial arrangement. He noted that the presentation is tastefully and artfully designed and it is senior living, so there should not be a lot of traffic in and out of there.

CM Murillo said she would not make assumptions about how traffic or driving would be with their senior living facility.

Moved by: Françoise Bergan

Second by: Crystal Murillo

Does the City Council wish to approve the ordinance to amend the city of Aurora zoning map?

Voting Aye: (8): Françoise Bergan, Alison Coombs, Stephanie Hancock, Danielle Jurinsky, Angela Lawson, Ruben Medina, Crystal Murillo, and Steve Sundberg

Absent: (2): Curtis Gardner, and Amsalu Kassaw

13. INTRODUCTION OF ORDINANCES

14. FINALIZING OF ORDINANCES

Ordinances not approved unanimously at first reading.

15. ANNEXATIONS

16. RECONSIDERATIONS AND CALL UPS

17. GENERAL BUSINESS

18. REPORTS

18.a Mayor

Mayor Coffman announced his Town Hall will be Saturday, from 2-3:30, at the Central Library. He said the chief will be presenting on his public safety plan, and they will be talking about economic development and redevelopment, and will have a speaker present on the Resource Navigation Center. He directed people to his Facebook page to see his daily activities and what he has done over the last four weeks. He also thanked the firefighters, as they had a crew that went and is on the ground in the Los Angeles area helping out.

18.b Council

CM Coombs thanked everyone who has been patient to wait for their opportunity to speak and is grateful that there will be some time for people to speak at the beginning of the meeting moving forward. She noted that they kicked off the 39th Annual City of Aurora Dr. Martin Luther King, Jr. Commemoration today with an opening celebration. She announced that tomorrow they will be having At the Table with Dr. King virtual program from 6 to 7 p.m., and on Wednesday, they will have and Aurora Speaks Poetry and PROS reading at the Aurora History Museum 6-8 p.m., the Interfaith Breakfast on January 17th, at Quebec Place at Fairmount 8:30-10 a.m. and a Community College of Aurora Film Festival at 6 p.m. also on the 17th, and Saturday, January 18th, there will be a service project 8:30-10:30 at MLK Library followed by a wreath laying ceremony, and youth talent show at the Community College of Aurora Center Tech campus, and Monday, January 20th, the MLK Marade

and MLK Jr. African American Heritage Rodeo. She said that she will also be joining Brother Jeff in the statement that No one Should be Hungry Period on January 20th, that prepares and delivers meals, and stated to go to brotherjeff. Com to learn how to volunteer or how to receive a meal.

CM Murillo announced her Town Hall will be January 23rd, at 6 p.m., at Moorhead Recreation Center, where they will have a special presentation from a contractor doing a feasibility study along the Colfax corridor to facilitate growth and development, and she invited everyone to join. She stated she was at the Orthodox Christian Christmas Buffet last weekend and met with another Ward 1 business owner that expressed they want to continue to support our different businesses and expressed frustration that her rent continued to go up. CM Murillo stated she will put her in touch with their small business development center. She has heard that often from small business owners, as many are not the property owners of their buildings.

MPT Sundberg stated that tomorrow there will be a Buildup Task Force in Murphy Creek, at 10 a.m., trying to raise money to improve our bridges and roads in the future. He noted that he, CM Jurinsky, and CM Hancock's husband worked hard at a Soldier's Angels Food Bank event in the cold and met a lot of great people, and gave thanks for the donation of food for that. He said they honored two female veterans in their 90s.

CM Medina announced his Town Hall will be tomorrow, at the Central Library, from 6:30 to 8 p.m., discussing PROS updates and things happening in Ward 3.

CM Hancock stated she had her first town hall of the year and it was really great, where they had a presentation by Emma Knight on homeless services, and working with the Navigation Campus to help find them gainful employment and housing. She voiced they honored two 97-yerar-old colonels at St. Andrews Independent Living Facility by the National Women's Memorial. She announced her next town hall will be in April.

CM Lawson gave her legislative update. She said the Colorado Legislative Session started last week and the FSIR committee already met and started taking positions on several pieces of legislation that will be reported to the Study Session on January 27th. She listed notable topics for this year, including the budget, public safety, specifically sentencing, and affordable housing. She announced the city will be closing following the legislature, to ensure the interest of the city and our community are represented, and the city will also start identifying projects to present for congressional project funding, which will be brought to the Council in the upcoming weeks. She announced her Town Hall will be at February 8th, at Heather Gardens, from 10 to 11:30, and February 11th, it will be from 6:30 to 8 at Mission Viejo, with topics on getting to know our City Attorney's Office with P. Schulte.

CM Bergan send her thoughts and prayers to the victims of the fires in the Los Angeles area. She announced she will be at the Murphy Creek Clubhouse tomorrow morning from 10 to 11. She stated that she sits on the Infrastructure Task Force, and noted that they kick off that effort tomorrow, and will do public engagement

throughout 2025 to get their input on the capital needs and how to fund those necessary infrastructure needs. She announced her Town Hall will be Wednesday, from 6 to 8, at the Southeast Recreation Center, discussing public safety, a presentation by Chief Chamberlain, and will probably have representation from Aurora Fire and Rescue to discuss fires in Colorado.

CM Jurinsky had no report.

19. ADJOURNMENT

Mayor Coffman adjourned the regular meeting of City Council.

_____

MIKE COFFMAN, MAYOR

ATTEST:

_____

KADEE RODRIGUEZ, CITY CLERK

CITY OF AURORA
Council Agenda Commentary

Item Title: Consideration to Reappoint Two (2) Members to the Citizens' Water Advisory Commission
Item Initiator: Kadee Rodriguez, City Clerk
Staff Source/Legal Source: Kadee Rodriguez, City Clerk / Tim Joyce, Assistant City Attorney
Outside Speaker: N/A
Council Goal: 2012: 3.4--Maintain a reliable water system

COUNCIL MEETING DATES:

Study Session: 1/13/2025

Regular Meeting: 1/27/2025

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

Item requires a Public Hearing: ☐ Yes ☒ No

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

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

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

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

☐ Approve Item and Move Forward to Study Session

☐ Approve Item as Proposed at Study Session

☒ Approve Item and Move Forward to Regular Meeting

☐ Approve Item as Proposed at Regular Meeting

☐ Information Only

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

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: N/A

Policy Committee Date: N/A

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

☐ Recommends Approval ☐ Does Not Recommend Approval

☐ Forwarded Without Recommendation ☐ Minutes Not Available

☐ Minutes Attached

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

The purpose of the Citizens' Water Advisory Commission for the water department is to provide counsel, and give suggestions and recommendations to the water department and city council on all phases of budget, departmental work plans, operational needs, strategic planning, long range capital improvements and financial planning.

The Citizens' Water Advisory Commission consists of nine (9) members appointed by the Aurora 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 Commission to be considered for interviews.

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

The Citizens' Water Advisory Commission currently has two (2) upcoming vacancies. The Commission received three (3) applications.

Among the applicants were:
Richard 'Dick' Eason
Janet Marlow
Jeff Dougherty

Upon conducting interviews, the Citizens' Water Advisory Commission respectfully recommends the reappointment of the following candidates:

Richard 'Dick' Eason –3rd term beginning 2/15/2025 and ending on 2/14/2028
Janet Marlow – 3rd term beginning on 2/15/2025 and ending on 2/14/2028

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 reappoint Richard 'Dick' Eason and Janet Marlow to the Citizens' Water Advisory 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 Citizens' Water Advisory Committee shall consist of a minimum of seven and a maximum of nine voting members each of whom have the necessary qualifications to review complex water resources, water law, engineering or water financing issues. Seven members must represent residential ratepayers and will be subject to the residency requirements pursuant to City Code section 2-769. Two members will represent commercial rate payers who need not be residents of the City. No voting members shall hold any paid office or position in the City administration. Individuals holding the position of the General Manager of Aurora Water and the Assistant General Manager Water Supply and Demand shall be nonvoting members of the commission. (Aurora, Colo. Code sec. 138-62). The term length for each member is three years and members may serve up to three consecutive terms. (Aurora, Colo. Code § 2-772). (TJoyce)

MEMORANDUM

TO: Mayor Coffman and Members of City Council

THROUGH: Marshall P. Brown, General Manager, Aurora Water

FROM: Angie Binder, Immediate Past Chair, Citizens' Water Advisory Commission and Marcus Bond, City Clerk Analyst

DATE: December 10, 2024

SUBJECT: Reappointments to the Citizens' Water Advisory Commission

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Board or Commission Name: Citizens' Water Advisory Commission

Interview Information

Date of Interviews: N/A

Applicant Names: Ms. Janet Marlow, Mr. Richard "Dick" Eason

Applicants Interviewed: N/A

Recommendation

Suggested Reappointment(s): Ms. Janet Marlow, Mr. Richard "Dick" Eason

Summary:

Ms. Janet Marlow, Ward V - The Citizens' Water Advisory Commission unanimously supports the reappointment of Ms. Janet Marlow as a commission member. She attends meetings regularly and is the current commission chair. Ms. Marlow demonstrates an understanding of the board's function and shows good judgment when providing advice to staff. Ms. Marlow has a great rapport with the other commission members and city staff and communicates with citizens respectfully. Ms. Marlow has served one three-year term on the commission, having backfilled a previous member's appointment seat in 2017.

Mr. Richard "Dick" Eason, Ward V - The Citizens' Water Advisory Commission unanimously supports the reappointment of Mr. Richard "Dick" Eason as a commission member. Mr. Eason has a great rapport with the other commission members and city staff and communicates with citizens respectfully. He brings a deep knowledge of water and governance challenges based on his municipal government and military career. Mr. Eason has served one three-year term on the commission, having backfilled a previous member's appointment seat in 2020.

The Citizens' Water Advisory Commission strongly supports the reappointments of Ms. Janet Marlow and Mr. Richard "Dick" Eason to represent residential ratepayers as Members of the Citizens' Water Advisory Commission.

Citizens' Water Advisory Commission

Applicant Package - Ward To Be Determined

Citizens' Water Advisory Commission - Ward To Be Determined

Term 15 Feb 2023 - 14 Feb 2026
Positions Available 2

Number of applicants in this package 1

- Eason, Richard

Received: 11/21/2024
Ward V Resident & Registered Voter
Arapaho County
Vetted: 11/21/2024
Marcus Bond

Name: Eason, Richard

Address: [redacted]

Email: [redacted]

Board Name: Citizens' Water Advisory Commission

Date of Birth:
[redacted]

Home Phone Number:
[redacted]

Work Phone Number:
n/a

How long have you lived in Aurora?:
22 years

Are you registered to vote?:

Yes

Years of Education Completed:
19

Degree(s) Received:
BS - Math/Computer Science MS - Business Administration MA - National Security and Strategic Planning

College(s) Attended:
United States Naval Academy Strayer University U.S. Naval War College

Employer Name:
Retired

Employer Address:
n/a

Current Position:
n/a

Years with Current Employer:
n/a

Work Experience:
U.S. Navy - 1980 - 2010 Delta Solutions and Strategies - Contract support to NORAD - 2010 - 2013 Town of Elizabeth - Town Administrator - 2013 - 2017

Certification(s):
Certified Flight Instructor, Member: ICMA

How are you involved in your community?:
HOA Board President - Lake Shore Volunteer - Aurora Animal Shelter Admissions Advisor, Area Coordinator - U.S. Naval Academy Vice Chair - CWAC Glider Program Manager - Civil Air Patrol

List your interests and activities.:
Flying, woodworking, skiing

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

Yes

If yes, enter the board name and position:
CWAC - Vice Chair

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

Yes

Why do you desire this appointment?:
Water is a valuable resource that must be proactively managed. I have experience in overseeing a small-town water, wastewater, and stormwater facilities. I believe that my background and experience can benefit the City.

How much time do you anticipate being able to spend on this appointment each month?:
I am retired and have the time to give back to my community

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:
Corey Hoffmann, [redacted]

Reference 2: Full Name, Phone Number and Address:
Katrina Winograd, [redacted]

Reference 3: Full Name, Phone Number and Address:
TJ Steck, [redacted]

How did you hear about us?:

News Aurora (water bill newsletter);Other

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

Time of Submission: 11/21/24 1:00:49 PM

Citizens' Water Advisory Commission

Applicant Package - Ward To Be Determined

Citizens' Water Advisory Commission - Ward To Be Determined

Term 15 Feb 2025 - 14 Feb 2028
Positions Available 1

Number of applicants in this package 1

- Marlow, Janet

Received: 11/20/2024
Ward V Resident & Registered Voter
Arapahoe County
Vetted: 11/20/2024
Marcus Bond

Name: Marlow, Janet

Address: [redacted]

Email: [redacted]

Board Name: Citizens' Water Advisory Commission

Date of Birth:
[redacted]

Home Phone Number:
[redacted]

Work Phone Number:
[redacted]

How long have you lived in Aurora?:
50+ years

Are you registered to vote?:

Yes

Years of Education Completed:
13 yrs

Degree(s) Received:
None

College(s) Attended:
University of Northern Colorado - 1 year

Employer Name:
Novella Real Estate

Employer Address:
5600 S Quebec St, #150D, Greenwood Village, CO 80111

Current Position:
VP of Operations

Years with Current Employer:
25 years

Work Experience:
Extensive - management of people, projects etc.

Certification(s):
CRB, AHWD, C2ex - all related to real estate

How are you involved in your community?:
Involved with several foundations, and with other local groups via the real estate community

List your interests and activities.:
Reading, crafts, walks, helping people etc

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

Yes

If yes, enter the board name and position:

CABC

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

Yes

Why do you desire this appointment?:
I would like to continue to serve the people of Aurora and pass along the conservation message to the community and beyond.

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:
None

Reference 1: Full Name, Phone Number and Address:
Lisa Arteseros - [redacted]

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

Reference 3: Full Name, Phone Number and Address:
Bob Roth - [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:
Janet Marlow

Time of Submission: 11/20/24 2:03:54 PM

Citizens' Water Advisory Commission

Applicant Package - At Large

Citizens' Water Advisory Commission - At Large

Term 15 Feb 2023 - 14 Feb 2026
Positions Available 2

Number of applicants in this package 1

- Dougherty, Jeff

Received: 5/18/2024
Ward I Resident & Registered Voter
Arapahoe County
Vetted on 5/20/2024

Marcus Bond

Name: Dougherty, Jeff

Address: [redacted]

Email: [redacted]

Board Name: Citizens' Water Advisory Commission

Date of Birth:
[redacted]

Home Phone Number:
[redacted]

Work Phone Number:
[redacted]

How long have you lived in Aurora?:
2

Are you registered to vote?:

Yes

Years of Education Completed:
18

Degree(s) Received:
Bachelors of Arts, Economics Masters of Business Administration, Global Supply Chain Management

College(s) Attended:
Canisius College

Employer Name:
QuidelOrtho

Employer Address:
[redacted]

Current Position:
Director, Supply Planning

Years with Current Employer:
1

Work Experience:
Director of Operations, SomaDetect - 5 years

Certification(s):
APICS Certified Supply Chain Planner

How are you involved in your community?:
Currently just learning about Aurora and Arapahoe. Connecting with neighbors and learning how it has evolved

List your interests and activities.:
Being outside Soccer Behavioral Economics Macroeconomics

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 believe government has the ability to lift everyone up and I want to work with them to do so.

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

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:
Andrew Weaver [redacted]

Reference 2: Full Name, Phone Number and Address:
Brianna Dougherty [redacted]

Reference 3: Full Name, Phone Number and Address:
Ryan Beauchemin [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:
Jeff Dougherty

Time of Submission: 05/18/24 10:03:05 PM

CITY OF AURORA
Council Agenda Commentary

Item Title: Consideration to Appoint One (1) Member to the Election Commission
Item Initiator: Kadee Rodriguez, City Clerk
Staff Source/Legal Source: Kadee Rodriguez, City Clerk / Tim Joyce, Assistant City Attorney
Outside Speaker: N/A
Council Goal: 2012: 4.3--Be responsive to citizen's concerns and questions to create a shared sense of community

COUNCIL MEETING DATES:

Study Session: 1/13/2025

Regular Meeting: 1/27/2025

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

Item requires a Public Hearing: ☐ Yes ☒ No

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

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

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

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

☐ Approve Item and Move Forward to Study Session

☐ Approve Item as Proposed at Study Session

☒ Approve Item and Move Forward to Regular Meeting

☐ Approve Item as Proposed at Regular Meeting

☐ Information Only

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

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: N/A

Policy Committee Date: N/A

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

☐ Recommends Approval ☐ Does Not Recommend Approval

☐ Forwarded Without Recommendation ☐ Minutes Not Available

☐ Minutes Attached

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

The Election Commission is a nonpartisan commission that discusses and makes recommendations regarding ward boundaries and other topics related to municipal elections, as requested from City Council. The Commission establishes precincts and appoints election judges, when applicable, as provided by the Colorado Municipal Election Law. In the case of a tie vote on the election for any city office or ballot issue, the Commission determines by lot the person or persons who shall be elected or the outcome of the ballot question.

The Election Commission consists of five (5) 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 Commission to be considered for interviews.

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

The Election Commission currently has two (2) vacancies. The Commission received one (1) application and an interview was conducted on December 11, 2024.

The applicant was:
Graham Millar

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

Graham Millar – 1st term beginning 1/1/2025 and ending on 12/31/2028

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 the City Council wish to appoint Graham Millar to the Election 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 elections commission shall consist of five members of registered electors of the City. Appointed members, during their term of office, shall not hold any elective federal, state, county or city office, nor should they be employed by the city, nor shall they be candidates for any elective office in the City. The election commission shall select a chairman from among its appointed, voting members. The member so selected shall serve as chairman for the duration of his term of office as a member. The City Clerk or his designee shall be a nonvoting member of the election commission. (City Charter, art. II, sec. 2-2). All five appointees shall have staggered four-year terms. (Aurora, Colo. Code § 54-6). (TJoyce)

MEMORANDUM

City of Aurora

AuroraGov.org

To: Mayor Coffman and Members of City Council

From: Scott Irvin, Chair, Election Commission

Through: Kadee Rodriguez, City Clerk and Marcus Bond, City Clerk Analyst

Date: December 12, 2024

Subject: Consideration to Appoint a Member to the Election Commission

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Board or Commission Name: Election Commission

Number of Vacancies: 2

Interview Information

Date of Interviews: 12/11/2024

Applicant Names: Graham Millar

Applicants Interviewed: Graham Millar

Summary

Summary of suggested appointment(s):

• Graham Millar, a Ward IV Resident and Registered Voter in Apache County, is applying for the Election Commission position.
• Millar has 17 years of living in Aurora and is registered to vote.
• He has worked as a Property Claims Specialist for AIG / Western World Insurance, Mutual of Enumclaw, Eberl Claims Service, Universal Property & Casualty Insurance Co, and Windstorm Insurance Association (TWIA).
• He has also worked as a Rental Property Manager and a Senior Exception Processor/Team Lead at FIS.
• He holds certifications in Associate in Claims and Associate in General Insurance.
• Millar is involved in his community, including being a board member of a church parish and studying Spanish.
• He has served on the HOA board of directors and is currently a director at St. Herman Orthodox Church in Littleton, CO.
• He is seeking a position to ensure fair, transparent, and efficient elections in Aurora.

Recommendation

The Aurora Election Commission strongly supports the appointment of Graham Millar as a member on the Commission.

Election Commission

Applicant Package - Ward To Be Determined

Election Commission - Ward To Be Determined

Term 01 Jan 2025 - 31 Dec 2028
Positions Available 1

Number of applicants in this package 1

- Millar, Graham

Received: 11/25/2024
Ward IV Resident & Registered Voter
Arapahoe County
Vetted: 11/25/2024
Marcus Bond

Name: Millar, Graham

Address: [redacted]

Email: [redacted]

Board Name: Election Commission

Date of Birth:
[redacted]

Home Phone Number:
[redacted]

Work Phone Number:
[redacted]

How long have you lived in Aurora?:
17 years

Are you registered to vote?:

Yes

Years of Education Completed:
Some College

Degree(s) Received:
n/a

College(s) Attended:
Pasadena City College

Employer Name:
self-employed

Employer Address:
self

Current Position:
Independent Claims Adjuster

Years with Current Employer:
7

Work Experience:

Sept 2021 - present: AIG / Western World Insurance - remote Property Claims Specialist • Commercial property storm damage claims in all 50 states • Claims involving Building & Business Personal Property, Business Income, Equipment Breakdown, engineers & building consultants, Appraisals, Mediations, Litigation, Large Losses, Public Adjusters & Attorney Representations Jan 2022 - July 2022: One Call Claims - remote (CAT) QA Team Lead • Coach, train, audit, and lead a team of file reviewers • Farm/Ranch/Agricultural, Homeowners, and Commercial property storm damage claims Feb 2021 – May 2021: Mutual of Enumclaw – remote (CAT) Property Desk Adjuster • Initial payments, supplements • Farm/Ranch/Agricultural, Homeowners, and Commercial property storm damage claims Aug 2020 – Jan 2021 & Jun 2021-Sept 2021: Farm Bureau Financial Services – West Des Moines, IA (CAT) Property Claims Examiner • File reviews, supplements • Farm/Ranch/Agricultural, Homeowners, and Commercial property storm damage claims Aug 2019 – Aug 2020: Eberl Claims Service - remote Property Claims Specialist • Perform file review and apply corrections to Xactimate field property claim files • Analyze adjuster estimates for accurate policy application, adherence to carrier Best Practices • Coach field adjusters for improvement of estimating accuracy April 2018 – Aug 2019: Universal Property & Casualty Insurance Co - Ft Lauderdale, FL (CAT) Homeowners Property Litigation Examiner • Settle or litigate each suit in a fair and expeditious manner while being cognizant of individual state laws • Communicate with all relevant parties and document all actions in the claim file along with the results of the investigation • Utilized negotiations procedures during litigation • Represent UPCIC at depositions and give sworn testimony Sept 2017 - Dec 2017: Texas Windstorm Insurance Association (TWIA) - Austin, TX (CAT) Property Claim Examiner • Bilingual Spanish phone support • Settle or deny each claim fairly and expeditiously in compliance with state laws • 80+ hour workweeks, Catastrophe deployment June 2015 - Sept 2017: Self–Employed, Aurora, CO Rental Property Manager • Managed multiple investment properties October 2006 - June 2015: American Family Insurance - Englewood, CO (Staff) Property Claim Desk Adjuster • Estimate contents and structure from inside • Extensive SIU involvement • Large loss, total loss contents claims • Denial letters, Reservation of Rights • Recorded interviews, in English and Spanish • Only employee in the company to handle Spanish language Care Center property claims across the entire operating territory (18 states) October 2001 - September 2006: Safeco FIS - Tustin, CA and Indianapolis, IN (Staff) Senior Exception Processor/Team Lead • Auditor • Coached and developed staff • Assigned daily work allocation to 40-member team

Certification(s):
- Associate in Claims - Associate in General Insurance

How are you involved in your community?:
Board member of church parish

List your interests and activities.:
Studying & practicing Spanish Past service on HOA board of directors

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

Yes

If yes, enter the board name and position:
Director, St. Herman Orthodox Church - Littleton, CO (term expires Dec 2024)

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

No

Why do you desire this appointment?:
To help ensure fair, transparent, and efficient elections in the city of Aurora, and to serve my community

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

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:
Justin Roller, [redacted]

Reference 2: Full Name, Phone Number and Address:
Father Damian Kuolt, [redacted]

Reference 3: Full Name, Phone Number and Address:
Lori Gimelshteyn, [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:
Graham Millar

Time of Submission: 11/25/24 3:39:39 PM

Attachments

- Graham Millar resume - city of Aurora.pdf

GRAHAM C. MILLAR, AIC, AINS

[redacted]

SKILLS

- Self-taught advanced Spanish speaker
- Two decades of responsible financial stewardship
- Hold a state Claims Adjuster License in 33 states:
- Lifelong dedication to community through church involvement, Homeowners Association involvement, and political advocacy
- Aurora resident since 2007, owner of 3 properties in Aurora

BOARD / VOLUNTEER EXPERIENCE

Jan 2021 - Dec 2024: Board Member, Parish Council, St Herman Orthodox Church - Littleton, CO
- Provide leadership & direction for church parish in cooperation with other board members
- Review & approve budget drafts
- Oversaw period of doubling of weekly parish attendance

Jan 2021 - Dec 2023: Comptroller, St Herman Orthodox Church - Littleton, CO
- Oversee all church expenditures and ensure timely payment of all accounts payable
- Keep church books and prepare monthly account statements for board of directors

2007 - 2013: Board Member, Spinnaker Run Condominium Assn. - Aurora, CO
- Provided leadership & direction for Spinnaker Run condominium community near S Peoria St & E Cornell Ave in Aurora
- Responsible for oversight of property management company
- Oversaw multiple various projects for maintenance & improvement of the common areas of the community

Late 1990's & Early 2000's: Unpaid Volunteer: various political campaigns in California
- Gathered over 800 petition signatures for a statewide initiative effort
- Lead assistant to a state assembly candidate
- Door knocker during 2000 presidential party primary campaign

WORK EXPERIENCE

Sept 2021 - present: AIG / Western World Insurance - remote
Property Claims Specialist
- Commercial property storm damage claims in all 50 states
- Claims involving Building & Business Personal Property, Business Income, Equipment Breakdown, engineers & building consultants, Appraisals, Mediations, Litigation, Large Losses, Public Adjusters & Attorney Representations

Jan 2022 - July 2022: One Call Claims - remote (CAT)
QA Team Lead
- Coach, train, audit, and lead a team of file reviewers
- Farm/Ranch/Agricultural, Homeowners, and Commercial property storm damage claims

Feb 2021 – May 2021: Mutual of Enumclaw – remote (CAT)
Property Desk Adjuster
- Initial payments, supplements
- Farm/Ranch/Agricultural, Homeowners, and Commercial property storm damage claims

Aug 2020 – Jan 2021 & Jun 2021-Sept 2021: Farm Bureau Financial Services – West Des Moines, IA (CAT)
Property Claims Examiner
- File reviews, supplements
- Farm/Ranch/Agricultural, Homeowners, and Commercial property storm damage claims

Aug 2019 – Aug 2020: Eberl Claims Service - remote
Property Claims Specialist
- Perform file review and apply corrections to Xactimate field property claim files
- Analyze adjuster estimates for accurate policy application, adherence to carrier Best Practices
- Coach field adjusters for improvement of estimating accuracy

April 2018 – Aug 2019: Universal Property & Casualty Insurance Co - Ft Lauderdale, FL (CAT)
Homeowners Property Litigation Examiner

- Settle or litigate each suit in a fair and expeditious manner while being cognizant of individual state laws
- Communicate with all relevant parties and document all actions in the claim file along with the results of the investigation
- Utilized negotiations procedures during litigation
- Represent UPCIC at depositions and give sworn testimony

Sept 2017 - Dec 2017: Texas Windstorm Insurance Association (TWIA) - Austin, TX (CAT)
Property Claim Examiner

- Bilingual Spanish phone support
- Settle or deny each claim fairly and expeditiously in compliance with state laws
- 80+ hour workweeks, Catastrophe deployment

June 2015 - Sept 2017: Self–Employed, Aurora, CO
Rental Property Manager

- Managed multiple investment properties

October 2006 - June 2015: American Family Insurance - Englewood, CO (Staff)
Property Claim Desk Adjuster

- Estimate contents and structure from inside
- Extensive SIU involvement
- Large loss, total loss contents claims • Denial letters, Reservation of Rights • Recorded interviews, in English and Spanish
- Only employee in the company to handle Spanish language Care Center property claims across the entire operating territory (18 states)

October 2001 - September 2006: Safeco FIS - Tustin, CA and Indianapolis, IN (Staff)
Senior Exception Processor/Team Lead

- Auditor
- Coached and developed staff
- Assigned daily work allocation to 40-member team

CERTIFICATIONS

- Associate In Claims (**AIC**) - Feb 2017; Associate In General Insurance (**AINS**) - Jan 2015
- Vale Tech - Residential estimating - Nov 2013

CITY OF AURORA
Council Agenda Commentary

Item Title: Consideration to Reappoint Three (3) Members and to Appoint Two (2) Members to the Human Relations Commission
Item Initiator: Kadee Rodriguez, City Clerk
Staff Source/Legal Source: Kadee Rodriguez, City Clerk / Tim Joyce, Assistant City Attorney
Outside Speaker: N/A
Council Goal: 2012: 2.1--Work with appointed and elected representatives to ensure Aurora's interests

COUNCIL MEETING DATES:

Study Session: 1/13/2025

Regular Meeting: 1/27/2025

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

Item requires a Public Hearing: ☐ Yes ☒ No

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

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

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

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

☐ Approve Item and Move Forward to Study Session

☐ Approve Item as Proposed at Study Session

☒ Approve Item and Move Forward to Regular Meeting

☐ Approve Item as Proposed at Regular Meeting

☐ Information Only

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

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: N/A

Policy Committee Date: N/A

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

☐ Recommends Approval ☐ Does Not Recommend Approval

☐ Forwarded Without Recommendation ☐ Minutes Not Available

☐ Minutes Attached

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

The purpose of the 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 twelve (12) vacancies. The Commission received six (6) applications and interviews were conducted on July 10, 2024 and August 7, 2024. Among the applicants were:

Anthony Truong
Saman Mehdi
Amy Wiles
Matthew Gordon
Shermethyst Jones
Timniyha Owens

Upon conducting interviews, the Human Relations Commission respectfully recommends the appointment and reappointment of the following candidates as voting members:

Anthony Truong – 2nd term beginning 1/1/2025 and ending on 12/31/2027
Saman Mehdi – 2nd term beginning on 1/1/2025 and ending on 12/31/2027
Amy Wiles – 3rd term beginning on 1/1/2025 and ending on 12/31/2027
Matthew Gordon – 1st term beginning on 1/1/2024 and ending on 12/31/2026
Shermethyst Jones – 1st term beginning on 1/1/2024 and ending on 12/31/2026

FISCAL IMPACT

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

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

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

N/A

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

N/A

NON-BUDGETED EXPENDITURE IMPACT

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

N/A

WORKLOAD IMPACT

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

N/A

QUESTIONS FOR COUNCIL

Does City Council wish to reappoint Anthony Truong, Saman Mehdi, and Amy Wiles, and appoint Matthew Gordon and Shermethyst Jones 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 nonvoting member, and one nonvoting youth alternate. 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. (Aurora, Colo. Code § 82-27). Each member serves a three-year term. (Aurora, Colo. Code § 2-772). (TJoyce)

MEMORANDUM

City of Aurora

AuroraGov.org

To: Mayor Coffman and Members of City Council

From: Amy Wiles, Chair, Human Relations Commission

Through: Sara Valencich, Office of PCB and Marcus Bond, City Clerk Analyst

Date: November 26, 2024

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

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Board or Commission Name: Human Relations Commission

Number of Vacancies: 8 and 4 upcoming vacancies

Interview Information

Date of Interviews: July 10, 2024 and August 7, 2024

Applicant Names: Amy Wiles, Saman Mehdi, Anthony Truong, Shermethyst Jones, and Matthew Gordon

Applicants Interviewed: Shermethyst Jones and Matthew Gordon

Summary

Summary of suggested appointment(s):

Amy Wiles, Saman Mehdi, Anthony Truong, have served on the Commission for one term and would like to continue the work they are doing with the Human Relations Commission.

Matthew Gordon submitted an application to the HRC on July 11, 2024. Matthew has been a resident of Aurora for 1 year. He has considerable experience in community enrichment programs, working with arts in many different capacities. Matthew currently works for the city of Lone Tree and brings a lot of experience that will benefit the Aurora community. Matthew 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 background and passion for community service will aid the Commission in their mission.

Shermethyst Jones submitted an application to the HRC on May 12, 2024. Shermethyst has been a resident of Aurora for 23 years. She has considerable experience in community enrichment programs, working with community members in different capacities. Shermethyst currently works for the Delta Dental and has access to many resources that benefit the Aurora community. Shermethyst 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 her background and passion for community service will aid the Commission in their mission.

Recommendation

The Human Relations Commission strongly supports the appointment of Amy Wiles, Saman Mehdi, Anthony Truong, Shermathyst Jones and Matthew Gordon as a member on the Human Relations Commission.

Human Relations Commission

Applicant Package - Ward To Be Determined

Human Relations Commission - Ward To Be Determined

Term 01 Jan 2023 - 31 Dec 2026
Positions Available 8

Number of applicants in this package 1

- wiles, amy

Received: 10/28/2024
Ward II Resident & Registered Voter
Arapahoe County
Vetted: 10/28/2024
Marcus Bond

Name: wiles, amy

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?:
21 years

Are you registered to vote?:

Yes

Years of Education Completed:
18

Degree(s) Received:
BA in Sociology, Masters in Nonprofit Management and multiple graduate level certificates in change management

College(s) Attended:
University of Colorado, Regis University

Employer Name:
United HealthCare

Employer Address:
9700 Healthcare Lane, Minnetonka MN 55343

Current Position:
Director of Strategy and Sales Advocacy

Years with Current Employer:
5

Work Experience:
31 years in healthcare/health insurance

Certification(s):
Licensed to sell Health and Life insurance in Colorado, Change Management certificate from Cornell University, Navigating Change from UCSB

How are you involved in your community?:
I am the current chair of the HRC, I am on the Community Advisory Council for the Consent Decree, I volunteer with Special Olympics, Big Sisters and Brent's Place

List your interests and activities.:
Photography, volunteering

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

Yes

If yes, enter the board name and position:
Human Relations Commission, Chair

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

Yes

Why do you desire this appointment?:
Because we have accomplished more community events and volunteer hours than most other commissions since I became chair and id like to see it continue

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

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

No

If yes, please explain:
Other than a City council person who doesn't like me for personal reasons I have no conflicts

Reference 1: Full Name, Phone Number and Address:
Paul Henrion[redacted]

Reference 2: Full Name, Phone Number and Address:
Jaimie Atencio [redacted]

Reference 3: Full Name, Phone Number and Address:
Ashley Mason[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:
amy wiles

Time of Submission: 10/28/24 1:56:27 PM

Attachments

- Amy_Wiles_ resume 2024.pdf

AMY WILES

CHANGE MANAGEMENT - LEADER

PROFILE

Strategic Sales and Account Management leader who drives performance, optimizes processes, and places the customer at the center of every conversation. Equal expertise in process improvement design, the art and science of selling, as well as operational excellence. Offer big picture vision, ability to tactically align the goals from end-to-end, and knack for driving cross-functional collaboration. Skilled problem solver with talent for uncovering barriers to success and correcting them with game changing process improvement initiatives. Employ influential leadership style that balances content expertise with the behaviors that develop highly engaged teams.

- Strategic Vision
- Data Driven Decision Making
- Customer Experience
- Sales & Operations Proficiency
- Cross-Functional Collaboration
- Continuous Improvement
- Influential Leadership
- Performance Analysis
- Change Agent

EXPERIENCE & NOTABLE CONTRIBUTION

UnitedHealth Care • Denver, CO • 2019- Current

For Profit Health Insurance company serving 50M health plan members and $80B annual revenue

DIRECTOR OF STRATEGY & BUSINESS DEVELOPMENT – SMALL BUSINESS AND KEY ACCOUNTS (2021 - CURRENT)

National strategy leader responsible for large-scale projects in partnership with local, regional, and national sales and account management leadership teams. A self-starter who leads through influential leadership and a keen eye for improvement opportunities that better serve our target markets.

- Manage strategic projects and initiatives using problem solving skills, relationship building and influential leadership to obtain positive results.
- Providing learning and development classes through our FAM Summits, 2-50 Leader meetings as well as the FAM Leader Meeting series where I create content and present often throughout the year.
- My projects include all SODH initiatives, Diabetes programs, Advocacy, Women's Health, USP/CER, Field Account Manager Effectiveness, Solaris CRM utilization where I serve as the voice of the filed to ensure strategic and operational success for the field.
- Creation of a national best practice which I then helped to lead the implementation of across the country to a group of 400+ employees. This project included leveraging change management skills, creation of learning and development plans, facilitating skill building classes, as well as evaluating and adjusting MAP goals and job descriptions for this group of employees.
- Serving as a trusted advisor for the field to include FAMs and FAM leaders as we navigate increasing the FAM skillset through targeted education and support.
- Partnering with BEO through pilot projects to ensure support for our field teams is consistent and high quality.
- Strategic and creative thinking applied to every project I lead.

MANAGER OF ACCOUNT MANAGEMENT - KEY ACCOUNTS COLORADO & WYOMING (2019 - 2021)

Key Accounts Leader responsible for inspiring superior customer service and retention to a team of 6 Key Account Field Account Managers who service accounts in Colorado and Wyoming. As a member of the Key Account leadership team, we serve groups that are both fully insured and self-funded with a case size of 200+ members.

- 2020 creation and implementation of new processes and playbook to engage the team in using our CRM to track group engagements which previously had only been tracked via a spreadsheet. This new process has been viewed as a best practice for FAM's and was implemented nationwide 7/2021.
- NPS champion for Colorado and Wyoming- spearheaded the effort which led to a double digit increase in score for 2020
- Lead the standardization project to simplify the customer service placemat to ensure a cohesive and consistent piece provided to the market
- Participation in a nationwide work group to create innovative practices for 2020 open enrollment due to COVID challenges
- Diversity Equity & Inclusion Committee member and creator of the monthly newsletter
- I was chosen to participate in the Leading with Impact leadership program which began 7/2021

KAISER PERMANENTE FOUNDATION HEALTH PLAN • Denver, CO • 1997-2019

Managed care consortium serving 10M health plan members and$60B annual revenue

PROGRAM MANAGER LEADER - SALES OPERATIONS, SYSTEMS & ANALYTICS (2016 - 2019)

Business Optimization & Sales Strategy Support (BOSSS) Leader responsible for driving the pro-active design and implementation of business processes to impact growth and retention for Large, Public Sector and Community Health groups. Recognized as a functional expert in operationalizing the science behind the art of change management. Served as single point of accountability for the orchestration of all the end-to-end activities that affect the post-sale customer experience. Identified process gaps that exist between department silos, partner with health plan and care delivery stakeholders to develop engagement strategies to solve external areas of concern. Shaped a culture of accountability by developing performance metrics to measure operational, individual and overall performance. Influenced high performing teams through a commitment to engagement, enablement, empowerment and accountability without direct reporting authority.

- 2019 Challenge Possible Idea Lab participant- one of 24 chosen from across the county
- 2019/2020 Creation of four playbooks for the use of Sales and Account Management staff which were adapted as best practices in all ROC regions (Sales Connect Guide, Repositioning, At-Risk and Issue Management playbooks)
- 2017 Kaiser Permanente **M**arketing **S**ales & **S**ervice **A**dministration Innovates Award Winner
- Developed Pre-Enrollment Engagement program that contributed to 50% increase in new membership
- Drove contract worksheet initiative that improved quality, effectiveness and reduced AAM workload by 25%
- Identified and closed gaps between Sales and Account Management and partner departments (New Member Connection, member Services).
- Creation of new group training which was presented to NMC and MS to help them prepare to support new membership
- Led the creation of innovation group engagement opportunities which were used by National Accounts AE's.

ACCOUNT MANAGER – MARKETING, SALES AND BUSINESS DEVELOPMENT- PUBLIC SECTOR (2013-2016)

Managed a Book of Business that included Local Large, Mid-Size and Multi-State Employer Public Sector accounts. Served as single point of accountability to renew commercial contracts as well as grow and retain membership within the groups. Developed Strategic Account plans based on a critical analysis of the group and market dynamics and focused on selling Kaiser total value instead of health insurance. Positioned Kaiser as the solution to the employee population health barriers to business performance.

- Retained 100% of groups
- Led the renewal optimization process and trained the SAM team
- 3 Successful repositioned groups that led to over 200-member growth in 2015 & 2016
- Project Manager for the 2013-2016 Open Enrollment kickoff meeting and training program

ASSOCIATE ACCOUNT MANAGER, PUBLIC / STRATEGIC ACCOUNTS - MARKETING, SALES, BUSINESS DEVELOPMENT (2007-2013)

Served as the "Chief of Staff" to an Account Executive that managed a book of business that included high value, strategic and politically sensitive groups in the Colorado region. Assisted in the account planning and coordination of strategic initiatives. Managed the renewal cycle and process as well as troubleshooting and the daily needs of the AE. Owned the quality, integrity and timely entry of CRM data.

City of Aurora- Human Relations Commissioner (2018-current)

Elected Commission Chair 2021-current

City of Aurora- Community Advisory Council- Consent Decree Monitor (2022-current)

Selected to serve as part of a 8 person council for our police departments consent decree

EDUCATIO[redacted]

Masters of Non-Profit Management

REGIS UNIVERSITY | Denver, Colorado |

Bachelor of Arts | Sociology

UNIVERSITY OF COLORADO | Denver, CO

Graduate Level Change Management Leadership Certificate

CORNELL UNIVERSITY | Ithaca, NY

Accelerating Change Readiness and Agility Certificate

BERKELY EXECUTIVE EDUCATION | Berkley, CA

Human Relations Commission

Applicant Package - Ward To Be Determined

Human Relations Commission - Ward To Be Determined

Term 01 Jan 2023 - 31 Dec 2026
Positions Available 8

Number of applicants in this package 1

- Mehdi, Saman

Received: 11/27/2024
Ward II Resident & Registered Voter
Arapahoe County
Vetted: 11/27/2024

Marcus Bond

Name: Mehdi, Saman

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?:
8 years

Are you registered to vote?:

Yes

Years of Education Completed:
8

Degree(s) Received:
Masters Degree

College(s) Attended:
CU Denver

Employer Name:
AtkinsRealis

Employer Address:
4600 S Ulster St #1100, Denver, CO 80237

Current Position:
Senior Engineer II

Years with Current Employer:
5

Work Experience:
Civil Engineer

Certification(s):
CO PE, CPESC, QSD/P

How are you involved in your community?:
I think I'm pretty involved. Having been involved with HRC for the past few years, I have attended many of the events we've sponsored and hosted. At work, I have volunteered with DPS and Swansea Elementary

List your interests and activities.:
Crafting, volunteering, and visiting local restaurants to try new foods.

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

Yes

If yes, enter the board name and position:
HRC - Commissioner

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

Yes

Why do you desire this appointment?:
I would like to continue planning events that serve the community

How much time do you anticipate being able to spend on this appointment each month?:
4-5 hours, or more if there are events that require additional time.

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:
Natasha Campbell - [redacted]

Reference 2: Full Name, Phone Number and Address:
Maria Saucedo - [redacted]

Reference 3: Full Name, Phone Number and Address:
Jennifer Banuelos - [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:
Saman Fatimah Mehdi

Time of Submission: 11/27/24 2:23:30 PM

Attachments

- Saman Mehdi Resume 2021.pdf

Saman Mehdi, PE, CFM

[redacted]

Objective

Transportation Drainage Engineer seeking a position allowing progression of technical skills, professional development opportunities, and further advancement in project proposal development and marketing opportunities.

Education & Credentials

University of Colorado, Denver, Colorado **January 2013 – May 2015**
Degree: Masters of Science in Hydrology and Hydraulics

University of Colorado, Denver, Colorado **January 2010 – May 2012**
Degree: Bachelors of Science in Civil Engineering, Minor in Mathematics

Professional Engineer, State of Colorado, Credential Number: 54457

Certified Floodplain Manager, #US-16-09269

CDOT Transportation Erosion Control Supervisor Certification, #36722

CDOT SWMP Preparer, Certification #A648344F

Certified Professional in Erosion and Sediment Control (CPESC), #9684

Qualified SWPPP Practitioner (QSP) and Qualified SWPPP Developer (QSD) Certificate, #27766

Professional Experience

Atkins Global **February 2020 - Present**
Senior Engineer I

- Performs hydrology and hydraulic design calculations for surface drainage in accordance with local, and state criteria.
- Coordinates project assignments with junior engineers within design team across multiple offices throughout the nation.
- Notable Projects worked on:
  - I-25 Pueblo-US50 Design Services
    - Developed Mitigation Pool Funding application and exhibits based on EIS design.
    - Developed 30% design for I-25S Corridor using OpenRoads.
  - I-70 Floyd Hill to VMT
    - Developed conceptual design for multiple segments along the I-70 corridor using OpenRoads.
  - US 285 and Broadway
    - Aided in the development of the Mitigation Pool Funding application and exhibits.
  - 19th Street Multimodal Improvements Project (Norwood to Sumac)
  - Weld County Guidelines
    - Aided in the development of the Drainage criteria section of the Weld County Engineering and Construction Guidelines released January 2021.
  - I-25 Ilex Pond Operations and Maintenance Plans.
    - Guided junior staff to develop the O&M Plans for 2 ponds per CDOT O&M Plan Guidance.
  - FHWA Projects:
    - Aided in the Project Development Plan for multiple FHWA sites.
  - Purple Line P3 Design (Maryland DOT)
    - Aided in the processing of Clash Detection reports, and QC'd processed Clash Detection Reports processed by others.

WSP **July 2019 – February 2020**

Senior Water Resources Engineer

- Performs hydrology and hydraulic design calculations for surface drainage in accordance with local, and state criteria.
- Coordinates project assignments with junior engineers within design team across multiple offices throughout the nation.
- Reviews drawings supplied by junior engineers and recommends necessary changes.
- Researches drainage design alternatives and forwards recommendations to Project Managers.
- Notable Projects worked on:
    - TxHSR Early Works Package – Segments 6 and 7
        - Hydrology calculations for on-site basins for use in ditch sizing, keeping in consideration erosive velocities and mitigation, and culvert sizing.
        - Developed plan sets and quantities for contractor.
    - Bangerter 3 Interchanges Pursuit
    - MDOT Areawide TMDL Design Build

JACOBS Engineering Group **May 2015 – July 2019**

Transportation Drainage Engineer

- Performs hydrology and hydraulic design calculations for roadway drainage (storm sewer systems, concrete culvert boxes, cross-drainage, headwall and wingwall design per CDOT M&S Standards)
- Coordinates project assignments with junior engineers and technicians within design team.
- Reviews drawings supplied by junior engineers and recommends necessary changes.
- Reviews drawings on behalf of client for new developments and recommends necessary changes.
- Researches drainage design alternatives and forwards recommendations to Project Managers.
- Assists with other duties assigned by Project Managers, including, but not limited to, quantity take off, engineer estimates, unit price analysis (including use of EEBACS for FHWA projects), plan production, drainage report write up, etc.
- Attends project review meetings with clients.
- Develops Stormwater Management Plans in accordance with local municipality and state requirements.
- Participated in a 6-month assignment abroad in Brisbane, Queensland, Australia (July 2018 – January 2019)
- Provides proposal support for local sales team
- Notable Projects worked on:
    - US34 Big Thompson Canyon Flood Recovery
    - Grand Ave/ Rio Grande Ave Phase 2 - Montrose West Side Arterial
    - SH30 Hampden & Havana Pedestrian Safety Connections
    - US 50 & 287 - Lamar Overlay
    - Printers Parkway Roundabout Construction
    - I-70B North Ave Interchange - Grand Junction
    - Multiple Pavement Preservation projects working with CFL, WFL, and FHWA
    - CFL – Petrified Forest National Park 3R Culvert Repair
    - International (Queensland, Australia)
        - Cross River Rail Proposal support
        - Saltwater Creek Detailed Design
        - Tiaro Options Analysis
        - Brisbane City Council Proposal support

EnCon Design, LLC **July 2014 – May 2015**

Design Engineer

- Review plans, details and specifications and provide interpretation of the same, identify deficiencies and assist with resolution
- Ensure that design and details are prepared and transferred to the design team
- Preparation of required design and details for assigned projects, with consideration of:
  - Structural integrity
  - Safe, efficient and economical production, stripping and transportation
  - Safe, efficient and economical installation, shoring and alignment of the product
  - Budget limitation of each design element

Technical Skills

Bentley Microstation, InRoads Storm and Sanitary, MHFD Software, WinTR55, HY-8, FlowMaster, AutoCAD, OpenRoads, Power InRoads

Microsoft Office Suite, Sharepoint

Extracurricular Activities

Colorado Association of Stormwater and Floodplain Managers

- *Secretary (2019 – Present)*
- *Young Members Group Co-Chair (*2016 – Present)
- *Website Coordinator*

Jacobs Denver Office – Jacobs Careers Network

- *Global Professional Development Team Member – Mentoring Lead (2018 – 2019)*
  - Provide mentoring resources to staff world-wide.
- *Denver Chapter Lead – (2016 – 2019)*
  - Coordinate volunteer events, after-work social events, and professional development meetings.
  - Plan and organize yearly Mentoring Program
    - Young professionals are paired with Senior Level Employees of all disciplines
    - Interact directly with Senior Level Employees to get mentor commitment
    - Coordinate all mentoring program events throughout the year.
  - Help to provide professional resources for all young professionals within all Colorado offices and the Southwest Region
  - Request and maintain fiscal year budgets

Jacobs Denver Office – University Champion

- *2017 - 2019*
  - Coordinate with Corporate to facilitate local career fairs
  - Organize summer Intern Program
    - Engage interns across 6-states in a series of lunch and learns, social events, and other office activities.
  - Provide support to hiring managers for new grad and intern needs.

Human Relations Commission

Applicant Package - Ward To Be Determined

Human Relations Commission - Ward To Be Determined

Term 01 Jan 2023 - 31 Dec 2026
Positions Available 7

Number of applicants in this package 1

- Jones, Shermethyst

Recieved: 5/12/2024
Ward II Resident & Registered Voter
Arapahoe County
Vetted on 5/16/2024

Marcus Bond

Name: Jones, Shermethyst

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?:
23 years

Are you registered to vote?:

Yes

Years of Education Completed:
4

Degree(s) Received:
Bachelors- Marketing Associates- Accunting

College(s) Attended:
University of Memphis Community College of Aurora

Employer Name:
Delta Dental of Colorado

Employer Address:
[redacted]

Current Position:
HR Representative

Years with Current Employer:
17

Work Experience:
Benefits and Payroll Administration

Certification(s):
Human Resources Certification - Employers Council Project Management Certification - Prosci

How are you involved in your community?:
Seeking an opportunity to serve in the ccommunity

List your interests and activities.:
Volunteer at church, arts and entertainment

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?:
Seeking an opportunity to learn more about the community and give back.

How much time do you anticipate being able to spend on this appointment each month?:
8 + 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:
Antonio Jones [redacted]

Reference 2: Full Name, Phone Number and Address:
Stephanie McGuffie [redacted]

Reference 3: Full Name, Phone Number and Address:
Amy Stuhmer [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:
Shermethyst D Jones

Time of Submission: 05/12/24 11:45:14 PM

Attachments

- Shermethyst Jones Resume 05 2024.pdf

SHERMETHYST JONES

[redacted]

[redacted] [redacted]

HR PROFESSIONAL

Dedicated Human Resources Professional skilled in benefit administration, open enrollment, project coordination, training, performance management, policy implementation, employee relations, employment law compliance and payroll processing in multiple systems. Highly skilled at adding productivity, innovation and efficiency to organizations. Well-versed in customer service, coordinating teams, research and financial infrastructure implementation.

CORE COMPETENCIES

Leadership | Empathetic | Active Listener | People Oriented | Critical Thinking
Maintain Confidentiality Organization | Human Resource Surveys and Audits | HR Policies and Procedures
Emotional Intelligence | Conflict Resolution Techniques

EXPERIENCE

DELTA DENTAL OF COLORADO **MAY 2006 – APRIL 2024**

Human Resources Representative

Managed day to day HR questions and concerns by ensuring consistent and fair resolutions.

- Administered full range of benefits program including yearly open enrollment and change activity. Resolved benefit related concerns to ensure positive employee experience.
- Coached, guided and partnered with Sr. Leaders, managers, and their teams to effectively foster positive employee relations and coaching culture; appropriate and timely communications and change management, feedback and recognition.
- Partnered with Corporate Recruiter onboarding new hires and completion of new hire setup.
- Coordinated with Human Resource Business Partners to facilitate FMLA, ADA, Short -Term and Long-Term Leaves
- Maintained benefit records and prepare all documents necessary for implementing benefit coverage.
- Compiled Affirmative Action information and documentation in preparation for annual reporting requirements.
- Completed all termination and offboarding paperwork, including COBRA notification etc.
- Led the peer recognition committee program as part of the organization People First Strategy to attract and retain top talent.
- Co- Chaired the Wellness Committee ensuring our employees focus on overall health and wellness.
- Served as a major contributor in the implementation of HRIS/ Payroll system conversion from ADP to Paycom and assisted with the facilitation of two successful ADP system migrations.
- Independently processed bi-weekly payroll through UKG for 200+ employees and resolved timekeeping issues with employees, managers and UKG.

Accounting Specialist/Individual Administrator Technician

Processed bi-weekly payroll. Prepared the daily bank deposit utilizing the Wells Fargo desktop scanner.

- Assisted the Senior Accountants, Accounting Manager and Controller with error free accounting support to complete monthly, quarterly and annual closings.
- Posted premium payments and charged bank or credit card payments to individual accounts.
- Maintained files of source documents and other information related to accounting, billing and eligibility activities.

ADDITIONAL RELEVANT EXPERIENCE

UNIVERSITY PHYSICIANS, INC.
Collection Coordinator/ Patient Support Coordinator
Performed collection action on all assigned delinquent accounts by contacting patients via phone, written letters of intent and submitting claims to third party payers as needed.

- Used problem-solving ability to do account research and reconciliation, accounts analysis, credit balances, and verification of information for follow up accounts.
- Worked with patients creating reasonable collection plans to resolve unpaid balances.

EDUCATION | CERTIFICATIONS

Bachelor of Business Administration, SALES AND MARKETING
University of Memphis

Associate of Applied Science, ACCOUNTING
Community College of Aurora

HUMAN RESOURCES CERTIFICATION
Employer Council

CHANGE MANGEMENT CERTIFICATION
Prosci

TECHNICAL SKILLS

- Microsoft Office Suite

Human Relations Commission

Applicant Package - Ward To Be Determined

Human Relations Commission - Ward To Be Determined

Term 01 Jan 2023 - 31 Dec 2026
Positions Available 7

Number of applicants in this package 1

- Gordon, Matthew

Received: 07/11/2024
Ward I Resident & Registered Voter
Adams County
Vetted on 7/16/2024

Marcus Bond

Name: Gordon, Matthew

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?:
1 year

Are you registered to vote?:

Yes

Years of Education Completed:
6

Degree(s) Received:
BA in Political Science

College(s) Attended:
Metropolitan State University of Denver University of Colorado - Denver, MA in Political Science

Employer Name:
City of Lone Tree

Employer Address:
[redacted]

Current Position:
Management Analyst I: Economic Development and Housing Policy Specialist

Years with Current Employer:
1 year

Work Experience:
Brush Chamber of Commerce/Foundation/Main Street- Executive Director 2021-2023 Town of Green Mountain Falls- Town Clerk/Treasurer 2021 City of Brush- DOLA Best and Brightest Graduate Intern 2019-2020

Certification(s):
n/a

How are you involved in your community?:

Present Involvement Denver Astronomical Society - Member Vintage Theater - Season Ticket Holder South Metro Denver Chamber - Ambassador Previous Involvement Morgan County Census Complete County Committee - Grant Writing Chair Brush Area Chamber of Commerce - Downtown Design Committee Chair City of Brush Historic Preservation Board - Member Brush Rodeo Association Advisory Board - Member Morgan County Tourism Panel - Member Brush Lion's Club - Member Brush Rotary Club - Member Downtown Colorado, Inc - Annual Awards Judge Panel Bronc Day Planning Committee - Member

List your interests and activities.:
Music. I am one part of a trio called Filthy Limericks that make positive minded hip hop and rap music. Reading/Writing. Interestingly enough, mind you this was years ago, a one act play I wrote was performed at Vintage Theater. It was titled 'Burrito'. Mostly write for myself nowadays. Astronomy/Astrophysics. I am an amateur astronomer. Bad at it though. Philosophy. Especially epistemology. How do we know what we know!? Politics and International Relations. I love learning about macro and micro politics. Family. Moved to the Metro area to be closer to family and friends. Video games. Yeah. I know. But I love them. Football. Diehard Carolina Panthers fan. My family has always been big on football. There are many other things but can be summed up as, I just love to learn.

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 attended a meeting of the Human Relations Commission on 7.10.2024. Amy, Board Chair, described the activities taken on by the commission prior to the meeting officially starting, it resonated with me. I had been doing research on the 31 boards that make up the policy arm of the City of Aurora with the intention of seeking a seat. While working in Brush, I was incredibly involved. I miss it. The feeling of making a difference in people's lives through collaborative and deliberate work. After attending the meeting, I felt compelled to complete this application. I believe my skill set and experience would be valuable to the Commission in executing its 14 authoritative functions outlined in City Code, Chapter 82-29. More importantly and less robotic like, I enjoy being a connector. People to people. People to resources. People to ideas. That sounds like exactly what the HRC does. I want to be a part of that.

How much time do you anticipate being able to spend on this appointment each month?:
In addition to meeting time, up to 10 hours per month.

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

No

If yes, please explain:
n/a

Reference 1: Full Name, Phone Number and Address:
Derek Bos, [redacted]

Reference 2: Full Name, Phone Number and Address:
Rick Keuroglian, [redacted]

Reference 3: Full Name, Phone Number and Address:
Carrie Ankrom, [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:
Matthew Gordon

Time of Submission: 07/10/24 11:49:04 PM

Attachments

- mattgordonresume2024.pdf

Contact

[redacted]

www.linkedin.com/in/[redacted]

(Personal)
www.facebook.com/[redacted]

Top Skills

Administrative Functions
Project Management
Community Relations

Honors-Awards

2020 Spur of the Year
10 Under 40

Matt Gordon

Always happy to help.
[redacted]

Summary

Learn, create, do.

Experience

City of Lone Tree, CO
Management Analyst I, Economic Development and Housing Policy Specialist
August 2023 - Present (1 year)
Lone Tree, Colorado, United States

Filthy Limericks
Member
2023 - Present (1 year)
Colorado, United States

Songwriter, producer, audio engineer, and member of the hip hop trio, Filthy Limericks

Brush Area Chamber Of Commerce/Foundation/Main Street
Executive Director/Main Street Manager
September 2021 - August 2023 (2 years)
Brush, Colorado, United States

Town of Green Mountain Falls, Colorado
Town Clerk/Treasurer
December 2020 - September 2021 (10 months)

City of Brush!
DOLA Best and Brightest Graduate Intern
January 2019 - December 2020 (2 years)
Brush, CO

Thoughtful Media Group, Inc.
Research Analyst
November 2016 - May 2018 (1 year 7 months)
Sherman Oaks, CA

USfluence
Researcher and Sales Support
March 2016 - November 2016 (9 months)
Sherman Oaks, CA

Colorado Department of Local Affairs
Graduate Intern
July 2013 - January 2014 (7 months)
Denver, CO

Education

University of Colorado Denver
Master's degree, Political Science and Government · (2019 - 2025)

Metropolitan State University of Denver
Bachelor's degree, Political Science and Government · (2008 - 2012)

Human Relations Commission

Applicant Package - Ward To Be Determined

Human Relations Commission - Ward To Be Determined

Term 01 Jan 2023 - 31 Dec 2026
Positions Available 8

Number of applicants in this package 1

- Truong, Anthony

Received: 12/4/2024
Ward V Resident & Registered Voter
Arapahoe County
Vetted: 12/11/2024

Marcus Bond

Name: Truong, Anthony

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?:
4 years

Are you registered to vote?:

Yes

Years of Education Completed:
16

Degree(s) Received:
Bachelor's of Science

College(s) Attended:
University of Colorado Denver

Employer Name:
Charles Schwab

Employer Address:
9300 Schwab Way, Lone Tree CO

Current Position:
Senior Fixed Income Specialist

Years with Current Employer:
2

Work Experience:
15 years

Certification(s):
N/A

How are you involved in your community?:
I try to be involved occasionally on my weekends

List your interests and activities.:
I enjoy weightlifting, watching movies, or learning about history

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

Yes

If yes, enter the board name and position:
Human Relations Commission

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

Yes

Why do you desire this appointment?:
I want to do my part to uplift Aurora's working class

How much time do you anticipate being able to spend on this appointment each month?:
4 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:
Taylor Volkman, [redacted]

Reference 2: Full Name, Phone Number and Address:
Zack Burley, [redacted]

Reference 3: Full Name, Phone Number and Address:
Bryan Lindstrom, [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:
Anthony Truong

Time of Submission: 12/04/24 7:53:58 PM

Attachments

- Resume2023.pdf

Anthony Truong- Licensed Financial Services Professional

[redacted]

PROFESSIONAL SUMMARY

- Customer and data-driven professional licensed in financial services
- Highly-skilled at problem solving for a large # of daily client requests
- Passionate about building rapport and helping clients realize their financial goals
- Adept at condensing complex subjects and educating a broad range of clients to help them make investment decisions

PROFESSIONAL EXPERIENCE

Charles Schwab, Denver, CO **February 2023 – Current** *Senior Fixed Income Specialist (active Series 7 & 63 licenses)*

· Educated and engaged clients focused on providing guidance as it relates to their fixed income and service needs

- Uncovered stated and unstated needs client was seeking and educated various fixed income products to resolve specific needs
- Work with an average of 30-40 clients per day and place trades on primary and secondary markets for fixed income products, or provided guidance on client's investment objectives

· In-depth knowledge of various fixed income products such as treasuries, CDs, municipal and corporate bonds, educated clients in lay terms to enhance relationship building

· Building strong relationships with clients and found further business opportunities and referrals for business partners

Robinhood, Denver, CO **Sept 2021 – July 2022** *Customer Experience Representative, (holds active Series 7 & 63 licenses)*

· Managed a high volume of outbound calls &inbound emails:

- Resolved 4 to 5 client cases per hour, = 32 to 40 daily resolutions = 160 to 200 resolutions per week · Provided solutions to customer inquiries or problems quickly yet accurately to maximize the client experience and meet internal service goals

· Top performer across various teams (consistently)

Fidelity Investments, Denver, CO **April 2020 – Sept 2021** *Customer Relationship Advocate, (holds active Series 7 & 63 licenses)*

- Take 70+ phone calls daily to problem solve and giving efficient and friendly service to callers
- Place trades for options, stocks, ETFs, and mutual funds; process retirement distributions
- Analyze and anticipate client needs in order to provide tailored and proactive solutions
- Educate clients on a wide variety of investment-related topics, including margin, derivative products, corporate actions, financial markets, investment risks, and more

Luxottica Group–Target Optical, Sheridan, CO **October 2014** – **October 2020** *Certified Optician*

- Reviewed and organized health charts for incoming patients, answered patient inquiries and sold customers eyewear and accessories based on client's needs
- Anticipated customer needs and tailored appropriate solutions; built an excellent rapport with customers
- Managed multiple software programs to process insurance, billing, and patient RXs

- Recognized as a top-performing sales associate; maintained comprehensive product knowledge; developed strong proficiency with cross-selling; met weekly sales quotas, managed inventory on a weekly basis, acted as manager on duty

ADDITIONAL WORK EXPERIENCE:

Shalom Home Health Care, Denver, CO *Administrative Assistant, Human Resources* **July 2018 – August 2019 Secret Service Technologies,** Denver, CO *Process Server* **July 2014 – July 2018 University of Colorado, Denver,**Denver, CO *Financial Aid Advisor Assistant* **Nov 2013 – July 2014**

EDUCATION

University of Colorado at Denver,Denver, CO **May 2016** ● B.S. in Biology and Certificate in Biochemistry

- Maintained full-time employment throughout the coursework in order to graduate debt-free

TECHNICAL SKILLS, CERTIFICATIONS, & ACCOMPLISHMENTS

□Securities Industries Essentials (SIE) certified □Proficient with MS Office and related operating systems

INTERESTS

Competitive powerlifter and bodybuilder, holds various records at the state and national level; Avid gamer, maintains a Youtube following of 1,000+ subscribers, produces weekly podcasts and maintains a seat on a feedback panel for Warner Brothers Games; huge fan of action movies and Bruce Lee

Human Relations Commission

Applicant Package - Ward III

Human Relations Commission - Ward III

Term 01 Jan 2023 - 31 Dec 2026
Positions Available 4

Number of applicants in this package 1

- Owens, Timniyha

Received: 02/22/2024
Ward III Resident & Registered Voter
Arapahoe County
Vetted on 2/22/2024



Name: Owens, Timniyha

Address: [redacted]

Email: [redacted]

Board Name: Human Relations Commission

Date of Birth:
05/31/1984

Home Phone Number:
[redacted]

Work Phone Number:
[redacted]

How long have you lived in Aurora?:
I've lived in the Denver Metro area (including Aurora) since 1991, with a break between 2001 and 2006. In 2006, I moved back to Aurora and have been here since.

Are you registered to vote?:

Yes

Years of Education Completed:
College

Degree(s) Received:
Associate of Arts - Sociology

College(s) Attended:
Community College of Denver

Employer Name:
Colorado Governor's Office of Information Technology (OIT)

Employer Address:
1575 Sherman St. Denver, CO 80203

Current Position:
Equity, Diversity & Inclusion Specialist

Years with Current Employer:
8

Work Experience:
Prior to my current position as an Equity, Diversity & Inclusion Specialist, my work history included leadership positions in communictions, change management, public benefit processing, and food service.

Certification(s):
HRCI Learning Center 2023 - Certificate in Creativity and Innovation University of Colorado Boulder - Leeds School of Business 2022 - Certificate of Corporate Social Responsibility/Environmental Social and Governance Strategy Prosci 2019 - Certified Change Practitioner

How are you involved in your community?:

I have been involved in my community for nearly two decades through facilitating and participating in various poetry and spoken word events. I am also a proud graduate of the Urban Leadership Foundation of Colorado 2022 cohort. Our group was the first to add an Aurora location to the ULFC's annual Thanksgiving in July, a day of thanksgiving, celebration, good food and positive energy for our unhoused neighbors. I continue to volunteer in ULFC's many other annual and ad hoc community events. Additionally, I am a founding member of Black Tech Denver, a community built on providing more access and opportunities to technology professionals from historically underserved communities.

List your interests and activities.:
As an innate introvert, my interests and activities tend to be quiet and focused things like reading, writing, and watching random documentaries and YouTube videos. I also love movie and game nights with my wife and daughter. My favorite hobby is building LEGO sets, and I consider it one of my life's missions to spread the word that there are LEGO bricks, sets, amusement parks, etc. but never "Legos". Outside of my house, I enjoy attending concerts, movies, plays, and other artistic exhibits around our beautiful state.

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 interested in this appointment because I have a solid track record of positively impacting teams and organizations and I am confident that I can continue that reputation in this role. I am at a point where I am generally happy in my professional and personal life, but would like to be increasingly active in the community. My time in the Urban Leadership Foundation Connect program taught me the importance of local government, including boards and commissions, and I want to do my part.

How much time do you anticipate being able to spend on this appointment each month?:
8-12 hours

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

No

If yes, please explain:
The only conflicts of interest that could occur for me are in any collaborations or transactions with the State of Colorado government.

Reference 1: Full Name, Phone Number and Address:
Ted DeRosa, [redacted], Littleton, CO

Reference 2: Full Name, Phone Number and Address:
Dr. Genene Duran, [redacted], Denver, CO

Reference 3: Full Name, Phone Number and Address:
Tiffany Johnson, [redacted], Denver, CO

How did you hear about us?:

Other

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

Time of Submission: 02/22/24 4:23:22 PM

Attachments

- OwensTimniyhaResume2023.docx.pdf

Experience

Governor's Office of Information Technology, Denver, CO

Equity, Diversity & Inclusion Specialist October 2022 - Current

- Coordinates and delivers training content in collaboration with the Senior EDI Manager. Confidently coaches and facilitates conversations related to micro-aggressions, biases, cultural humility, allyship, and operationalizing EDI.
- Drives tasks of multiple interdependent projects including agency-wide communications, program roll-outs, data analytics, tracking and reporting, and stakeholder management.
- Provides overall leadership, guidance and support to EDI Action Alliance and Employee Resource Groups, including but not limited to: alignment, governance, charters or roadmaps, event support, budget management, communication, and membership.
- Oversees and leverages Employee Resource Groups, research, stakeholders and other resources to create a sense of belonging and community building as a retention effort particularly among marginalized employees.
- Collaborates with executive leadership and key stakeholders to develop plans, strategies, initiatives and thought leadership.
- Develops resources and toolkits for supervisors and employees on making OIT more inclusive.
- Consults on policy and works with the communications team to develop communications and events for sharing best practices, and to raise the visibility of EDI efforts and progress.

Equity, Diversity & Inclusion Action Alliance Co-chair (volunteer) January 2020 - October 2022

Communications & Change Management Supervisor May 2019 - October 2022

- Provided direction on tasks and priorities and delivered ongoing, coaching, feedback and evaluation for the Communications, Change Management, Training, and Online Help teams. Documented all discussions and plans accordingly.
- Supervised projects implementing Agile and Waterfall methodologies with planning and prioritizing initiatives to ensure that all projects were executed on time and at high-quality levels.
- Led a cross-functional team of technology professionals (Business Analysts, Solution Engineers, UX Designers, Manager of Programs, Project Managers, Portfolio Managers, etc.) to create useful, usable, supportable and desirable solutions.
- Assisted in the creation of the vision for developing, communicating, and implementing outstanding communications and change management across agencies.
- Delivered expert consultation to internal and external clients in the area of expertise to assist in moving their goals and objectives forward.
- Identified and presented recommendations for upcoming budget needs based on department business objectives.

Online Help (OLH) Team Lead November 2016 - May 2019

- Provided assistance and direction for complex online help problems that were escalated by program areas or other stakeholders.
- Served as the primary liaison/project manager between various departments, senior leadership, and external participants for virtual meetings/online assistance and coordinated all necessary technical elements of virtual meeting production and execution.
- Improved communication to internal and external clients by implementing creative and forward-thinking initiatives.

Technical Writer December 2015 - November 2016

- Created and maintained over 500 pages of help text and documentation for Colorado Benefits Management System (CBMS), the state's largest web-based platform

City & County of Denver, Denver, CO
Lead Eligibility Technician, Family & Adult Division May 2015 - December 2015

- Maintained current knowledge of the Colorado Benefits Management System, programs, policies, and community resources and adjusted work processes to ensure accurate provision of benefit
- Monitored work activity on caseloads to ensure that cases were clearly and thoroughly documented, reviewed and analyzed case records and reported for completeness and accuracy, and identified compliance and production problems
- Provided on-the-job training, mentored new and established employees, and collaborated with the training unit on course content, materials, and claims review
- Resolved problems encountered during daily operations and determined appropriate solutions and led team in improving quality and timeliness by over 50%

Eligibility Technician, Family & Adult Division February 2014 - May 2015

- Determined financial eligibility for public assistance programs including SNAP (Supplemental Nutrition Program), TANF (Temporary Assistant for Needy Families), and Health First Colorado/Colorado's Medicaid Program
- Interviewed clients (in English and Spanish) and reviewed applications to elicit and verify pertinent eligibility information under close supervision
- Received 100% quality reviews and exceeded case processing and timeliness goals on a consistent basis

Wendy's International, Multiple Locations, CO
Training Store Manager June 2008 - February 2014

Education/Certificates

HRCI Learning Center 2023
Certificate in Creativity and Innovation

University of Colorado Boulder - Leeds School of Business 2022
Certificate of Corporate Social Responsibility/Environmental Social and Governance Strategy

Prosci 2019
Certified Change Practitioner

Community College of Denver, Denver, CO 2015
Associates Degree, Sociology
Associates Degree, Business

Awards

40 Under 40 Business Leader June 2023
Colorado LGBT Chamber of Commerce

Spirit of ULF Award November 2022
Urban Leadership Foundation of Colorado

Public Service Recognition Award — July 2022
Governor Jared Polis

CITY OF AURORA
Council Agenda Commentary

Item Title: Consideration to Appoint One (1) Member to the Judicial Performance Commission
Item Initiator: Kadee Rodriguez, City Clerk
Staff Source/Legal Source: Kadee Rodriguez, City Clerk / Tim Joyce, Assistant City Attorney
Outside Speaker: N/A
Council Goal: 2012: 1.5--Maintain an unbiased, independent municipal court

COUNCIL MEETING DATES:

Study Session: 1/13/2025

Regular Meeting: 1/27/2025

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

Item requires a Public Hearing: ☐ Yes ☒ No

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

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

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

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

☐ Approve Item and Move Forward to Study Session

☐ Approve Item as Proposed at Study Session

☒ Approve Item and Move Forward to Regular Meeting

☐ Approve Item as Proposed at Regular Meeting

☐ Information Only

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

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: N/A

Policy Committee Date: N/A

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

☐ Recommends Approval ☐ Does Not Recommend Approval

☐ Forwarded Without Recommendation ☐ Minutes Not Available

☐ Minutes Attached

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

The purpose of the Judicial Performance Commission is to present evaluations and recommendations to the City Council in regard to the reappointments of Municipal Court judges.

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 Judicial Performance Commission currently has two (2) vacancies. The Commission received one (1) application and interview was conducted on November 23, 2024.

The applicant was:
Haidee Ferreyra

Upon conducting interview, the Judicial Performance Commission respectfully recommends the appointment of the following candidate:

Haidee Ferreyra – 1st term beginning 09/1/2024 and ending on 08/31/2027

FISCAL IMPACT

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

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

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

N/A

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

N/A

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

N/A

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

N/A

QUESTIONS FOR COUNCIL

Does City Council wish to appoint Haidee Ferreyra to the Judicial Performance 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 judicial performance commission shall be composed of seven voting members. The membership of the judicial performance commission shall be made up as follows: (1) Four of the members shall be residents of the City or individuals who are actively engaged in the ongoing conduct of business within the City, who are not licensed attorneys; (2) Three of the members shall be previously or presently licensed attorneys who are or have been engaged in the practice of law and meet at least one of the following qualifications: (a) A practicing attorney who maintains or is regularly employed by a law office within the City; (b) A resident of the City who was licensed to practice law for a minimum of five years in any jurisdiction in the United States with no disciplinary record but who maintains a bar license in an active or inactive status; (c) A retired judicial officer who is a resident of the City is eligible to be appointed as an attorney member; provided, that no retired judicial officer may be assigned or appointed to perform judicial duties while serving on the judicial performance commission; (3) With respect to attorney members, an effort shall be made to appoint one attorney whose employment relates or related to criminal prosecution, and one attorney whose employment relates or related to the defense of criminal cases; (4) No member shall be related by blood or marriage within the third degree to any other member; (5) No member shall at the time of the appointment or thereafter while serving on the judicial performance commission be an officer or employee of the City. (Aurora, Colo. Code § 50-102). The term length for each member is three years and members may serve up to three consecutive terms. (Aurora, Colo. Code § 2-772). (TJoyce)

Through: Kadee Rodriguez, City Clerk; Marcus Bond, Clerk Analyst
Date: November 25, 2024
Subject: New Appointment Request to the Judicial Performance Commission

TO: The Honorable Mayor Mike Coffman and Members of the Aurora City Council

Dear Mayor Coffman and Members of City Council:

The Judicial Performance Commission requests one new appointment.

We request Ms. Haidee Ferreyra's appointment as a resident member. Ms. Ferreyra has lived in Aurora 29 years and has a bachelor's degree in business administration. She has extensive experience in business development and public relations at multiple law firms. She has volunteer experience as a victim advocate for the Lakewood Police. She is fluent in both Spanish and English. The Commissioners interviewed Ms. Ferreyra on November 23, 2024, and we find her uniquely qualified for nomination.

Her application and resume are attached.

Respectfully,

John Haien, Chair

JUDICIAL PERFORMANCE COMMISSION
AURORA

John Haien, Chair

Debbie Stafford, Vice Chair

Conrad Huygen

Carol Johnson

Robert Spagnola

P.O. Box 472198
Aurora, Colorado 80047-2198

Judicial Performance Commission

Applicant Package - Ward To Be Determined

Judicial Performance Commission - Ward To Be Determined

Term 01 Sep 2022 - 31 Aug 2025
Positions Available 2

Number of applicants in this package 1

- Ferreyra, Haidee

Received: 10/17/2024
Ward V Resident & Registered Voter
Arapahoe County
Vetted: 10/28/24
Marcus Bond

Name: Ferreyra, Haidee

Address: [redacted]

Email: [redacted]

Board Name: Judicial Performance Commission

Date of Birth:
[redacted]

Home Phone Number:
[redacted]

Work Phone Number:
[redacted]

How long have you lived in Aurora?:
29 years

Are you registered to vote?:

Yes

Years of Education Completed:
College

Degree(s) Received:
Bachelors in business administration

College(s) Attended:
CU Denver

Employer Name:
Fiedler Trial Lawyers

Employer Address:
19070 E Hamilton Pl

Current Position:
Business development and client relations

Years with Current Employer:
4

Work Experience:
Marketing, communications, business development, paralegal, legal admin, operations, sales.

Certification(s):
Public Notary

How are you involved in your community?:
Have volunteer for Lakewood police as a victim advocate, help raise funds for CTLA to remove insurance caps in Colorado. Volunteered for clinicals that serve the under privileged with health solutions for the disabled with Craig's Hospital.

List your interests and activities.:
I enjoy helping others, being involved in my community and being a voice for others. On my free time I spend time with my family, hike, read, try new restaurants and help small business in Aurora improve their online presence.

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 believe I can be a strong advocate because I bring a strong commitment to justice, relevant expertise in law and public policy, and a proven ability to analyze complex issues. My deep understanding of community needs will help ensure fair evaluations of judges, and I am dedicated to promoting transparency and diversity in our judicial system.

How much time do you anticipate being able to spend on this appointment each month?:
Whatever is required or more

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

No

If yes, please explain:
I don’t think I do

Reference 1: Full Name, Phone Number and Address:
Jahieda Medina - [redacted]

Reference 2: Full Name, Phone Number and Address:
Leonel Onate - [redacted]

Reference 3: Full Name, Phone Number and Address:
Jeraldine Estrada - [redacted]

How did you hear about us?:

Newspaper;News Aurora (water bill newsletter)

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

Time of Submission: 10/17/24 2:06:37 PM

Attachments

- Ferreyra, Haidee Resume.pdf

Haidee Ferreyra

Business | Marketing

[redacted]

Summary

With extensive experience in Marketing, Business Communications, Community Outreach, and Operations, I bring a unique and robust blend of skills sets that can achieve optimal results within an organization. I excel in developing and executing communication strategies that align with overall business objectives, enhance brand visibility, and drive revenue growth. I am dedicated to delivering impactful results through the creation and implementation of data-driven communication plans, identifying new opportunities for engagement, and leveraging technology to better reach target audiences and maximize ROI. My extensive experience in leading cross – functional teams, combined with strong leadership skills and a deep understanding of diverse cultural audiences, enables me to craft compelling campaigns and innovative ideas.

Experience

Business Development & Client Relations | Fiedler Trial Lawyers | Denver, CO | 2023 - Present

- Implement business development strategies to achieve the firm's growth objectives and execute client facing events.
- Attend various industry events, conferences, expand professional networks, stay updated on industry trends, identify new business opportunities, and gather insights that inform communication strategies.
- Create and manage communication campaigns that align with business objectives and resonate with target audiences.
- Develop personalized communication strategies that integrate cultural awareness and diversity to enhance engagement.
- Conduct market research, analyze market trends, and competitor activities to identify potential areas of growth, develop a strategic plan to achieve business goals, and enhance communication efforts across multiple platforms.
- Draft press release statements for litigated cases involving wrongful death, police brutality, and medical malpractice.
- Work closely with attorneys to align business development activities with the firm's goals.
- Monitor and analyze the effectiveness of communication strategies and make data driven adjustments.
- Manage a digital marketing team to ensure that all marketing communications campaigns effectively convey the company's message to target audiences, while being culturally sensitive and inclusive, reflecting diversity.
- Coordinate with internal teams to ensure consistent messaging and branding across multiple channels.
- Building and maintaining strong relationships with clients, attorneys, and medical professionals to identify opportunities.

Marketing Manager & Business Operations | Fiedler Trial Lawyers | Denver, CO | 2020 - 2023

- Create and implement marketing plans that align with the company's objectives and target audience. This includes market research, competitive analysis, identifying key messaging, and ensuring consistency in brand messaging.
- Leverage cultural insights, to create more effective and respectful engagement strategies that resonate with diverse communities, fostering stronger relationships and more successful outcomes.
- Aligned marketing plans and execute new campaigns utilizing social media, Google Ads, SEO, sponsorships, press releases, email marketing and community involvement, to help generate new leads, website traffic and higher conversion rates.
- Create all sorts of marketing collateral from print to digital for events, clients, proposals, conferences, and presentations.
- Manage and oversee the creation of digital marketing campaigns including blogs, press release, social media, and newsletters to ensure proper messaging to diverse communities.
- Maintain a diverse relationship with legal partners, healthcare providers, referral sources, non-profit entities, and clients.
- Manage and reduce business costs through effective negotiation, expense monitoring, and contract management, leading to the development of strategic initiatives that enhance operational efficiency,
- Develop risk management strategies to protect the firm from potential liabilities.
- Participate in and support cultural festivals, holidays, and events to demonstrate respect and appreciation for the community's culture and provide opportunities for meaningful engagement.
- Accountable for managing various administrative functions regarding marketing, operations, leadership, training, sponsorships, community outreach events, legal and business affiliations.
- Successfully managed day-to day workflow efficiently, on daily operational tasks and consistently accomplish objectives through organizational, attention to detail and expertly handling confidential matters.

Marketing Associate | Franklin D. Azar & Associates | Denver, CO | 2018 - 2020

- Create and execute comprehensive media strategies through the use of traditional and digital marketing.

- Conceptualize various marketing campaigns that are customized for different cultural contexts, aiming to engage a broad spectrum of audiences through multiple media platforms, resulting in increased engagement.
- Develop and maintain strong networking connection with various media vendors, nonprofit organization, and businesses.
- Monitored and analyze media performance metrics to optimize campaigns, refine strategies, and improve outcome.
- Analyze campaign performance, track client acquisition, website analytics, social media metrics, evaluate content performance, track budget, conduct competitor analysis, collect client feedback, and prepare reporting regularly.
- Manage budgets and track spending for campaigns and projects, by generating financial reports and analysis ensuring cost-effective use of resources while achieving desired results and ensure financial goals are achieved.
- Research and identify current life events or common issues, to properly communicate and strategize for campaigns.
- Collaborate with attorneys, internal and external teams to create compelling content, to place on multiple media sources.
- Maintain an active presence in the community with a calendar of outreach events, and sponsorships within the community, nonprofit organizations, sports industry, networking events and legal associations.
- Coordinate and implement external events for local nonprofit organizations and community groups, engaging diverse audiences, ranging from 1,000 to 60,000 participants.
- Oversee all aspects of event logistics, planning and coordinating event details, manage budgets, liaising with vendors, oversee on sight operations, and evaluating the event afterword.
- Conduct focus groups to articulate, enhance, and refine the business structure in operations, marketing, client relations, and legal matters.

Skills

- Public Relations
- CRM Management
- Campaigns
- Financial Analytics
- Team Leadership
- Market Research
- Data analytics
- Content Creation
- Cultural Understanding
- Marketing Strategies
- Attention to Detail
- Problem Solving
- Email Marketing
- Press Release
- Multitasking
- Great Communication
- Social Media Management

Education

Associates of Arts in Business | Community College of Aurora | Aurora, CO | *December 2020*

Bachelor of Science in Business Administration (BSBA) – Marketing | University of Colorado Denver | Denver, CO | *May 2024*

Volunteering

- Craig Hospital |Rehabilitative Care Coordinator
  - Help coordinate outpatient rehabilitative care plans for individuals with brain injuries, stroke, spinal cord, or amputation injuries, that are uninsured by utilizing community resources available to the clinic.
- Lakewood Police Department | Victim Advocate
  - Offer comprehensive support services to victims and survivors of violent crimes, through the crime victim compensation program.
- Colorado Department of Transportation | Drive Smart
  - Participated in various seminars and monthly meetings to help craft new messages, to create a safe driving environment.
  - Assist in devising future communications messages that resonate with campaigns targeted to certain demographics.

Affiliations

- Hispanic Marketing Counsel
- American Marketing Association
- Legal Marketing Association
- Colorado Trial Lawyers Association

Languages

- English (fluent)
- Spanish (fluent)

Certifications

- Public Notary

CITY OF AURORA
Council Agenda Commentary

Item Title: Infrastructure Task Force Ad-hoc Policy Committee Appointment
Item Initiator: Curtis Gardner, City Council Member
Staff Source/Legal Source: Laura Perry, Deputy City Manager / Jack Bajorek, Chief Deputy City Attorney
Outside Speaker: None
Council Goal: 2012: 2.1--Work with appointed and elected representatives to ensure Aurora's interests

COUNCIL MEETING DATES:

Study Session: N/A

Regular Meeting: 1/27/2025

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

Item requires a Public Hearing: ☐ Yes ☒ No

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

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

Infrastructure Task Force Ad-hoc Policy Committee Appointment
Sponsor: Curtis Gardner, City Council Member
Staff Source: Laura Perry, Deputy City Manager

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

☐ Approve Item and Move Forward to Study Session

☐ Approve Item as Proposed at Study Session

☐ Approve Item and Move Forward to Regular Meeting

☒ Approve Item as Proposed at Regular Meeting

☐ Information Only

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

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: N/A

Policy Committee Date: N/A

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

☐ Recommends Approval ☐ Does Not Recommend Approval

☐ Forwarded Without Recommendation ☐ Minutes Not Available

☐ Minutes Attached

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

N/A

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

Appointment of Jason Wardrip representing the Colorado Building & Construction Trades Council to the Build Up Aurora Infrastructure Task Force Ad-hoc Policy Committee.

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 approve this appointment?

LEGAL COMMENTS

Pursuant to City Charter 3-9, the City Council of the City of Aurora has all legislative powers of the City and all other powers of a home rule city not specifically limited by the Constitution of the State of Colorado and not specifically limited or conferred upon others by the Charter. Pursuant to the City of Aurora's City Council Rules of Order and Procedures Section B.2(a), Council members have authority to place items on the Study Session agenda and each item shall indicate the party requesting the item. Pursuant to City of Aurora's City Council Rules of Order and Procedure Section D.2, Ad Hoc Committees may be formed, and appointments shall be made at City Council Study Sessions or Workshops with the support of the majority of Council Members in attendance. (Koumantakis)

RESOLUTION NO. R2024-102

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, CREATING THE BUILD UP AURORA INFRASTRUCTURE TASK FORCE COMMITTEE

WHEREAS, the City of Aurora (the "City") is a growing city with growing critical capital needs to maintain, repair, build, and acquire new capital assets; and

WHEREAS, the City is currently faced with aging infrastructure and inadequate funding to maintain assets and keep up with demands for new services and facilities; and

WHEREAS, the City's desired outcome is a well-funded capital improvement program that balances existing infrastructure, new projects, and ongoing capital maintenance; and

WHEREAS, a sound, multi-year capital planning and investment strategy is needed that identifies the City's most critical capital needs and new sustainable financial tools to address; and

WHEREAS, under the co-sponsorship of Mayor Pro Tem Dustin Zvonek and Councilmember Curtis Gardner, an infrastructure task force committee, to be called Build Up Aurora Infrastructure Task Force, shall be created to evaluate and develop a long-term 10-year strategic plan for infrastructure investment that aligns with the City's overall goals and objectives; and

WHEREAS, the Build Up Aurora Infrastructure Task Force shall include the following assignments: 1) develop a short-term, mid-term, and long-term phased strategic plan for the efficient allocation of resources to support the City's capital improvement needs; 2) establish criteria for prioritizing the City's infrastructure needs based on factors such as urgency, impact, feasibility, and alignment with strategic goals; 3) foster effective communication and collaboration with internal and external stakeholders, including business and community groups, industry partners, and the public; 4) engage with Aurora residents through a variety of methods to understand their infrastructure needs, preferences, and concerns, and incorporate their input into recommendations; and, review funding options that support sustainable infrastructure development and ongoing capital maintenance; and

WHEREAS, the Build Up Aurora Infrastructure Task Force will be co-chaired by two members of City Council, who shall be Dustin Zvonek and Curtis Gardner, and may be comprised of 8 to 10 representatives from different sectors and disciplines appointed by City Council; and

WHEREAS, the Build Up Aurora Infrastructure Task Force may create subcommittees that will be comprised of its representatives in smaller, more focused groups to address various City Departments' infrastructure needs; and

WHEREAS, the Build Up Aurora Infrastructure Task Force may meet for one to two hours each month, or as deemed necessary, beginning in August 2024; and

WHEREAS, the work of the Build Up Aurora Infrastructure Task Force will be represented by City staff with support from consultants; and

WHEREAS, public testimonies may be held throughout the process to inform discussion and to receive feedback on recommendations; and

WHEREAS, pursuant to City Charter 3-9, the City Council of the City of Aurora has all legislative powers of the City and all other powers of a home rule city not specifically limited by the Constitution of the State of Colorado and not specifically limited or conferred upon others by the Charter; and

WHEREAS, pursuant to the City of Aurora's City Council Rules of Order and Procedures Section B.2(a), Council members have authority to place items on the Study Session agenda and each item shall indicate the party requesting the item; and

WHEREAS, pursuant to City of Aurora's City Council Rules of Order and Procedure Section D.2, Ad Hoc Committees may be formed, and appointments shall be made at City Council Study Sessions or Workshops with the support of the majority of Council Members in attendance; and

WHEREAS, pursuant to City Charter 5-1, the City Council of the City of Aurora shall have the power to act by ordinance, resolution or motion and may adopt policies as it deems proper and advisable.

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

Section 1. The City Council of the City of Aurora expresses its support for and authorizes the creation of the Build Up Aurora Infrastructure Task Force through this resolution.

Section 2. The Mayor and City Clerk are hereby authorized to execute this resolution 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 12th day of August, 2024.

MIKE COFFMAN, Mayor

ATTEST:

KADEE RODRIGUEZ, City Clerk Deputy

APPROVED AS TO FORM:

RLA

Michelle Gardner

MICHELLE GARDNER, Sr. Assistant City Attorney

CITY OF AURORA
Council Agenda Commentary

Item Title: Directing the City Manager to allocate the funds of the Occupational Privilege Tax (Resolution)
Item Initiator: Françoise Bergan, Council Member / Curtis Gardner, Council Member
Staff Source/Legal Source: Jason Batchelor, City Manager / Hans Hernandez, Senior Assistant City Attorney
Outside Speaker: N/A
Council Goal: 2012: 1.0--Assure a safe community for people

COUNCIL MEETING DATES:

Study Session: 10/14/2024

Regular Meeting: 10/28/2024

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

Item requires a Public Hearing: ☐ Yes ☒ No

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

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

Sponsor: Françoise Bergan, Council Member / Curtis Gardner, Council Member
Jason Batchelor, City Manager / Hans Hernandez, 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 Study Session

☐ Approve Item and Move Forward to Regular Meeting

☐ Approve Item as Proposed at Regular Meeting

☐ Information Only

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

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: N/A

Policy Committee Date: N/A

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

☐ Recommends Approval ☐ Does Not Recommend Approval

☐ Forwarded Without Recommendation ☐ Minutes Not Available

☐ Minutes Attached

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

N/A

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

This resolution will direct the City Manager to allocate the funds of the Occupational Privilege Tax, beginning with the 2025 fiscal year, to public safety. The City Manager shall allocate the funds to finance and fund two fire stations (the Aurora Highlands Fire Station and the Southshore/Blackstone Fire Station) with any remaining funds to be spent for public safety/police operations.

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 support the resolution?

LEGAL COMMENTS

The Council shall have all legislative powers of the city and all other powers of a home rule city not specifically limited by the Constitution of the State of Colorado and not specifically limited or conferred upon others by the Charter. See, City Charter Article 3-9. The City Manager shall be responsible to the City Council for the proper administration of all affairs of the City placed in his charge and, upon the request of the City Council, make written or verbal reports to the City Council concerning the affairs of or within the City. See also, City Charter Art. 7-4 (e).
Members of City Council have the authority to place items on the Study Session and Regular/Special Meeting agendas. (Rules of Order and Procedure for the Aurora, Colorado, City Council, Rule B.2) (Hernandez)

CITY OF AURORA
Late Submission Approval for Agenda Item

Item Title: Resolution Employee Occupational Privilege Tax
Item Initiator: Council Members-Francoise Bergan and Curtis Gardner
Staff Source/Legal Source: Jason Batchelor, City Manager/Hans Hernandez, Senior Assistant City Attorney
Outside Speaker: N/A
Council Goal: 2012: 4.0--Create a superior quality of life for residents making the city a desirable place to live and work

CRITERIA - PLEASE CONSIDER ITEM FOR LATE SUBMISSION FOR THE FOLLOWING REASON:

☐ There is a time-sensitive legal requirement that must be met and cannot be met by a future meeting date

☐ The delay will result in an adverse financial impact to the city

☐ The item is related to a disaster and must be addressed before the next available meeting

☒ The item has been requested by Council Members Francoise Bergan and Curtis Gardner

COUNCIL MEETING DATES FOR LATE SUBMISSION:

Study Session: N/A

Regular Meeting: 10/14/2024

EXPLANATION:

This item has been requested by Council Members Francoise Bergan and Curtis Gardner.

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	Late Submission Approver Name (Deputy City Manager)
Agenda Item Initiator Signature Date	Jason Batchelor 10/10/24 Late Submission Approver Signature Date

RESOLUTION NO. 2024-____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, DIRECTING THE CITY MANAGER TO ALLOCATE THE REVENUES OF THE OCCUPATIONAL PRIVILEGE TAX OF ARTICLES V AND VI OF CHAPTER 130 OF THE CITY CODE OF THE CITY OF AURORA TO FUND TWO FIRE STATIONS, AND THE REMAINING BALANCE TO FUND PUBLIC SAFETY OPERATIONS

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 the City has authority over matters of local concern; and

WHEREAS, Articles V and VI of Chapter 130 impose an Occupational Privilege Tax (the "Tax") on employers and employees within the City, and the City Council (the "Council") wishes to direct the City Manager to account for all revenues collected from the Tax to be allocated for public safety as described in this resolution; and

WHEREAS, the Council has the power to make and publish from time-to-time ordinances and pass resolutions that the Council deems necessary and proper to provide for the safety; preserve the health; promote prosperity; and improve the morals, order, comfort and convenience of the City, and the Council has found and determined that this resolution fulfills these purposes.

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

Section 1. Beginning with the fiscal year 2025 and thereafter, and conditioned upon the Occupational Tax remaining in effect, or as otherwise directed by the City Council, the City Manager is hereby directed to account the revenue collected from the occupational privilege tax under Article V and VI of Chapter 130 of the Aurora City Code, for the purpose of financing or funding the Aurora Highlands Fire Station and the Southshore/Blackstone Fire Station, to cover the construction and operating costs of both stations.

Section 2. The City Manager is hereby directed to account and dedicate any remaining revenue collected from the occupational privilege tax under Article V and VI of Chapter 130 of the Aurora City Code, to the financing or funding of police operations.

Section 3. The City Council hereby directs the City Manager to ensure that the construction of the fire stations mentioned in section 2 of this ordinance shall begin as soon as possible. The City Manager is hereby directed to report to the City Council about the construction progress upon request by any councilmember.

Section 4. The City Manager is hereby authorized to take any necessary measures to fulfill the mandate contained in this resolution which shall not be inconsistent with the intent of this resolution.

Section 5. All resolutions or parts of resolutions of the City of Aurora, Colorado, in conflict herewith are hereby rescinded.

RESOLVED AND PASSED this _____ day of _____, 2024.

_____
MIKE COFFMAN, Mayor

ATTEST:

_____
KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

_____
HANOSKY HERNANDEZ,
Sr. Assistant City Attorney

CITY OF AURORA
Council Agenda Commentary

Item Title: Designation of 13th Avenue Station as a Blighted Area (Resolution)
Item Initiator: Jennifer Orozco, Senior Development Project Manager, Planning and Business Development
Staff Source/Legal Source: Jennifer Orozco, Sr Dev Project Manger, Planning and Business Development / Rachel Allen, Deputy City Attorney
Outside Speaker: N/A
Council Goal: 2012: 5.2--Plan for the development and redevelopment of strategic areas, station areas and urban centers

COUNCIL MEETING DATES:

Study Session: 1/13/2025

Regular Meeting: 1/27/2025

2nd Regular Meeting (if applicable): 3/10/2025

Item requires a Public Hearing: ☒ Yes ☐ No

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

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

Sponsor: CM Angela Lawson
Jennifer Orozco, Senior Development Project Manager, Planning and Business Development / Rachel Allen, Manager of Client Services, City Attorney's Office

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

☐ Approve Item and Move Forward to Study Session

☐ Approve Item as Proposed at Study Session

☒ Approve Item and Move Forward to Regular Meeting

☐ Approve Item as Proposed at Regular Meeting

☐ Information Only

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

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: N/A

Policy Committee Date: N/A

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

☐ Recommends Approval ☐ Does Not Recommend Approval

☐ Forwarded Without Recommendation ☐ Minutes Not Available

☐ Minutes Attached

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

On September 16, 2019, Council approved ordinance 2019-56 declaring the 13th Avenue/Colfax Station study area as a blighted area and appropriate for an urban renewal area. Due to the elapsed time since the 2019 approval, an updated conditions survery was commissioned in late 2024 to confirm the continued presence of blight factors in the study area.

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

Staff retained a consultant, Matrix Environmental, to review the pervious 2019 conditions study, conduct a site visit, and to issue the following Property Conditions Assessment / Blight Study (attached), dated September 2024.

Colorado's Urban Renewal Law (C.R.S. 31-25-101 to 116) defines eleven factors, four of which must be identified within a defined area before an Urban Renewal Project or Plan can be established and adopted. In the East Colfax/ 13th Avenue Station area, the consultant identified the continued presence of the following six blighting factors within the area:

- Predominance of defective or inadequate street layout;
- Faulty lot layout in relation to size, adequacy, accessibility, or usefulness;
- Unsanitary or unsafe conditions;
- Unusual topography or inadequate public improvements or utilities;
- Environmental contamination of buildings or property; and
- The existence of health, safety, or welfare factors requiring high levels of municipal services or substantial physical underutilization or vacancy of sites, buildings, or other improvements.

The report includes the detailed findings and the following conclusion: "It is the conclusion of this Conditions Assessment that six blight factors identified within the Study Area exhibited significant levels of blight. Those six factors exceed the minimum required number under Colorado Urban Renewal Law to consider the Study Area a 'blighted area.'"

This blight designation will allow staff to proceed with negotiations with the taxing jurisdictions and finalizing the urban renewal plan and accompanying intergovernmental agreements.

FISCAL IMPACT

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

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

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

Declaration of blight is a prerequisite for the eventual adoption of an urban renewal plan and establishment of Tax Increment Financing (TIF) areas. An urban renewal plan and TIF areas are proposed at this location as a means of providing revenue to support the construction of public infrastructure: the extension of Dillon Way and a bridge over Tollgate Creek.

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

N/A

NON-BUDGETED EXPENDITURE IMPACT

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

N/A

WORKLOAD IMPACT

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

The workload impact is absorbable with current staff.

QUESTIONS FOR COUNCIL

Study Session (1/13/2025): Does Council wish to forward the item to the next regular session to consider a resolution ordering that a Public Hearing be conducted regarding the designation of the proposed 13th Avenue Sation Urban Renewal Area as a blighted area appropriate for urban rewnewal?

Regular Council (1/27/2025): Does Council approve the attached resolution ordering that a Public Hearing be conducted regarding the designation of the proposed 13th Avenue Station Urban Renewal Area as a blighted area appropriate for urban rewnewal?

Regular Council (3/10/2025) Public Hearing and Ordinance Introduction: Does Council agree with the findings contained in the Property Conditions Assessment and wish to declare the 13th Avenue Station a blighted area within the meaning of the Urban Renewal Law and thus appropriate for urban renewal projects?

LEGAL COMMENTS

An authority shall not actually undertake an urban renewal project for an urban renewal area unless based on evidence presented at a public hearing the governing body, by resolution, has determined such area to be a slum, blighted area, or a combination thereof and designated such area as appropriate for an urban renewal project. (C.R.S. Section 31-25-107). (Allen)



Property Conditions Assessment (Blight Study)

East Colfax 13th Ave Station

Aurora, Colorado

September 2024







Prepared for:

Aurora Urban Renewal Authority (AURA)

Prepared by:

Matrix ENVIRONMENTAL

No document content on this page

Table of Contents

Section 1: Project Overview 2
Section 2: Colorado Urban Renewal Statutes 5
Section 3: Conditions Indicative of the Presence of Blight 8
Section 4: Study Area Location, Definition, and Description 12
Section 5: Survey Findings 17
Section 6: Conditions Assessment Summary and Conclusion 31

Section 1: Project Overview

EXECUTIVE SUMMARY

The Aurora Urban Renewal Authority (AURA) and the City of Aurora have requested that Matrix Design Group, Inc. (Matrix) complete a Property Conditions Assessment (also known as a "Conditions Assessment" or "Blight Study") for the East Colfax 13th Avenue Station RTD Light Rail Corridor located along Toll Gate Creek. The Study Areas is generally bounded by East 17th Ave to the north, Potomac Street to the west, Sable Boulevard to the east and Aurora Meadows apartment complex to the south. This Assessment is an examination and analysis of physical conditions identified within a defined geographic area to determine if the area qualifies as "blighted" within the meaning of Colorado Urban Renewal Law under the 2023 Colorado Revised Statute (CRS Title 31, Article 25, Part 1 (*CRS § 31-25-101 et seq*).

The area assessed as part of this Conditions Assessment is composed of approximately 108.5 acres of land. The Conditions Assessment Survey Area (also identified as the "Study Area") includes five parcels of land within Adams County and 18 parcels of land within Arapahoe County. The Study Area is developed, with an RTD bus depot metro facility, bus and light rail platforms, a Park-n-Ride asphalt lot, commercial operations, Interstate 225, Toll Gate Creek and portions of vacant native land. A detailed map of the Study Area boundary for the current Conditions Assessment is included in *Figure 1.1*.

For the Study Area to qualify as a blighted area, the presence of at least **four** factors of blight (out of a possible eleven) must be identified. These factors are indicators of substantially impaired or arrested growth of the municipality, retardation of the provision of housing accommodations, economic or social liability, and can be considered a menace to the public health, safety, morals, or welfare of the area (*CRS § 31-25-103 (2)).*

This assessment identified conditions within the Study Area to qualify a total of **six** blight factors including the following:

- Predominance of defective or inadequate street layout
- Faulty lot layout in relation to size, adequacy, accessibility, or usefulness
- Unsanitary or unsafe conditions
- Unusual topography or inadequate public improvements or utilities
- Environmental contamination of buildings or property
- The existence of health, safety, or welfare factors requiring high levels of municipal services or substantial physical underutilization or vacancy of sites, buildings, or other improvements.

Based on this Conditions Assessment prepared in accordance with the Colorado Urban Renewal statute, the E. Colfax 13th Ave Station survey area qualifies as a **blighted area**.

Figure 1.1 – Study Area Boundary



Methodology

The Conditions Assessment includes data collection for conditions of blight (see Sections 2 and 3 for what constitutes conditions of blight) which was accomplished through several means. For those blight conditions that could be identified by visual observation, Matrix conducted a field survey on August 22, 2024. For those blight conditions that are not observable in the field (such as traffic data, crime statistics, etc.), blight condition data was obtained through research of numerous sources.

The defined geographic area (the East Colfax RTD Light Rail Corridor survey area) examined in this Conditions Assessment lies entirely within the City of Aurora's municipal boundaries includes 5 parcels of land listed by the Adams County Assessor and 19 Parcels of land listed by the Arapahoe County Assessor. In addition to the parceled land, areas of unparcelled land are present within the Study Area boundary, mainly along ill-defined roadways and Toll Gate Creek.

Previous Blight Studies

In February 2001, the *Fitzsimons Boundary Area Blight Survey* was prepared by Clarion Associates, LLC. This Conditions Assessment included some of the northern portion of the current Study Area as well as several acres of land along Colfax Avenue and Peoria Street (west of the current Study Area). The 2001 Blight Survey identified ten factors of blight and concluded that the area "in its present condition and use substantially impairs or arrests the sound growth of the municipality, retards the provision of housing accommodations, or constitutes an economic or social liability, and is a menace to the public health, safety, morals, or welfare". Because of the age of the 2001 historic Blight Survey, significant development of the area in the past 23 years, and incompatible size of the 2001 Survey Area and the current Study Area, the 2001 Conditions Assessment does not corroborate or validate the historical findings of the current Blight Survey.

In June 2019, an *East Colfax RTD Light Rail Corridor Blight Study* was prepared by Matrix. This Conditions Assessment included the current study area with along with a single additional parcel of land in Adams County parcel number 0182131306013. The 2019 Blight Survey identified six factors of blight and concluded that the area "in its present condition, exhibits a sufficient level of blight to be considered a "blighted area". Matrix notes that the 2019 Blight Survey area is representative of the current survey area as significant changes in development have not occurred since then. When compared, the findings in the 2019 report corroborate and validate the historical findings of the current Blight Survey.

In 2023, The *Toll Gate Creek Conditions Survey* was completed for the Toll Gate Creek survey area located east of the Fitzsimons Health Sciences Area. Seven factors of blight were identified in the 2023 Conditions Survey and the site qualified as a blighted area. This Conditions Assessment included several acres of land adjacent to the north of the current study area as well as Adams County parcel

number 0182131306013. The 2023 Conditions Survey does not corroborate or validate the historical findings of the current Conditions Assessment based on different location.

Section 2: Colorado Urban Renewal Statutes

In *CRS 31-25 (§ 31-25-101 et seq.),* the legislature has declared that an area of blight "constitutes a serious and growing menace, injurious to the public health, safety, morals, and welfare of the residents of the state in general and municipalities thereof; that the existence of such areas contributes substantially to the spread of disease and crime, constitutes an economic and social liability, substantially impairs or arrests the sound growth of municipalities, retards the provision of housing accommodations, aggravates traffic problems and impairs or arrests the elimination of traffic hazards and the improvement of traffic facilities; and that the prevention and elimination of slums and blight is a matter of public policy and statewide concern…."

Under the Urban Renewal Law, the term "blighted area" describes an area with an array of issues, including health and social deficiencies, and physical deterioration *CRS § 31-25-103(2)*. Before remedial action can be taken, however, the Urban Renewal Law requires a finding by the appropriate governing body that an area such as the Study Area constitutes a blighted area. *CRS § 31-25-107(1).*

For purposes of the Survey, the definition of a blighted area is articulated in the Colorado Urban Renewal statute as follows:

"*Blighted area*" means an area that, in its present condition and use and, by reason of the presence of at least **four** of the following factors, substantially impairs or arrests the sound growth of the municipality, retards the provision of housing accommodations, or constitutes an economic or social liability, and is a menace to the public health, safety, morals, or welfare:

a. Slum, deteriorated, or deteriorating structures;
b. Predominance of defective or inadequate street layout;
c. Faulty lot layout in relation to size, adequacy, accessibility, or usefulness;
d. Unsanitary or unsafe conditions;
e. Deterioration of site or other improvements;
f. Unusual topography or inadequate public improvements or utilities;
g. Defective or unusual conditions of title rendering the title non-marketable;
h. The existence of conditions that endanger life or property by fire or other causes;
i. Buildings that are unsafe or unhealthy for persons to live or work in because of building code violations, dilapidation, deterioration, defective design, physical construction, or faulty or inadequate facilities;

j. Environmental contamination of buildings or property; or
k. (actually k.5. in the statute) The existence of health, safety, or welfare factors requiring high levels of municipal services or substantial physical underutilization or vacancy of sites, buildings, or other improvements; or
l. if there is no objection by the property owner or owners and the tenant or tenants of such owner or owners, if any, to the inclusion of such property in an urban renewal area, 'blighted area' also means an area that, in its present condition and use and, by reason of the presence of any **one** of the factors specified in paragraphs (a) to (k.5) of this subsection (2), substantially impairs or arrests the sound growth of the municipality, retards the provision of housing accommodations, or constitutes an economic or social liability, and is a menace to the public health, safety, morals, or welfare. For purposes of this paragraph (l), the fact that an owner of an interest in such property does not object to the inclusion of such property in the urban renewal area does not mean that the owner has waived any rights of such owner in connection with laws governing condemnation.

The statute also states a separate requirement for the number of blight factors that must be present if private property is to be acquired by eminent domain. *CRS § 31-25-105 .5(5)*, paragraph (a.) states, "'Blighted area' shall have the same meaning as set forth in section 31-25-103 (2); except that, for purposes of this section only, 'blighted area' means an area that, in its present condition and use and, by reason of the presence of at least **five** of the factors specified in section 31-25-103 (2)(a) to (2)(l)…"

In any case where the acquisition of property by eminent domain by an authority displaces individuals, families, or business concerns, the authority shall make reasonable efforts to relocate such individuals, families, or business concerns within the urban renewal area, where such relocation is consistent with the uses provided in the urban renewal plan, or in areas within reasonable proximity of, or comparable to, the original location of such individuals, families, or business concerns.

Thus, the state statutes require, depending on the circumstances, that a minimum of **one** (if no objections by owner or tenant), **four** (standard number of blight factors required), or **five** (acquisition by eminent domain) blight factors be present for an area to be considered a "blighted area."

Several principles have been developed by Colorado courts to guide the determination of whether an area constitutes a blighted area under the Urban Renewal Law. First, the absence of widespread violation of building and health codes does not, by itself, preclude a finding of blight. According to the courts, "the definition of 'blighted area' contained in [the Urban Renewal Law] is broad and encompasses not only those areas containing properties so dilapidated as to justify

condemnation as nuisances, but also envisions the prevention of deterioration." *CRS § 31-25-103.*

Second, the presence of one well-maintained building does not defeat a determination that an area constitutes a blighted area. Normally, a determination of blight is based upon an area "taken as a whole," and not on a building-by-building, parcel-by-parcel, or block-by-block basis. *CRS § 31-25-103.*

This report makes a recommendation as to whether the Study Area qualifies as a blighted area based on the number of blight factors identified during the Assessment. As discussed in the following sections, **six** of the eleven factors of blight have been identified within the Study Area indicating that the East Colfax 13th Avenue Station Light Rail Corridor qualifies as a blighted area in all scenarios.

Section 3: Conditions Indicative of the Presence of Blight

As discussed in Section 3, the Colorado Urban Renewal statute provides a list of 11 factors that, through their presence, may allow an area to be declared as blighted. This section elaborates on those 11 factors by describing some of the conditions that might be found within a Study Area that would indicate the presence of those factors.

a. *Slum, Deteriorated, or Deteriorating Structures:*

During the field reconnaissance of the Study Area, the general condition and level of deterioration of buildings within the Study Area are evaluated. This examination is limited to a visual inspection of the building's exterior condition and is not a detailed engineering or architectural analysis, nor does it include the building's interior. The intent is to document obvious indications of disrepair and deterioration to the exterior of a structure found within the Study Area. Some of the exterior elements observed for signs of deterioration include:

- Primary elements (exterior walls, visible foundation, roof)
- Secondary elements (fascia/soffits, gutters/downspouts, windows/doors, façade finishes, loading docks, etc.)
- Ancillary structures (detached garages, storage buildings, etc.)

b. Predominance of Defective or Inadequate Street Layout:

The presence of this factor is determined through a combination of both field observation as well as an analysis of the existing transportation network and vehicular and pedestrian circulation patterns in the Study Area by persons with expertise in transportation planning and/or traffic engineering. These conditions include:

- Inadequate street or alley widths, cross-sections, or geometries
- Poor provisions or unsafe conditions for the flow of vehicular traffic
- Poor provisions or unsafe conditions for the flow of pedestrians
- Insufficient roadway capacity leading to unusual congestion of traffic
- Inadequate emergency vehicle access
- Poor vehicular/pedestrian access to buildings or sites
- Poor internal vehicular/pedestrian circulation
- Excessive curb cuts/driveways in commercial area

These conditions can affect the adequacy or performance of the transportation system within the Study Area, creating a street layout that is defective or inadequate.

c. Faulty Lot Layout in Relation to Size, Adequacy, Accessibility, or Usefulness:

This factor requires an analysis of the parcels within the Study Area as to their potential and usefulness as developable sites. Conditions indicative of the presence of this factor include:

- Lots that are long, narrow, or irregularly shaped
- Lots with limited or no access
- Lots that are inadequate in size
- Lots with configurations that result in stagnant, misused, or unused land
- Lots with billboards that have active leases, making redevelopment more difficult

This analysis considers the shape, orientation, and size of undeveloped parcels within the Study Area and if these attributes would negatively impact the potential for development of the parcel. This evaluation is performed both through observation in the field and through an analysis of parcel boundary maps of the Study Area.

d. Unsanitary or Unsafe Conditions:

Conditions observed within the Study Area that qualify under this blight factor include:

- Floodplains or flood prone areas
- Inadequate storm drainage systems/evidence of standing water
- Poor fire protection facilities
- Fire-prone areas or structures
- Above average incidences of public safety responses
- Inadequate sanitation or water systems
- Existence of contaminants or hazardous conditions or materials
- High or unusual crime statistics
- Open trash dumpsters
- Severely cracked, sloped, or uneven surfaces for pedestrians
- Illegal dumping
- Vagrants/vandalism/graffiti/criminal activity
- Open ditches, holes, or trenches in pedestrian areas

These represent situations in which the safety of individuals, especially pedestrians and children, may be compromised due to environmental and physical conditions considered to be unsanitary or unsafe.

e. Deterioration of Site or Other Improvements:

The conditions that apply to this blight factor reflect the deterioration of various improvements made on a site other than building structures. These conditions may represent a lack of general maintenance at a site, the physical degradation of

specific improvements, or an improvement that was poorly planned or constructed. Overall, the presence of these conditions can reduce a site's usefulness and desirability and negatively affect nearby properties.

- Neglected properties or evidence of general site maintenance problems
- Deteriorated signage or lighting
- Deteriorated fences, walls, or gates
- Deterioration of on-site parking surfaces, curb & gutter, or sidewalks
- Poorly maintained landscaping or overgrown vegetation
- Poor parking lot/driveway layout
- Unpaved parking lot on commercial properties

f. Unusual Topography or Inadequate Public Improvements or Utilities:

The focus of this factor is on the presence of unusual topographical conditions that could make development prohibitive, such as steep slopes or poor load- bearing soils, as well as deficiencies in the public infrastructure system within the Study Area that could include:

- Steep slopes / rock outcroppings / poor load-bearing soils
- Deteriorated public infrastructure (street/alley pavement, curb, gutter, sidewalks, street lighting, storm drainage systems)
- Lack of public infrastructure (same as above)
- Presence of overhead utilities or billboards
- Inadequate fire protection facilities/hydrants
- Inadequate sanitation or water systems

g. Defective or Unusual Conditions of Title Rendering the Title Non-Marketable:

Certain properties can be considered non-marketable making redevelopment overly difficult if they have overly restrictive or prohibitive clauses in their deeds or titles, or if they involve an unusually complex or highly divided ownership arrangement. Examples of conditions considered non-marketable include:

- Properties with covenants or other limiting clauses that significantly impair their ability to redevelop
- Properties with disputed or defective title
- Multiplicity of ownership making assemblages of land difficult or impossible

h. Existence of Conditions that Endanger Life or Property by Fire or Other Causes:

A finding of blight within this factor can result from the presence of the following conditions, which include both the deterioration of physical improvements that can lead to dangerous situations as well as the inability for emergency personnel or equipment to provide services to a site:

- Sites inaccessible to fire and emergency vehicles
- Fire-prone areas or structures
- Blocked/poorly maintained fire and emergency access routes/frontages
- Insufficient fire and emergency vehicle turning radii
- Properties not in compliance with fire codes or environmental regulations

i. Buildings that are Unsafe or Unhealthy for Persons to Live or Work In because of Building Code Violations, Dilapidation, Deterioration, Defective Design, Physical Construction, or Faulty or Inadequate Facilities:

Some of the conditions that can contribute to this blight factor include:

- Buildings or properties not in compliance with fire codes, building codes, or environmental regulations
- Buildings with deteriorated elements that create unsafe conditions
- Buildings with inadequate or improperly installed utility components

j. Environmental Contamination of Buildings or Property:

This factor represents the presence of contamination in the soils, water sources, or other locations within the Study Area and may include:

- Presence of hazardous substances, liquids, or gases
- Presence of Environmental Land Use Controls
- Regulatory Oversight or Corrective Actions
- Presence of Recognized Environmental Conditions

k.5 Existence of Health, Safety, or Welfare Factors Requiring High Levels of Municipal Services or Substantial Physical Underutilization or Vacancy of Sites, Buildings, or Other Improvements:

The physical conditions that may contribute to this blight factor include:

- Sites with a high incidence of fire, police, or emergency responses
- Sites adjacent to streets/alleys with a high incidence of traffic accidents
- Sites with a high incidence of code enforcement responses
- An undeveloped parcel in a generally urbanized area
- Vacant, empty, or unused buildings
- A parcel with a disproportionately small percentage of its total land area developed

Section 4: Study Area Location, Definition, and Description

This Conditions Assessment focuses on the East Colfax RTD 13th Avenue Station Study Area. The Study Area includes both parceled land and unparcelled land. The unparcelled land mainly includes roadways, right of ways, land along Toll Gate Creek and Toll Gate Creek itself. A map outlining each parcel is included in Figure 4.1. The following table includes a list of the parceled properties located within the Study Area boundary, with addresses, parcel numbers, and legal descriptions recorded by the County Assessor Geographic Information System (GIS) databases:

Parcel No.	Address	Legal Description
182131320007 (Adams County)	1600 Potomac St	SUB:GUTHEIL GARDENS DESC: BEG AT A PT ON W LN BLK 6 WHICH PT IS 260 FT N OF S LN SW4 SEC 31/3/66 TH E 383/9 FT TO A PT ON WLY ROW LN S H NO 72 TH ALG SD ROW LN N 04D 08M W 149/6 FT TH N 18D 44M W 79/5 FT TH N 17D 04M W 177/9 FT TH N 17D 58M W 518 FT M/L TO PT ON N LN LOT 3 BLK 5 TH W 140 FT M/L TO PT ON W LN SD BLK 5 TH S ALG W LN BLKS 5 AND 6 891/6 FT M/L TO POB EXC PARC
182131320008 (Adams County)	1520 N Fitzsimons Pkwy	SUB:GUTHEIL GARDENS DESC: PT OF BLKS 5 AND 6 DESC AS FOLS BEG AT PT 260 FT N AND 30 FT E OF SW COR SW4 SEC 31/3/66 SD PT ALSO ON E ROW LN POTOMAC ST TH E 383/90 FT TO PT ON WLY ROW LN INTERSTATE 225 TH N 04D 08M W ALG SD ROW 149/60 FT TH N 18D 44M W 79/50 FT TH N 17D 40M W 177/90 FT TH N 17D 58M W 68/31 FT TH W 276/12 FT TO PT ON E ROW LN POTOMAC ST TH S 460 FT TO POB EXC PARC TO RTD FOR FASTRACKS (REC NO 2016000061404) BLKS 5 AND 6
182131320009 (Adams County)	13721 E Colfax Ave	SUB:GUTHEIL GARDENS BLK:6 DESC: BEG AT PT ON N LN E COLFAX AVE AND W LN BLK 6 WHICH PT IS 110 FT N OF S LN SW4 SEC 31 TH E ALG N LN E COLFAX AVE 180 FT TH N 150 FT TH W 180 FT TO PT ON W LN SD BLK 6 TH S 150 FT TO POB BLK 6
18213132005 (Adams County)	13771 E Colfax Avenue	SUB:GUTHEIL GARDENS BLK:6 DESC: BEG AT A PT ON N LN E COLFAX AVE WHICH PT IS 110 FT N OF S LN SW4 SEC 31/3/66 AND 180 FT E OF W LN BLK 6 TH E 50 FT TH N 150 FT TH W 50 FT TH S 150 FT TO POB EXC PARC TO RTD FOR FASTRACKS (REC NO 2013000071792) (2013 - ENTIRE PARCEL TO REGIONAL TRANSPORTATION DISTRICT (RTD - EXEMPT) PER DEED IN RECEPTION NO 2013000071792. PRORATED FOR 226 DAYS FOR 2013 AND FULL

Parcel No.	Address	Legal Description
		EXEMPTION FOR 2014.)
18213132010 (Adams County)	13791 E Colfax Ave	SUB:GUTHEIL GARDENS DESC: PT OF BLK 6 DESC AS FOLS BEG AT A PT ON N LN E COLFAX AVE WHICH PT IS 110 FT N OF S LN OF SW4 SEC 31/3/66 AND 230 FT E OF W LN SD BLK 6 TH N 89D 28M E ALG N LN E COLFAX AVE 164/7 FT M/L TO A PT ON WLY ROW LN HIWAY 72 TH N 04D 08M W 150/4 FT M/L TO A PT WHICH IS 150 FT M/L N OF SD N LN OF E COLFAX AVE TH S 89D 28M W 153/9 FT M/L TO A PT 230 FT E OF W LN BLK 6 TH S 0D 27 E 150 FT TO POB EXC PARC TO RTD FOR FASTRACKS (REC NO 2013000071792) (2013 - ENTIRE PARCEL TO REGIONAL TRANSPORTATION DISTRICT (RTD - EXEMPT) PER DEED IN RECEPTION NO 2013000071792. PRORATED FOR 226 DAYS FOR 2013 AND FULL EXEMPTION FOR 2014.)
1975-06-2-00-018 (Arapahoe County)	13750 E Colfax Ave	That Part Of The Nw 1/4 Of Sec 6-4-66 Desc As Beg 40 Ft S & 195 Ft E Of The Nw Cor Of Sd Nw 1/4 Th S 150 Ft Th E 145.69 Ft Th Nw 150.79 Ft To A Pt On The S Row Line Of E Colfax Ave Th W 129.88 Ft To Beg Sec 6-4-66
1975-06-2-00-019 (Arapahoe County)	0 E Colfax Avenue	That Part Of The Nw 1/4 Of Sec 6-4-66 Desc As Beg 347.2 Ft Se Of The Nw Cor Of Sd Sec At A Pt On The S Row Line Of E Colfax Ave Th S 150 Ft Th W 4.31 Ft Th Nw 150.79 Ft To Sd S Row Line Th E 20.12 Ft To Beg Sec 6-4-66
1975-06-2-00-025 (Arapahoe County)	No Address	That Part Of The Nw 1/4 Of Sec 6-4-66 Desc As Beg 70 Ft S & 425 Ft E Of The Nw Cor Of Sd Nw 1/4 Th S 370 Ft Th W 80 Ft Th N 370 Ft Th E 80 Ft To Beg Sec 6-4-66
1975-06-2-00-020 (Arapahoe County)	14100 E Colfax Ave	That Part Of The Nw 1/4 Of Sec 6-4-66 Desc As Beg At The Ne Cor Of Lot 1 Blk 1 H&H Sub Amended At A Pt On The S Row Line Of E Colfax Ave Th E 279.5 Ft M/L Th S 1395.5 Ft To A Pt On The N Row Line Of E 13Th Ave Th W 2.63 Ft Th Alg Curve To Left 147.93 Ft Th Sw 120 Ft Th Alg Curve To Left 242.32 Ft Th Nw 120 Ft Th Alg Curve To Left 3.51 Ft Th N 35.92 Ft Th W 100 Ft To A Pt On The E Row Line Of Int
1975-06-2-04-001 (Arapahoe County)	No Address	Lot 1 Blk 1 H & H Sub Amended
1975-06-2-00-021 (Arapahoe County)	0 E Colfax Avenue	That Part Of The Nw 1/4 Of Sec 6-4-66 Desc As Beg 827.66 Ft W Of The Se Cor Of Sd Nw 1/4 At The Sw Cor Of Blk 4 Mobile Home Estates Subdivision Th W 334.53 Ft Th Nw 441.86 Ft Th

Parcel No.	Address	Legal Description
		N 906.41 Ft To A Pt On The S Row Line Of E 13Th Ave Th E 11.7 Ft Th Alg Curve Rt 69.56 Ft Th Se 120 Ft Th Alg Curve To Left 295.86 Ft Th Ne 120 Ft Th Alg Curve Rt 121.16 Ft Th S 1150.17 Ft To Beg Sec 6-4-66
1975-06-3-14-005 (Arapahoe County)	No Address	Tract C Tollgate Commercial Sub 1st Flg
1975-06-3-14-012 (Arapahoe County)	No Address	That Part Of Lot 3 Tollgate Commercial Subdivision Filing No. 1 Desc As Beg At The Sw Cor Of Sd Lot Th Nw 575.1 Ft Th Se 187.93 Ft Th Alg Curve To Left 341.59 Ft Th Se 63.2 Ft & 63.32 Ft To A Pt On The S Line Of Sd Lot Th Sw 89.2 Ft To Beg Tollgate Commercial Subdivision Filing No. 1
1975-06-3-14-013 (Arapahoe County)	No Address	Lot 3 Tollgate Commercial Subdivision Filing No. 1 Ex That Part Desc As Beg At The Sw Cor Of Sd Lot Th Nw 575.1 Ft Th Se 187.93 Ft Th Alg Curve To Left 341.59 Ft Th Se 63.2 Ft & 63.32 Ft To A Pt On The S Line Of Sd Lot Th Sw 89.2 Ft To Beg Tollgate Commercial Subdivision Filing No. 1
1975-06-3-14-004 (Arapahoe County)	No address	Lot 4 Tollgate Commercial Sub 1st Flg
1975-06-3-14-015 (Arapahoe County)	No address	Lot 2 Tollgate Commercial Subdivision Filing No. 1 Ex That Part Desc As Beg At The Nw Cor Of Sd Lot Th Ne 89.2 Ft Th Se 98.35 Ft & 51.99 Ft Th Alg Curve Rt 163.39 Ft To A Pt On The S Line Of Sd Lot Th Sw 78.04 Ft Th Nw 313.32 Ft To Beg Tollgate Commercial Subdivision Filing No. 1
1975-06-3-14-014 (Arapahoe County)	No Address	That Part Of Lot 2 Tollgate Commercial Subdivision Filing No. 1 Desc As Beg At The Nw Cor Of Sd Lot Th Ne 89.2 Ft Th Se 98.35 Ft & 51.99 Ft Th Alg Curve Rt 163.39 Ft To A Pt On The S Line Of Sd Lot Th Sw 78.04 Ft Th Nw 313.32 Ft To Beg Tollgate Commercial Subdivision Filing No. 1
1975-06-3-14-016 (Arapahoe County)	No Address	That Part Of Lot 1 Tollgate Commercial Subdivision Filing No. 1 Desc As Comm At The Sw Cor Of Sd Lot Th Alg Curve Rt 16.12 Ft To The Pob Th Alg Curve Rt 160.33 Ft Th Nw 403.88 Ft Th Ne 78.04 Ft Th Alg Curve Rt 43.52 Ft Th Sw 51.99 Ft & 204.62 Ft Th Alg Curve To Left 263.04 Ft To Beg Tollgate Commercial Subdivision Filing No. 1
1975-06-3-14-	No Address	Lot 1 Tollgate Commercial Subdivision Filing

Parcel No.	Address	Legal Description
017 (Arapahoe County)		No. 1 Ex That Part Desc As Comm At The Sw Cor Of Sd Lot Th Alg Curve Rt 16.12 Ft To The Pob Th Alg Curve Rt 160.33 Ft Th Nw 403.88 Ft Th Ne 78.04 Ft Th Alg Curve Rt 43.52 Ft Th Sw 51.99 Ft & 204.62 Ft Th Alg Curve To Left 263.04 Ft To Beg & Ex That Part Desc As Beg At The Se Cor Of Sd Lot Th W 45.89 Ft & 18.93 Ft Th N 67.78 Ft Th Se 27.39 Ft & 66.4 Ft T
1975-06-3-03-026 (Arapahoe County)	No Address	That Part Of Lot 2 Desc As Beg At Se Cor Of Sd Lot Th N 44.76 Ft Th Sw 23.16 Ft To A Pt On Nely Row Line Of Dillon Way Th Se 26.11 Ft To Beg Blk 1 Casa Grande
1975-06-3-03-028 (Arapahoe County)	No Address	Tri Tract Lying In Sw Cor Of Lot 2 Blk 1 Casa Grande Desc As 62.13 Ft X 70 Ft X 25 Ft M/L Blk 1 Casa Grande
1975-06-3-14-010 (Arapahoe County)	No Address	That Part Of Lot 1 Tollgate Commercial Sub 1st Flg Desc As Beg 45.89 Ft W Of The Se Cor Of Sd Lot Th W 18.93 Ft Th N 67.78 Ft Th Se 27.39 Ft Th S 47.99 Ft To Beg Tollgate Commercial Sub 1st Flg
1975-06-3-14-011 (Arapahoe County)	No Address	That Part Of Lot 1 Tollgate Commercial Sub 1st Flg Desc As Beg At The Se Cor Of Sd Lot Th W 45.89 Ft Th N 47.99 Ft Th Se 66.4 Ft To Beg Tollgate Commercial Sub 1st Flg
1975-06-3-03-006* (Arapahoe County)	1030 Cimarron Circle	Lot 1 Blk 1 Tollgate Apartments

**The site area includes a portion of parcel 1975-06-3-03-006 along the eastern boundary see Figure 4.1 for complete parcel map.*

Figure 4.1: Adams County Parcel Map



Parcels highlighted in green are within Adams County. Yellow highlighted parcels are within Arapahoe County

Parcel information was collected from their respective County Assessor online GIS portals. Parcel boundaries are estimated and should not be considered legal boundaries. For more information visit the County Assessor's offices website.

Section 5: Survey Findings

The overall findings of the East Colfax 13th Avenue RTD Light Rail Corridor Conditions Assessment are presented below in a format that mirrors the list of factors and conditions of blight discussed in Section 3.

a. Slum, Deteriorated, or Deteriorating Structures

Slum, deteriorated, or deteriorating structures refers to current buildings that exist within the Study Area. Although a small amount of deterioration was identified in buildings within the Study Area, the amount of deterioration and the number of properties exhibiting deterioration does not rise to the level of a condition of blight for the Study Area as a whole.

No finding of Deterioration of Site or Other Improvements has been made.

b. Predominance of Defective or Inadequate Street Layout

Based on the size of the Study Area, configuration of the streets, layout of the parcels within the Study Area, the position of Toll Gate Creek corridor, and the presence of the RTD light railway; defective or inadequate traffic circulation (both vehicular and pedestrian) throughout the Study Area is an issue. A breakdown of defective or inadequate street layout is outlined below:

- *Northern portion of the Study Area (Adams County parcels).* 17th Avenue, constructed in 2010-2011, is the preferred (shortest) route for pedestrian access to the Colfax corridor business district. Toll Gate Creek, I-225, grade-separated 17th Place, and the RTD light rail limit pedestrian access to the Fitzsimons campus and to major retail and transportation corridors along Colfax Avenue.



**Evidence of Lack of sidewalk at northwestern portion of site west of self-storage building.*

Although the roadway is adequate for the current vehicular traffic volume, there are some issues regarding pedestrian traffic including no sidewalks along 17th Avenue and no sidewalks along the eastern

side of Fitzsimons Parkway. Pedestrian traffic is therefore required to cross the high-speed light rail tracks at 17th Avenue, then cross a major thoroughfare, Fitzsimons Parkway, at a signaled intersection. Although adequate pedestrian protections are in place (light rail crossing signage and gates- and signal-protected crossings), evidence of pedestrian traffic along the east side of Fitzsimons Parkway (no sidewalks) was observed.

- *Southern portion of the Study Area (Arapahoe County parcels)* Defective and inadequate street layout is present within the southern portion of the Study Area, with several Arapahoe County parcels inaccessible by streets or sidewalks, and other parcels accessed by streets that were not designed for additional load. East 13th Avenue, for example, is the only route of vehicular traffic access to the RTD Park and Ride for the 13th Avenue Light Rail Station. Furthermore, under current fire/life safety standards, the site cannot be redeveloped with dense Transit-oriented development (TOD) as specified by the zoning guidelines. This same problem impedes development on the vacant property south of the creek.

  Aurora Meadows, a large apartment complex, bounds the study area to the south. Dillon Way is the only established road that accesses this area and does not have any sidewalks, ending in a cul-de-sac resulting in a single access point. Sidewalks are also not present along Dillon Way creating additional pedestrian traffic along the roadway.

  Within the southern portion of the Study Area are several parcels of land that do not have any means of vehicular access. Development of these parcels will require construction of roadways, likely by extending Dillon Way to the north. The additional traffic from new development would also likely require upgrades to Dillon Way north of 6th Avenue.

  Figure 5.1 details the access issues for pedestrians and *Figure 5.2* outlines the pedestrian crossing at 17th Avenue and Fitzsimons Parkway.

Figure 5.1: Pedestrian Access Issues

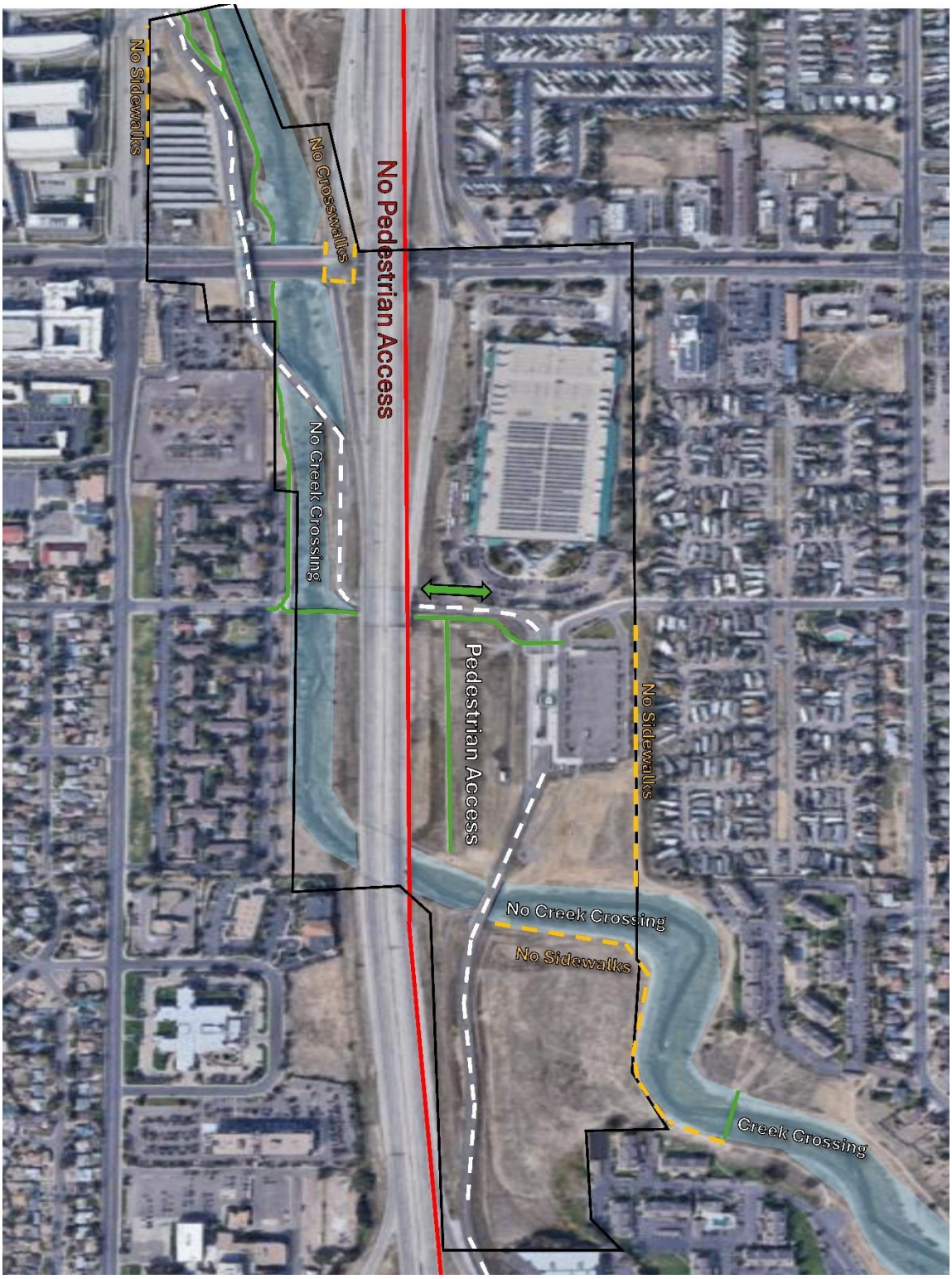
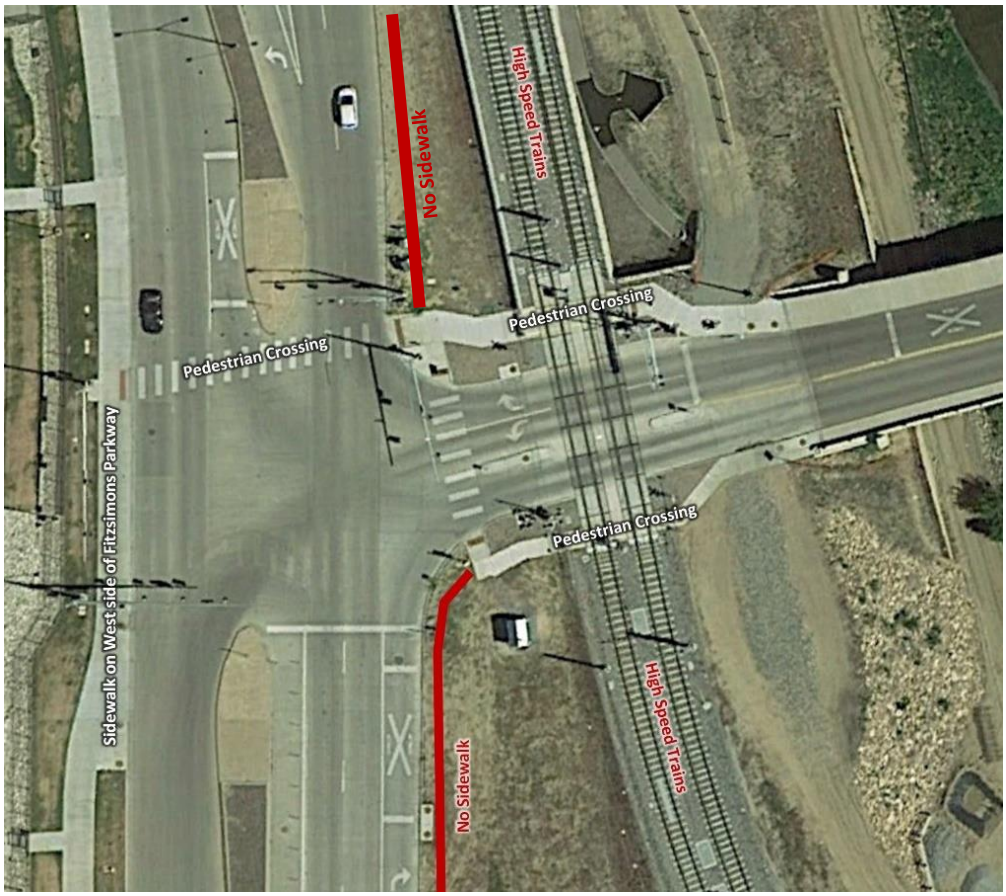


Figure 5.2: Fitzsimons and 17th Avenue Parkway Pedestrian Crossing



Blight Factor: Predominance of Defective or Inadequate Street Layout is present.

c. Faulty Lot Layout in Relation to Size, Adequacy, Accessibility, or Usefulness

Faulty street layout often produces faulty lots, particularly when vehicular access is impacted. Other causes of faulty lot layout can include the presence of natural features (such as creeks) or manmade features (such as the presence of highways, rail roads, etc). Commercial properties that lack access or visibility are at a significant disadvantage compared to those with adequate access/visibility and are, in many cases undervalued.

In addition to visibility and access constraints, the size and shape of a property can impact a parcel's utilization. Irregularly shaped parcels, inadequately shaped parcels, or parcels with natural or man-made obstacles can lead to undeveloped or inaccessible areas within the parcel itself, while small parcels may have little development value.

The Study Area has several parcels of land (both in the northern portion of the Study Area and the southern portion of the Study Area) that can be considered

inaccessible, odd-sized or shaped, and generally inadequate for development. The following Table identifies parcels within the Study Area that are considered faulty in relation to size, adequacy, accessibility, or usefulness.

Parcel No.	Faulty Lot Layout
0182131320005 (Adams County)	*Usefulness, size*. The size and location of this parcel (between two larger parcels) would make redevelopment difficult.
1975-06-2-00-019 (Arapahoe County)	*Usefulness, size*. The size and location of this parcel (between two larger parcels) would make redevelopment difficult. In addition, the elevated RTD light rail goes through this property.
1975-06-2-00-025 (Arapahoe County)	*Usefulness, size*. This parcel, owned by RTD, is crossed by an elevated portion of the RTD light rail tracks. The northern portion of the property is not accessible to Colfax Avenue and will likely remain undeveloped.
1975-06-2-00-021 (Arapahoe County)	*Usefulness, partial access limitations.* This parcel, owned by RTD, is the location of the 13th Avenue Park and Ride and Light Rail Station. Less than half of the parcel is developed. The western half of the property (approximately 6 acres) remains inaccessible and undevelopable. The southern portion of the parcel, although it could be accessed through the southern portion of the parking area, is undeveloped. Because this is a "commercial" property, its visibility to main thoroughfares is important. Its limited accessibility and layout makes this parcel difficult to find and not readily accessible to any major thoroughfares. Any future development in the area immediately surrounding the RTD Station would be at a competitive disadvantage relative to other transportation-oriented development areas.

Parcel No.	Faulty Lot Layout
1975-06-3-14-005 1975-06-3-03-028 1975-06-3-14-010 1975-06-3-14-011 1975-06-3-14-008 (Arapahoe County)	*Usefulness, size, accessibility.* These small parcels are not accessible and are too small for development. These parcels would be more useful if incorporated into adjacent parcels.
1975-06-3-03-026 (Arapahoe County)	*Usefulness, size.* The size and location of this parcel (between two larger parcels) limits the beneficial uses for redevelopment activities.
1975-06-3-14-013 1975-06-3-14-004 1975-06-3-14-015 1975-06-3-14-017 (Arapahoe County)	*Inaccessible.* Currently there are no roadways or other means available for vehicular access. These parcels would require the extension of Dillon Way for accessibility prior to development.

Blight Factor: Faulty Lot Layout is present.

d. Unsanitary or Unsafe Conditions

Many factors can contribute to unsanitary or unsafe conditions including insufficient infrastructure improvements (e.g. inadequate lighting or a lack of sidewalks or other pedestrian protections), high crime, homelessness, a lack of public safety protection (e.g., undermanned or overworked police forces or a lack of readily available fire protection equipment) and unsafe physical conditions (natural or man-made).

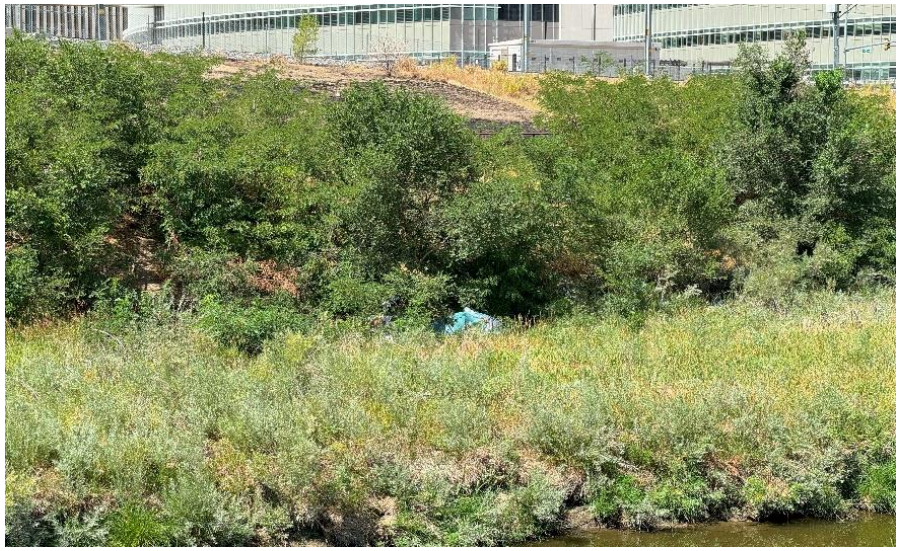
During the field survey, Matrix observed numerous conditions at and near the Study Area that could be considered unsanitary and/or unsafe. The following



**Evidence of graffiti, homeless encampments and debris.*



*Evidence of graffiti, homeless encampments and debris.



*Evidence of homeless encampments.

sections discuss unsanitary/unsafe conditions observed within or near the Study Area boundary.

Homelessness: Evidence of homelessness including campfire pits, tents, a mud hut, mattresses, shopping carts, debris, and personal items were observed nestled under an overpass next to the I-225S in the southern portion of the Study Area.

Evidence of homelessness including a tent hidden in the brush was also observed along Toll Gate Creek near the northern portion of the study area.

The presence of homeless camps can lead to unsanitary and/or unsafe conditions in the area.

Light Rail Tracks: Although the RTD light rail system is a significant asset for the area, it also presents a pedestrian safety concern. The presence of the RTD light Rail system in densely developed residential areas may be a safety concern to pedestrians or children living in the area. The RTD light rail tracks run from north to south throughout the Study Area and have limited pedestrian crossings. Although the tracks are protected by grade separation, fencing, and signage in many areas, any transit- adjacent development must be carefully designed, taking into account the high voltage equipment and pedestrian safety.

Illegal Dumping: A significant amount of illegal dumping was identified along the banks of Toll Gate Creek at Dillon Way in the southern portion of the Study Area. Illegal dumping can be considered unsanitary or unsafe.

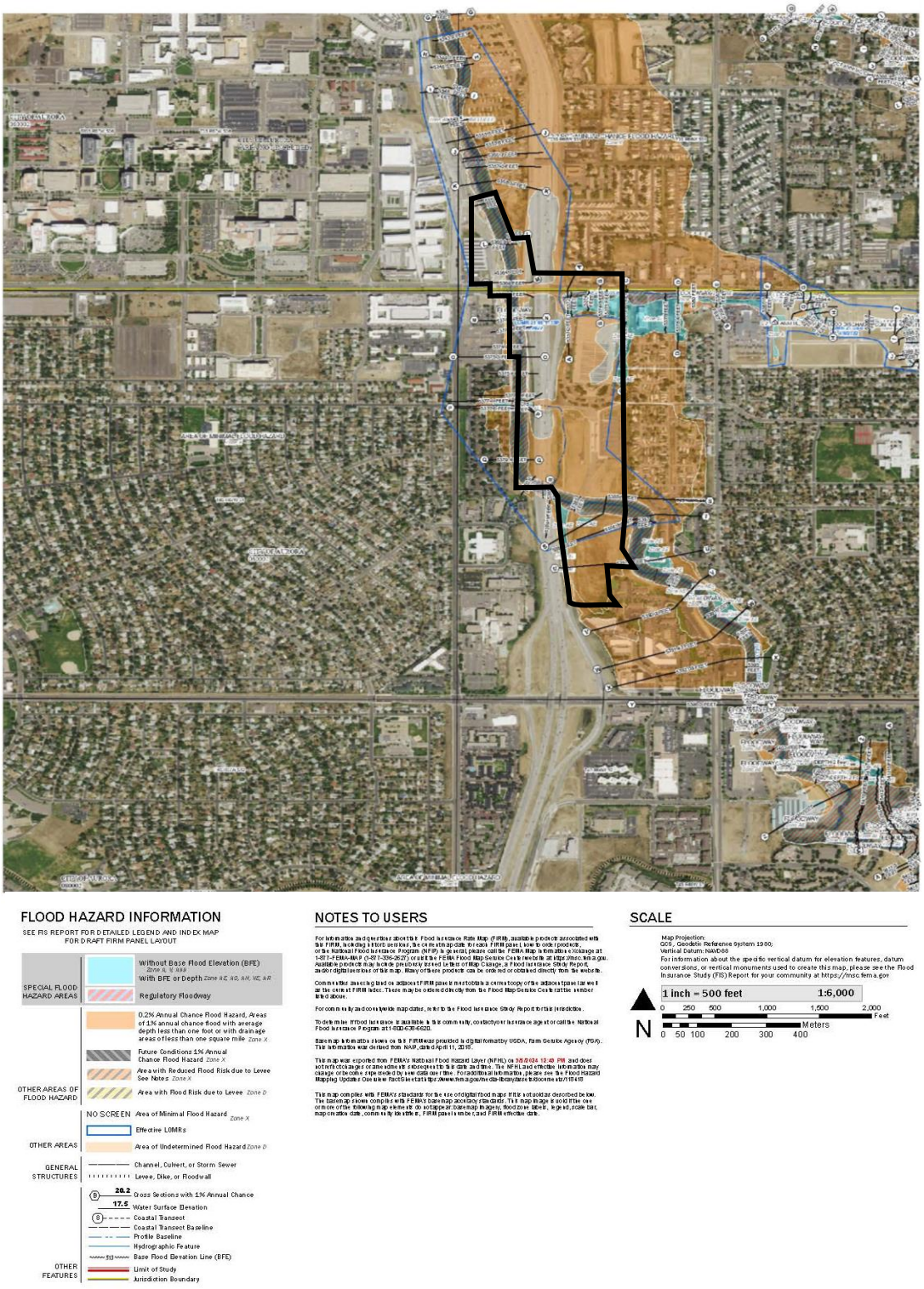


**Evidence of illegal trash dumping.*

Lack of Sidewalks: The east side of Fitzsimons Parkway does not have a sidewalk or protections for pedestrian traffic on the northern portion of the study area. Evidence of significant pedestrian traffic walking along the east side of the street was observed in the form of a well-worn path through the grass. A lack of sidewalks creates an unsafe condition for pedestrian traffic at the Study Area.

Floodplains: The presence of Toll Gate Creek and associated flood plains can be unsafe for many reasons. Flash flooding can be an imminent source of danger for pedestrians or children playing along the creek and structures located within the 100- or 500-year flood area may also be at risk. Matrix reviewed the Federal Emergency Management Agency (FEMA) floodplain database and applicable Letters of Map Revisions (LOMR)s for Toll Gate Creek at the Study Area and estimates that approximately 30% of the Study Area is located within the Regulatory floodway designated as Zone AE and more than 97% of the Study Area is designated as Zone X (Shaded) with at least a 0.2% annual chance for flood hazard. Figure 5.3 shows the FEMA Floodplain designations for the area.

Figure 5.3: FEMA Floodplain Map



***Crime*:** The Aurora police department participates in the Federal Bureau of Investigation (FBI) Uniform Crime Reporting System (UCR) database and voluntarily reports Violent Crime (murder, rape, aggravated assault, and robbery) and Property Crime (burglary, larceny, and motor vehicle theft).

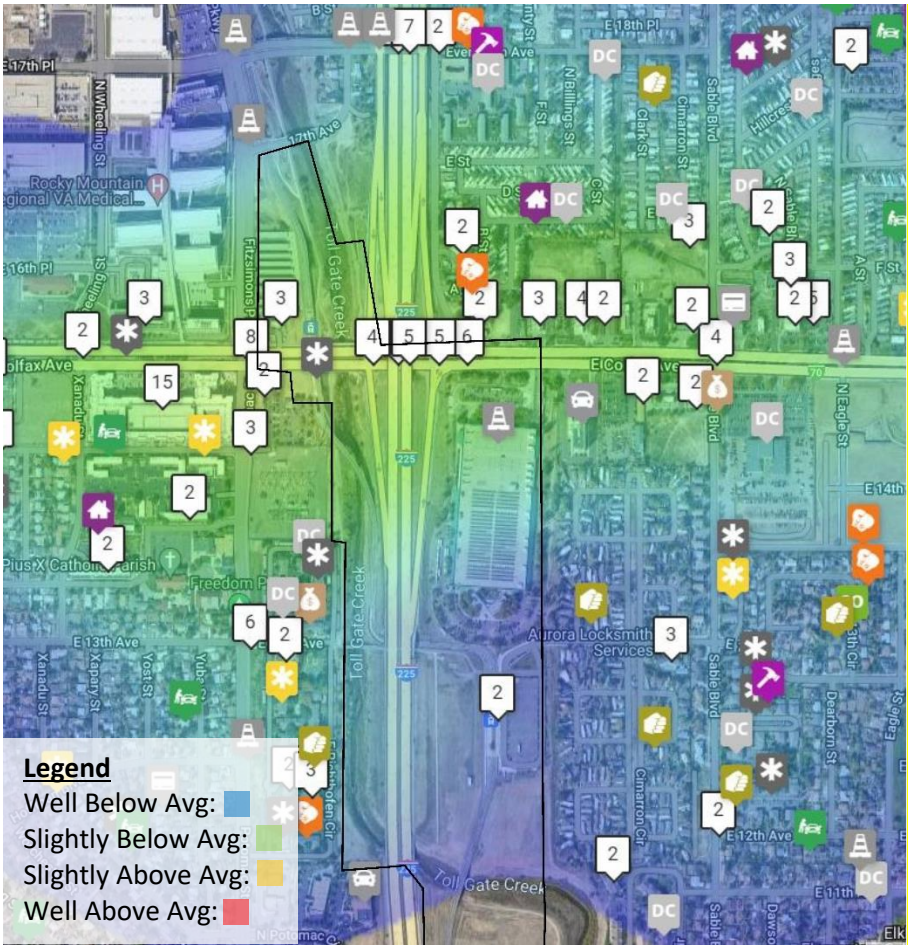
Matrix reviewed annual crime data for the Aurora area along Colfax Avenue including the Study Area. As indicated in *Figure 5.4: Crime Density Map*, the area with higher annual crime is located along the East Colfax Avenue corridor that transects the northern portion of the Study Area.



**Evidence of graffiti and tagging.*

Evidence of graffiti (tagging) and other indicators of criminal activity can also point to higher crime and unsafe conditions. During the site reconnaissance, instances of tagging were observed on the overpass, walls, on public utility boxes, and on fencing.

Figure 5.4: Crime Density Map



Blight Factor: Unsanitary or Unsafe Conditions is present.

e. Deterioration of Site or Other Improvements

Deterioration of site or other improvements refers to current land conditions, site improvements (infrastructure), or support structures (fencing, landscaping, parking, etc.) that have been damaged or neglected. Many parcels within the Study Area do not have any site improvements and contain native vegetation. Those parcels within the Study Area that do have site improvements were assessed in the field and although some instances of site deterioration of fences and asphalt were identified in localized areas, the number of properties exhibiting identifiable deterioration does not rise to the level of a condition of blight for the Study Area as a whole.

No finding of Deterioration of Site or Other Improvements has been made.

f. Unusual Topography or Inadequate Public Improvements or Utilities

As discussed in several sections above, many of the parcels in the Study Area, especially those south of Colfax Avenue, lack adequate infrastructure (streets, sidewalks, utilities, drainage improvements, etc.) necessary for development. For example, the expansion of Dillon Way in the southern portion of the Study Area would be required to access many parcels in Arapahoe County, and utility corridors to these parcels would also be required prior to development.



**Evidence of lack of accessibility.*

In addition, a significant portion of the Study Area is impacted by Toll Gate Creek and its associated floodplain. The presence of the creek presents several logistical challenges to development by limiting the amount of developable space to provide public improvements and providing accessibility barriers.

Blight Factor: Unusual Topography or Inadequate Public Improvements or Utilities is present

g. Defective or Unusual Conditions of Title Rendering the Title Non-Marketable

Conditions within the Study Area are not expected to render the Title Non-marketable.

This blight factor is not considered to be present in the Study Area.

h. Existence of Conditions that Endanger Life or Property by Fire or Other Causes

This blight factor may be present when site and/or building maintenance or use contributes to conditions that may physically expose site users to potentially dangerous conditions. The factor may also include increased threats from fire or other causes due to site conditions. Although Matrix identified an area with signs of fire activity, the extent of this area did not threaten life or property and no other conditions indicating danger to life or property by fire or other causes were identified as part of this assessment.

This blight factor is not considered to be present in the Study Area.

i. Buildings that are Unsafe or Unhealthy for Persons to Live or Work in Because of Building Code Violations, Dilapidation, Deterioration, Defective Design, Physical Construction, or Faulty or Inadequate Facilities

This blight factor is typically related to deterioration of buildings and site or other improvements (blight factors a. and e.) and is said to be present when conditions exist that could be considered dangerous to the extent that habitation and/or daily use is unsafe or unhealthy. Buildings, facilities, or other primary improvements that would potentially pose a danger to the extent required for this factor of blight were not identified during the onsite assessment.

This blight factor is not considered to present in the Study Area.

j. Environmental Contamination of Buildings or Property

Environmental conditions include the presence or likely presence of contamination in the soils, water sources, or other locations within the Study Area. Matrix contracted Environmental Risk Information Services (ERIS) to complete a database search for potential historical environmental conditions. The ERIS report identified the following areas of environmental concern:

- *Asbestos in Soil:* Prior to construction of the RTD light rail tracks, asbestos containing materials (ACM) were identified within urban infill at the current 13th Avenue RTD Station (Arapahoe County Parcel No. 1975-06-2-00-021). Hudspeth & Associates (Hudspeth) was contracted to complete an abatement of the identified Transite in August 2013. Remediation included clearance of surficial ACM in a gridded area and clearance by a CDPHE-certified asbestos building inspector (CABI). The remediation did not include removal or investigation of potential subsurface ACM, even though the report noted that some of the ACM in the area appeared to have been brought to the ground surface by burrowing prairie dogs. Matrix notes that Transite materials are considered non-friable. Furthermore, the identified area is limited to a single parcel of land at the site areas. However, ACM's may still be present below the ground surface within the Study Area boundary, thus an environmental condition is present.
- Multiple spill events within the study area boundaries were reported to Colorado Department of Public Health and Environment (CDPHE). A February 1990 gasoline spill of approximately 30 gallons was reported to CDPHE at 14100 East Colfax Avenue. In September 1994 an estimated 60 gallons of diesel was released at 14100 East Colfax Avenue. An April 2004 oil spill was also reported to the CDPHE with an unknown quantity at 14100 East Colfax Avenue.

- An Environmental Baseline Survey for Fitzsimons Army Medical Center completed in May 1996 identified a landfill (Landfill No. 4) located along Toll Gate Creek in the northern portion of the Study Area. Groundwater contamination from this landfill has historically been detected at concentrations exceeding regulatory levels. Landfill No. 4 has been remediated and has received closure from the CDPHE.
- Several leaking underground storage tank (LUST) sites were identified along the Colfax corridor upgradient to and within an eighth of a mile from the Study Area boundary. Petroleum-contaminated groundwater from these potential source areas have the potential to impact the Study Area.

Blight Factor: Environmental Contamination of Buildings or Property exists.

k.5 The existence of health, safety, or welfare factors requiring high levels of municipal services or substantial physical underutilization or vacancy of sites, buildings, or other improvements

Vacancy and underutilization are present within the Study Area. As outlined in previous sections, a majority of the Study Area consists of vacant, undeveloped parcels with no public services present.

Because of the lack of development, vacancies, and underutilization and the significant amount of infrastructure upgrades that would be required for development, especially along a major transportation corridor the study area meets the criteria for the presence of substantial physical underutilization.

Blight Factor: Substantial Underutilization or vacancy of sites, buildings, or other improvements is present.

Section 6: Conditions Assessment Summary and Conclusion

Within the entire Study Area, **six** of the eleven blight factors were identified as being present. The blight factors identified within the Study Area include:

- b. Predominance of defective or inadequate street layout
- c. Faulty lot layout in relation to size, adequacy, accessibility, or usefulness
- d. Unsanitary or unsafe conditions
- f. Unusual topography or inadequate public improvements or utilities
- j. Environmental contamination of buildings or property
- k.5. The existence of health, safety, or welfare factors requiring high levels of municipal services or substantial physical underutilization or vacancy of sites, buildings, or other improvements.

As discussed in Section 2, in order for an area to meet the definition of blight, a certain number of the eleven blight factors identified in the Colorado Urban Renewal Law must be found within the Study Area. Four of the eleven factors is the required minimum, unless eminent domain is to be used, then the required minimum is five of the eleven factors.

It is the conclusion of this Conditions Assessment that **six** blight factors identified within the Study Area exhibited significant levels of blight. Those six factors exceed the minimum required number under Colorado Urban Renewal Law to consider the Study Area a “blighted area”.

RESOLUTION NO. R2025- ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, ORDERING THAT A PUBLIC HEARING BE CONDUCTED REGARDING THE DESIGNATION OF THE PROPOSED 13TH AVENUE STATION URBAN RENEWAL AREA AS A BLIGHTED AREA APPROPRIATE FOR URBAN RENEWAL

WHEREAS, the Aurora Urban Renewal Authority (the "Authority") has been duly organized and is validly existing as a Colorado urban renewal authority in the City of Aurora, Colorado (the "City"), under Part 1 of Article 25 of Title 31, C.R.S. (the "Urban Renewal Law"); and

WHEREAS, pursuant to Section 31-25-107(1), C.R.S., the Authority shall not undertake an urban renewal project for an urban renewal area within the City unless, based on evidence presented at a public hearing, the City Council of the City (the "Council") has determined such area to be a blighted area and designated such area as appropriate for urban renewal projects; and

WHEREAS, on September 16, 2019, Council approved ordinance 2019-56 declaring the 13th Avenue/Colfax Station study area as a blighted area and appropriate for an urban renewal area; and

WHEREAS, AURA retained a consultant, Matrix Environmental, to review the previous 2019 conditions study, conduct a site visit, and to issue the following Property Conditions Assessment / Blight Study, dated September 2024; and

WHEREAS, the consultant identified the continued presence of predominance of defective or inadequate street layout; faulty lot layout in relation to size, adequacy, accessibility, or usefulness; unsanitary or unsafe conditions; unusual topography or inadequate public improvements or utilities; environmental contamination of buildings or property; and the existence of health, safety, or welfare factors requiring high levels of municipal services or substantial physical underutilization or vacancy of sites, buildings, or other improvements; and

WHEREAS, this blight designation will allow staff to proceed with negotiations with the taxing jurisdictions and finalizing the urban renewal plan and accompanying intergovernmental agreements.

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

Section 1. The Aurora City Council orders that a public hearing for the confirmation of the blight designation for the 13th Avenue Station area be held on March 10, 2025 at the hour of 6:30 p.m., or as soon as thereafter as possible, at the City Council Chambers, Aurora Municipal Center, 15151 East Alameda Parkway, Aurora Colorado, or, if the hearing is not held in person, then by such telephonic or electronic means accessed as described on the City's website Auroragov.org for the purpose of approving the designation of the proposed 13th Avenue Sation Urban Renewal Area as a blighted area appropriate for urban renewal.

Section 2. The Council directs that notices of the public hearings be published in a newspaper of general circulation in the City at least thirty (30) days prior to such hearing. Such notices shall be in substantially the form presented at this meeting, with such technical additions, deletions, and variations as the City Attorney may deem necessary or appropriate and not inconsistent with this Resolution. The Council further directs that written notices of the public hearings be mailed to all owners of private property in the 13th Avenue Station Urban Renewal Area at their last known address of record.

Section 3. The Council directs that the proposed 13th Avenue Station Urban Renewal Area Plan be submitted to the Planning Commission in accordance with the requirements of Section 31-25-107(2), C.R.S., for review and recommendations as to their conformity with the general plan for the development of the City as a whole. The Planning Commission shall submit its written recommendations with respect to the Plan, if any, to the Council within thirty (30) days after receipt of the Plan for review.

Section 4. In accordance with the requirements of Section 31-25-107(3.5)(a), C.R.S., the Council directs that the proposed 13th Avenue Station Urban Renewal Area Plan be submitted to the Board of County Commissioners of Arapahoe County and acknowledges that an urban renewal impact report has been submitted.

Section 5. All resolutions or parts of resolutions of the City in conflict herewith are expressly rescinded to the extent of such conflict.

RESOLVED AND PASSED this _____ day of _____ 2025.

_____
MIKE COFFMAN, Mayor

APPROVED AS TO FORM:

PETER A. SCHULTE, City Attorney

ATTEST:

By: _____
RACHEL ALLEN, Deputy City Attorney

_____
KADEE RODRIGUEZ, City Clerk

CITY OF AURORA
Council Agenda Commentary

Item Title: City Acceptance of AURA Loan Agreement to Support Infrastructure Construction in the 13th Avenue Station Area (Resolution)
Item Initiator: Jennifer Orozco, Sr Dev Project Manager, Planning and Business Development
Staff Source/Legal Source: Jennifer Orozco, Senior Development Project Manager, Planning and Business Development / Hanosky Hernandez, Senior Assistant City Attorney
Outside Speaker: N/A
Council Goal: 2012: 5.2--Plan for the development and redevelopment of strategic areas, station areas and urban centers

COUNCIL MEETING DATES:

Study Session: 1/13/2025

Regular Meeting: 1/27/2025

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

Item requires a Public Hearing: ☐ Yes ☒ No

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

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

Sponsor: Angela Lawson, Council Member
Jennifer Orozco, Senior Development Project Manager, Planning and Business Development / 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 Study Session

☒ Approve Item and Move Forward to Regular Meeting

☒ Approve Item as Proposed at Regular Meeting

☐ Information Only

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

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: N/A

Policy Committee Date: N/A

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

☐ Recommends Approval ☐ Does Not Recommend Approval

☐ Forwarded Without Recommendation ☐ Minutes Not Available

☐ Minutes Attached

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

At the September 13, 2023 Council Planning and Economic Development (PED) committee meeting, Daniel Krzyzanowski and Jennifer Orozco provided an overview of the Fitzsimons-Colfax and 13th Avenue Station Area Plan Update. The presentation mentioned that staff had been seeking grant funding to support bridge and infrastructure construction in the station area.

At the January 10, 2024 PED meeting, staff shared that the city had been invited to submit a grant application to the Strong Communities Infrastructure Grant Application offered by Colorado's Department of Local Affairs (DOLA). Council unanimously approved a letter of support (R-2024-03) on January 22, 2024. The $2 million grant was awarded to the city on April 4, 20224 and the grant agreement was effective September 4, 2024. The grant has a $350,000 minimum local match.

On April 22, 2024, Council unanimously approved a second letter of support (R-2024-42) for the city's application to DOLA's Energy and Mineral Impact Assistance Fund – More Housing Now Initiative. This second $2 million grant was awarded on July 19, 2024 and a grant agreement was effective October 14, 2024. This second grant has a $583,000 minimum local match.

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

The city has long-envisioned the transformation of 13th Avenue Station into a multifaceted neighborhood with diverse transit-oriented housing choices. However, this vision for residential development at the 13th Avenue Station hinges on solving the access and infrastructure challenges in the area. By taking the lead in planning and securing financing for necessary infrastructure, mainly the extension of Dillon Way and a multimodal bridge crossing of Tollgate Creek, the city will enable the construction of a significant concentration of workforce and affordable/mixed-income housing. Depending on final site plan designs, development at 13th Avenue station could provide over 900 infill housing units.

The Loan Agreement under consideration by Council will transfer up to $5 million from AURA to the city, to provide up-front cash flow and matching funds for the two DOLA reimbursement grants. Bridge costs are currently estimated at $8 million and will be refined in the upcoming design process. Nevertheless, staff expects that the $4 million in grant funding will cover no more than half of the total infrastructure expenses. Remaining infrastructure expenses, up to an $8 million total project cap, would be reimbursed from the AURA loan. Expenses in excess of $8 million would be borne by Bach Homes, the developer of the adjacent property, on the south side of the creek. Staff is recommending that the AURA loan be repaid with tax increment financing (TIF) revenues from a future urban renewal area to be established in the 13th Avenue Station area. Current projections suggest that the TIF revenue will be sufficient to repay the $5 million loan over the 25-year life of the TIF areas.

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.)

City acceptance of the Loan Agreement would move $5 million from the Fitzsimons Urban Renewal Area (org 71044) to a city account established for the infrastructure construction and grant administration.

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

N/A

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

The workload is absorbable with current staff.

QUESTIONS FOR COUNCIL

Does Council support the attached resolution, accepting the Loan Agreement whereby AURA will loan up to $5 million to the city, to support infrastructure construction in the 13th Avenue Station area?

LEGAL COMMENTS

Every urban renewal authority has all the powers necessary or convenient to carry out and effectuate the purposes and provisions of this part 1, including, but not limited to, the following powers in addition to others granted in this part 1 to undertake urban renewal projects and to make and execute any and all contracts and other instruments which it may deem necessary or convenient to the exercise of its powers under this part 1, including, but not limited to, contracts for advances, loans, grants, and contributions from the federal government or any other source (C.R.S. Section 31-25-105(1)(b)). (Allen)

LOAN AGREEMENT

This Agreement (the "Agreement"), is made as of this ____ day of _____, 2025, by and between the Aurora Urban Renewal Authority (the "Authority"), and the City of Aurora (the "City" or the "Borrower"), and herein collectively known as the "Parties."

WITNESSETH:

WHEREAS, the Aurora Urban Renewal Authority (the "Authority") has been duly organized and is validly existing as a Colorado urban renewal authority in the City of Aurora, Colorado ("City"), under Part 1 of Article 25 of Title 31, C.R.S., and has undertaken to eliminate and prevent blight within the City; and

WHEREAS, 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 desires to borrow funds in the amount of Five Million Dollars ($5,000,000.00) to cover the cost of infrastructure construction or/and improvements related to the redevelopment of the 13th Avenue Station (the "Project"); and

WHEREAS, in consideration of the commitments made by the Borrower in this Loan Agreement, the Authority has agreed to make a loan to the Borrower.

NOW, THEREFORE, in consideration of the mutual agreements contained herein, the Authority and the Borrower agree as follows:

1. Loan. The Authority has agreed to lend in the principal amount not to exceed Five Million dollars ($ 5,000,000.00) (the "Loan") for the purposes of assisting in the financing of the Project under the terms outlined in this Loan Agreement. The interest rate shall be 1% per annum, and the loan amount shall be due and payable upon completion of the Statement of Satisfaction (Exhibit ___) with the interest beginning to accrue after the final draw.

2. Disbursement Procedure. The principal of the Loan shall be disbursed to the Borrower as follows:

a. The Borrower agrees to an initial draw on _____ for an initial amount of Two million Three Hundred and Fifty Thousand ($2,350,000.00). Subsequent draws up to the amount stated in this section shall be agreed upon between Borrower and Lender no later than fifteen (15) days prior to the effective date Borrower desires to draw additional funds.

b. The Authority shall maintain records of all the draws from Borrower and the accumulated interest to provide to Borrower when requested and for accounting purposes.

3. Representations of the Borrower. In consideration of the Loan from the Authority, the Borrower hereby represents and warrants as follows:

a. The Borrower is a municipal corporation duly organized, validly existing and in good standing under the laws of the State of Colorado, and has the requisite power and authority to execute, deliver, and perform this Loan Agreement to borrow funds thereunder.

b. All representations made on behalf of the Borrower to the Authority in connection with the Loan are accurate, true, and correct.

c. The execution, delivery, and performance by the Borrower of this Loan Agreement have been duly authorized by the Borrower's governing body, and will not violate any law, rule, regulation, order, writ, judgment, decree, determination or award presently in effect applicable to the Borrower or any provision of the Borrower's organizational documents, or result in a breach of or constitute a default under any indenture or loan or credit agreement or any other agreement or instrument to which Borrower is a party or by which the Borrower's operations may be bound or affected.

d. The Borrower is not in default of any obligation, covenant or condition contained in any bond, debenture, note or other evidence of indebtedness or any mortgage or collateral instrument that would affect the Borrower's ability to repay this Loan.

e. As of the date of execution of this Loan Agreement there has been no material adverse change in the financial condition, organization, operations, properties, or personnel of the Borrower that would adversely affect its ability to repay the Loan or make unreasonable or unreliable any of the financing assumptions upon which the Authority's approval was based or any other aspect of the financing of which the Loan is a part.

g. No litigation of any nature is now pending or threatened in any state or federal court that contests either the corporate existence of the Borrower or the title of its present officers to their respective offices or affects or questions the power or authority of the Borrower to execute, deliver, or perform under the terms and conditions of this Loan Agreement.

4. Covenants of the Borrower. In consideration of the Loan from the Authority, the Borrower hereby covenants and agrees as follows:

a. The Borrower agrees to pay when due the principal, interest and other any other amounts that may become due and payable to the Authority in accordance with the following terms and conditions:

b. The Borrower shall not use any portion of the Loan proceeds received hereunder for any other purpose other than what has been stated in this Loan.

c. The Borrower agrees to pay the loan from any and all lawfully available funds.

4. Loan Costs. The Borrower hereby agrees to pay all fees, expenses and costs incurred by the Authority in making the Loan, including, but not limited to, all attorneys' fees, costs and expenses, any recording and filing fees, title insurance and survey costs, and any other taxes, fees

and expenses payable in connection with this Loan and with the enforcement of this Loan Agreement. If, at any time the Borrower defaults on any provision of this Loan Agreement, the Borrower further agrees to pay the Authority, in addition to any amounts that may be due under the Loan, an amount equal to all costs and expenses, including, without limitation, attorney fees, that may be incurred by the Authority in connection with the cure of such default or the enforcement of this Loan Agreement for the collection of all amounts due hereunder.

6. No Prepayment Penalty. The Borrower shall incur no prepayment penalty upon the early payment of any portion of, or the full amount of, the Loan principal. Any partial prepayment shall be applied against the principal amount outstanding and shall not postpone the due date of any subsequent payment nor change the amount of such payment until such time as principal amount of the Loan and interest thereon shall be paid in full.

7. Assignment. The Borrower agrees that it shall not assign any of its rights, duties, or obligations under this Loan Agreement to any third party without the prior written consent of the Authority, which consent will not be unreasonably withheld; provided that, under no circumstances, shall the Borrower assign such rights, duties, or obligations to a third party, unless and until such party enters into a written agreement with the Authority to finish payment throughout the remaining term of the Loan. Any assignments made of this agreement without the prior written consent of the authority shall be null and void. The authority reserves the right to exercise any legal remedy should an improper assignment occurs.

9. Deficiency. The Borrower understands and agrees that the Authority is under no obligation to fund any deficiency of the Borrower should the funds provided under this Agreement are insufficient to cover the full cost of the Project.

10. Default. In the event the Borrower fails to comply with any of the terms and conditions of this Agreement, such failure to comply shall be an Event of Default and shall entitle the Authority to all the rights and remedies contained in this Agreement.

11. Miscellaneous.

a. Legally Binding Instruments. When this Agreement is executed by Borrower and the Authority, this Agreement shall then constitute the legal, valid and binding obligation of the Borrower in accordance with its terms.

b. Notices. All notices given under this Agreement must be in writing and will be effectively served upon delivery receipted for or, if mailed, upon the first to occur of receipt or the expiration of 48 hours after deposit in first class certified United States mail, postage prepaid, sent to the party at its address appearing with its signature. Either party may change the address to which notice to it shall be sent by providing notice of such change to the other party. Mailing shall be to the following addresses:

Borrower: City of Aurora
Office of the City Attorney.
15151 E Alameda Pkwy

Suite 5300
Aurora CO, 80012

Authority: Aurora Urban Renewal Authority
15151 E Alameda Pkwy.
Aurora Colorado 80012.

c. Applicable Law. This Loan will be governed by Colorado law. The Parties agree that proper venue shall be the Arapahoe District Court.

d. No Waiver: Consents. Any waiver by the Authority must be in writing and will not be construed as a continuing waiver. No waiver will be implied from any delay or failure by the Authority to act on account of any default of the Borrower. Consent by the Authority to any act or omission by the Borrower will not be construed to constitute consent to any other or subsequent act or omission or to waive the requirement for the Authority's consent to be obtained in a future or other instance.

e. Severability. The invalidity or unenforceability of anyone or more provisions of this Agreement will in no way affect any other provision. In the event any clause is considered invalid the remaining clause shall remain in force. The Borrower and the Authority shall negotiate in good faith a replacement clause.

f. Time is of the Essence. Time is of the essence in the performance of this Agreement by the Borrower.

g. Amendments. This Agreement may not be modified or amended except by a written agreement signed by the Parties.

(Signature page follows)

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first written above.

AUTHORITY

_____

ANDREA AMONICK
Manager Aurora Urban Renewal Authority

BORROWER:

_____

JASON BATCHELOR,
City Manager

APPROVED AS TO FORM:

_____

HANOSKY HERNANDEZ,
Sr. Assistant City Attorney

RESOLUTION NO. R2025-___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING THE LOAN AGREEMENT BETWEEN THE AURORA URBAN RENEWAL AUTHORITY AND THE CITY OF AURORA, COLORADO, FOR THE FINANCING OF THE 13TH AVENUE STATION PROJECT

WHEREAS, Article XIV, Section 18 of the Colorado Constitution and Section 29-1-203, C.R.S., allows the state and its political subdivisions to contract with one another to provide any function, service, or facility lawfully authorized to each of the contracting units; and

WHEREAS, the Aurora Urban Renewal Authority (the "Authority"), and the City of Aurora, Colorado (the "City"), wish to enter into a loan agreement (the "Agreement") to aid in the financing of the 13th Avenue Station Project (the "Project"); and

WHEREAS, the Authority has expressed its desire to aid in said financing by providing the funds through the Agreement and the City wishes to borrow said funds and wishes to accept the terms and conditions outlined in the Agreement; and

WHEREAS, the City Council of the City finds and determines that entering into this Agreement is in the best interests of the City and its citizens.

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

Section 1. The Loan Agreement attached to this resolution between the Aurora Urban Renewal Authority and the City of Aurora, Colorado, to aid in the financing of the 13th Avenue Station Project is hereby approved.

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

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

RESOLVED AND PASSED this _____ day of _____, 2025.

_____
MIKE COFFMAN, Mayor

ATTEST:

_____
KADEE RODRIGUEZ,
City Clerk

APPROVED AS TO FORM:

Hanosky Hernandez
_____
HANOSKY HERNANDEZ,
Sr. Assistant City Attorney

CITY OF AURORA
Council Agenda Commentary

Item Title: Second Amendment to Intergovernmental Agreement (IGA) with Colorado Department of Transportation (CDOT) for Westerly Creek to Toll Gate Creek Trail
Item Initiator: Zach Hribar, Engineer Senior, Public Works
Staff Source/Legal Source: Cathleen Valencia, Manager of Project Delivery Services, Public Works / Michelle Gardner, Senior Assistant City Attorney
Outside Speaker: N/A
Council Goal: 2012: 3.2--Reduce travel time and reduce congestion and provide expanded multi-modal mobility choices

COUNCIL MEETING DATES:

Study Session: N/A

Regular Meeting: 1/27/2025

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

Item requires a Public Hearing: ☐ Yes ☒ No

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

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

R2025-09 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING THE SECOND AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF AURORA AND THE STATE OF COLORADO DEPARTMENT OF TRANSPORTATION (CDOT) REGARDING THE WESTERLY CREEK TRAIL TO TOLL GATE CREEK TRAIL CONNECTOR (BICYCLE/PEDESTRIAN CONNECTIONS INCLUDING THE R/H-LINE FLORIDA STATION)
Waiver of reconsideration is requested as the Intergovernmental Agreement (IGA) is to expire in March and this amendment is only to close out the project on the CDOT funding side while all reimbursements and adjustments on the city side have been completed.
Cathleen Valencia, Project Delivery Services Manager, Public Works / Michelle Gardner, Senior Assistant City Attorney

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

☐ Approve Item and Move Forward to Study Session

☐ Approve Item as Proposed at Study Session

☐ Approve Item and Move Forward to Regular Meeting

☐ Approve Item as Proposed at Regular Meeting

☐ Information Only

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

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: N/A

Policy Committee Date: N/A

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

☒ Recommends Approval

☐ Does Not Recommend Approval

☐ Forwarded Without Recommendation

☐ Minutes Not Available

☒ Minutes Attached

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

The Westerly Creek Trail to Toll Gate Creek Trail connection was conceived in the City of Aurora Bicycle and Pedestrian Master Plan approved by City Council. In 2014, as part of the normal Transportation Improvement Programming cycle, the Westerly Creek Trail to Toll Gate Creek Trail Connector was presented as an eligible candidate to the Denver Regional Council of Governments (DRCOG) for federal funding. DRCOG approved Transportation Improvement Program (TIP) funding for the Westerly Creek Trail to Toll Gate Creek Trail Connector Facility as part of the 2016-2019 cycle.

On May 5th, 2022 the first amendment to the IGA was approved by City Council. Where most improvements of the project had already been completed at the time, the First Amendment to the IGA extended the IGA to allow for additional reimbursement of expenses still eligible to the City. Due to several issues with establishment along the project, it was necessary to add a landscape establishment period. Additionally, the amendment removed bike racks from the project scope of work with permission from DRCOG and PROS, as viable locations within the project limits were not available. Previous meeting minutes from 5/9/2022 are attached (Page 6 and 7, highlighted), as Exhibit A. Also attached as Exhibit B, is the "Executed CDOT Funding IGA Amendment No. 1" for reference.

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

This project achieved final completion in May of 2024, with this IGA amendment representing final closeout on CDOT requirements. The change to the IGA in this amendment No. 2 is only the project total amount that's detailed below for final closeout.

Original overall contract amount- $10,551,750.00
Final overall contract amount- 9,298,425.00

These changes to funding are necessary for closeout of the project since the construction bid price came in under the estimate and final reimbursement and project totals in the IGA need to match the actual money spent on the project for CDOT closeout. These changes are documented in Exhibit C, CDOT Funding IGA Amendment No. 2.

FISCAL IMPACT

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

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

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

N/A

BUDGETED EXPENDITURE IMPACT

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

N/A

NON-BUDGETED EXPENDITURE IMPACT

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

N/A

WORKLOAD IMPACT

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

N/A

QUESTIONS FOR COUNCIL

Does City Council approve the Resolution for the Second Amendment to the Intergovernmental Agreement with CDOT for the Westerly Creek to Toll Gate Creek Trail Connector Improvement Project with a waiver of reconsideration?

LEGAL COMMENTS

Governments may cooperate or contract with one another to provide any function, service, or facility lawfully authorized to each of the cooperating or contracting units only if such cooperation or contracts are authorized by each party thereto with the approval of its legislative body or other authority having the power to so approve. (Colo. Rev. Stat. Section 29-1-203(1)). City Council may, by resolution, enter into intergovernmental agreements with other governmental units or special districts for the joint use of buildings, equipment or facilities, and for furnishing or receiving commodities or services. (City Charter Section 10-12). (M. Gardner)

Motion to approve shall include a waiver of reconsideration.

MINUTES

Regular Meeting of the **Aurora City Council**
Monday, May 9, 2022

1. **RECONVENE REGULAR MEETING OF MAY 9, 2022, AND CALL TO ORDER**

Mayor Coffman reconvened the regular meeting of City Council for May 9, 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

3. **INVOCATION/MOMENT OF SILENCE**– Mike Coffman, Mayor

Mayor Coffman asked for a moment of silence for the continuous suffering and the lives lost in Ukraine.

4. **PLEDGE OF ALLEGIANCE** (all standing)

5. **EXECUTIVE SESSION UPDATE**

Mayor Coffman stated that during the executive session, the council discussed collective bargaining and incentive negotiations.

6. **APPROVAL OF MINUTES**

6.a. April 11, 2022, Meeting Minutes

Motion by Gardner, second by Bergan, to approve the minutes of the April 11, 2022 City Council meeting, as presented.

Voting Aye: Mayor Coffman, Bergan, Coombs, Gardner, Jurinsky, Lawson, Marcano, Medina, Sundberg, Zvonek

6.b. April 25, 2022 Meeting Minutes

Motion by Jurinsky, second by Bergan, to approve the minutes of the April 25, 2022 City Council meeting, as presented.

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

Voting Aye: Mayor Coffman, Bergan, Coombs, Gardner, Jurinsky, Lawson, Marcano, Medina, Sundberg, Zvonek

7. **PROCLAMATIONS OR CEREMONIES**

7.a. World Neurofibromatosis Awareness Day

Mayor Coffman proclaimed May 17, 2022 as World Neurofibromatosis (NF) Awareness Day.

7.b. Older Aurorans Month

Mayor Coffman proclaimed the month of May 2022 as Older Aurorans Month.

7.c. Mental Health Awareness Month

Mayor Coffman proclaimed the month of May 2022 as Mental Health Awareness Month.

7.d. Armed Forces Day

Mayor Coffman proclaimed May 21, 2022 as Armed Forces Day.

8. **PUBLIC INVITED TO BE HEARD**

(non-agenda related issues only)

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

Council heard public in-person and call-in testimony on non-agenda-related items.

CM Coombs requested for information of the speaker that talked about prairie dogs. CM Marcano requested for information of the speaker that talked about affordable housing. Mayor Pro Tem Bergan and CM Marcano asked for information of the speaker that talked about replacing the 8-foot fence.

CM Jurinsky requested to speak to Aaron Futrell who spoke to City Council during Public Invited to be Heard. Mayor Coffman said that she can address her comments during reports.

9. **ADOPTION OF THE AGENDA**

Motion by Gardner, second by Sundberg to adopt the agenda as presented.

Voting Aye: Mayor Coffman, Bergan, Gardner, Jurinsky, Lawson, Marcano, Medina, Murillo, Sundberg, Zvonek

10. **CONSENT CALENDAR**

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

This portion of the agenda is a meeting management tool to allow the City Council to handle several routine items with one action. Any member of the Council may request an item to be removed from the Consent Calendar and considered separately. Any item removed will be considered immediately following the adoption of the remainder of the Consent Calendar.

10.a. **Consideration to AWARD A COMPETITIVELY BID CONTRACT to GSE Construction Company Inc., Boulder, Colorado in the amount of $4,182,300.00 for construction of the Piney Creek Lift Station Upgrades Project, Project No. 5857A**

Andrea Long, Senior Engineer, Aurora Water / Dave Lathers, Senior Assistant City Attorney

10.b. **Consideration to AWARD A COMPETITIVELY BID CONTRACT to T. Lowell Construction Inc., Castle Rock, Colorado in the amount of $6,678,000.00 for the SC2, SC5, and S. Ouray Way Sanitary Sewer Upgrades Project, Project No. 5848A**

Andrea Long, Senior Engineer, Aurora Water / Dave Lathers, Senior Assistant City Attorney

10.c. **Griswold Water Purification Facility Solids Handling Improvements System Project Design Amendment**

Consideration to AMEND AN OPENLY SOLICITED CONTRACT with Carollo Engineers, Inc., Walnut Creek, California in the amount of $385,906.00 for providing additional professional engineering services for the Griswold WPF Solids Handling Improvements Project, Project NO. R-2047.

Elizabeth Carter, Principal Engineer, Aurora Water / Brian Rulla, Assistant City Attorney

10.d. **Consideration to AWARD A COMPETITIVELY BID CONTRACT to RN Civil Construction, Centennial, Colorado in the amount of $5,452,000.00 for the Sand Creek Water Reclamation Facility (WRF) Rehabilitation and Improvements Project, Project No. 5868A**

Elizabeth Carter, Principal Engineer, Aurora Water / Dave Lathers, Senior Assistant City Attorney

10.e. **Consideration to AWARD AN OPENLY SOLICITED CONTRACT to CoPro., Denver, Colorado in the amount of $167,930.40 for Flir K65 Thermal Imaging Camera kits. (R-2146)**

Waiver of Reconsideration: Aurora Fire Rescue (AFR) is requesting a waiver of reconsideration for two reasons. First, there is a performance period for this grant award that AFR must meet. With current supply chain and logistics concerns, AFR would prefer to have these items in hand to begin the reporting process to the granting agency. Second, AFR is conducting a wholescale replacement of its old

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thermal imaging cameras. We have several units that are underperforming that we would like to replace as soon as possible. AFR has ceased spending on replacement parts for these old units in anticipation of this bid. There is a life safety risk for not having these units deployed as soon as possible.

Mathew Wasserburger, Manager Business Services, Fire / David Lathers, Senior Assistant City Attorney

10.f. **Consideration to AWARD A SOLE SOURCE CONTRACT to Scott Safety, Monroe North Carolina, in the not-to-exceed amount of $76,258.68 for annual repair/maintenance as required for Scott Self Contained Breathing Apparatus (SCBA) through May 31, 2023**

Mathew Wasserburger, Manager of Business Services Fire / Dave Lathers, Senior Assistant City Attorney

10.g. **Consideration to AWARD AN OPENLY SOLICITED CONTRACT to Keesen Landscape Management Inc., Englewood, Colorado in the not-to-exceed amount of $250,000.00 for Abatement Services for Homeless Encampments through December 31, 2022. (B-4643)**

Sandra Youngman, Manager of Code Enforcement / David Lathers, Senior Assistant City Attorney

10.h. **Consideration to AWARD A SOLE SOURCE CONTRACT to Safe Restraints, Diablo, California, in the not-to-exceed amount of $65,302.36 for Wrap safety restraints system as required for police through December 31, 2022.**

Timothy Sherbondy, Grant Analyst Police / Dave Lathers, Senior Assistant City Attorney

10.i. **Consideration to AMEND AN OPENLY SOLICITED CONTRACT with Dewberry Engineers, Inc., Denver, Colorado in the amount of $93,080.00 for providing additional design phase services for the 36-inch Gun Club Rd. Pipeline from E. 56th Ave. to E. 64th Ave. Phase 2**

Dean Bedford, Principal Engineer, Aurora Water / Dave Lathers, Senior Assistant City Attorney

10.j. **Consideration to AWARD AN OPENLY SOLICITED CONTRACT with Jacobs Engineering Group Inc., in the amount of $298,804.00 for the Sand Creek Reclaimed Waterline Extension to Prairie Waters Pump Station 3 Feasibility and Pipeline Alignment Study**

Dean Bedford, Principal Engineer Aurora Water / Dave Lathers, Senior Assistant City Attorney

10.k. **Consideration to AWARD A COMPETITIVELY BID CONTRACT to Harrison Western Construction Corporation, Lakewood, Colorado in the amount of**

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$320,850.00 for construction of the Strontia Springs Rockfall Mitigation, Project No. 5866A.

John Clark, Principal Engineer, Aurora Water / Dave Lathers, Senior Assistant City Attorney

10.l. **Consideration to AWARD A SINGLE SOURCE CONTRACT to Montrose Air Quality Services, Denver, Colorado in the amount of $95,050.00 for the purchase of an infrared inspection camera**

Jeffrey S. Moore, Manager Oil & Gas Division / Dave Lathers, Senior Assistant City Attorney

10.m. **2022-2023 Aggregate Materials**

Consideration to AWARD AN OPENLY SOLICITED CONTRACT with Leonard Rice Engineers, Inc., Denver, Colorado in the amount of $839,324.00 to provide engineering services for the ACRE-Box Elder ASR Pilot Facility Final Design and Commissioning Project, Project No. R-2153.

Sarah Young, Deputy Director of Planning and Engineering, Aurora Water / Dave Lathers, Senior Assistant City Attorney

10.n. **Consideration to AWARD A SINGLE SOURCE CONTRACT to Johnson Environmental Consultants, LLC, Carbondale, Colorado in the amount of $58,421.00 for the monitoring and coordination of the Hayden Wetland Bank near Leadville, Colorado**

Alexandra Davis, Deputy Director of Water Resources, Aurora Water / Dave Lathers, Senior Assistant City Attorney

10.o. **Consideration to AWARD A SINGLE SOURCE CONTRACT to McCandless Truck Center, Aurora, Colorado in the not-to-exceed amount of $220,000.00 for the purchase of International original equipment manufacturer (OEM) repair parts as required through July 31, 2023.**

Ronnie Forrest, Fleet Manager, Public Works / Dave Lathers, Senior Assistant City Attorney

10.p. **Consideration to AWARD A COMPETITIVELY BID CONTRACT to L&M Enterprise, Inc. Berthoud, Colorado in the amount of $418,897.90 for the Utah Park-Sidewalk & Bridge Abutment Repairs; Project 5847A.**

John Sawatzke, PROS Project Manager / Dave Lathers, Senior Assistant City Attorney

10.q. **Consideration to AWARD A SOLE SOURCE CONTRACT to Intrado Life & Safety Solutions Corp., Longmont, Colorado in the amount of $170,857.50 for the annual support renewal for city's 911 call handling system through February 8, 2023.**

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Scott Newman, Chief Information Officer, IT / Dave Lathers, Senior Assistant City Attorney

10.r. **Consideration to EXTEND A COMPETITIVELY BID CONTRACT to Albert Frei and Sons, Inc., Henderson, Colorado in the not-to-exceed amount of $256,300.00 for the purchase of aggregate materials as required through March 31, 2023. (Bid #B-4580)**

Marena Lertch, Manager of Water Service, Aurora Water / Dave Lathers, Senior Assistant City Attorney

10.s. **Consideration to APPROVE AN OIL and GAS LEASE AGREEMENT with Crestone Peak Resources Watkins Holdings LLC**

Consideration to APPROVE A OIL & GAS LEASE AGREEMENT with Crestone Peak Resources Watkins Holdings LLC, for city-owned mineral rights within the West Half of the Northwest Quarter and North Half of the Southwest Quarter of Section 30, Township 3 South, Range 64 West of the Sixth Principal Meridian, County of Adams, State of Colorado, containing 179.7 acres

Jeffrey S. Moore, Manager Oil & Gas Division / Ian Best, Assistant City Attorney

10.t. **2022-2023 Priority Dispatch System ESP (P)**

Consideration to AWARD A SOLE SOURCE CONTRACT to Priority Dispatch, Salt Lake City, Utah in the amount of $70,730.01 for software system license renewal, service and support for city's 911 answering system in the main and backup communication centers for 2022-2023

Staff requests a waiver of reconsideration as the invoice is past due and to ensure there is no disruption to this critical 911 software.

Scott Newman, Chief Information Officer, IT / Dave Lathers, Senior Assistant City Attorney

CM Jurinsky stated that she appreciates city staff for approving one contract for a company in Aurora out of 20 contracts. She mentioned that one of her companies is registered in Sheridan, one is in Englewood, and four are in Aurora. Mayor Coffman stressed that CM Jurinsky is talking about issues that are not germane to the topic at hand.

Motion by Gardner, second by Bergan to approve the consent calendar items 10a through 10t.

Voting Aye: Mayor Coffman, Bergan, Coombs, Gardner, Jurinsky, Lawson, Marcano, Medina, Murillo, Sundberg, Zvonek

11. RESOLUTIONS

11.a. First Amendment to IGA with CDOT for the Westerly Creek Trail to Toll Gate Creek Trail Connector

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

R2022-89 CONSIDERATION TO APPROVE A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, FOR THE FIRST AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN CITY OF AURORA AND COLORADO DEPARTMENT OF TRANSPORTATION (CDOT) FOR THE WESTERLY CREEK TRAIL TO TOLL GATE CREEK TRAIL CONNECTOR IMPROVEMENT PROJECT

Matt Kozakowski, Transportation Project Delivery Manager / Michelle Gardner, Senior Assistant City Attorney

Matt Kozakowski, Transportation Project Delivery Manager, provided a summary of the item.

CM Marcano asked if they are going to find a spot for bike racks outside of the specific grant. M. Kozakowski said yes. He mentioned that Park Aurora is working with RTD to find appropriate locations for bike lockers. He added that they do not use bike racks anymore.

CM Jurinsky mentioned that since she does not own a business in Denver, this item is important for Aurora. Mayor Coffman stressed that CM Jurinsky's statements are not germane to the issue and that she can address them when council members announce their reports.

Motion by Marcano, second by Coombs to approve item 11a.

Voting Aye: Bergan, Coombs, Gardner, Jurinsky, Lawson, Marcano, Medina, Murillo, Sundberg, Zvonek

11.b. **Arapahoe County Open Space Sales and Use Tax Shareback Intergovernmental Agreement**

R2022-90 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF AURORA, COLORADO, AND ARAPAHOE COUNTY, COLORADO, FOR THE COLLECTION OF THE OPEN SPACE SALES AND USE TAX SHAREBACK FUNDS

Jeff Edwards, Interim Manager of Tax / Hanosky Hernandez Perez, Senior Assistant City Attorney

Jeff Edwards, Interim Manager of Tax, provided a summary of the item.

CM Marcano thanked the voters of Arapahoe County for approving the indefinite extension. He added that there is a benefit from this funding source for Aurora and he is excited to know it is going to be available in perpetuity. He mentioned it will help Arapahoe County and Aurora for further park development.

CM Sundberg asked what the projected revenue is for 2022. J. Edwards stated it is under $11 million. Mayor Coffman asked what portion will be received by Aurora. J. Edwards stated Aurora will receive that share of funds.

Motion by Marcano, second by Lawson to approve item 11b.

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

Voting Aye: Bergan, Coombs, Gardner, Jurinsky, Lawson, Marcano, Medina, Murillo, Sundberg, Zvonek

11.c. **Tallyn's Reach Metropolitan District Nos. 2 and 3 Consolidation**

R2022-91 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, CONSENTING TO THE CONSOLDIATION OF TALLYN'S REACH METROPOLITAN DISTRICT NOS. 2 AND 3

Cesarina Dancy, Senior Development Project Manager, Office of Development Assistance / Brian Rulla, Assistant City Attorney II

Cesarina Dancy, Senior Development Project Manager, provided a summary of the item.

Motion by Bergan, second by Gardner to approve item 11c.

Voting Aye: Bergan, Coombs, Gardner, Jurinsky, Lawson, Marcano, Medina, Murillo, Sundberg, Zvonek

11.d. **Storage of Personal Property from Camps**

R2022- 92 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL'S APPROVAL OF A POLICY ADDRESSING THE STORAGE OF PERSONAL PROPERTY REMOVED FROM AN ABATED UNAUTHORIZED CAMP

Jessica Prosser, Director of Housing and Community Services / Tim Joyce, Assistant City Attorney

Tim Joyce, Assistant City Attorney, provided a summary of the item.

CM Murillo stated that addressing the storage of people's personal belongings through the camping ban is a way to mitigate the harmful impacts of the ban. She added that although this is not the most comprehensive way to address storage, a policy is better than no policy. She mentioned it could be written in a way that is more humane and honors the fact that they are taking potentially everything the people being abated own.

Motion by Zvonek, second by Murillo to approve item 11d.

Voting Aye: Bergan, Coombs, Gardner, Jurinsky, Lawson, Marcano, Medina, Murillo, Sundberg, Zvonek

Mayor Coffman called for a brief recess of Council to allow staff to provide call-in instructions.

12. **PUBLIC HEARING WITH RELATED ORDINANCE**

13. **PUBLIC HEARING WITHOUT RELATED ORDINANCE**

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

13.a. **Aurora Crossroads Metropolitan District No.3 Amended and Restated Service Plan**

R2022-93 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING THE FIRST AMENDED AND RESTATED SERVICE PLAN FOR AURORA CROSSROADS METROPOLITAN DISTRICT NO. 3 AND AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF AURORA, COLORADO AND THE DISTRICT

Cesarina Dancy, Senior Development Project Manager, Office of Development Assistance / Brian Rulla, Assistant City Attorney II

Cesarina Dancy, Senior Development Project Manager, provided a summary of the item.

Mayor Coffman opened the public hearing.

Mayor Coffman closed the public hearing.

Motion by Gardner, second by Zvonek to approve item 13a.

Voting Aye: Bergan, Coombs, Gardner, Jurinsky, Lawson, Marcano, Medina, Murillo, Sundberg, Zvonek

14. **INTRODUCTION OF ORDINANCES**

14.a. **An Ordinance to Amend City Code Relating to GERP And ERP Retirement Plans**

2022-25 FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, AMENDING CHAPTER 102, SECTIONS 137, 138, 140 AND 323 OF THE CITY CODE TO CLARIFY RETIREMENT PLAN ELIGIBLITY FOR THE GENERAL EMPLOYEES RETIREMENT PLAN AND THE MONEY PURCHASE PLAN FOR EXECUTIVE PERSONNEL

Nancy Wishmeyer, Controller / Hanosky Hernandez, Senior Assistant City Attorney

Nancy Wishmeyer, Controller, provided a summary of the item.

Motion by Gardner, second by Coombs to approve item 14a.

Voting Aye: Bergan, Coombs, Gardner, Jurinsky, Lawson, Marcano, Medina, Murillo, Sundberg, Zvonek

14.b. **Proposal to Amend Section 2-672 of the City Code Pertaining to Authority to Award Contracts**

2022-26 FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, AMENDING SECTION 2-672 OF THE CITY CODE PERTAINING TO AUTHORITY TO AWARD CONTRACTS BY REMOVING IN ITS ENTIRETY SUBSECTION

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(C) REQUIRING COUNCIL AUTHORIZATION OF REQUESTED PROCUREMENTS FROM ENUMERATED PROGRAMS

Sponsor: Danielle Jurinsky, Council Member

Dave Lathers, Assistant City Attorney

Dave Lathers, Assistant City Attorney, provided a summary of the item.

CM Gardner asked what type of items would still require local government approval under the 1033 program. D. Lathers mentioned that munitions and items classified as weapon systems are still required by the federal government to be audited. CM Gardner highlighted that under the 1033 program, law enforcement agencies must receive approval from their relevant local governing body to request and obtain controlled property which is required by 10 US Code 2576a. D. Lathers said the police department can still seek the resolution, with help in drafting it from the City Attorney's office, have it scheduled, and bring it forward if there is an item they desire approval for whether or not there is an ordinance demanding it. This is due to the federal government requirement. CM Gardner asked if council approval would still be required to procure controlled items under the program. D. Lathers confirmed this.

Motion by Jurinsky, second by Zvonek to approve item 14b.

Voting Aye: Bergan, Coombs, Gardner, Jurinsky, Lawson, Marcano, Medina, Murillo, Sundberg, Zvonek

15. **FINALIZING OF ORDINANCES**

Ordinances on final reading which were introduced by unanimous vote of those present on the first reading may be taken under consideration and voted upon as a single item. Related ordinances may be acted upon as one item after the titles are read in series by the City Clerk. Any member of the Council may request an item to be considered separately. Any item removed will be considered immediately following the adoption of the remainder of the Finalizing of Ordinances.

15.a. **Windler Zoning Map Amendment**

2022-22 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, FOR A ZONING MAP AMENDMENT TO ADJUST THE EXISTING ZONE DISTRICT BOUNDARIES OF THE MEDIUM-DENSITY RESIDENTIAL (R-2), MIXED-USE REGIONAL (MU-R), AND MIXED-USE AIRPORT (MU-A) ZONING DISTRICTS, FOR LAND LOCATED EAST OF E-470 BETWEEN 48TH AVENUE AND 56TH AVENUE (WINDLER ZONING MAP AMENDMENT)

Aja Tibbs, Senior Planner / Daniel L. Money, Senior Assistant City Attorney

15.b. **IT Lease Purchase Authority**

2022-23 FOR AN ORDINANCE AUTHORIZING THE CHIEF INFORMATION OFFICER TO ACQUIRE CERTAIN TANGIBLE AND INTANGIBLE INFORMATION TECHNOLOGY

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

PROPERTY DURING THE 2022 FISCAL YEAR, EITHER BY PURCHASE OR PURSUANT TO THE TERMS OF LEASE-PURCHASE AGREEMENTS TO BE ENTERED INTO BETWEEN THE CITY, AS LESSEE, AND LEASE INVESTORS, VENDORS OR THE AURORA CAPITAL LEASING CORPORATION, EACH AS LESSOR, AUTHORIZING OFFICIALS OF THE CITY TO TAKE ALL ACTION NECESSARY TO CARRY OUT THE TRANSACTIONS CONTEMPLATED HEREBY

Scott Newman, Chief Information Officer / Kimberly Skaggs, Assistant City Attorney

15.c. **2022 Spring Supplemental Ordinance**

2022-24 FOR AN ORDINANCE OF THE CITY OF AURORA, COLORADO APPROPRIATING SUMS OF MONEY IN ADDITION TO THOSE APPROPRIATED IN ORDINANCE NOS. 2020-53, 2021-17, AND 2021-68 FOR THE 2021 FISCAL YEAR AND ORDINANCE NO. 2021-56 FOR THE 2022 FISCAL YEAR

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

Motion by Bergan, second by Gardner to approve items 15a through 15c.

Voting Aye: Bergan, Coombs, Gardner, Jurinsky, Lawson, Marcano, Medina, Murillo, Sundberg, Zvonek

16. **PLANNING MATTERS**

17. **ANNEXATIONS**

18. **RECONSIDERATIONS AND CALL UPS**

19. **GENERAL BUSINESS**

19.a. **Council Appointee Court Administrator Selection and Appointment**

Sponsor: Aurora City Council

Ryan Lantz, Director of Human Resources / Kimberly Skaggs, Assistant City Attorney

Outside speaker: Scott Reilly, Affion President

Ryan Lantz, Director of Human Resources, provided a summary of the item.

Mayor Coffman asked if Candace Atkinson is the person from Westminster. Staff confirmed this. CM Marcano stated they had tremendous candidates and the city would be well served by any of them. He added although he seconded the nomination for DeNeese, Candace would also serve the city well.

Motion by Gardner, second by Marcano, to appoint DeNeese Parker as Court Administrator.

SUBSTITUTE MOTION

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

Motion by Bergan, second by Zvonek, to appoint Candace Atkinson as Court Administrator.

VOTE ON SUBSTITUTE MOTION

Voting Aye: Mayor Coffman, Bergan, Coombs, Gardner, Jurinsky, Lawson, Marcano, Sundberg, Zvonek

Voting Nay: Medina, Murillo

19.b. **Consideration to Appoint One (1) Member to the Human Relations Commission**

Kadee Rodriguez, City Clerk / Dave Lathers, Senior Assistant City Attorney

CM Jurinsky asked if there are other openings for the Commission. K. Rodriguez said she will look into this. CM Coombs said there are five or six openings on the commission. CM Jurinsky stated she would like to appoint two people to the Commission.

CM Jurinsky mentioned that DeVonne Austin is present in City Hall and has gone through the interview process. CM Jurinsky made a substitute motion to appoint Devonne Austin to the Human Relations Commission.

CM Coombs mentioned they had previously asked to receive applications of all applicants for boards and commissions appointments. She stated only Erica Ponder's application was included in the backup. K. Rodriguez said that they can start including all the applications for the previous year. She added that the commissions are giving the applications of whom they're recommending. CM Marcano said he would like to know more about DeVonne. He stated since there are multiple openings, he doesn't see why they can't appoint both. However, he pointed out the process is unorthodox given that his information was not included in the backup. He mentioned that he likes that DeVonne is present at the council meeting.

CM Jurinsky highlighted if his application is included and if another member of the commission did not try to blackball him, then the Council could have gotten a chance to get to know him. She added this is something that DeVonne wants, and it is her prerogative to appoint whom she wants. She stressed it is unfortunate that his information was not given to the Council. CM Coombs said she supports looking at the application and appointing. She added that it did not make sense to not look at someone's application and simply appoint them. She stressed that Council should have every application in the backup for all boards and commissions to have the necessary information.

CM Coombs asked the City Attorney if this item would not be allowed to be voted on for six months if the motion is not supported. D. Brotzman answered she may consider a motion to continue this item to the next meeting when information is provided. CM Coombs made a motion for a continuance.

Mayor Pro Tem Bergan said there is no reason to continue it to the next meeting. She stated since he is a resident of Aurora, she is fine with having him appointed given that

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there are five openings. CM Lawson asked if it would be allowed for DeVonne to come up and tell the Council why he is interested in the Commission. She clarified that it is not an interview.

DeVonne Austin spoke in front of the council about his background. CM Coombs withdrew her motion for continuance and requested to make a substitute motion to appoint both Erika and DeVonne. Staff and Mayor Coffman explained there can only be one substitute motion. CM Jurinsky accepted CM Coombs' motion as a friendly amendment.

CM Marcano requested to also have the information of individuals that are not recommended by staff. K. Rodriguez agreed that they will be providing that to Council moving forward.

Motion by Bergan, second by Lawson, to appoint Erica Ponder to the Human Relations Commission.

SUBSTITUTE MOTION

Motion by Jurinsky, second by Zvonek, to appoint both Erica Ponder and DeVonne Austin to the Human Relations Commission.

VOTE ON SUBSTITUTE MOTION

Voting Aye: Mayor Coffman, Bergan, Coombs, Gardner, Jurinsky, Lawson, Marcano, Medina, Murillo, Sundberg, Zvonek

19.c. **Consideration to Appoint Two (2) Members and Reappoint One (1) Member to the Veterans Affairs Commission**

Kadee Rodriguez, City Clerk / Dave Lathers, Senior Assistant City Attorney

CM Coombs asked if all the applications received were included in the backup or not. K. Rodriguez answered that the applications considered for appointment by the Veterans Affairs Commission were included in the backup.

Motion by Bergan, second by Gardner, to appoint Dwayne Davis and Julie Huygen, and reappoint Ralph Charlip to the Veterans Affairs Commission.

Voting Aye: Mayor Coffman, Bergan, Coombs, Gardner, Jurinsky, Lawson, Marcano, Medina, Murillo, Sundberg, Zvonek

19.d. **Consideration to Reappoint Three (3) Members to the Historic Preservation Commission**

Kadee Rodriguez, City Clerk / Dave Lathers, Senior Assistant City Attorney

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

Motion by Coombs, second by Marcano, to reappoint Elizabeth Hamilton, Gordon Tucker, and Lynne Evans to the Historic Preservation Commission.

Voting Aye: Mayor Coffman, Bergan, Coombs, Gardner, Jurinsky, Lawson, Marcano, Medina, Murillo, Sundberg, Zvonek

19.e. **Colorado Open Meetings Law**

Consideration of consent to release the recording of the March 14, 2022, executive session pertaining to the censure of Danielle Jurinsky, such release being limited to release to the District Court for an in camera review by the Court under the Colorado Open Meetings Law for a determination as to whether such release is required, and such release including a limited waiver of the attorney-client privilege solely for the purpose of the Court's in camera review and for no other purpose.

Dave Lathers, Senior Assistant City Attorney

Motion by Jurinsky, second by Marcano to approve item 19e.

Voting Aye: Mayor Coffman, Bergan, Coombs, Gardner, Jurinsky, Lawson, Marcano, Medina, Murillo, Sundberg, Zvonek

20. **REPORTS**

20.a. **Report by the Mayor**

None.

20.b. **Reports by the Council**

CM Lawson reported she and the mayor were at Aurora Scholars and gave out medals to the students. She congratulated all the scholars at the event. She announced that the city submitted two projects to be considered for Congressionally Directed Spending. The Senate is submitting proposals to the Appropriations Committee this week and they plan to mark up their bill in late June. The House, on the other hand, plans to mark up its bill in early July. Representative Crow submitted both projects to the Appropriations Committee. Rep. Crow visited the SDBC last week for a tour and discussion of the partnership for an apprentice program throughout the city. CM Lawson reported that the legislative session ends on May 11th and there are still bills working their way through the process.

CM Zvonek announced they held the At-Large Town Hall with a presentation on the budget process. He reported that the Public Safety Committee will be receiving an update on the transcription backlog and will be reviewing metrics to measure progress toward the Aurora Action Plan. In the following month, the Public Safety Committee will explore ways to make Aurora the most punitive city to steal cars. He encouraged everyone to attend the Public Safety Committee meeting on May 12th and the one the following month.

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CM Jurinsky reported that at 1:58 AM, District 1 and 2 police officers responded to reports of an armed woman threatening to jump off the overpass. She thanked the officers that professionally handled the situation. CM Jurinsky stressed that she does not own a business in Denver.

CM Murillo thanked the students from Aurora Central School who came to speak in front of Council. She mentioned that the students did a research project on issues they cared about and surveyed their families, community members, teachers, and administrators. She announced that her next town hall will be on May 26th from 6:00 PM to 7:30 PM at the MLK Library with a discussion on the budget.

CM Sundberg announced that his next town hall will be on May 19th from 6:30 PM at the Central Recreation Center with a panel discussion on the pros and cons of Metro Districts. He reported that there is also an issue of eliminating phosphorus from waters and that the Parks and Recreation Department does not use phosphorus. CM Sundberg stated that last December, he blurted out a story about a prank he pulled on a friend. He realized that this is an inappropriate thing to say and said he genuinely cares about other people and how he treats them. He announced he will be having a meeting with staff to apologize and discuss this matter and move on with more important city business.

CM Medina announced he had his town hall last Wednesday with Greg Hays presenting on the budget and answering good questions from community members.

CM Marcano announced the next Ward IV meeting will be at Millie's Café to discuss permanent supportive housing. In attendance will be Wanda Harrison, the Director of Resident Services at Providence at the Heights, and Pastor Scott Boyer. The meeting will be in-person and he will do his best to provide live streaming through Facebook live. He urged residents and the council members to attend.

CM Coombs mentioned her next Ward V town hall will be on May 17th to discuss the budget. Her quarterly Saturday town hall is set for May 21st at the Mission Viejo Library at 10:00 AM. There will be a presentation about historic preservation and a discussion of the Mission Viejo historic designation from the Commission. She shared that she attended the AAPI: Asian American and Pacific Islander Festival put on by the students from Smoky Hill High School. She thanked the Office of Immigrant and International Affairs for supporting the event. She added that she attended the graduation for CCA with Mayor Coffman and CM Marcano where there was a record number of concurrent enrollment students graduating.

Mayor Pro Tem Bergan stated she had meetings on the E-470 Roadway Committee, the AEDC Executive Board, the ARTA meeting, and the Mile High Flood District meeting. She toured the Springs Rescue Mission last Thursday to learn about how they serve the homeless population. Mayor Pro Tem Bergan gave welcome remarks at the Sister Cities Winter Celebration with food from other counties and a silent auction. She announced her next town hall will be on May 18th from 6:00 PM to 8:00 PM with a presentation from Visit Aurora and Captain Moody. APD will discuss statistics and current strategies employed to fight crime.

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21. **ADJOURNMENT**

Mayor Coffman adjourned the regular meeting of City Council.

MIKE COFFMAN, MAYOR

ATTEST:

KADEE RODRIGUEZ, CITY CLERK

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

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STATE OF COLORADO AMENDMENT

Amendment #: 1 **Project #: AQC M055-045 (21910)**

SIGNATURE AND COVER PAGE

State Agency Department of Transportation		**Amendment Routing Number** 18-HA1-ZH-00161-M0005
Local Agency CITY OF AURORA		**Original Agreement Routing Number** 17-HA1-ZH-00161
Agreement Maximum Amount	$10,633,750.00	**Agreement Performance Beginning Date** The later of the effective date or August 11, 2017
		Initial Agreement expiration date March 09, 2025

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.

STATE OF COLORADO
Jared S. Polis, Governor
Department of Transportation
Shoshana M. Lew, Executive Director

DocuSigned by: Steve Harelson AB4C0B01042B42E...
Stephen Harelson, P.E., Chief Engineer

Date: 4/4/2022

LOCAL AGENCY
CITY OF AURORA

DocuSigned by: Michael Coffman 6BED1A94972549D...
Signature

Michael Coffman
By: Mike Coffman, Mayor

Date: 4/1/2022

LOCAL AGENCY
Additional Signatures

Attest: DocuSigned by: Kadee Rodriguez 00BFFB2D180A492...
Kadee Rodriguez, City Clerk

Date: 4/4/2022

Approved as to Form: DocuSigned by: Michelle Gardner CC49FD03C0C749A...
Michelle Gardner, Sr. Assistant City Attorney

Date: 3/30/2022

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

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: DocuSigned by: Yon Copeland BDA801C5CFAC478...
Department of Transportation

Effective Date: 4/5/2022

DocuSign Envelope ID: 24CAEF71-C5C8-45EA-A254-BF6EB8C53B65

1) PARTIES

This Amendment (the "Amendment") to the Original Agreement shown on the Signature and Cover Page for this Amendment (the "Agreement") is entered into by and between the Local Agency and the State.

2) TERMINOLOGY

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

3) EFFECTIVE DATE AND ENFORCEABILITY

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 the Local Agency for any Work performed or expense incurred under this Amendment either before or after the Amendment term shown in **§3.B** of this Amendment

B. Amendment Term

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

4) PURPOSE

The parties entered into a contract August 11, 2017, for the Westerly Creek Tollgate Creek Bike Pedestrian Bridge Project. Now the parties agree to amend the original contract to extend the terms by updating "Section 3, Term" to include a contract expiration date and update the Scope of Work.

5) MODIFICATIONS

1.) Update Section 3 of the original contract to include a contract expiration date of March 9, 2025.
2.) Update the Scope of Work.
3.) Replace Exhibit A in its entirety with a new Exhibit A-1.

6) LIMITS OF EFFECT

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

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EXHIBIT A-1
SCOPE OF WORK

Name of Project: Westerly Creek to Toll Gate Creek Bike/Ped Connector
Project Number: Project AQC M055-045
SubAccount #: 21910

This project provides a bike/pedestrian inter-connector between Westerly Creek trail and Toll Gate Creek trail and a connection to the Florida LRT Station. The project includes two major segments: A. East of the Florida Station: 1) Reconfigure the existing street section to include an 11-foot, barrier separated bi-directional cycle track along Florida Ave between the Florida LRT Station to Chambers Road (approximately 5,000 feet). This cycle track will be separated from the travel lanes by candle stick delineators and refuge will be provided for the cyclists with bulb-outs constructed at the intersections. 2) East of Chambers Road, the cycle track will transition to sharrows placed on residential streets via Helena Circle ending the on-street bike travel way at Idalia Court. 3) From there, a 12-foot wide concrete path will be constructed through the Toll Gate Creek open space along west bank of Toll Gate Creek southward to Mexico Avenue. 4) The existing Mexico Avenue overpass over Toll Gate Creek will be upgraded to include a 12' concrete pass, and therefore, entirely eliminating the Toll Gate Creek barrier, and connect to the existing Toll Gate Creek regional trail/Mexico Avenue crossing (pedestrian/cyclist activated signal). 5) The project will also include the replacement of undersized sidewalks with 6 foot sidewalks, 6) Preservation of on-street parking along the south side of the street from Abilene to Chambers, B. West of the Florida Station, the project will include the following improvements: 1) construct 12' multi-use bidirectional bike/pedestrian path between the Florida Station west landing and Potomac Street; 2) consolidation of two existing crossing to one controlled crossing of Potomac Street at the west end of the bike/pedestrian path via a new HAWK signal (aligned with the new Florida Station pedestrian bridge); 3) construct a new elevated 12' wide two-way cycle track on the west side of Potomac Street between the HAWK signal crossing point and Jewell Wetlands (northeast corner) and between west end of Jewell Wetlands and Tucson Street; 4) Install on-street bicycle lanes between the pedestrian crossing and Louisiana Avenue with installation of signage at the emergency and employee parking lot accesses to maximize safety and operator expectations. 5) Install Way finding signage throughout the project limits. 6) The existing four lane street with no turn pockets will be converted to one lane in each direction with a two way left turn lane (TWLTL) in the center. 7) This project will also include traffic signal improvements, installation of pedestrian-scale ADA/AASHTO compliant lighting. 7) the provision of a Florida LRT Station 3-car kiss-n-ride area on both the north and south side of the street east of the Abilene intersection, 8) and a diagonal bike/pedestrian crossing at Florida Ave and Abilene Street.

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This project provides a bike/pedestrian inter-connector between Westerly Creek trail and Toll Gate Creek trail and a connection to the Florida LRT Station. The first segment of the project is located east of the Florida Station. The proposed improvements include: 1) 11-foot, barrier separated bi-directional cycle track along Florida Ave between the Florida LRT Station to Chambers Road (approximately 5,000 feet). 2) Bulb-outs constructed at the intersections to serve as refuges for the riders. 3) Sharrows from Helena Circle to Idalia Court. 4) 12-foot concrete path through the Toll Gate Creek open space to Mexico Ave mid-block crossing. 5) Replacement of undersized sidewalks with 6-foot wide walks. 6) On street parking on the south side of Florida from Abilene to Chambers. 7) A kiss-n-ride on the north and south side of the street at Florida Station. 8) A diagonal bike/ped crossing at the intersection of Abilene and Florida. The second segment of the project is located west of the Florida Station. The proposed improvements include: 1) 12-foot multi use path between the station landing on the west side of I-225 and Potomac Street. 2) A controlled mid-block crossing on Potomac Street via a HAWK signal, aligned with the above mentioned path, consolidating two existing crossings. 3) 12-foot elevated cycle track on the west side of Potomac St from the mid-block crossing south to the Jewel Wetlands. 4) Signage for the cycle track to maximize safety at the hospital access points. 5) On street bike lanes, between the mid-block crossing, north to Louisiana Ave. 6) Wayfinding signage 7) Potomac Street lane reduction from lanes to 2 with two way left turn lane.

Project will also include a landscape establishment period.

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STATE OF COLORADO AMENDMENT

Amendment #: 2 **Project #: AQC M055-045 (21910)**

SIGNATURE AND COVER PAGE

State Agency Department of Transportation		**Amendment Routing Number** 18-HA1-ZH-00161-M0008
Local Agency CITY OF AURORA		**Original Agreement Routing Number** 17-HA1-ZH-00161
Agreement Maximum Amount	$9,298,425.00	**Agreement Performance Beginning Date** August 11, 2017
		Agreement expiration date The later of the Amendment Effective Date or March 09, 2025

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.

STATE OF COLORADO
Jared S. Polis, Governor
Department of Transportation
Shoshana M. Lew, Executive Director

_____
Keith Stefanik, P.E., Chief Engineer

Date: _____

LOCAL AGENCY
CITY OF AURORA

By:_____
*Signature

Name:_____
(Print Name)

Title:_____
(Print Title)

Date:_____

SECOND LOCAL AGENCY SIGNATURE, IF NEEDED
CITY OF AURORA

By:_____
*Signature

Name:_____
(Print Name)

Title:_____
(Print Title)

Date:_____

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

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By:_____
Department of Transportation

Amendment Effective Date:_____

1) PARTIES

This Amendment (the "Amendment") to the Original Agreement shown on the Signature and Cover Page for this Amendment (the "Agreement") is entered into by and between the Local Agency and the State.

2) TERMINOLOGY

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

3) EFFECTIVE DATE AND ENFORCEABILITY

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 the Local Agency for any Work performed or expense incurred under this Amendment either before or after the Amendment term shown in **§3.B** of this Amendment

B. Amendment Term

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

4) PURPOSE

The parties entered into the Agreement to fund the Westerly Creek Tollgate Creek Bike Pedestrian Bridge Project. Now the parties wish to terminate the Agreement.

5) MODIFICATIONS

a) The Agreement was executed on August 11, 2017 to fund the above purpose. The parties now request to terminate the Agreement. Pursuant to the request, the Agreement is now terminated.
b) Decrease Agreement Maximum Amount from $10,633,7500.00 to $9,298,425.00 reflecting actual costs spent on the project.
c) Exhibit C-1 is replaced by the attached Exhibit C-2. Any reference in the Agreement to a previous Exhibit C shall be a reference to Exhibit C-2.

6) LIMITS OF EFFECT

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

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EXHIBIT C-2 - FUNDING PROVISIONS

City of Aurora - AQC M055-045 (21910)

A. Cost of Work Estimate

The Local Agency has estimated the total cost of the Work to be $9,298,425.00, which is to be funded as follows:

1.	**FUNDING**		
	a. State Funds (80% of RMS Award)		$7,438,740.00
	b. Local Agency Funds (20% of RMS Award)		$1,859,685.00
	TOTAL FUNDS ALL SOURCES		**$9,298,425.00**
2.	**ESTIMATED PAYMENT TO LOCAL AGENCY**		
	a. State Funds Budgeted		$7,438,740.00
	b. Less Estimated State Share of CDOT-Incurred Costs		$0.00
	TOTAL ESTIMATED PAYMENT TO LOCAL AGENCY	**80%**	**$7,438,740.00**
	TOTAL ESTIMATED FUNDING BY LOCAL AGENCY	**20%**	**$1,859,685.00**
	TOTAL PROJECT ESTIMATED FUNDING	**100.00%**	**$9,298,425.00**
3.	**FOR CDOT ENCUMBRANCE PURPOSES**		
	a. Total Encumbrance Amount (Only State funds are encumbered)		$7,438,740.00
	b. Less ROW Acquisition 3111 and/or ROW Relocation 3109		$0.00
	NET TO BE ENCUMBERED BY CDOT IS AS FOLLOWS		**$7,438,740.00**

WBS Element 21910.10.30	Performance Period Start*/End Date N/A	Design	3020	$1,591,167.00
WBS Element 21910.20.10	Performance Period Start*/End Date N/A	Const.	3301	$7,707,258.00

*The Local Agency should not begin work until both of the following are in place: 1) the execution of the document encumbering funds for the respective phase; and 2) Local Agency receipt of the official Notice to Proceed. Any work performed before these two (2) milestones are achieved will not be reimbursable.

B. Funding Ratios

The funding ratio for the State funds for this Work is **80%** State funds to **20%** Local Agency funds, and this ratio applies only to the **$9,298,425.00** that is eligible for State funding. All other costs are borne by the Local Agency at **100%**. If the total cost of performance of the Work exceeds **$9,298,425.00**, and additional State funds are not available, the Local Agency shall pay all such excess costs. If the total cost of performance of the Work is less than **$9,298,425.00**, then the amounts of Local Agency and State funds will be decreased in accordance with the funding ratio described in **A1**. **This applies to the entire scope of Work.**

C. Maximum Amount Payable

The maximum amount payable to the Local Agency under this Agreement shall be **$7,438,740.00**. For CDOT accounting purposes, the State funds of **$7,438,740.00** will be encumbered, but the Local Agency funds of **$1,859,685.00** will NOT be encumbered. The total budget of this project is **$9,298,425.00**, unless this amount is increased by an executed amendment before any increased cost is incurred. The total cost of the Work is the best estimate available, based on the design data as approved at the time of execution of this Agreement, and any cost is subject to revisions agreed to by the parties prior to bid and award. The maximum amount payable will be reduced without amendment when the actual amount of the Local Agency's awarded Agreement is less than the budgeted total of the State funds and the Local Agency funds. The maximum amount payable will be reduced through the execution of an Option Letter as described in Section 6 of this contract. **This applies to the entire scope of Work.**

RESOLUTION NO. R2025-____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING THE SECOND AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF AURORA AND THE STATE OF COLORADO DEPARTMENT OF TRANSPORTATION (CDOT) REGARDING THE WESTERLY CREEK TRAIL TO TOLL GATE CREEK TRAIL CONNECTOR (BICYCLE/PEDESTRIAN CONNECTIONS INCLUDING THE R/H-LINE FLORIDA STATION)

WHEREAS, the City of Aurora, Colorado (the "City"), and the State of Colorado Department of Transportation ("CDOT"), collectively "the Parties", as government agencies, are authorized by the provisions of Colo. Const., art. XIV, § 18(2)(a) and C.R.S. §§ 29-1-201, et seq., to contract with one another to provide any function, service or facility lawfully authorized to each; and

WHEREAS, the City and CDOT have been coordinating a project regarding the Westerly Creek Trail to Toll Gate Creek Trail Connector, with bicycle/pedestrian connections including the R/H-Line Florida Station (the "Project"); and

WHEREAS, DRCOG approved TIP funding for the Project as part of the 2016-2019 cycle; and

WHEREAS, the total Project costs were to be funded according to the terms of the intergovernmental agreement executed August 11, 2017 between the City and CDOT ("IGA"); and

WHEREAS, the IGA for the Project was approved by the Aurora City Council through Resolution No. 2017-39; and

WHEREAS, the First Amendment to IGA was approved by Aurora City Council on May 5, 2022, and extended the IGA's performance term to add a landscape establishment period, extended the eligibility for federal reimbursements eligible to the City, and further allowed for removal of the bike racks from the scope of work in the IGA; and

WHEREAS, the Project achieved final completion in May of 2024, and a change to the final closeout amount of funding, as reflected in the Second Amendment to IGA, shows the original overall contract amount of $10,551,750 has changed to $9,298,425; and

WHEREAS, these changes to reflect the final funding amount are necessary for closeout of the Project since the construction bid price came in under the estimate and final reimbursement and Project totals in the IGA need to match the actual money spent on the Project for CDOT closeout; and

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

WHEREAS, the City Council of the City of Aurora finds and determines that it is in the best interests of the City and its citizens to authorize the execution of this Second Amendment to IGA between the City and CDOT for the Westerly Creek Trail to Toll Gate Creek Trail Connector.

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

Section 1. The Second Amendment to IGA between the City and CDOT for the Westerly Creek Trail to Toll Gate Creek Trail Connector is hereby approved.

Section 2. The Mayor and City Clerk are hereby authorized to execute and deliver the Second Amendment to IGA between the City and CDOT for the Westerly Creek Trail to Toll Gate Creek Trail Connector, in substantially the form presented at this meeting, with such technical additions, deletions, and variations as the City Attorney may deem necessary or appropriate and not inconsistent with this Resolution.

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

Section 4. Motion to approve shall include a waiver of reconsideration.

RESOLVED AND PASSED this _____ day of _____, 2025.

_____
MIKE COFFMAN, Mayor

ATTEST:

_____
KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

PETER A. SCHULTE, CITY ATTORNEY

RLA
Michelle Gardner
MICHELLE GARDNER, Sr. Assistant City Attorney

CITY OF AURORA
Council Agenda Commentary

Item Title: Intergovernmental Agreement (IGA) with Colorado Department of Transportation (CDOT) for Box Elder Creek Roadway Erosion and Flood Protection Project (Resolution)
Item Initiator: Megan Cox, Project Coordinator
Staff Source/Legal Source: Cathy Valencia, Project Delivery Services Manager, Public Works / Michelle Gardner, Senior Assistant City Attorney
Outside Speaker: N/A
Council Goal: 2012: 3.0--Ensure excellent infrastructure that is well maintained and operated.

COUNCIL MEETING DATES:

Study Session: N/A

Regular Meeting: 1/27/2025

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

Item requires a Public Hearing: ☐ Yes ☒ No

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

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

A waiver of reconsideration is requested due to a time-sensitive legal requirement. This IGA with CDOT must be executed in order to be reimbursed for project costs. Staff would like to execute the IGA as quickly as possible due to the changing of administration on January 20th as this is a federal grant.
Sponsor: Councilmember Stephanie Hancock
Cathleen Valencia, Project Delivery Services Manager, Public Works / Michelle Gardner, Senior Assistant City Attorney

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

☐ Approve Item and Move Forward to Study Session

☐ Approve Item as Proposed at Study Session

☐ Approve Item and Move Forward to Regular Meeting

☒ Approve Item as Proposed at Regular Meeting

☐ Information Only

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

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Transportation, Airports & Public Works

Policy Committee Date: 1/23/2025

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

☐ Recommends Approval

☐ Does Not Recommend Approval

☒ Forwarded Without Recommendation

☒ Minutes Not Available

☐ Minutes Attached

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

The PROTECT grant was discussed at the July 27, 2023 TAPS meeting. CM Marcano, CM Medina, and CM Lawson unanimously supported applying for the grant. Meeting minutes attached.

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

The City of Aurora applied for a Resilience Improvement Grant in August of 2023 to seek funding to reconstruct the now closed, flood-damaged 56th Avenue and Hudson Road within the vicinity of Box Elder Creek.

The project was awarded $10.8M in PROTECT grant funding. The funding breakdown is shown in the table below.

Source	Cost	Percentage
PROTECT Eligible Costs		
COA Local Match	$3,500,000	24.5%
PROTECT Grant	$10,800,000	75.5%
Total PROTECT Project Cost	$14,300,000	100.0%
Non-Resilience Costs		
COA Maintenance Funds	$3,610,000	
Total Project Cost	$17,910,000	
Congressionally Directed Spending	$850,000	

The PROTECT grant is a federal grant through USDOT that will be administered by CDOT. The project IGA will be executed with CDOT. There is also an agreement with FHWA that does not need to be executed but is included in this packet for information purposes only.

The project goals are to reconstruct the now closed, flood damaged roads. Upgrades will include bank and channel stabilization, vegetation to increase water retention and roadway protection.

Design is ongoing and will continue through spring 2026. Construction is planned for summer 2026 through spring 2027.

FISCAL IMPACT

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

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

REVENUE IMPACT

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

N/A

BUDGETED EXPENDITURE IMPACT

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

The City will be providing $3.5M in local match for this project from previously set aside grant match in addition to $3.61M in non-resilience funds in Org 49712.

NON-BUDGETED EXPENDITURE IMPACT

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

N/A

WORKLOAD IMPACT

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

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

QUESTIONS FOR COUNCIL

Does City Council support the Resolution and the Intergovernmental Agreement between CDOT and City of Aurora for the Box Elder Roadway Erosion and Flood Protection Project with a waiver of reconsideration?

LEGAL COMMENTS

Governments may cooperate or contract with one another to provide any function, service, or facility lawfully authorized to each of the cooperating or contracting units only if such cooperation or contracts are authorized by each party thereto with the approval of its legislative body or other authority having the power to so approve. (Colo. Rev. Stat. Section 29-1-203(1)). City Council may, by resolution, enter into intergovernmental agreements with other governmental units or special districts for the joint use of buildings, equipment or facilities, and for furnishing or receiving commodities or services. (City Charter Section 10-12). (M. Gardner)

Motion to approve shall include a waiver of reconsideration.

Study Session
January 27, 2025

IGA between CDOT and the City of Aurora for the Box Elder Creek Roadway Erosion and Flood Protection Project

Cathleen Valencia, Transportation Project Delivery Manager, Public Works

Box Elder Creek Roadway Erosion and Flood Protection

Project Limits:

- 56th Avenue and Hudson Road at Box Elder Creek crossings

Scope:

- Reconstruct the now closed, flood-damaged roads
- Upgrades to reduce flood risks
  - Bank and channel stabilization
  - Vegetation to increase water retention
  - Roadway protection

Schedule:

- Design – Fall 2024 through Spring 2026
- Construction – Summer 2026 through Spring 2027







CDOT and City of Aurora Intergovernmental Agreement

- Federal grant funding through USDOT Resilience Improvement Grant in the Promoting Resilient Operations for Transformative, Efficient, and Cost-Saving Transportation (PROTECT) Grant Program
- Grant is administered through the Colorado Department of Transportation (CDOT)
- Funding Sources

Source	Cost	Percentage
PROTECT Eligible Costs		
COA Local Match	$3,500,000	24.5%
PROTECT Grant	$10,800,000	75.5%
Total PROTECT Project Cost	$14,300,000	100.0%
Non-Resilience Costs		
COA Maintenance Funds	$3,610,000	
Total Project Cost	$17,910,000	
Congressionally Directed Spending	$850,000	



- CDS funds can be used as overmatch
- Project also includes an agreement with Federal Highway Administration (FHWA) that does not need to be executed

Does Council approve the Resolution and Intergovernmental Agreement between CDOT and City of Aurora?

Questions and Discussion

STATE OF COLORADO INTERGOVERNMENTAL AGREEMENT
Signature and Cover Page

State Agency Department of Transportation			**Agreement Routing Number** 25-HA1-XC-00161
Local Agency CITY OF AURORA			**Agreement Effective Date** The later of the effective date or October 16, 2024
Agreement Description Box Elder Creek- E 56th Ave and Hudson Road			**Agreement Expiration Date** October 15, 2034
Project # M055-073 (26394)	**Region #** R1	**Contract Writer** DM	**Agreement Maximum Amount** $14,300,000.00

THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT

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

LOCAL AGENCY CITY OF AURORA _____ Signature _____ By: (Print Name and Title) Date: _____	**STATE OF COLORADO** Jared S. Polis, Governor Department of Transportation Shoshana M. Lew, Executive Director _____ Keith Stefanik, P.E., Chief Engineer Date: _____
2nd State or Local Agency Signature if Needed _____ Signature _____ By: (Print Name and Title) Date: _____	**LEGAL REVIEW** Philip J. Weiser, Attorney General _____ Assistant Attorney General _____ By: (Print Name and Title) Date: _____

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

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: _____
Department of Transportation

Effective Date: _____

TABLE OF CONTENTS

1. PARTIES....2
2. TERM AND EFFECTIVE DATE....2
3. AUTHORITY....3
4. PURPOSE....4
5. DEFINITIONS....4
6. SCOPE OF WORK AND ADVANCE CONSTRUCTION EXCEPTION APPROVAL....7
7. PAYMENTS....11
8. REPORTING - NOTIFICATION....15
9. LOCAL AGENCY RECORDS....16
10. CONFIDENTIAL INFORMATION-STATE RECORDS....17
11. CONFLICTS OF INTEREST....18
12. INSURANCE....18
13. BREACH....20
14. REMEDIES....21
15. DISPUTE RESOLUTION....22
16. NOTICES AND REPRESENTATIVES....23
17. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION....23
18. GOVERNMENTAL IMMUNITY....24
19. STATEWIDE CONTRACT MANAGEMENT SYSTEM....24
20. GENERAL PROVISIONS....25
21. COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3)....27
22. FEDERAL REQUIREMENTS....29
23. DISADVANTAGED BUSINESS ENTERPRISE (DBE)....29

EXHIBIT A, SCOPE OF WORK & ADVANCE CONSTRUCTION EXCEPTION APPROVAL
EXHIBIT B, SAMPLE OPTION LETTER
EXHIBIT C, FUNDING PROVISIONS (Budget)
EXHIBIT D, LOCAL AGENCY RESOLUTION
EXHIBIT E, LOCAL AGENCY AGREEMENT ADMINISTRATION CHECKLIST
EXHIBIT F, CERTIFICATION FOR FEDERAL-AID AGREEMENTS
EXHIBIT G, DISADVANTAGED BUSINESS ENTERPRISE
EXHIBIT H, LOCAL AGENCY PROCEDURES FOR CONSULTANT SERVICES
EXHIBIT I, FEDERAL-AID AGREEMENT PROVISIONS FOR CONSTRUCTION AGREEMENTS
EXHIBIT J, ADDITIONAL FEDERAL REQUIREMENTS
EXHIBIT K, FFATA SUPPLEMENTAL FEDERAL PROVISIONS
EXHIBIT L, SAMPLE SUBRECIPIENT MONITORING AND RISK ASSESSMENT FORM
EXHIBIT M, OMB UNIFORM GUIDANCE FOR FEDERAL AWARDS
EXHIBIT N, FEDERAL TREASURY PROVISIONS
EXHIBIT O, AGREEMENT WITH SUBRECIPIENT OF FEDERAL RECOVERY FUNDS
EXHIBIT P, SLFRF SUBRECIPIENT QUARTERLY REPORT
EXHIBIT Q, SLFRF REPORTING MODIFICATION FORM
EXHIBIT R, APPLICABLE FEDERAL AWARDS
EXHIBIT S, PII CERTIFICATION
EXHIBIT T, CHECKLIST OF REQUIRED EXHIBITS DEPENDENT ON FUNDING SOURCE

1. PARTIES

This Agreement is entered into by and between Local Agency named on the Signature and Cover Page for this Agreement ("Local Agency"), and the STATE OF COLORADO acting by and through the State agency named on the Signature and Cover Page for this Agreement (the "State" or "CDOT"). Local Agency and the State agree to the terms and conditions in this Agreement.

2. TERM AND EFFECTIVE DATE

A. Effective Date

This Agreement shall not be valid or enforceable until the Effective Date, and Agreement Funds shall be expended within the dates shown in **Exhibit C** for each respective phase ("Phase Performance Period(s)"). The State shall not be bound by any provision of this Agreement before the Effective Date, and shall have no obligation to pay Local Agency for any Work performed or expense incurred before 1) the Effective Date of this original Agreement; except as as described in **§7.D**; 2) before the encumbering document for the respective phase *and* the official Notice to Proceed for the respective phase; or 3) after the Final Phase Performance End Date, as shown in **Exhibit C**. Additionally, the State shall have no obligation to pay Local Agency for any Work performed or expense incurred after the Agreement Expiration Date or after required billing deadline specified in **§7.B.i.e**., or the expiration of "Special Funding" if applicable, whichever is sooner. The State's obligation to pay Agreement Funds exclusive of Special Funding will continue until the Agreement Expiration Date. If Agreement Funds expire before the Agreement Expiration Date, then no payments will be made after expiration of Agreement Funds. The attached Exhibit A contains the FHWA Advance Construction Exception Approval for the Work.

B. Initial Term and Extension

The Parties' respective performances under this Agreement shall commence on the Agreement Effective Date shown on the Signature and Cover Page for this Agreement and shall terminate on October 15, 2034 as shown on the Signature and Cover Page for this Agreement, unless sooner terminated or further extended in accordance with the terms of this Agreement. Upon request of Local Agency, the State may, in its sole discretion, extend the term of this Agreement by Option Letter pursuant **§7.E.iv**. If the Work will be performed in multiple phases, the period of performance start and end date of each phase is detailed under the Project Schedule in **Exhibit C**.

C. Early Termination in the Public Interest

The State is entering into this Agreement to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Agreement ceases to further the public interest of the State, and this Award is not appropriated, or otherwise become unavailable to fund this Award the State, in its discretion, may terminate this Agreement in whole or in part. This subsection shall not apply to a termination of this Agreement by the State for breach by Local Agency, which shall be governed by **§14.A.i.**

i. Method and Content

The State shall notify Local Agency by providing written notice to Local Agency of the termination and be in accordance with **§16.** The notice shall specify the effective date of the termination and whether it affects all or a portion of this Agreement.

ii. Obligations and Rights

Upon receipt of a termination notice for termination in the public interest, Local Agency shall be subject to **§14.A.i.a**

iii. Payments

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

D. Local Agency Termination Under Federal Requirements

Local Agency may request termination of the ARPA Award, if applicable, by sending notice to the State, which includes the effective date of the termination. If this ARPA Award is terminated in this manner, then Local Agency shall return any advanced payments made for work that will not be performed prior to the effective date of the termination.

3. AUTHORITY

Authority to enter into this Agreement exists in the law as follows:

A. Federal Authority

Pursuant to Title I, Subtitle A, of the "Fixing America's Surface Transportation Act" (FAST Act) of 2015, and to applicable provisions of Title 23 of the United States Code and implementing regulations at Title 23 of the Code of Federal Regulations, as may be amended, (collectively referred to hereinafter as the "Federal Provisions"), certain federal funds have been and are expected to continue to be allocated for transportation projects requested by Local Agency and eligible under the Surface Transportation Improvement Program that has been proposed by the State and approved by the Federal Highway Administration ("FHWA").

If applicable, pursuant to Title VI of the Social Security Act, Section 602 of the "Coronavirus State and Local Fiscal Recovery Funds", a part of the American Rescue Plan, provides state, local and Tribal governments with the resources needed to respond to the pandemic and its economic effects and to build a stronger, more equitable economy during the recovery.

B. State Authority

Pursuant to CRS §43-1-223 and to applicable portions of the Federal Provisions, the State is responsible for the general administration and supervision of performance of projects in the Program, including the administration of federal funds for a Program project performed by a Local Agency under a contract with the State. This Agreement is executed under the authority of CRS §§29-1-203, 43-1-110; 43-1-116, 43-2-101(4)(c) and 43-2-104.5.

4. PURPOSE

The purpose of this Agreement is to disburse Federal funds to the Local Agency pursuant to CDOT's Stewardship Agreement with the FHWA and/or USDT as shown in **Exhibit C**.

5. DEFINITIONS

The following terms shall be construed and interpreted as follows:

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

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

C. "**ARPA**" means American Rescue Plan Act, funded by the US Department of the Treasury ("USDT"). See "SLFRF" below.

D. "**Award**" means an award by a Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Award unless the terms and conditions of the Federal Award specifically indicate otherwise.

E. "**Budget**" means the budget for the Work described in **Exhibit C**.

F. "**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..

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

H. "**CJI**" means criminal justice information collected by criminal justice agencies needed for the performance of their authorized functions, including, without limitation, all information defined as criminal justice information by the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy, as amended and all Criminal Justice Records as defined under §24-72-302, C.R.S.

I. "**Consultant**" means a professional engineer or designer hired by Local Agency to design the Work Product.

J. "**Contractor**" means the general construction contractor hired by Local Agency to construct the Work.

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

L. "**Effective Date**" means the date on which this Agreement is approved and signed by the Colorado State Controller or designee, as shown on the Signature and Cover Page for this Agreement.

M. "**Evaluation**" means the process of examining Local Agency's Work and rating it based on criteria established in **§6, Exhibit A** and **Exhibit E**.

N. "**Exhibits**" means the following exhibits attached to this Agreement:

i. **Exhibit A**, Scope of Work & Advance Construction Exception Approval.
ii. **Exhibit B**, Sample Option Letter.
iii. **Exhibit C**, Funding Provisions
iv. **Exhibit D**, Local Agency Resolution
v. **Exhibit E**, Local Agency Contract Administration Checklist
vi. **Exhibit F**, Certification for Federal-Aid Contracts
vii. **Exhibit G**, Disadvantaged Business Enterprise
viii. **Exhibit H**, Local Agency Procedures for Consultant Services
ix. **Exhibit I**, Federal-Aid Contract Provisions for Construction Contracts
x. **Exhibit J**, Additional Federal Requirements
xi. **Exhibit K**, The Federal Funding Accountability and Transparency Act of 2006 (FFATA) Supplemental Federal Provisions
xii. **Exhibit L**, Sample Sub-Recipient Monitoring and Risk Assessment Form
xiii. **Exhibit M**, Supplemental Provisions for Federal Awards Subject to The Office of Management and Budget Uniform Administrative Requirements, Cost principles, and Audit Requirements for Federal Awards (the "Uniform Guidance")
xiv. **Exhibit N**, Federal Treasury Provisions
xv. **Exhibit O**, Agreement with Subrecipient of Federal Recovery Funds
xvi. **Exhibit P**, SLFRF Subrecipient Quarterly Report
xvii. **Exhibit Q**, SLFRF Reporting Modification Form
xviii. **Exhibit R**, Applicable Federal Awards
xix. **Exhibit S**, PII Certification
xx. **Exhibit T**, Checklist of Required Exhibits Dependent on Funding Source

O. "**Expiration Date**" means the date on which this Agreement expires, as shown on the Signature and Cover Page for this Agreement.

P. "**Extension Term**" means the period of time by which the ARPA Expiration Date is extended by the State through delivery of an updated ARPA Letter, if applicable.

Q. "**Federal Award**" means an award of Federal financial assistance or a cost-reimbursement contract under the Federal Acquisition Requirements by a Federal Awarding Agency to a Recipient. "Federal Award" also means an agreement setting forth the terms and conditions of the Federal Award. The term does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program.

R. "**Federal Awarding Agency**" means a Federal agency providing a Federal Award to a Recipient. The US Department of the Treasury is the Federal Awarding Agency for the Federal Award, which may be the subject of this Agreement.

S. "**FHWA**" means the Federal Highway Administration, which is one of the twelve administrations under the Office of the Secretary of Transportation at the U.S. Department of Transportation. FHWA provides stewardship over the construction, maintenance and preservation of the Nation's highways and tunnels. FHWA is the Federal Awarding Agency for the Federal Award which is the subject of this Agreement.

T. "**Goods**" means any movable material acquired, produced, or delivered by Local Agency as set forth in this Agreement and shall include any movable material acquired, produced, or delivered by Local Agency in connection with the Services.

U. "**Incident**" means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access or disclosure of State Confidential Information or of the unauthorized modification, disruption, or destruction of any State Records.

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

W. "**Local Funds**" means the funds provided by the Local Agency as their obligated contribution to the federal and/or State Awards to receive the federal and/or State funding.

X. "**Notice to Proceed**" means the letter issued by the State to the Local Agency stating the date the Local Agency can begin work subject to the conditions of this Agreement.

Y. "**OMB**" means the Executive Office of the President, Office of Management and Budget.

Z. "**Oversight**" means the term as it is defined in the Stewardship Agreement between CDOT and the FHWA.

AA. "**Party**" means the State or Local Agency, and "**Parties**" means both the State and Local Agency.

BB. "**PCI**" means payment card information including any data related to credit card holders' names, credit card numbers, or the other credit card information as may be protected by state or federal law.

CC. "**PHI**" means any protected health information, including, without limitation any information whether oral or recorded in any form or medium: **(i)** that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and **(ii)** that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI includes, but is not limited to, any information defined as Individually Identifiable Health Information by the federal Health Insurance Portability and Accountability Act.

DD. "**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 C.R.S. "PII" shall also mean "personal identifying information" as set forth at § 24-74-102, et. seq., C.R.S.

EE. "**Recipient**" means the Colorado Department of Transportation (CDOT) for this Federal Award.

FF. "**Services**" means the services to be performed by Local Agency as set forth in this Agreement and shall include any services to be rendered by Local Agency in connection with the Goods.

GG. "**SLFRF**" means State and Local Fiscal Recovery Funds, provided by ARPA, funded by the US Treasury Department.

HH. "**Special Funding**" means an award by Federal agency or the State which may include but is not limited to one or a combination of Multimodal Transportation & Mitigation Options Funding, Revitalizing Main Streets, Safer Main Streets, Stimulus Funds, Coronavirus Response and Relief Supplemental Funds, ARPA, SLFRF, or COVID Relief.

II. "**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.

JJ. "**State Fiscal Rules**" means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a).

KK. "**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.

LL. "**State Purchasing Director**" means the position described in the Colorado Procurement Code and its implementing regulations.

MM. "**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.

NN. "**Sub-Award**" means this Award by the State to Local Agency funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to this Sub-Award unless the terms and conditions of the Federal Award specifically indicate otherwise.

OO. "**Subcontractor**" means third parties, if any, engaged by Local Agency to aid in performance of the Work.

PP. "**Subrecipient**" means a non-Federal entity that receives a sub-award from a Recipient to carry out part of a Federal program but does not include an individual that is a beneficiary of such program. A Subrecipient may also be a recipient of other Federal Awards directly from a Federal Awarding Agency.

QQ. "**Tax Information**" means Federal and State of Colorado tax information including, without limitation, Federal and State tax returns, return information, and such other tax-related information as may be protected by Federal and State law and regulation. Tax Information includes but is not limited to all information defined as Federal tax Information in Internal Revenue Service Publication 1075.

RR. "**Uniform Guidance**" means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which supersedes requirements from OMB Circulars A-21, A-87, A-110, A-122, A-89, A-102, and A-133, and the guidance in Circular A-50 on Single Audit Act follow-up.

SS. "**USDT**" The United States Department of the Treasury (**USDT**) is the national treasury and finance department of the federal government of the United States where it serves as an executive department. The USDT funds ARPA.

TT. "**Work**" means the delivery of the Goods and performance of the Services in compliance with CDOT's Local Agency Manual described in this Agreement.

UU. "**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 Agreement that is defined in an Exhibit shall be construed and interpreted as defined in that Exhibit.

6. SCOPE OF WORK

Local Agency shall complete the Work as described in this Agreement and in accordance with the provisions of **Exhibit A**, and the Local Agency Manual. The State shall have no liability to compensate Local Agency for the delivery of any Goods or the performance of any Services that are not specifically set forth in this Agreement. Work may be divided into multiple phases that have separate periods of performance. The State may not compensate for Work that Local Agency performs outside of its designated phase performance period. The Local Agency can perform Work for design with funds listed in this Agreement prior to federal funds becoming available with approval from FHWA. The performance period of phases, including, but not limited to Design, Construction, Right of Way, Utilities, or Environment phases, are identified in **Exhibit C**. The State may unilaterally modify **Exhibit C** from time to time, at its sole discretion, to extend the Agreement Expiration Date and/or to extend the period of performance for a phase of Work authorized under this Agreement. To exercise these options to extend the Agreement Expiration Date and/or to update the phase performance period extension option, the State will provide written notice to Local Agency in a form substantially equivalent to **Exhibit B.** The State's unilateral extension of the Agreement Expiration Date and/or the phase performance periods will not amend or alter in any way the funding provisions or any other terms specified in this Agreement, notwithstanding the options listed under **§7.E**

A. Local Agency Commitments

i. Design

If the Work includes preliminary design, final design, design work sheets, or special provisions and estimates (collectively referred to as the "Plans"), Local Agency shall ensure that it and its Contractors comply with and are responsible for satisfying the following requirements:

a. Perform or provide the Plans to the extent required by the nature of the Work.

b. Prepare final design in accordance with the requirements of the latest edition of the American Association of State Highway Transportation Officials (AASHTO) manual or other standard, such as the Uniform Building Code, as approved by the State.

c. Prepare provisions and estimates in accordance with the most current version of the State's Roadway and Bridge Design Manuals and Standard Specifications for Road and Bridge Construction or Local Agency specifications if approved by the State.

d. Include details of any required detours in the Plans in order to prevent any interference of the construction Work and to protect the traveling public.

e. Stamp the Plans as produced by a Colorado registered professional engineer.

f. Provide final assembly of Plans and all other necessary documents.

g. Ensure the Plans are accurate and complete.

h. Make no further changes in the Plans following the award of the construction contract to Contractor unless agreed to in writing by the Parties. The Plans shall be considered final when approved in writing by CDOT, and when final, they will be deemed incorporated herein.

ii. Local Agency Work

a. Local Agency shall comply with the requirements of the Americans With Disabilities Act (ADA) 42 U.S.C. § 12101, et. seq., and applicable federal regulations and standards as contained in the document "ADA Accessibility Requirements in CDOT Transportation Projects".

b. Local Agency shall afford the State ample opportunity to review the Plans and shall make any changes in the Plans that are directed by the State to comply with FHWA requirements.

c. Local Agency may enter into a contract with a Consultant to perform all or any portion of the Plans and/or construction administration. Provided, however, if federal-aid funds are involved in the cost of such Work to be done by such Consultant, such Consultant contract (and the performance provision of the Plans under the contract) must comply with all applicable requirements of 23 C.F.R. Part 172 and with any procedures implementing those requirements as provided by the State, including those in **Exhibit H**. If Local Agency enters into a contract with a Consultant for the Work:

1) Local Agency shall submit a certification that procurement of any Consultant contract complies with the requirements of 23 C.F.R. 172.5(1) prior to entering into such Consultant contract, subject to the State's approval. If not approved by the State, Local Agency shall not enter into such Consultant contract.

2) Local Agency shall ensure that all changes in the Consultant contract have prior approval by the State and FHWA and that they are in writing. Immediately after the Consultant contract has been awarded, one copy of the executed Consultant contract and any amendments shall be submitted to the State.

3) Local Agency shall require that all billings under the Consultant contract comply with the State's standardized billing format. Examples of the billing formats are available from the CDOT Agreements Office.

4) Local Agency (and any Consultant) shall comply with 23 C.F.R. 172.5(b) and (d) and use the CDOT procedures described in **Exhibit H** to administer the Consultant contract.

5) Local Agency may expedite any CDOT approval of its procurement process and/or Consultant contract by submitting a letter to CDOT from Local Agency's attorney/authorized representative certifying compliance with **Exhibit H** and 23 C.F.R. 172.5(b)and (d).

6) Local Agency shall ensure that the Consultant contract complies with the requirements of 49 CFR 18.36(i) and contains the following language verbatim:

(a) The design work under this Agreement shall be compatible with the requirements of the contract between Local Agency and the State (which is incorporated herein by this reference) for the design/construction of the project. The State is an intended third-party beneficiary of this agreement for that purpose.

(b) Upon advertisement of the project work for construction, the consultant shall make available services as requested by the State to assist the State in the evaluation of construction and the resolution of construction problems that may arise during the construction of the project.

(c) The consultant shall review the construction Contractor's shop drawings for conformance with the contract documents and compliance with the provisions of the State's publication, Standard Specifications for Road and Bridge Construction, in connection with this work.

(d) The State, in its sole discretion, may review construction plans, special provisions and estimates and may require Local Agency to make such changes therein as the State determines necessary to comply with State and FHWA requirements.

iii. Construction

If the Work includes construction, Local Agency shall perform the construction in accordance with the approved design plans and/or administer the construction in accordance with **Exhibit E**. Such administration shall include Work inspection and testing; approving sources of materials; performing required plant and shop inspections; documentation of contract payments, testing and inspection activities; preparing and approving pay estimates; preparing, approving and securing the funding for contract modification orders and minor contract revisions; processing construction Contractor claims; construction supervision; and meeting the quality control requirements of the FHWA/CDOT Stewardship Agreement, as described in **Exhibit E**.

a. The State may, after providing written notice of the reason for the suspension to Local Agency, suspend the Work, wholly or in part, due to the failure of Local Agency or its Contractor to correct conditions which are unsafe for workers or for such periods as the State may deem necessary due to unsuitable weather, or for conditions considered unsuitable for the prosecution of the Work, or for any other condition or reason deemed by the State to be in the public interest.

b. Local Agency shall be responsible for the following:

1) Appointing a qualified professional engineer, licensed in the State of Colorado, as Local Agency Project Engineer (LAPE), to perform engineering administration. The LAPE shall administer the Work in accordance with this Agreement, the requirements of the construction contract and applicable State procedures, as defined in the CDOT Local Agency Manual (https://www.codot.gov/business/designsupport/bulletins_manuals/2006-local-agency-manual).

2) For the construction Services, advertising the call for bids, following its approval by the State, and awarding the construction contract(s) to the lowest responsible bidder(s).

(a) All Local Agency's advertising and bid awards pursuant to this Agreement shall comply with applicable requirements of 23 U.S.C. §112 and 23 C.F.R. Parts 633 and 635 and C.R.S. § 24-92-101 et seq. Those requirements include, without limitation, that Local Agency and its Contractor(s) incorporate Form 1273 (Exhibit I) in its entirety, verbatim, into any subcontract(s) for Services as terms and conditions thereof, as required by 23 C.F.R. 633.102(e).

(b) Local Agency may accept or reject the proposal of the apparent low bidder for Work on which competitive bids have been received. Local Agency must accept or reject such bids within three (3) working days after they are publicly opened.

(c) If Local Agency accepts bids and makes awards that exceed the amount of available Agreement Funds, Local Agency shall provide the additional funds necessary to complete the Work or not award such bids.

(d) The requirements of **§6.A.iii.b.2** also apply to any advertising and bid awards made by the State.

(e) The State (and in some cases FHWA) must approve in advance all Force Account Construction, and Local Agency shall not initiate any such Services until the State issues a written Notice to Proceed.

iv. Right of Way (ROW) and Acquisition/Relocation

a. If Local Agency purchases a ROW for a State highway, including areas of influence, Local Agency shall convey the ROW to CDOT promptly upon the completion of the project/construction.

b. Any acquisition/relocation activities shall comply with all applicable federal and State statutes and regulations, including but not limited to, the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, the Uniform Relocation Assistance and Real Property Acquisition Policies for Federal and Federally Assisted Programs, as amended (49 C.F.R. Part 24), CDOT's Right of Way Manual, and CDOT's Policy and Procedural Directives.

c. The Parties' respective responsibilities for ensuring compliance with acquisition, relocation and incidentals depend on the level of federal participation as detailed in CDOT's Right of Way Manual (located at http://www.codot.gov/business/manuals/right-of-way); however, the State always retains oversight responsibilities.

d. The Parties' respective responsibilities at each level of federal participation in CDOT's Right of Way Manual, and the State's reimbursement of Local Agency costs will be determined pursuant the following categories:

1) Right of way acquisition (3111) for federal participation and non-participation;

2) Relocation activities, if applicable (3109);

3) Right of way incidentals, if applicable (expenses incidental to acquisition/relocation of right of way – 3114).

v. Utilities

If necessary, Local Agency shall be responsible for obtaining the proper clearance or approval from any utility company that may become involved in the Work. Prior to the Work being advertised for bids, Local Agency shall certify in writing to the State that all such clearances have been obtained.

vi. Railroads

If the Work involves modification of a railroad company's facilities and such modification will be accomplished by the railroad company, Local Agency shall make timely application to the Public Utilities Commission ("PUC") requesting its order providing for the installation of the proposed improvements. Local Agency shall not proceed with that part of the Work before obtaining the PUC's order. Local Agency shall also establish contact with the railroad company involved for the purpose of complying with applicable provisions of 23 C.F.R. 646, subpart B, concerning federal-aid projects involving railroad facilities, and:

a. Execute an agreement with the railroad company setting out what work is to be accomplished and the location(s) thereof, and which costs shall be eligible for federal participation.

b. Obtain the railroad's detailed estimate of the cost of the Work.

c. Establish future maintenance responsibilities for the proposed installation.

d. Proscribe in the agreement the future use or dispositions of the proposed improvements in the event of abandonment or elimination of a grade crossing.

e. Establish future repair and/or replacement responsibilities, as between the railroad company and the Local Agency, in the event of accidental destruction or damage to the installation.

vii. Environmental Obligations

Local Agency shall perform all Work in accordance with the requirements of current federal and State environmental regulations, including the National Environmental Policy Act of 1969 (NEPA) as applicable.

viii. Maintenance Obligations

Local Agency shall maintain and operate the Work constructed under this Agreement at its own cost and expense during their useful life, in a manner satisfactory to the State and FHWA. Local Agency shall conduct such maintenance and operations in accordance with all applicable statutes, ordinances, and regulations pertaining to maintaining such improvements. The State and FHWA may make periodic inspections to verify that such improvements are being adequately maintained.

ix. Monitoring Obligations

Local Agency shall respond in a timely manner to and participate fully with the monitoring activities described in **§7.F.vi.**

B. State's Commitments

i. The State will perform a final project inspection of the Work as a quality control/assurance activity. When all Work has been satisfactorily completed, the State will sign the FHWA Form 1212.

ii. Notwithstanding any consents or approvals given by the State for the Plans, the State shall not be liable or responsible in any manner for the structural design, details or construction of any Work constituting major structures designed by, or that are the responsibility of, Local Agency, as identified in **Exhibit E**.

7. PAYMENTS

A. Maximum Amount

Payments to Local Agency are limited to the unpaid, obligated balance of the Agreement Funds set forth in **Exhibit C**. The State shall not pay Local Agency any amount under this Agreement that exceeds the Agreement Maximum set forth in **Exhibit C**. The Local Agency can perform Work for design with funds listed in this Agreement prior to federal funds becoming available with approval from FHWA as shown in Exhibit A.

B. Payment Procedures

i. Invoices and Payment

a. The State shall pay Local Agency in the amounts and in accordance with conditions set forth in **Exhibit C**.

b. Local Agency shall initiate payment requests by invoice to the State, in a form and manner approved by the State.

c. The State shall pay each invoice within 45 days following the State's receipt of that invoice, so long as the amount invoiced correctly represents Work completed by Local Agency and previously accepted by the State during the term that the invoice covers. If the State determines that the amount of any invoice is not correct, then Local Agency shall make all changes necessary to correct that invoice.

d. The acceptance of an invoice shall not constitute acceptance of any Work performed or deliverables provided under the Agreement.

e. If a project is funded in part with Federal or State special funding there may be an expiration date for the funds. The expiration date applies to grants and local funds used to match grants. To receive payment or credit for the match, Work must be completed or substantially completed, as outlined in the terms of the grant, prior to the expiration date of the special funding and invoiced in compliance with the rules outlined in the award of the funding. The acceptance of an invoice shall not constitute acceptance of any Work performed or deliverables provided under the Agreement.

ii. Interest

Amounts not paid by the State within 45 days after the State's acceptance of the invoice shall bear interest on the unpaid balance beginning on the 46th 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. Local Agency shall invoice the State separately for accrued interest on delinquent amounts, and the invoice shall reference the delinquent payment, the number of days interest to be paid and the interest rate.

iii. Payment Disputes

If Local Agency disputes any calculation, determination, or amount of any payment, Local Agency shall notify the State in writing of its dispute within 30 days following the earlier to occur of Local Agency'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 Local Agency and may make changes to its determination based on this review. The calculation, determination, or payment amount that results from the State's review shall not be subject to additional dispute under this subsection. No payment subject to a dispute under this subsection shall be due until after the State has concluded its review, and the State shall not pay any interest on any amount during the period it is subject to dispute under this subsection.

iv. Available Funds-Contingency-Termination

a. The State is prohibited by law from making commitments beyond the term of the current State Fiscal Year. Payment to Local Agency beyond the current State Fiscal Year is contingent on the appropriation and continuing availability of Agreement Funds in any subsequent year (as provided in the Colorado Special Provisions). If federal funds or funds from any other non-State funds constitute all or some of the Agreement Funds, the State's obligation to pay Local Agency shall be contingent upon such non-State funding continuing to be made available for payment. Payments to be made pursuant to this Agreement shall be made only from Agreement Funds, and the State's liability for such payments shall be limited to the amount remaining of such Agreement Funds. If State, federal or other funds are not appropriated, or otherwise become unavailable to fund this Agreement, the State may, upon written notice, terminate this Agreement, in whole or in part, without incurring further liability. The State shall, however, remain obligated to pay for Services and Goods that are delivered and accepted prior to the effective date of notice of termination, and this termination shall otherwise be treated as if this Agreement were terminated in the public interest as described in **§2.C**.

b. If the agreement funds are terminated, the State can terminate the contract early. Payment due for work done to the date of termination will be processed in a manner consistent with **§2.C**.

v. Erroneous Payments

The State may recover, at the State's discretion, payments made to Local Agency in error for any reason, including, but not limited to, overpayments or improper payments, and unexpended or excess funds received by Local Agency. The State may recover such payments by deduction from subsequent payments under this Agreement, deduction from any payment due under any other contracts, grants or agreements between the State and Local Agency, or by any other appropriate method for collecting debts owed to the State. The close out of a Federal Award does not affect the right of FHWA or the State to disallow costs and recover funds on the basis of a later audit or other review. Any cost disallowance recovery is to be made within the Record Retention Period (as defined below in **§9.A**.).

vi. Federal Recovery

The close-out of a Federal Award does not affect the right of the Federal Awarding Agency or the State to disallow costs and recover funds on the basis of a later audit or other review. Any cost disallowance recovery is to be made within the Record Retention Period, as defined below.

C. Local Agency Funds

Local Agency shall provide their obligated contribution funds as outlined in **§7.A**. and **Exhibit C**. Local Agency shall have raised the full amount of their funds prior to the Effective Date and shall report to the State regarding the status of such funds upon request. Local Agency's obligation to pay all or any part of any matching funds, whether direct or contingent, only extend to funds duly and lawfully appropriated for the purposes of this Agreement by the authorized representatives of Local Agency and paid into Local Agency's

treasury. Local Agency represents to the State that the amount designated "Local Agency Funds" in **Exhibit C** has been legally appropriated for the purpose of this Agreement by its authorized representatives and paid into its treasury. Local Agency may evidence such obligation by an appropriate ordinance/resolution or other authority letter expressly authorizing Local Agency to enter into this Agreement and to expend its match share of the Work. A copy of any such ordinance/resolution or authority letter is attached hereto as **Exhibit D** if applicable. Local Agency does not by this Agreement irrevocably pledge present cash reserves for payments in future fiscal years, and this Agreement is not intended to create a multiple-fiscal year debt of Local Agency. Local Agency shall not pay or be liable for any claimed interest, late charges, fees, taxes, or penalties of any nature, except as required by Local Agency's laws or policies.

D. Reimbursement of Local Agency Costs

The State shall reimburse Local Agency's allowable costs, not exceeding the maximum total amount described in **Exhibit C** and **§7**. However, any costs incurred by Local Agency prior to the Effective Date shall not be reimbursed absent specific allowance of pre-award costs and indication that the Federal Award funding is retroactive. The State shall pay Local Agency for costs or expenses incurred or performance by the Local Agency prior to the Effective Date, only if (1) the Grant Funds involve federal funding and (2) federal laws, rules, and regulations applicable to the Work provide for such retroactive payments to the Local Agency. Any such retroactive payments shall comply with State Fiscal Rules and be made in accordance with the provisions of this Agreement. The applicable principles described in 2 C.F.R. Part 200 shall govern the State's obligation to reimburse all costs incurred by Local Agency and submitted to the State for reimbursement hereunder, and Local Agency shall comply with all such principles. The State shall reimburse Local Agency for the federal-aid share of properly documented costs related to the Work after review and approval thereof, subject to the provisions of this Agreement and **Exhibit C**. Local Agency costs for Work performed prior to the Effective Date shall not be reimbursed absent specific allowance of pre-award costs and indication that the Federal Award funding is retroactive. The attached Exhibit A contains the FHWA Advance Construction Exception Approval for the Work. Local Agency costs for Work performed after any Performance Period End Date for a respective phase of the Work, is not reimbursable. Allowable costs shall be:

i. Reasonable and necessary to accomplish the Work and for the Goods and Services provided.

ii. Actual net cost to Local Agency (i.e. the price paid minus any items of value received by Local Agency that reduce the cost actually incurred).

E. Unilateral Modification of Agreement Funds Budget by State Option Letter

The State may, at its discretion, issue an "Option Letter" to Local Agency to add or modify Work phases in the Work schedule in **Exhibit C** if such modifications do not increase total budgeted Agreement Funds. Such Option Letters shall amend and update **Exhibit C**, Sections 2 or 4 of the Table, and sub-sections B and C of the **Exhibit C**. Option Letters shall not be deemed valid until signed by the State Controller or an authorized delegate. **This is NOT a Notice to Proceed**. Modification of **Exhibit C** by unilateral Option Letter is permitted only in the specific scenarios listed below. The State will exercise such options by providing Local Agency a fully executed Option Letter, in a form substantially equivalent to **Exhibit B**. Such Option Letters will be incorporated into this Agreement. This applies to the entire Scope of Work.

i. Option to Begin a Phase and/or Increase or Decrease the Encumbrance Amount

The State may require by Option Letter that Local Agency begin a new Work phase that may include Design, Construction, Environmental, Utilities, ROW Incidentals or Miscellaneous Work (but may not include Right of Way Acquisition/Relocation or Railroads) as detailed in **Exhibit A.** Such Option Letters may not modify the other terms and conditions stated in this Agreement and must decrease the amount budgeted and encumbered for one or more other Work phases so that the total amount of budgeted Agreement Funds remains the same. The State may also change the funding sources so long as the amount budgeted remains the same and the Local Agency contribution does not increase. The State may also issue a unilateral Option Letter to increase and/or decrease the total encumbrance amount of two or more existing Work phases, as long as the total amount of budgeted Agreement Funds remains the same, replacing the original Agreement Funding exhibit (**Exhibit C**) with an updated **Exhibit C-1** (with subsequent exhibits labeled **C-2**, **C-3**, etc.).

ii. Option to Transfer Funds from One Phase to Another Phase.

The State may require or permit Local Agency to transfer Agreement Funds from one Work phase (Design, Construction, Environmental, Utilities, ROW Incidentals or Miscellaneous) to another phase as a result of changes to State, federal, and local match funding. In such case, the original funding exhibit (**Exhibit C**) will be replaced with an updated **Exhibit C-1** (with subsequent exhibits labeled **C-2**, **C-3**, etc.) attached to the Option Letter. The Agreement Funds transferred from one Work phase to another are subject to the same terms and conditions stated in the original Agreement with the total budgeted Agreement Funds remaining the same. The State may unilaterally exercise this option by providing a fully executed Option Letter to Local Agency within thirty (30) days before the initial targeted start date of the Work phase, in a form substantially equivalent to **Exhibit B**.

iii. Option to Exercise Options i and ii.

The State may require Local Agency to add a Work phase as detailed in **Exhibit A**, and encumber and transfer Agreement Funds from one Work phase to another. The original funding exhibit (**Exhibit C**) in the original Agreement will be replaced with an updated **Exhibit C-1** (with subsequent exhibits labeled **C-2**, **C-3**, etc.) attached to the Option Letter. The addition of a Work phase and encumbrance and transfer of Agreement Funds are subject to the same terms and conditions stated in the original Agreement with the total budgeted Agreement Funds remaining the same. The State may unilaterally exercise this option by providing a fully executed Option Letter to Local Agency within 30 days before the initial targeted start date of the Work phase, in a form substantially equivalent to **Exhibit B**.

iv. Option to Extend Agreement/Phase Term and/or modify the OMB Uniform Guidance. The State, at its discretion, shall have the option to extend the term of this Agreement and/or update a Work Phase Performance Period and/or modify information required under the OMB Uniform Guidance, as outlined in **Exhibit C**. Any updated version of **Exhibit C** shall be attached to any executed Option Letter as **Exhibit C-1** (with subsequent exhibits labeled **C-2**, **C-3**, etc.). In order to exercise this option, the State shall provide written notice to the Local Agency in a form substantially equivalent to **Exhibit B**.

F. Accounting

Local Agency shall establish and maintain accounting systems in accordance with generally accepted accounting standards (a separate set of accounts, or as a separate and integral part of its current accounting scheme). Such accounting systems shall, at a minimum, provide as follows:

i. Local Agency Performing the Work

If Local Agency is performing the Work, it shall document all allowable costs, including any approved Services contributed by Local Agency or subcontractors, using payrolls, time records, invoices, contracts, vouchers, and other applicable records.

ii. Local Agency-Checks or Draws

Checks issued or draws made by Local Agency shall be made or drawn against properly signed vouchers detailing the purpose thereof. Local Agency shall keep on file all checks, payrolls, invoices, contracts, vouchers, orders, and other accounting documents in the office of Local Agency, clearly identified, readily accessible, and to the extent feasible, separate and apart from all other Work documents.

iii. State-Administrative Services

The State may perform any necessary administrative support services required hereunder. Local Agency shall reimburse the State for the costs of any such services from the budgeted Agreement Funds as provided for in **Exhibit C**. If FHWA Agreement Funds are or become unavailable, or if Local Agency terminates this Agreement prior to the Work being approved by the State or otherwise completed, then all actual incurred costs of such services and assistance provided by the State shall be reimbursed to the State by Local Agency at its sole expense.

iv. Local Agency-Invoices

Local Agency's invoices shall describe in detail the reimbursable costs incurred by Local Agency for which it seeks reimbursement, the dates such costs were incurred and the amounts thereof, and Local Agency shall not submit more than one invoice per month.

v. Invoicing Within 60 Days

The State shall not be liable to reimburse Local Agency for any costs invoiced more than 60 days after the date on which the costs were incurred, including costs included in Local Agency's final invoice. The State may withhold final payment to Local Agency at the State's sole discretion until completion of final audit. Any costs incurred by Local Agency that are not allowable under 2 C.F.R. Part 200 shall be Local Agency's responsibility, and the State will deduct such disallowed costs from any payments due to Local Agency. The State will not reimburse costs for Work performed after the Performance Period End Date for a respective Work phase. The State will not reimburse costs for Work performed prior to Performance Period End Date, but for which an invoice is received more than 60 days after the Performance Period End Date.

vi. Risk Assessment & Monitoring

Pursuant to 2 C.F.R. 200.331(b), – CDOT will evaluate Local Agency's risk of noncompliance with federal statutes, regulations, and terms and conditions of this Agreement. Local Agency shall complete a Risk Assessment Form (**Exhibit L**) when that may be requested by CDOT. The risk assessment is a quantitative and/or qualitative determination of the potential for Local Agency's non-compliance with the requirements of the Federal Award. The risk assessment will evaluate some or all of the following factors:

- Experience: Factors associated with the experience and history of the Subrecipient with the same or similar Federal Awards or grants.
- Monitoring/Audit: Factors associated with the results of the Subrecipient's previous audits or monitoring visits, including those performed by the Federal Awarding Agency, when the Subrecipient also receives direct federal funding. Include audit results if Subrecipient receives single audit, where the specific award being assessed was selected as a major program.
- Operation: Factors associated with the significant aspects of the Subrecipient's operations, in which failure could impact the Subrecipient's ability to perform and account for the contracted goods or services.
- Financial: Factors associated with the Subrecipient's financial stability and ability to comply with financial requirements of the Federal Award.
- Internal Controls: Factors associated with safeguarding assets and resources, deterring and detecting errors, fraud and theft, ensuring accuracy and completeness of accounting data, producing reliable and timely financial and management information, and ensuring adherence to its policies and plans.
- Impact: Factors associated with the potential impact of a Subrecipient's non-compliance to the overall success of the program objectives.
- Program Management: Factors associated with processes to manage critical personnel, approved written procedures, and knowledge of rules and regulations regarding federal-aid projects.

Following Local Agency's completion of the Risk Assessment Tool (**Exhibit L**), CDOT will determine the level of monitoring it will apply to Local Agency's performance of the Work. This risk assessment may be re-evaluated after CDOT begins performing monitoring activities.

G. Close Out

Local Agency shall close out this Award within 90 days after the Final Phase Performance End Date. If SLFRF Funds are used the Local Agency shall close out that portion of the Award within 45 days after the ARPA Award Expiration Date. Close out requires Local Agency's submission to the State of all deliverables defined in this Agreement, and Local Agency's final reimbursement request or invoice. The State will withhold 5% of allowable costs until all final documentation has been submitted and accepted by the State as substantially complete. If FHWA or US Treasury has not closed this Federal Award within one (1) year and 90 days after the Final Phase Performance End Date due to Local Agency's failure to submit required documentation, then Local Agency may be prohibited from applying for new Federal Awards through the State until such documentation is submitted and accepted.

8. REPORTING - NOTIFICATION

A. Quarterly Reports

In addition to any reports required pursuant to **§19** or pursuant to any exhibit, for any contract having a term longer than 3 months, Local Agency shall submit, on a quarterly basis, a written report specifying progress made for each specified performance measure and standard in this Agreement. Such progress report shall be in accordance with the procedures developed and prescribed by the State. Progress reports shall be submitted to the State not later than ten (10) Business Days following the end of each calendar quarter or at such time as otherwise specified by the State. If SLFRF Funds are used the report must be in the format of **Exhibit P**.

B. Litigation Reporting

If Local Agency is served with a pleading or other document in connection with an action before a court or other administrative decision making body, and such pleading or document relates to this Agreement or may affect Local Agency's ability to perform its obligations under this Agreement, Local Agency shall, within 10 days after being served, notify the State of such action and deliver copies of such pleading or document to the State's principal representative identified in **§16**.

C. Performance and Final Status

Local Agency shall submit all financial, performance and other reports to the State no later than 60 calendar days after the Final Phase Performance End Date or sooner termination of this Agreement, containing an Evaluation of Subrecipient's performance and the final status of Subrecipient's obligations hereunder.

D. Violations Reporting

Local Agency must disclose, in a timely manner, in writing to the State and FHWA, all violations of federal or State criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal Award. Penalties for noncompliance may include suspension or debarment (2 CFR Part 180 and 31 U.S.C. 3321).

9. LOCAL AGENCY RECORDS

A. Maintenance

Local Agency shall make, keep, maintain, and allow inspection and monitoring by the State of a complete file of all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to the Work or the delivery of Services (including, but not limited to the operation of programs) or Goods hereunder. Local Agency shall maintain such records for a period (the "Record Retention Period") pursuant to the requirements of the funding source and for a minimum of three (3) years following the date of submission to the State of the final expenditure report, whichever is longer, or if this Award is renewed quarterly or annually, from the date of the submission of each quarterly or annual report, respectively. If any litigation, claim, or audit related to this Award starts before expiration of the Record Retention Period, the Record Retention Period shall extend until all litigation, claims, or audit findings have been resolved and final action taken by the State or Federal Awarding Agency. The Federal Awarding Agency, a cognizant agency for audit, oversight or indirect costs, and the State, may notify Local Agency in writing that the Record Retention Period shall be extended. For records for real property and equipment, the Record Retention Period shall extend three (3) years following final disposition of such property.

B. Inspection

Records during the Record Retention Period. Local Agency shall make Local Agency Records available during normal business hours at Local Agency's office or place of business, or at other mutually agreed upon times or locations, upon no fewer than two (2) 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 will monitor Local Agency's performance of its obligations under this Agreement using procedures as determined by the State. The State shall monitor Local Agency's performance in a manner that does not unduly interfere with Local Agency's performance of the Work. Local Agency shall allow the State to perform all monitoring required by the Uniform Guidance, based on the State's risk analysis of Local Agency. The State shall have the right, in its sole discretion, to change its monitoring procedures and requirements at any time during the term of this Agreement. The State shall monitor Local Agency's performance in a manner that does not unduly interfere with Local Agency's performance of the Work. If Local Agency enters into a subcontract with an entity that would also be considered a Subrecipient, then the subcontract entered

into by Local Agency shall contain provisions permitting both Local Agency and the State to perform all monitoring of that Subcontractor in accordance with the Uniform Guidance.

D. Final Audit Report

Local Agency shall promptly submit to the State a copy of any final audit report of an audit performed on Local Agency's records that relates to or affects this Agreement or the Work, whether the audit is conducted by Local Agency or a third party. Additionally, if Local Agency is required to perform a single audit under 2 CFR 200.501, *et seq.*, then Local Agency shall submit a copy of the results of that audit to the State within the same timelines as the submission to the federal government.

10. CONFIDENTIAL INFORMATION-STATE RECORDS

A. Confidentiality

Local Agency shall hold and maintain, and cause all Subcontractors to hold and maintain, any and all State Records that the State provides or makes available to Local Agency for the sole and exclusive benefit of the State, unless those State Records are otherwise publicly available at the time of disclosure or are subject to disclosure by Local Agency under CORA. Local Agency shall not, without prior written approval of the State, use for Local Agency's own benefit, publish, copy, or otherwise disclose to any third party, or permit the use by any third party for its benefit or to the detriment of the State, any State Records, except as otherwise stated in this Agreement. Local Agency 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. Local Agency shall immediately forward any request or demand for State Records to the State's principal representative. If Local Agency or any of its Subcontractors will or may receive the following types of data, Local Agency or its Subcontractors shall provide for the security of such data according to the following: **(i)** the most recently promulgated IRS Publication 1075 for all Tax Information and in accordance with the Safeguarding Requirements for Federal Tax Information attached to this Award as an Exhibit, if applicable, **(ii)** the most recently updated PCI Data Security Standard from the PCI Security Standards Council for all PCI, **(iii)** the most recently issued version of the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy for all CJI, and **(iv)** the federal Health Insurance Portability and Accountability Act for all PHI and the HIPAA Business Associate Agreement attached to this Award, if applicable. Local Agency shall immediately forward any request or demand for State Records to the State's principal representative.

B. Other Entity Access and Nondisclosure Agreements

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

C. Use, Security, and Retention

Local Agency 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. Local Agency shall provide the State with access, subject to Local Agency's reasonable security requirements, for purposes of inspecting and monitoring access and use of State Confidential Information and evaluating security control effectiveness. Upon the expiration or termination of this Agreement, Local Agency shall return State Records provided to Local Agency or destroy such State Records and certify to the State that it has done so, as directed by the State. If Local Agency is prevented by law or regulation from returning or destroying State Confidential Information, Local Agency warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

D. Incident Notice and Remediation

If Local Agency 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 Local Agency can establish that none of Local Agency or any of its agents, employees, assigns, or Subcontractors are the cause or source of the Incident, Local Agency shall be responsible for the cost of notifying each person who may have been impacted by the Incident. After an Incident, Local Agency 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.

E. Safeguarding Personally Identifying Information "PII"

If Local Agency or any of its Subcontracts will or may receive PII under this agreement, Local Agency shall provide for the security for 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. Local Agency 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 S** on an annual basis Contractor's duty and obligation to certify as set forth in **Exhibit S** 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.

11. CONFLICTS OF INTEREST

A. Actual Conflicts of Interest

Local Agency 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 Local Agency under this Agreement. Such a conflict of interest would arise when a Local Agency or Subcontractor's employee, officer or agent were to offer or provide any tangible personal benefit to an employee of the State, or any member of his or her immediate family or his or her partner, related to the award of, entry into or management or oversight of this Agreement. Officers, employees, and agents of Local Agency may neither solicit nor accept gratuities, favors or anything of monetary value from contractors or parties to subcontracts.

B. Apparent Conflicts of Interest

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

C. Disclosure to the State

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

12. INSURANCE

Local Agency shall obtain and maintain, and ensure that each Subcontractor shall obtain and maintain, insurance as specified in this section at all times during the term of this Agreement. All insurance policies required by this Agreement that are not provided through self-insurance shall be issued by insurance companies with an AM Best rating of A-VIII or better.

A. Local Agency Insurance

Local Agency 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 Agreement such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA.

B. Subcontractor Requirements

Local Agency 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 Agreement, such liability insurance, by commercial policy or self-insurance, as is necessary to meet the Subcontractor's obligations under the GIA. Local Agency 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 Agreement all of the following insurance policies:

i. Workers' Compensation

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

ii. General Liability

Commercial general liability insurance written on an Insurance Services Office occurrence form, 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 1 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.

iv. Protected Information (this insurance requirement only applies if the Subcontractor has or will have access to State Confidential Information)

Liability insurance covering all loss of State Confidential Information, such as PII, PHI, PCI, Tax Information, and CJI, and claims based on alleged violations of privacy rights through improper use or disclosure of protected information with minimum limits as follows:

a. $1,000,000 each occurrence; and

b. $2,000,000 general aggregate.

v. Professional Liability Insurance (this insurance requirement only applies if the Subcontractor is providing professional services including but not limited to engineering, architectural, landscape architectural, professional surveying, industrial hygiene services, or any other commonly understood professional service)

Professional liability insurance covering any damages caused by an error, omission or any negligent act with minimum limits as follows:

a. $1,000,000 each occurrence; and

b. $1,000,000 general aggregate.

vi. Crime Insurance

Crime insurance including employee dishonesty coverage with minimum limits as follows:

a. $1,000,000 each occurrence; and

b. $1,000,000 general aggregate.

vii. Cyber/Network Security and Privacy Liability

Liability insurance covering all civil, regulatory and statutory damages, contractual damages, data breach management exposure, and any loss of State Confidential Information, such as PII, PHI, PCI, Tax Information, and CJI, and claims based on alleged violations of breach, violation or infringement of right to privacy rights through improper use or disclosure of protected consumer data protection law, confidentiality or other legal protection for personal information, as well as State Confidential Information with minimum limits as follows:

a. $1,000,000 each occurrence; and

b. $2,000,000 general aggregate.

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 Local Agency and Subcontractors. In the event of cancellation of any commercial general liability policy, the carrier shall provide at least 10 days prior written notice to CDOT.

D. Primacy of Coverage

Coverage required of Local Agency and each Subcontractor shall be primary over any insurance or self-insurance program carried by Local Agency 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 Local Agency and Local Agency shall forward such notice to the State in accordance with **§16** within 7 days of Local Agency's receipt of such notice.

F. Subrogation Waiver

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

G. Certificates

For each commercial insurance plan provided by Local Agency under this Agreement, Local Agency shall provide to the State certificates evidencing Local Agency's insurance coverage required in this Agreement within seven (7) Business Days following the Effective Date. Local Agency shall provide to the State certificates evidencing Subcontractor insurance coverage required under this Agreement within seven (7) Business Days following the Effective Date, except that, if Local Agency's subcontract is not in effect as of the Effective Date, Local Agency shall provide to the State certificates showing Subcontractor insurance coverage required under this Agreement within seven (7) Business Days following Local Agency's execution of the subcontract. No later than 15 days before the expiration date of Local Agency's or any Subcontractor's coverage, Local Agency shall deliver to the State certificates of insurance evidencing renewals of coverage. At any other time during the term of this Agreement, upon request by the State, Local Agency shall, within seven (7) Business Days following the request by the State, supply to the State evidence satisfactory to the State of compliance with the provisions of this **§12**.

13. BREACH

A. Defined

The failure of a Party to perform any of its obligations in accordance with this Agreement, in whole or in part or in a timely or satisfactory manner, shall be a breach. The institution of proceedings under any bankruptcy, insolvency, reorganization, or similar law, by or against Local Agency, or the appointment of a receiver or similar officer for Local Agency or any of its property, which is not vacated or fully stayed within 30 days after the institution of such proceeding, shall also constitute a breach.

B. Notice and Cure Period

In the event of a breach, the aggrieved Party shall give written notice of breach to the other Party. If the notified Party does not cure the breach, at its sole expense, within 30 days after the delivery of written notice, the Party may exercise any of the remedies as described in **§14** for that Party. Notwithstanding any provision of this Agreement to the contrary, the State, in its discretion, need not provide notice or a cure period and may immediately terminate this Agreement in whole or in part or institute any other remedy in the Agreement in order to protect the public interest of the State.

14. REMEDIES

A. State's Remedies

If Local Agency is in breach under any provision of this Agreement and fails to cure such breach, the State, following the notice and cure period set forth in **§13.B,** shall have all of the remedies listed in this **§14.A.** in addition to all other remedies set forth in this Agreement or at law. The State may exercise any or all of the remedies available to it, in its discretion, concurrently or consecutively.

i. Termination for Breach

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

a. Obligations and Rights

To the extent specified in any termination notice, Local Agency 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, Local Agency shall complete and deliver to the State all Work not canceled by the termination notice and may incur obligations as necessary to do so within this Agreement's terms. At the request of the State, Local Agency shall assign to the State all of Local Agency's rights, title, and interest in and to such terminated orders or subcontracts. Upon termination, Local Agency shall take timely, reasonable, and necessary action to protect and preserve property in the possession of Local Agency but in which the State has an interest. At the State's request, Local Agency shall return materials owned by the State in Local Agency's possession at the time of any termination. Local Agency 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 Local Agency for accepted Work received as of the date of termination. If, after termination by the State, the State agrees that Local Agency was not in breach or that Local Agency's action or inaction was excusable, such termination shall be treated as a termination in the public interest, and the rights and obligations of the Parties shall be as if this Agreement had been terminated in the public interest under **§2.C**.

c. Damages and Withholding

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

b. Withhold Payment

Withhold payment to Local Agency until Local Agency corrects its Work.

c. Deny Payment

Deny payment for Work not performed, or that due to Local Agency'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 from the Work of any of Local Agency's employees, agents, or Subcontractors from the Work whom the State deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable or whose continued relation to this Agreement is deemed by the State to be contrary to the public interest or the State's best interest.

e. Intellectual Property

If any Work infringes a patent, copyright, trademark, trade secret, or other intellectual property right, Local Agency shall, as approved by the State (a) secure that right to use such Work for the State or Local Agency; (b) replace the Work with non infringing Work or modify the Work so that it becomes non infringing; or, (c) remove any infringing Work and refund the amount paid for such Work to the State.

B. Local Agency's Remedies

If the State is in breach of any provision of this Agreement and does not cure such breach, Local Agency, following the notice and cure period in **§13.B** and the dispute resolution process in **§15** shall have all remedies available at law and equity.

15. DISPUTE RESOLUTION

A. Initial Resolution

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

B. Resolution of Controversies

If the initial resolution described in §15.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 CDOT as described in §24-101-301(30), C.R.S. for resolution in accordance with the provisions of §§24-106-109, 24-109-101.1, 24-109-101.5, 24-109-106, 24-109-107, 24-109-201 through 24-109-206, and 24-109-501 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.

C. Questions of Fact

Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement which is not disposed of by agreement shall be decided by the Chief Engineer of the Department of Transportation. The decision of the Chief Engineer will be final and conclusive unless, within 30 calendar days after the date of receipt of a copy of such written decision, Local Agency mails or otherwise furnishes to the State a written appeal addressed to the Executive Director of CDOT. In connection with any appeal proceeding under this clause, Local Agency shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, Local Agency shall proceed diligently with the performance of this Agreement in accordance with the Chief Engineer's decision. The decision of

the Executive Director or his duly authorized representative for the determination of such appeals shall be final and conclusive and serve as final agency action. This dispute clause does not preclude consideration of questions of law in connection with decisions provided for herein. Nothing in this Agreement, however, shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

16. NOTICES AND REPRESENTATIVES

Each individual identified below shall be the principal representative of the designating Party. All notices required or permitted to be given under this Agreement shall be in writing and shall be delivered **(i)** by hand with receipt required, **(ii)** by certified or registered mail to such Party's principal representative at the address set forth below or **(iii)** as an email with read receipt requested to the principal representative at the email address, if any, set forth below. 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 below. Either Party may change its principal representative or principal representative contact information by notice submitted in accordance with this **§16** without a formal amendment to this Agreement. Unless otherwise provided in this Agreement, notices shall be effective upon delivery of the written notice.

For the State

Colorado Department of Transportation (CDOT)
Dessmund Prospero, Project Manager
CDOT - R1
2829 W Howard Pl
Denver, CO 80204
303-512-4169
dessmund.prospero@state.co.us

For the Local Agency

CITY OF AURORA
Matt Cresto, Senior Engineer
15151 E. Alameda Pkwy.
Aurora, CO 80012
303-739-7860
mcresto@auroragov.org

17. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION

A. Work Product

Local Agency hereby grants to the State a perpetual, irrevocable, non-exclusive, royalty free license, with the right to sublicense, to make, use, reproduce, distribute, perform, display, create derivatives of and otherwise exploit all intellectual property created by Local Agency or any Subcontractors. Local Agency 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 Local Agency is under contract with the State at the time, Local Agency shall execute applications, assignments, and other documents, and shall render all other reasonable assistance requested by the State, to enable the State to secure patents, copyrights, licenses and other intellectual property rights related to the Work Product. The Parties intend the Work Product to be works made for hire.

i. Copyrights

To the extent that the Work Product (or any portion of the Work Product) would not be considered works made for hire under applicable law, Local Agency hereby assigns to the State, the entire right, title, and interest in and to copyrights in all Work Product and all works based upon, derived from, or incorporating the Work Product; all copyright applications, registrations, extensions, or renewals relating to all Work

Product and all works based upon, derived from, or incorporating the Work Product; and all moral rights or similar rights with respect to the Work Product throughout the world. To the extent that Local Agency cannot make any of the assignments required by this section, Local Agency hereby grants to the State a perpetual, irrevocable, royalty-free license to use, modify, copy, publish, display, perform, transfer, distribute, sell, and create derivative works of the Work Product and all works based upon, derived from, or incorporating the Work Product by all means and methods and in any format now known or invented in the future. The State may assign and license its rights under this license.

ii. Patents

In addition, Local Agency grants to the State (and to recipients of Work Product distributed by or on behalf of the State) a perpetual, worldwide, no-charge, royalty-free, irrevocable patent license to make, have made, use, distribute, sell, offer for sale, import, transfer, and otherwise utilize, operate, modify and propagate the contents of the Work Product. Such license applies only to those patent claims licensable by Local Agency that are necessarily infringed by the Work Product alone, or by the combination of the Work Product with anything else used by the State.

iii. Assignments and Assistance

Whether or not the Local Agency is under Agreement with the State at the time, Local Agency shall execute applications, assignments, and other documents, and shall render all other reasonable assistance requested by the State, to enable the State to secure patents, copyrights, licenses and other intellectual property rights related to the Work Product. The Parties intend the Work Product to be works made for hire. Local Agency assigns to the State and its successors and assigns, the entire right, title, and interest in and to all causes of action, either in law or in equity, for past, present, or future infringement of intellectual property rights related to the Work Product and all works based on, derived from, or incorporating the Work Product.

B. Exclusive Property of the State

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

Local Agency retains the exclusive rights, title, and ownership to any and all pre-existing materials owned or licensed to Local Agency 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 Local Agency under this Agreement, whether incorporated in a Deliverable or necessary to use a Deliverable (collectively, "Local Agency Property"). Local Agency Property shall be licensed to the State as set forth in this Agreement or a State approved license agreement: (i) entered into as exhibits to this Agreement, (ii) obtained by the State from the applicable third-party vendor, or (iii) in the case of open source software, the license terms set forth in the applicable open source license agreement.

18. GOVERNMENTAL IMMUNITY

Liability for claims for injuries to persons or property arising from the negligence of the Parties, their departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the GIA; 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. The following applies through June 30, 2022: 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.

19. STATEWIDE CONTRACT MANAGEMENT SYSTEM

If the maximum amount payable to Local Agency under this Agreement is $100,000 or greater, either on the Effective Date or at any time thereafter, this **§19** shall apply. Local Agency agrees to be governed by and comply with the provisions of §24-106-103, §24-102-206, §24-106-106, §24-106-107 C.R.S. regarding the monitoring

of vendor performance and the reporting of contract performance information in the State's contract management system ("Contract Management System" or "CMS"). Local Agency's performance shall be subject to evaluation and review in accordance with the terms and conditions of this Agreement, Colorado statutes governing CMS, and State Fiscal Rules and State Controller policies.

20. GENERAL PROVISIONS

A. Assignment

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

B. Subcontracts

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

C. Binding Effect

Except as otherwise provided in **§20.A.** all provisions of this Agreement, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.

D. Authority

Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations have been duly authorized.

E. Captions and References

The captions and headings in this Agreement are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Agreement to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

F. Counterparts

This Agreement may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

G. 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.

H. Entire Understanding

This Agreement represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Agreement. Prior or contemporaneous additions, deletions, or other changes to this Agreement shall not have any force or effect whatsoever, unless embodied herein.

I. Jurisdiction and Venue

All suits or actions related to this Agreement shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

J. Modification

Except as otherwise provided in this Agreement, any modification to this Agreement shall only be effective if agreed to in a formal amendment to this Agreement, properly executed and approved in accordance with

applicable Colorado State law and State Fiscal Rules. Modifications permitted under this Agreement, other than contract amendments, shall conform to the policies promulgated by the Colorado State Controller.

K. Statutes, Regulations, Fiscal Rules, and Other Authority.

Any reference in this Agreement to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Effective Date of this Agreement.

L. Order of Precedence

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

i. The provisions of the other sections of the main body of this Agreement.
ii. **Exhibit N**, Federal Treasury Provisions.
iii. **Exhibit F**, Certification for Federal-Aid Contracts.
iv. **Exhibit G**, Disadvantaged Business Enterprise.
v. **Exhibit I**, Federal-Aid Contract Provisions for Construction Contracts.
vi. **Exhibit J**, Additional Federal Requirements.
vii. **Exhibit K**, Federal Funding Accountability and Transparency Act of 2006 (FFATA) Supplemental Federal Provisions.
viii. **Exhibit L**, Sample Sub-Recipient Monitoring and Risk Assessment Form.
ix. **Exhibit M**, Supplemental Provisions for Federal Awards Subject to The Office of Management and Budget Uniform Administrative Requirements, Cost principles, and Audit Requirements for Federal Awards (the "Uniform Guidance").
x. **Exhibit O**, Agreement with Subrecipient of Federal Recovery Funds.
xi. **Exhibit R**. Applicable Federal Awards.
xii Colorado Special Provisions in the main body of this Agreement.
xiii. **Exhibit A**, Scope of Work.
xiv. **Exhibit H**, Local Agency Procedures for Consultant Services.
xv. **Exhibit B**, Sample Option Letter.
xvi. **Exhibit C**, Funding Provisions.
xvii. **Exhibit P**, SLFRF Subrecipient Quarterly Report.
xviii. **Exhibit Q**, SLFRF Reporting Modification Form.
xix. **Exhibit D**, Local Agency Resolution.
xx. **Exhibit E**, Local Agency Contract Administration Checklist.
xxi. **Exhibit S**, PII Certification.
xxii. **Exhibit T**, Checklist of Required Exhibits Dependent on Funding Source.
xxiii. Other exhibits in descending order of their attachment.

M. Severability

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under this Agreement in accordance with the intent of the Agreement.

N. Survival of Certain Agreement Terms

Any provision of this Agreement that imposes an obligation on a Party after termination or expiration of the Agreement shall survive the termination or expiration of the Agreement and shall be enforceable by the other Party.

O. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described in **§20.C,** this Agreement does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Agreement are incidental to the Agreement, and do not create any rights for such third parties.

P. Waiver

A Party's failure or delay in exercising any right, power, or privilege under this Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

Q. CORA Disclosure

To the extent not prohibited by federal law, this Agreement and the performance measures and standards required under §24-106-107 C.R.S., if any, are subject to public release through the CORA.

R. Standard and Manner of Performance

Local Agency shall perform its obligations under this Agreement in accordance with the highest standards of care, skill and diligence in Local Agency's industry, trade, or profession.

S. Licenses, Permits, and Other Authorizations.

Local Agency shall secure, prior to the Effective Date, and maintain at all times during the term of this Agreement, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Agreement, and shall ensure that all employees, agents and Subcontractors secure and maintain at all times during the term of their employment, agency or subcontract, all license, certifications, permits and other authorizations required to perform their obligations in relation to this Agreement.

T. Compliance with State and Federal Law, Regulations, and Executive Orders

Local Agency shall comply with all State and Federal law, regulations, executive orders, State and Federal Awarding Agency policies, procedures, directives, and reporting requirements at all times during the term of this Agreement.

U. Accessibility

i. Local Agency shall comply with and the Work Product provided under this Agreement 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 the Governor's Office of Information Technology (OIT), pursuant to Section §24-85-103 (2.5), C.R.S. Local Agency 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. Each Party agrees to be responsible for its own liability incurred as a result of its participation in and performance under this Agreement. In the event any claim is litigated, each Party will be responsible for its own attorneys' fees, expenses of litigation, or other costs. No provision of this Agreement shall be deemed or construed to be a relinquishment or waiver of any kind of the applicable limitations of liability provided to either the Local Agency or the State by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq. and Article XI of the Colorado Constitution. Nothing in the Agreement shall be construed as a waiver of any provision of the State Fiscal Rules.

iii. The State may require Local Agency's compliance to the State's Accessibility Standards to be determined by a third party selected by the State to attest to Local Agency'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.

V. 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 Local Agency. Local Agency shall be solely responsible for any exemptions from the collection of excise, sales or use taxes that Local Agency may wish to have in place in connection with this Agreement.

21. COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3)

These Special Provisions apply to all contracts. Contractor refers to Local Agency and Contract refers to Agreement.

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(19), 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., applicable Local Agency law, rule or regulation.

Financial obligations of the Parties payable after the current State Fiscal Year or 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 Parties to indemnify or hold Contractor harmless; requires the Parties 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. Any term included in this Contract that limits Contractor's liability that is not void under this section shall apply only in excess of any insurance to be maintained under this Contract, and no insurance policy shall be interpreted as being subject to any limitations of liability of this Contract.

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 interests.

22. FEDERAL REQUIREMENTS

Local Agency and/or their contractors, subcontractors, and consultants shall at all times during the execution of this Agreement strictly adhere to, and comply with, all applicable federal and State laws, and their implementing regulations, as they currently exist and may hereafter be amended. A summary of applicable federal provisions are attached hereto as **Exhibit F**, **Exhibit I**, **Exhibit J**, **Exhibit K**, **Exhibit M, Exhibit N** and **Exhibit O** are hereby incorporated by this reference.

23. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

Local Agency will comply with all requirements of **Exhibit G** and **Exhibit E,** Local Agency Contract Administration Checklist, regarding DBE requirements for the Work, except that if Local Agency desires to use its own DBE program to implement and administer the DBE provisions of 49 C.F.R. Part 26 under this Agreement, it must submit a copy of its program's requirements to the State for review and approval before the execution of this Agreement. If Local Agency uses any State- approved DBE program for this Agreement, Local Agency shall be solely responsible to defend that DBE program and its use of that program against all legal and other challenges or complaints, at its sole cost and expense. Such responsibility includes, without limitation, determinations concerning DBE eligibility requirements and certification, adequate legal and factual bases for DBE goals and good faith efforts. State approval (if provided) of Local Agency's DBE program does not waive or modify the sole responsibility of Local Agency for use of its program.

EXHIBIT A
SCOPE OF WORK &
ADVANCE CONSTRUCTION EXCEPTION APPROVAL

Name of Project: Box Elder Creek- E 56th Ave and Hudson Road
Project Number: PRT M055-073
SubAccount #: 26394

The project will reconstruct flood-damaged 56th Avenue and Hudson Road at their crossings with Box Elder Creek. Drainage crossings will be improved by armoring both roads and protecting Box Elder Creek channels to withstand significant rainstorm events.
This project will rebuild 56th Avenue and Hudson Road at their crossings with Box Elder Creek. Both roads were destroyed during heavy rains in June 2023. 56th Avenue will be reconstructed east of N. Hayesmount Road and Hudson Road, while Hudson Road will be reconstructed north of 48th Avenue. The project will provide a resilient and adaptive infrastructure to counter the certainty of future erosion and heavy rain-induced flooding characteristic of the creek's geography.

If ARPA funds are used, all ARPA funds must be encumbered by December 31, 2024. All work funded by ARPA must be completed by December 31, 2026 and all bills must be submitted to CDOT for payment by January 31, 2027. These bills must be paid by CDOT by March 31, 2027.

By accepting funds for this Scope of Work, Local Agency acknowledges, understands, and accepts the continuing responsibility for the safety of the traveling public after initial acceptance of the project. **Local Agency is responsible for maintaining and operating the scope of work described in this Exhibit A constructed under this Agreement at its own cost and expense during its useful life.**

THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK

U.S. Department of Transportation
Federal Highway Administration

Colorado Division

12300 W. Dakota Ave., Suite #180
Lakewood, Colorado 80228
720-963-3000

September 24, 2024

Laura Perry
Deputy City Manager
City of Aurora
15151 E. Alameda Parkway
Aurora, CO 80012

In Reply Refer To:
VIA EMAIL ONLY

Maria Hajiaghaee
Local Agency Resident Engineer
Colorado Department of Transportation
2829 W. Howard Place
Denver, CO, 80224

Subject: 23 U.S.C. 115 Advance Construction Exception Approval for Box Elder Creek

Dear Mrs. Perry and Mrs. Hajiaghaee:

This letter is in response to your letter, dated September 20, 2024, requesting approval to use the advance construction (23 U.S.C. 115) exception for the Protect discretionary grant project - 26394 Box Elder Creek Roadway Erosion and Flood Protection. Your request has been reviewed and this project is approved to use the Advance Construction (AC) option in FMIS to capture the match amount of $1,635,000 prior to execution of the Protect Grant Agreement.

Please proceed with requesting project authorization using the Advance Construction option in FHWA's FMIS system. The amount of $1,635,000 should be entered as the match in the FMIS system as indicated in your request.

Sincerely,

John M. Cater, P.E.
Division Administrator

CC: Eric Ehrbar, Finance Manager, CDOT (Eric.Ehrbar@state.co.us)
Ajin HU, Grants Manager, FHWA (Ajin.Hu@dot.gov)
Cathleen Valencia, Transportation Project Delivery Manager, City of Aurora CValenci@auroragov.org)

TO: PAIGE CASTANEDA, FEDERAL HIGHWAYS ADMINISTRATION, CO DIVISION

FROM: LAURA PERRY, DEPUTY CITY MANAGER, CITY OF AURORA

MARIA HAJIAGHAEE, LOCAL AGENCY RESIDENT ENGINEER, CDOT

DATE: September 20, 2024

SUBJECT: REQUEST FOR ADVANCE CONSTRUCTION EXCEPTION APPROVAL FOR BOX ELDER CREEK ROADWAY EROSION AND FLOOD PROTECTION PROJECT

Purpose

To provide the Federal Highway Administration (FHWA) with information supporting the request for an advance construction (23 U.S.C. 115) exception approval prior to the execution of the Resiliency Improvement Grant Agreement for the Box Elder Creek Roadway Erosion and Flood Protection project under subaccount 26394 / PRT M005-073.

Background

The City of Aurora was awarded $10,800,000 from the Promoting Resilient Operations for Transformative, Efficient, and Cost-Saving Transportation (PROTECT) Discretionary Grant Program; however, the funds cannot be made available for obligation until a grant agreement is signed and funds are allocated to the City. In the meantime, per 23 U.S.C. 115, a City may request federal authorization without immediate obligation of federal funds under advance construction provisions.

Details

This resiliency project will rebuild 56th Avenue and Hudson Road at their crossings with Box Elder Creek. Both roads were destroyed during heavy rains in June 2023. 56th Avenue will be reconstructed east of N. Hayesmount Road and Hudson Road, while Hudson Road will be reconstructed north of 48th Avenue. The project will provide a resilient and adaptive infrastructure to counter the certainty of future erosion and heavy rain-induced flooding characteristic of the creek's geography.

The City is requesting advance construction exception to complete environmental clearance and engineering design of the roadway and stream improvements. The request is for:

Project Management and Public Coordination	$650,000
Design	$710,000
NEPA Environmental Clearance	$200,000
Risk and Vulnerability	$ 75,000

The total amount being requested under 23 U.S.C. 115 Is $1,635,000.

The project scope will include the following elements:

- Bank and channel stabilization in the failed upstream bank that contributed to the destruction at Hudson Road
- Vegetation to increase water retention capacity and stabilize channel banks and roadway shoulders

- Roadway protection through the use of concrete, which will provide more stability than the current asphalt that is prone to wash-out
- Grouted boulder drop structures to dissipate and deflect flow away from the banks to prevent erosion
- Riprap to provide bank and slope protection

This project will be delivered using the design-bid-build method. The anticipated project schedule is:

- Finalize all engineering/design, & environmental clearances: October 2025
- Finalize right-of-way/ easement acquisition: December 2025
- Issue RFP for construction: January 2026
- Contractor under contract: February 2026
- Construction start date: March 2026
- Construction end date: December 2027

Cost

The City estimates the project to cost approximately $14,300,000. The City has secured $3,500,000 in non-federal funding to support the project.

PROTECT Discretionary Grant Program: $10,800,000
Non-Federal Funds: $3,500,000

If approved for Advanced Construction, the City will fund consultant design services using the local match and will seek reimbursement using the 75.5/24.5 split after execution of the grant agreement.

Risks

The non-federal funds are included in the City's current 2024 budget. Additional funds may be required if the project continues to be delayed from starting construction. Both East 56th Avenue and Hudson Road have been closed since June 2023 and continued storms may worsen the condition of the area as erosion continues.

Justification

The grant application includes money for environmental/design and for easement/ROW acquisition. The City wants to complete these tasks and issue the project for construction as soon as possible to reopen the damaged roads and limit the financial risk from inflation and construction cost increases that could threaten the project.

For questions regarding the FMIS authorization or funding sources, please contact Eric.Ehrbar@state.co.us
For questions regarding the project scope or estimate, please contact CValenci@auroragov.org

EXHIBIT B

SAMPLE IGA OPTION LETTER

Date	State Fiscal Year	Option Letter No.
Project Code	**Original Agreement #**	

Vendor Name:

Option to unilaterally add phasing to include Design, Construction, Environmental, Utilities, ROW incidentals or Miscellaneous and to update encumbrance amount(s).

Option to unilaterally transfer funds from one phase to another phase.

Option to unilaterally add phasing to include Design, Construction, Environmental, Utilities, ROW incidentals or Miscellaneous, to update encumbrance amount(s), and to unilaterally transfer funds from one phase to another phase.

Option to unilaterally extend the term of this Agreement and/or update a Work Phase Performance Period and/or modify OMB Guidance.

Option A

In accordance with the terms of the original Agreement between the State of Colorado, Department of Transportation and the Local Agency, the State hereby exercises the option to authorize the Local Agency to add a phase and to encumber funds for the phase based on changes in funding availability and authorization. The total encumbrance is (or increased) by $0.00. A new **Exhibit C-1** is made part of the original Agreement and replaces **Exhibit C**.

Option B

In accordance with the terms of the original Agreement between the State of Colorado, Department of Transportation and the Local Agency, the State hereby exercises the option to transfer funds based on variance in actual phase costs and original phase estimates. A new **Exhibit C-1** is made part of the original Agreement and replaces **Exhibit C**.

Option C

In accordance with the terms of the original Agreement between the State of Colorado, Department of Transportation and the Local Agency, the State hereby exercises the option to 1) release the Local Agency to begin a phase; 2) to encumber funds for the phase based upon changes in funding availability and authorization; and 3) to transfer funds from phases based on variance in actual phase costs and

original phase estimates. A new **Exhibit C-1** is made part of the original Agreement and replaces **Exhibit C**.

Option D

In accordance with the terms of the original Agreement between the State of Colorado, Department of Transportation and the Local Agency, the State hereby exercises the option extend the term of this Agreement and/or update a Work Phase Performance Period and/or modify information required under the OMB Uniform Guidance, as outlined in **Exhibit C**. This is made part of the original Agreement and replaces the Expiration Date shown on the Signature and Cover Page. Any updated version of **Exhibit C** shall be attached to any executed Option Letter as **Exhibit C-1** (with subsequent exhibits labeled **C-2**, **C-3**, etc.).

The effective date of this option letter is upon approval of the State Controller or delegate.

STATE OF COLORADO
Jared S. Polis
Department of Transportation

By:_____
Keith Stefanik, P.E., Chief Engineer
(For) Shoshana M. Lew, Executive Director

Date: _____

ALL AGREEMENTS MUST BE APPROVED BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State Agreements. This Agreement is not valid until signed and dated below by the State Controller or delegate. Contractor is not authorized to begin performance until such time. If the Local Agency begins performing prior thereto, the State of Colorado is not obligated to pay the Local Agency for such performance or for any goods and/or services provided hereunder.

STATE OF COLORADO
STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: _____
Colorado Department of Transportation

Date:_____

EXHIBIT C - FUNDING PROVISIONS

City of Aurora - PRT M055-073 (26394)

A. Cost of Work Estimate

The Local Agency has estimated the total cost of the Work to be $14,300,000.00, which is to be funded as follows:

1. FUNDING

a.	Federal Funds (*75.5% of DIS- Protect Grant Award*)	$10,800,000.00
b.	Local Agency Funds (*24.5% of DIS- Protect Grant Award*)	$3,500,000.00
	TOTAL FUNDS ALL SOURCES	**$14,300,000.00**

2. OMB UNIFORM GUIDANCE

a.	Federal Award Identification Number (FAIN):	TBD
b.	Name of Federal Awarding Agency:	FHWA
c.	Local Agency Unique Entity Identifier	KVZATDBDECG8
d.	Assistance Listing # Highway Planning and Construction	ALN 20.205
e.	Is the Award for R&D?	No
f.	Indirect Cost Rate (if applicable)	N/A
g.	Amount of Federal Funds Obligated by this Action:	$0.00
h.	Amount of Federal Funds Obligated to Date (including this Action):	$0.00

3. ESTIMATED PAYMENT TO LOCAL AGENCY

a.	Federal Funds Budgeted	**$10,800,000.00**
b.	Less Estimated Federal Share of CDOT-Incurred Costs	$0.00

TOTAL ESTIMATED PAYMENT TO LOCAL AGENCY	**75.5%**	**$10,800,000.00**
TOTAL ESTIMATED FUNDING BY LOCAL AGENCY	**24.5%**	**$3,500,000.00**
TOTAL PROJECT ESTIMATED FUNDING	**100.0%**	**$14,300,000.00**

4. FOR CDOT ENCUMBRANCE PURPOSES

a.	Total Encumbrance Amount (Federal funds + Local Agency funds)	$14,300,000.00
b.	Less ROW Acquisition 3111 and/or ROW Relocation 3109	$0.00
	NET TO BE ENCUMBERED BY CDOT IS AS FOLLOWS	**$14,300,000.00**

Note: No funds are currently available. Design and Construction funds will become available after execution of an Option letter (Exhibit B) or formal Amendment.

WBS Element 26394.10.30	Performance Period Start*/End Date TBD-TBD	Design 3020	$0.00
WBS Element 26394.20.10	Performance Period Start*/End Date TBD- TBD	Const. 3301	$0.00

*The Local Agency should not begin work until all three (3) of the following are in place: 1) Phase Performance Period Start Date; 2) the execution of the document encumbering funds for the respective phase; and 3) Local Agency receipt of the official Notice to Proceed. Any work performed before these three (3) milestones are achieved will not be reimbursable.

B. Funding Ratios

The funding ratio for the federal funds for this Work is 75.5% federal funds to 24.5% Local Agency funds, and this ratio applies only to the $14,300,000.00 that is eligible for federal funding. All other costs are borne by the Local Agency at 100%. If the total cost of performance of the Work exceeds $14,300,000.00, and additional federal funds are not available, the Local Agency shall pay all such excess costs. If the

total cost of performance of the Work is less than $14,300,000.00, then the amounts of Local Agency and federal funds will be decreased in accordance with the funding ratio described in **A1**. **This applies to the entire scope of Work.**

C. Maximum Amount Payable

The maximum amount payable to the Local Agency under this Agreement shall be $10,800,000.00. For CDOT accounting purposes, the federal funds $10,800,000.00 and the Local Agency funds of $3,500,000.00 will be encumbered for a total encumbrance of $14,300,000.00, unless this amount is increased by an executed amendment before any increased cost is incurred. The total budget is $14,300,000.00, unless this amount is increased by an executed amendment before any increased cost is incurred. The total cost of the Work is the best estimate available, based on the design data as approved at the time of execution of this Agreement, and that any cost is subject to revisions agreed to by the parties prior to bid and award. The maximum amount payable will be reduced without amendment when the actual amount of the Local Agency's awarded Agreement is less than the budgeted total of the federal funds and the Local Agency funds. The maximum amount payable will be reduced through the execution of an Option Letter as described in Section 7. E. of this contract. **This applies to the entire scope of Work.**

D. Single Audit Act Amendment

All state and local government and non-profit organizations receiving $750,000 or more from all funding sources defined as federal financial assistance for Single Audit Act Amendment purposes shall comply with the audit requirements of 2 CFR part 200, subpart F (Audit Requirements) see also, 49 CFR 18.20 through 18.26. The Single Audit Act Amendment requirements applicable to the Local Agency receiving federal funds are as follows:

i. **Expenditure less than $750,000**
If the Local Agency expends less than $750,000 in Federal funds (all federal sources, not just Highway funds) in its fiscal year then this requirement does not apply.

ii. **Expenditure of $750,000 or more-Highway Funds Only**
If the Local Agency expends $750,000 or more, in Federal funds, but only received federal Highway funds (Catalog of Federal Domestic Assistance, CFDA 20.205) then a program specific audit shall be performed. This audit will examine the "financial" procedures and processes for this program area.

iii. **Expenditure of $750,000 or more-Multiple Funding Sources**
If the Local Agency expends $750,000 or more in Federal funds, and the Federal funds are from multiple sources (FTA, HUD, NPS, etc.) then the Single Audit Act applies, which is an audit on the entire organization/entity.

iv. **Independent CPA**
Single Audit shall only be conducted by an independent CPA, not by an auditor on staff. An audit is an allowable direct or indirect cost.

EXHIBIT D

LOCAL AGENCY RESOLUTION (IF APPLICABLE)

Exhibit E-

Local Agency Contract Administration Checklist

COLORADO DEPARTMENT OF TRANSPORTATION

LOCAL AGENCY CONTRACT ADMINISTRATION CHECKLIST

Project No.	STIP No.	Project Code	Region
PRT M055-073	**SR17050**	26394	**R1**

Project Location	Date
Box Elder Creek- E 56th Ave and Hudson Road	10/15/2024

Project Description
Box Elder Creek- E 56th Ave and Hudson Road

Local Agency	Local Agency Project Manager
Aurora	Matt Cresto
CDOT Resident Engineer	**CDOT Project Manager**
Maria HajiHagee	Dessmund Prospero

INSTRUCTIONS:
This checklist shall be used to establish the contractual administrative responsibilities of the individual parties to this agreement. The checklist becomes an attachment to the Local Agency Agreement. Section numbers (NO.) correspond to the applicable chapters of the *CDOT Local Agency Desk Reference (Local Agency Manual).* LAWR numbers correspond to the applicable flowchart in the Local Agency Web Resource.

The checklist shall be prepared by placing an X under the responsible party, opposite each of the tasks. The X denotes the party responsible for initiating and executing the task. Only one responsible party should be selected. When neither CDOT nor the Local Agency is responsible for a task, not applicable (NA) shall be noted. In addition, # will denote that CDOT must concur or approve.

Tasks that will be performed by Headquarters staff are indicated with an X in the CDOT column under Responsible Party. The Regions, in accordance with established policies and procedures, will determine who will perform all other tasks that are the responsibility of CDOT.

The checklist shall be prepared by the CDOT Resident Engineer or the CDOT Project Manager, in cooperation with the Local Agency Project Manager, and submitted to the Region Program Engineer. If contract administration responsibilities change, the CDOT Resident Engineer, in cooperation with the Local Agency Project Manager, will prepare and distribute a revised checklist.

Note:
Failure to comply with applicable Federal and State requirements may result in the loss of Federal or State participation in funding.

LA WR	NO.	DESCRIPTION OF TASK	RESPONSIBLE PARTY	
			LA	CDOT
		TIP / STIP AND LONG-RANGE PLANS		
	2.1	Review Project to ensure it is consistent with Statewide Plan and amendments thereto		x
		FEDERAL FUNDING OBLIGATION AND AUTHORIZATION		
	4.1	Authorize funding by phases (Requires FHWA concurrence/involvement if Federal-aid Highway funded project.). *Please write in "NA", if Not Applicable.*		x
		PROJECT DEVELOPMENT		
1	5.1	Prepare Design Data - CDOT Form 463	x	
	5.2	Determine Delivery Method	x	#
	5.3	Prepare Local Agency/CDOT Inter-Governmental Agreement (see also Chapter 3)		x
2	5.4	Conduct Consultant Selection/Execute Consultant Agreement • Project Development • Construction Contract Administration (including Fabrication Inspection Services)	 x x	 # #
3,3A	5.5	Conduct Design Scoping Review Meeting	x	x
3,6	5.6	Conduct Public Involvement	x	

LA WR	NO.	DESCRIPTION OF TASK	RESPONSIBLE PARTY LA	CDOT
3	5.7	Conduct Field Inspection Review (FIR)	x	#
4	5.8	Conduct Environmental Processes (may require FHWA concurrence/involvement)	x	#
5	5.9	Acquire Right-of-Way (may require FHWA concurrence/involvement)	x	#
3	5.10	Obtain Utility and Railroad Agreements	x	#
3	5.11	Conduct Final Office Review (FOR)	x	#
3A	5.12	Justify Force Account Work by the Local Agency	x	#
3B	5.13	Justify Proprietary, Sole Source, or Local Agency Furnished Items	x	#
3	5.14	Document Design Exceptions - CDOT Form 464	x	#
	5.15	Seek Permission for use of Guaranty and Warranty Clauses (Must be included as a project special)	x	#
3	5.18	Prepare Plans, Specifications, Construction Cost Estimates and Submittals	x	
	5.19	Comply with Requirements for Off-and On-System Bridges & Other Structural Work	x	#
	5.20	Update Approvals on PS&E Package if Project Schedule Delayed	x	#
	5.21	Ensure Authorization of Funds for Construction		x
	5.22	Use Electronic Signatures	x	
	5.23	File Project Development Records/Documentation in ProjectWise		x
	PROJECT DEVELOPMENT CIVIL RIGHTS AND LABOR COMPLIANCE			
3	6.1	Set Disadvantaged Business Enterprise (DBE) Goals for Consultant and Construction Contracts (CDOT Region Civil Rights Office).		x
	6.2	Determine Applicability of Davis-Bacon Act This project ☐ is ☒ is not exempt from Davis-Bacon requirements as determined by the functional classification of the project location (Projects located on local roads and rural minor collectors may be exempt.) **Dessmund Prospero** **4/17/2024** CDOT Design Project Manager Date		x
	6.3	Set On-the-Job Training Goals (CDOT Region Civil Rights Office) *"NA", if Not Applicable*		x
	6.4	Enforce Prompt Payment Requirements	x	x
	6.5	Use Electronic Tracking and Submission Systems – B2GNow ☒ LCPtracker ☒	x	
3	6.6	Prepare/submit Title VI Plan and Incorporate Title VI Assurances	x	
6,7		Ensure the correct Federal Wage Decision, all required Disadvantaged Business Enterprise/On-the-Job Training special provisions and FHWA Form 1273 are included in the Contract (CDOT Resident Engineer)	x	#
	ADVERTISE, BID AND AWARD of CONSTRUCTION PROJECTS Federal Project (use 7.1 series in Chapter 7) ☒ Non-Federal Project (Use 7.2 series in Chapter 7) ☐			
6,7		Obtain Approval for Advertisement Period of Less Than Three Weeks;	x	#
7		Advertise for Bids	x	#
7		Concurrence to Advertise		x
7		Distribute "Advertisement Set" of Plans and Specifications	x	
7		Review Worksite & Plan Details w/ Prospective Bidders While Project Is Under Ad	x	
7		Open Bids	x	
7		Process Bids for Compliance		
		Check CDOT Form 1415 – Commitment Confirmation when the low bidder meets DBE goals. (*Please write in "NA", if Not Applicable)*		x
		Evaluate CDOT Form 1416 - Good Faith Effort Report and determine if the Contractor has made a good faith effort when the low bidder does not meet DBE goals. *"NA", if Not Applicable.*		x
		Submit required documentation for CDOT award concurrence	x	
		Concurrence from CDOT to Award		x

		Approve Rejection of Low Bidder		**x**
7,8		Award Contract (federal)	**x**	#

LA WR	NO.	DESCRIPTION OF TASK	RESPONSIBLE PARTY LA	CDOT
8		Provide "Award" and "Record" Sets of Plans and Specifications (federal)	**x**	#
	CONSTRUCTION MANAGEMENT			
8	Intro	File Project Construction Records/Documentation in ProjectWise or as directed	**x**	
8	8.1	Issue Notice to Proceed to the Contractor	**x**	#
8	8.2	Project Safety	**x**	
8	8.3	Conduct Conferences:		
		Pre-construction Conference (Appendix B) • Fabrication Inspection Notifications **(Structures)**	**x**	#
		Pre-survey • Construction staking • Monumentation	**x** **x**	
		Partnering (Optional)	N/A	N/A
		Structural Concrete Pre-Pour (Agenda is in *CDOT Construction Manual)*	**x**	
		Concrete Pavement Pre-Paving (Agenda is in *CDOT Construction Manual)*	**x**	
		HMA Pre-Paving (Agenda is in *CDOT Construction Manual)*	**x**	
8	8.4	Develop and distribute Public Notice of Planned Construction to media and local residents	**x**	
9	8.5	Supervise Construction		
		A Professional Engineer (PE) registered in Colorado, who will be "in responsible charge of construction supervision." **Matt Cresto** **303-739-7860** Local Agency Professional Engineer Phone number	**x**	
		Provide competent, experienced staff who will ensure the Contract work is constructed in accordance with the plans and specifications	**x**	
		Construction inspection and documentation (including projects with structures)	**x**	
		Fabrication Inspection and documentation	**x**	#
9	8.6	Review and Approve Shop Drawings	**x**	#
9	8.7	Perform Traffic Control Inspections	**x**	#
9	8.8	Perform Construction Surveying	**x**	
9	8.9	Monument Right-of-Way	**x**	
9,9A	8.10	Prepare and Approve Interim and Final Contractor Pay Estimates. Collect and review CDOT Form 1418 (or equivalent) or use compliance software system. Provide the name and phone number of the person authorized for this task. **Matt Cresto** **303-739-7860** Local Agency Representative Phone number	**x**	#
9	8.11	Prepare and Approve Interim and Final Utility and Railroad Billings	**x**	#
9B	8.12	Prepare and Authorize Change Orders	**x**	**x**
9B	8.13	Submit Change Order Package to CDOT	**x**	
9A	8.14	Prepare Local Agency Reimbursement Requests	**x**	
9	8.15	Monitor Project Financial Status	**x**	#
9	8.16	Prepare and Submit Monthly Progress Reports	**x**	#
9	8.17	Resolve Contractor Claims and Disputes (No Federal Funds used for claims)	**x**	

	8.18	Conduct Routine and Random Project Reviews Provide the name and phone number of the person responsible for this task. **Andrea Hebard** **andrea.hebard@state.co.us** CDOT Construction Project Manager Email Address		**x**
9	8.19	**Ongoing Oversight of DBE Participation**	**x**	

LA WR	NO.	DESCRIPTION OF TASK	RESPONSIBLE PARTY LA	CDOT
	MATERIALS			
9,9C	9.1	Discuss Materials at Pre-Construction Meeting • Buy America documentation required prior to installation of steel	**x** **x**	**x** #
9,9C	9.2	Complete CDOT Form 250 - Materials Documentation Record • Generate form, which includes determining the minimum number of required tests and applicable material submittals for all materials placed on the project • Update the form as work progresses • Complete and distribute form after work is completed	**x** **x** **x**	# **x**
9C	9.3	Perform Project Acceptance Samples and Tests	**x**	
9C	9.4	Perform Laboratory Acceptance Tests	**x**	
9C	9.6	Accept Manufactured Products Inspection of structural components: • Fabrication of structural steel and pre-stressed concrete structural components • Bridge modular expansion devices (0" to 6" or greater) • Fabrication of bearing devices	 **x** **x** **x**	 # # #
9C	9.6	Approve Sources of Materials	**x**	#
9C	9.7	Independent Assurance Testing (IAT) Local Agency Procedures ☐ CDOT Procedures ☒ • Generate IAT schedule • Schedule and provide notification • Conduct IAT	 **x** **x**	 **x**
9C	9.8	Approve mix designs **On-system requires CDOT Approval** • Concrete • Hot mix asphalt	 **x** **x**	
9C	9.9	Check Final Materials Documentation	**x**	#
9C	9.10	Complete and Distribute Final Materials Documentation	**x**	#
	CONSTRUCTION CIVIL RIGHTS AND LABOR COMPLIANCE			
9	10.1	Fulfill Project Bulletin Board and Pre-Construction Packet Requirements	**x**	
8,9	10.2	Process CDOT Form 205 - Sublet Permit Application and CDOT Form 1425 – Supplier Application Approval Request. Review & sign completed forms, or review/approve in compliance software system, as applicable, & submit to Region Civil Rights Office.	**x**	#
9	10.3	Conduct Equal Employment Opportunity and Labor Compliance Verification Employee Interviews. Complete CDOT Form 280	**x**	
9	10.4	Monitor Disadvantaged Business Enterprise Participation to Ensure Compliance with the "Commercially Useful Function" Requirements	**x**	
9	10.5	Conduct Interviews When Project Utilizes On-the-Job Trainees. • Complete CDOT Form 1337 – Contractor Commitment to Meet OJT Requirements. • Complete CDOT Form 838 – OJT Trainee / Apprentice Record. • Complete CDOT Form 200 - OJT Training Questionnaire	 **x**	
9	10.6	Check Certified Payrolls (Contact the Region Civil Rights Office for training reqmts.)	**x**	
9	10.7	Submit FHWA Form 1391 - Highway Construction Contractor's Annual EEO Report	**x**	

	10.8	Contract Compliance and Project Site Reviews	x	#
	FINALS			
	11.1	Conduct Final Project Inspection & Final Inspection of Structures, if applicable	x	#
10	11.2	Write Final Project Acceptance Letter	x	
10	11.3	Advertise for Final Settlement	x	
11	11.4	Prepare and Distribute Final As-Constructed Plans	x	
11	11.5	Prepare EEO Certification and Collect EEO Forms	x	
11	11.6	**Check Final Quantities, Plans, and Pay Estimate; Check Project Documentation; and submit Final Certifications**	x	

LA WK	NO.	DESCRIPTION OF TASK	RESPONSIBLE PARTY LA	CDOT
11	11.7	Check Material Documentation and Accept Final Material Certification (See Chapter 9)	x	x
	11.8	Review CDOT Form 1419		x
	11.9	Submit CDOT Professional Services Closeout Report Form	x	
	11.10	Complete and Submit CDOT Form 1212 LA – Final Acceptance Report (by CDOT)	x	#
11	11.11	Process Final Payment	x	
	11.12	Close out Local Project	x	x
	11.13	Complete and Submit CDOT Form 950 - Project Closure		x
11	11.14	Retain Project Records	x	x
11	11.15	Retain Final Version of Local Agency Contract Administration Checklist	x	x

cc: CDOT Resident Engineer/Project Manager
CDOT Region Program Engineer
CDOT Region Civil Rights Office
CDOT Region Materials Engineer
CDOT Contracts and Market Analysis Branch
Local Agency Project Manager

EXHIBIT F

CERTIFICATION FOR FEDERAL-AID CONTRACTS

The Local Agency certifies, by signing this Agreement, to the best of its knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer oremployee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, Agreement, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer of Congress, or an employee of a Member of Congress in connection with this Federalcontract, Agreement, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such sub-recipients shall certify and disclose accordingly.

EXHIBIT G

DISADVANTAGED BUSINESS ENTERPRISES

SECTION 1. Policy

It is the policy of the Colorado Department of Transportation (CDOT) that Disadvantaged Business Enterprises (DBEs) shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement, pursuant to 49 CFR Part 26. Accordingly, CDOT's federally approved DBE Program Plan shall apply to this agreement.

SECTION 2. Subrecipient and Participant Obligation.

The Local Agency and its subrecipients agrees to ensure that DBEs certified through the Colorado Unified Certification Program have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement.

All participants on contracts and subcontracts financed in whole or in part with Federal funds provided under this Agreement shall take all necessary and reasonable steps in accordance with the CDOT's federally approved DBE Program Plan to ensure that DBEs have the maximum opportunity to compete for and perform contracts.

Local Agency subrecipients and their contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of CDOT and federally assisted contracts.

SECTION 3. DBE Program.

The Local Agency subrecipient shall be responsible for complying with CDOT's FHWA-approved DBE Program Plan.

Local Agency requirements can be found at:

https://www.codot.gov/business/civilrights

EXHIBIT H

LOCAL AGENCY PROCEDURES FOR CONSULTANT SERVICES

Title 23 Code of Federal Regulations (CFR) 172 applies to a federally funded Local Agency project agreement administered by CDOT that involves professional consultant services. 23 CFR 172.1 states “The policies and procedures involve federally funded contracts for engineering and design related services for projects subject to the provisions of 23 U.S.C. 112(a) and are issued to ensure that a qualified consultant is obtained through an equitable selection process, that prescribed work is properly accomplished in a timely manner, and at fair and reasonable cost” and according to 23 CFR 172.5 “Price shall not be used as a factor in the analysis and selection phase.” Therefore, local agencies must comply with these CFR requirements when obtaining professional consultant services under a federally funded consultant contract administered by CDOT.

CDOT has formulated its procedures in Procedural Directive (P.D.) 400.1 and the related operations guidebook titled "Obtaining Professional Consultant Services". This directive and guidebook incorporate requirements from both Federal and State regulations, i.e., 23 CFR 172 and CRS §24-30-1401 et seq. Copies of the directive and the guidebook may be obtained upon request from CDOT's Agreements and Consultant Management Unit. [Local agencies should have their own written procedures on file for each method of procurement that addresses the items in 23 CFR 172].

Because the procedures and laws described in the Procedural Directive and the guidebook are quite lengthy, the subsequent steps serve as a short-hand guide to CDOT procedures that a Local Agency must follow in obtaining professional consultant services. This guidance follows the format of 23 CFR 172. The steps are:

1. The contracting Local Agency shall document the need for obtaining professional services.

2. Prior to solicitation for consultant services, the contracting Local Agency shall develop a detailed scope of work and a list of evaluation factors and their relative importance. The evaluation factors are those identified in C.R.S. 24-30-1403. Also, a detailed cost estimate should be prepared for use during negotiations.

3. The contracting agency must advertise for contracts in conformity with the requirements of C.R.S. 24-30- 1405. The public notice period, when such notice is required, is a minimum of 15 days prior to the selection of the three most qualified firms and the advertising should be done in one or more daily newspapers of general circulation.

4. The Local Agency shall not advertise any federal aid contract without prior review by the CDOT Regional Civil Rights Office (RCRO) to determine whether the contract shall be subject to a DBE contract goal. If

the RCRO determines a goal is necessary, then the Local Agency shall include the goal and the applicable provisions within the advertisement. The Local Agency shall not award a contract to any Contractor or Consultant without the confirmation by the CDOT Civil Rights and Business Resource Center that the Contractor or Consultant has demonstrated good faith efforts. The Local Agency shall work with the CDOT RCRO to ensure compliance with the established terms during the performance of the contract.

5. The Local Agency shall require that all contractors pay subcontractors for satisfactory performance of work no later than 30 days after the receipt of payment for that work from the contractor. For construction projects, this time period shall be reduced to seven days in accordance with Colorado Revised Statute 24-91-103(2). If the Local Agency withholds retainage from contractors and/or allows contractors to withhold retainage from subcontractors, such retainage provisions must comply with 49 CFR 26.29.

6. Payments to all Subconsultants shall be made within thirty days of receipt of payment from [the Local Agency] or no later than ninety days from the date of the submission of a complete invoice from the Subconsultant, whichever occurs first. If the Consultant has good cause to dispute an amount invoiced by a Subconsultant, the Consultant shall notify [the Local Agency] no later than the required date for payment. Such notification shall include the amount disputed and justification for the withholding. The Consultant shall maintain records of payment that show amounts paid to all Subconsultants. Good cause does not include the Consultant's failure to submit an invoice to the Local Agency or to deposit payments made.

7. The analysis and selection of the consultants shall be done in accordance with CRS §24-30-1403. This section of the regulation identifies the criteria to be used in the evaluation of CDOT pre-qualified prime consultants and their team. It also shows which criteria are used to short-list and to make a final selection.

The short-list is based on the following evaluation factors:

a. Qualifications,

b. Approach to the Work,

c. Ability to furnish professional services.

d. Anticipated design concepts, and

e. Alternative methods of approach for furnishing the professional services.

Evaluation factors for final selection are the consultant's:

a. Abilities of their personnel,

b. Past performance,

c. Willingness to meet the time and budget requirement,

d. Location,

e. Current and projected work load,

f. Volume of previously awarded contracts, and

g. Involvement of minority consultants.

8. Once a consultant is selected, the Local Agency enters into negotiations with the consultant to obtain a fair and reasonable price for the anticipated work. Pre-negotiation audits are prepared for contracts expected to be greater than $50,000. Federal reimbursements for costs are limited to those costs allowable under the cost principles of 48 CFR 31. Fixed fees (profit) are determined with consideration given to size, complexity, duration, and degree of risk involved in the work. Profit is in the range of six to 15 percent of the total direct and indirect costs.

9. A qualified Local Agency employee shall be responsible and in charge of the Work to ensure that the workbeing pursued is complete, accurate, and consistent with the terms, conditions, and specifications of the contract. At the end of Work, the Local Agency prepares a performance evaluation (a CDOT form is available) on the consultant.

CRS §§24-30-1401 THROUGH 24-30-1408, 23 CFR PART 172, AND P.D. 400.1, PROVIDE ADDITIONALDETAILS FOR COMPLYING WITH THE PRECEEDING EIGHT (8) STEPS.

EXHIBIT I

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

I. General
II. Nondiscrimination
III. Non-segregated Facilities
IV. Davis-Bacon and Related Act Provisions
V. Contract Work Hours and Safety Standards Act Provisions
VI. Subletting or Assigning the Contract
VII. Safety: Accident Prevention
VIII. False Statements Concerning Highway Projects
IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
XI. Certification Regarding Use of Contract Funds for Lobbying
XII. Use of United States-Flag Vessels:

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding $10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (*see* 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

> "It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:
(1) Withholding monthly progress payments;
(2) Assessing sanctions;
(3) Liquidated damages; and/or
(4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than $10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 “Contract provisions and related matters” with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided,* That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH–1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

(ii) The classification is used in the area by the construction industry; and

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. *Conformance.* (1) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is used in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to *DBAconformance@dol.gov*. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(4) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to *DBAconformance@dol.gov*, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

d. *Fringe benefits not expressed as an hourly rate.* Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

e. *Unfunded plans.* If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided,* That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph

2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its reprocurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

3. Records and certified payrolls (29 CFR 5.5)

a. *Basic record requirements* (1) *Length of record retention.* All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) *Information required.* Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) *Additional records relating to fringe benefits.* Whenever the Secretary of Labor has found under paragraph 1.e. of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(4) *Additional records relating to apprenticeship.* Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. *Certified payroll requirements* (1) *Frequency and method of submission.* The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) *Information required.* The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (*e.g.,* the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH–347 or in any other format desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division website at *https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347/.pdf* or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) *Statement of Compliance.* Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

(ii) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3; and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(4) *Use of Optional Form WH–347.* The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(3) of this section.

(5) *Signature.* The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification.* The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.

(7) *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents.* The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access* (1) *Required record disclosures and access to workers.* The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements.* If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity (29 CFR 5.5)

a. *Apprentices* (1) *Rate of pay.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits.* Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio.* The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates.* Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity.* The use of apprentices and journeyworkers under this part must be in conformity with

the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

c. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeyworkers shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility. a. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001.

11. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or 29 CFR part 1 or 3; or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or 29 CFR part 1 or 3.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchpersons and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or

mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.

* $31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

3. Withholding for unpaid wages and liquidated damages

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its reprocurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

4. Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

d. Informing any other person about their rights under CWHSSA or this part.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term “perform work with its own organization” in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of $150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1**. Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. “First Tier Covered Transactions” refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

* * * * *

3. **Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. “First Tier Covered Transactions” refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily

excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

* * * * *

4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, ‘on-board’ commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)
This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

EXHIBIT J

ADDITIONAL FEDERAL REQUIREMENTS

Federal laws and regulations that may be applicable to the Work include:

Executive Order 11246

Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967 and as supplemented in Department of Labor regulations (41 CFRChapter 60) (All construction contracts awarded in excess of $10,000 by the Local Agencies and their contractors or the Local Agencies).

Copeland "Anti-Kickback" Act

The Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29CFR Part 3) (All contracts and sub-Agreements for construction or repair).

Davis-Bacon Act

The Davis-Bacon Act (40 U.S.C. 276a to a-7) as supplemented by Department of Labor regulations (29 CFRPart 5) (Construction contracts in excess of $2,000 awarded by the Local Agencies and the Local Agencies when required by Federal Agreement program legislation. This act requires that all laborers and mechanics employed by contractors or sub-contractors to work on construction projects financed by federal assistance must be paid wages not less than those established for the locality of the project by the Secretary of Labor).

Contract Work Hours and Safety Standards Act

Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5). (Construction contracts awarded by the Local Agency's in excess of $2,000, and in excess of $2,500 for other contracts which involve the employmentof mechanics or laborers).

Clean Air Act

Standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368). Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15) (contracts, subcontracts, and sub-Agreements of amounts more than $100,000).

Energy Policy and Conservation Act

Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).

OMB Circulars

Office of Management and Budget Circulars A-87, A-21 or A-122, and A-102 or A-110, whichever is applicable.

Hatch Act

The Hatch Act (5 USC 1501-1508) and Public Law 95-454 Section 4728. These statutes state that federal funds cannot be used for partisan political purposes of any kind by any person or organization involved in the administration of federally assisted programs.

Nondiscrimination

The Local Agency shall not exclude from participation in, deny the benefits of, or subject to discrimination any person in the United States on the ground of race, color national origin, sex, age or disability. Prior to thereceipt of any Federal financial assistance from CDOT, the Local Agency shall execute the attached StandardDOT Title VI assurance. As appropriate, the Local Agency shall include Appendix A, B, or C to the StandardDOT Title VI assurance

in any contract utilizing federal funds, land, or other aid. The Local Agency shall alsoinclude the following in all contract advertisements:

> *The [Local Agency], in accordance with the provisions of Title VI of the Civil Rights Actof 1964 (79 Stat. 252, 42 US.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifiesall bidders that it will affirmatively ensure that any contract entered into pursuant to thisadvertisement, DBEs will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for any award.*

ADA

In any contract utilizing federal funds, land, or other federal aid, the Local Agency shall require the federal- aid recipient or contractor to provide a statement of written assurance that they will comply with Section 504and not discriminate on the basis of disability.

Uniform Relocation Assistance and Real Property Acquisition Policies Act

The Uniform Relocation Assistance and Real Property Acquisition Policies Act, as amended (Public Law 91- 646, as amended and Public Law 100-17, 101 Stat. 246-256). (If the contractor is acquiring real property and displacing households or businesses in the performance of the Agreement).

Drug-Free Workplace Act

The Drug-Free Workplace Act (Public Law 100-690 Title V, subtitle D, 41 USC 701 et seq.).

Age Discrimination Act of 1975

The Age Discrimination Act of 1975, 42 U.S.C. Sections 6101 et. seq. and its implementing regulation, 45

C.F.R. Part 91; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794, as amended, and implementingregulation 45 C.F.R. Part 84.

23 C.F.R. Part 172

23 C.F.R. Part 172, concerning "Administration of Engineering and Design Related Contracts".

23 C.F.R Part 633

23 C.F.R Part 633, concerning "Required Contract Provisions for Federal-Aid Construction Contracts".

23 C.F.R. Part 635

23 C.F.R. Part 635, concerning "Construction and Maintenance Provisions".

Title VI of the Civil Rights Act of 1964 and 162(a) of the Federal Aid Highway Act of 1973

Title VI of the Civil Rights Act of 1964 and 162(a) of the Federal Aid Highway Act of 1973. The requirements for which are shown in the Nondiscrimination Provisions, which are attached hereto and made a part hereof.

Nondiscrimination Provisions:

In compliance with Title VI of the Civil Rights Act of 1964 and with Section 162(a) of the Federal AidHighway Act of 1973, the Contractor, for itself, its assignees, and successors in interest, agree as follows:

i. **Compliance with Regulations**

The Contractor will comply with the Regulations of the Department of Transportation relative to nondiscrimination in Federally assisted programs of the Department of Transportation (Title 49, Codeof Federal Regulations, Part 21, hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this Agreement.

ii. **Nondiscrimination**

The Contractor, with regard to the work performed by it after award and prior to

completion of the contract work, will not discriminate on the ground of race, color, sex, mental or physical handicap or national origin in the selection and retention of Subcontractors, including procurement of materials and leases of equipment. The Contractor will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix C of the Regulations.

iii. **Solicitations for Subcontracts, Including Procurement of Materials and Equipment**

In all solicitations either by competitive bidding or negotiation made by the Contractor for work to beperformed under a subcontract, including procurement of materials or equipment, each potential Subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Agreement and the Regulations relative to nondiscrimination on the ground of race, color, sex, mentalor physical handicap or national origin.

iv. **Information and Reports**

The Contractor will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto and will permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of the Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the State, or the FHWA as appropriate and shall set forthwhat efforts have been made to obtain the information.

v. **Sanctions for Noncompliance**

In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Agreement, the State shall impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to: **a.** Withholding of payments to the Contractor under the contract until the Contractor complies, and/or **b.** Cancellation, termination or suspension of the contract, in whole or in part.

Incorporation of Provisions §22

The Contractor will include the provisions of this Exhibit J in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, orders, or instructions issued pursuant thereto. The Contractor will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance; provided,however, that, in the event the Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or supplier as a result of such direction, the Contractor may request the State to enter into such litigation to protect the interest of the State and in addition, the Contractor may request the FHWA to enter into such litigation to protect the interests of the United States.

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SAMPLE

The United States Department of Transportation (USDOT) Standard Title VI/Non-Discrimination

Assurances for Local Agencies

DOT Order No. 1050.2A

The [Local Agency] (herein referred to as the "Recipient"), **HEREBY AGREES THAT**, as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation (DOT), through the Colorado Department of Transportation and the Federal Highway Administration (FHWA), Federal Transit Administration (FTA), and Federal Aviation Administration (FAA), is subject to and will comply with the following:

Statutory/Regulatory Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 C.F.R. Part 21 (entitled Non-discrimination In Federally-Assisted Programs Of The Department Of Transportation-Effectuation Of Title VI Of The Civil Rights Act Of 1964);
- 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

The preceding statutory and regulatory cites hereinafter are referred to as the "Acts" and "Regulations," respectively.

General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

> *"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, "for which the Recipient receives Federal financial assistance from DOT, including the FHWA, FTA, or FAA.*

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Non-discrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these non- discrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

Specific Assurances

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted FHWA, FTA, and FAA assisted programs:

1. The Recipient agrees that each "activity," "facility," or "program," as defined in §§ 21.23(b) and 21.23(e) of 49 C.F.R. § 21 will be (with regard to an "activity") facilitated or will be (with regard to a "facility") operated or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Recipient will insert the following notification in all solicitations for bids, Requests for Proposals for work, or material subject to the Acts and the Regulations made in connection with all FHWA, FTA and FAA programs and, in adapted form, in all proposals for negotiated agreements regardless of funding source:
3. "The [Local Agency] in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 US.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity

4. to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."
5. The Recipient will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations.

6. The Recipient will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.

7. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.

8. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.

9. That the Recipient will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:

    a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
    b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

10. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:

    a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
    b. the period during which the Recipient retains ownership or possession of the property.

11. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.

12. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the [Local Agency] also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing the FHWA, FTA, and FAA's access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigationsconducted by CDOT, FHWA, FTA, or FAA. You must keep records, reports, and submit the material for review

upon request to CDOT, FHWA, FTA, or FAA, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

[Local Agency] gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the FHWA, FTA, and FAA. This ASSURANCE is binding on [Local Agency], other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the FHWA, FTA, and FAA funded programs. The person(s) signing below is authorized to sign this ASSURANCE on behalf of the Recipient.

_____

(***Name of Recipient***)

by_____

(***Signature of Authorized Official***)

DATED_____

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations**: The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, FHWA, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Non-discrimination**: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment**: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

4. **Information and Reports**: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the [Local Agency], CDOT or FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the [Local Agency], CDOT or FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance**: In the event of a contractor's noncompliance with the non-discrimination provisions of this contract, the [Local Agency] will impose such contract sanctions as it, CDOT or FHWA may determine to be appropriate, including, but not limited to:

    a. withholding payments to the contractor under the contract until the contractor complies; and/or
    b. cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions**: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the [Local Agency], CDOT or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the [Local Agency] will accept title to the lands and maintain the project constructed thereon in accordance with (***Name of Appropriate Legislative Authority***), the Regulations for the Administration of (***Name of Appropriate Program***), and the policies and procedures prescribed by the FHWA of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the [Local Agency] all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto [Local Agency] and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the [Local Agency] its successors and assigns.

The [Local Agency], in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the [Local Agency] will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended [, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the [Local Agency] pursuant to the provisions of Assurance 7(a):

A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:

    1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, [Local Agency] will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued. *

C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the [Local Agency] will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the [Local Agency] and its assigns. *

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX D

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by [Local Agency] pursuant to the provisions of Assurance 7(b):

A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.

B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non- discrimination covenants, [Local Agency] will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued. *

C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, [Local Agency] will there upon revert to and vest in and become the absolute property of [Local Agency] of Transportation and its assigns. *

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination onthe basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601),(prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis ofsex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on thebasis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, orsex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability ofTitle VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all ofthe programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation,and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

EXHIBIT K

FFATA SUPPLEMENTAL FEDERAL PROVISIONS

State of Colorado Supplemental Provisions for
Federally Funded Contracts, Grants, and Purchase Orders
Subject to
The Federal Funding Accountability and Transparency Act of 2006 (FFATA),
As Amended
Revised as of 3-20-13

The contract, grant, or purchase order to which these Supplemental Provisions are attached has been funded, in whole or in part, with an Award of Federal funds. In the event of a conflict between the provisions of these Supplemental Provisions, the Special Provisions, the contract or any attachments or exhibits incorporated into and made a part of the contract, the provisions of these Supplemental Provisions shall control.

1. **Definitions.** For the purposes of these Supplemental Provisions, the following terms shall have the meanings ascribed to them below.

   1.1. **"Award"** means an award of Federal financial assistance that a non-Federal Entity receives or administers in the form of:

      1.1.1. Grants;
      1.1.2. Contracts;
      1.1.3. Cooperative agreements, which do not include cooperative research and development agreements (CRDA) pursuant to the Federal Technology Transfer Act of 1986, as amended (15 U.S.C. 3710);
      1.1.4. Loans;
      1.1.5. Loan Guarantees;
      1.1.6. Subsidies;
      1.1.7. Insurance;
      1.1.8. Food commodities;
      1.1.9. Direct appropriations;
      1.1.10. Assessed and voluntary contributions; and
      1.1.11. Other financial assistance transactions that authorize the expenditure of Federal funds by non-Federal Entities.

      Award ***does not*** include:

      1.1.12. Technical assistance, which provides services in lieu of money;
      1.1.13. A transfer of title to Federally-owned property provided in lieu of money; even if the award is called a grant;
      1.1.14. Any award classified for security purposes; or
      1.1.15. Any award funded in whole or in part with Recovery funds, as defined in section 1512 of the American Recovery and Reinvestment Act (ARRA) of 2009 (Public Law 111-5).

   1.2. **"Contract"** means the contract to which these Supplemental

Provisions are attached and includes all Award types in **§1.1.1** through **1.1.11** above.

1.3. **"Contractor"** means the party or parties to a Contract funded, in whole or in part, with Federal financial assistance, other than the Prime Recipient, and includes grantees, subgrantees, Subrecipients, and borrowers. For purposes of Transparency Act reporting, Contractor does not include Vendors.

1.4. **"Data Universal Numbering System (DUNS) Number"** means the nine-digit number established and assigned by Dun and Bradstreet, Inc. to uniquely identify a business entity. Dun and Bradstreet's website may be found at: http://fedgov.dnb.com/webform.

1.5. **"Entity"** means all of the following as defined at 2 CFR part 25, subpart C;

- **1.5.1.** A governmental organization, which is a State, local government, or Indian Tribe;
- **1.5.2.** A foreign public entity;
- **1.5.3.** A domestic or foreign non-profit organization;
- **1.5.4.** A domestic or foreign for-profit organization; and
- **1.5.5.** A Federal agency, but only a Subrecipient under an Award or Subaward to a non-Federal entity.

1.6. **"Executive"** means an officer, managing partner or any other employee in a management position.

1.7. **"Federal Award Identification Number (FAIN)"** means an Award number assigned by a Federal agency to a Prime Recipient.

1.8. **"FFATA"** means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109- 282), as amended by §6202 of Public Law 110-252. FFATA, as amended, also is referred to as the "Transparency Act."

1.9. **"Prime Recipient"** means a Colorado State agency or institution of higher education that receives an Award.

1.10. **"Subaward"** means a legal instrument pursuant to which a Prime Recipient of Award funds awards all or a portion of such funds to a Subrecipient, in exchange for the Subrecipient's support in the performance of all or any portion of the substantive project or program for which the Award was granted.

1.11. **"Subrecipient"** means a non-Federal Entity (or a Federal agency under an Award or Subaward to a non- Federal Entity) receiving Federal funds through a Prime Recipient to support the performance of the Federal project or program for which the Federal funds were awarded. A Subrecipient is subject to the terms and conditions of the Federal Award to the Prime Recipient, including program compliance requirements. The term "Subrecipient" includes and may be referred to as Subgrantee.

1.12. **"Subrecipient Parent DUNS Number"** means the subrecipient

parent organization's 9-digit Data Universal Numbering System (DUNS) number that appears in the subrecipient's System for Award Management (SAM) profile, if applicable.

1.13. **"Supplemental Provisions"** means these Supplemental Provisions for Federally Funded Contracts, Grants, and Purchase Orders subject to the Federal Funding Accountability and Transparency Act of 2006, As Amended, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institution of higher education.

1.14. **"System for Award Management (SAM)"** means the Federal repository into which an Entity must enter the information required under the Transparency Act, which may be found at http://www.sam.gov.

1.15. **"Total Compensation"** means the cash and noncash dollar value earned by an Executive during the Prime Recipient's or Subrecipient's preceding fiscal year and includes the following:

- **1.15.1.** Salary and bonus;
- **1.15.2.** Awards of stock, stock options, and stock appreciation rights, using the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2005) (FAS 123R), Shared Based Payments;
- **1.15.3.** Earnings for services under non-equity incentive plans, not including group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of Executives and are available generally to all salaried employees;
- **1.15.4.** Change in present value of defined benefit and actuarial pension plans;
- **1.15.5.** Above-market earnings on deferred compensation which is not tax-qualified;
- **1.15.6.** Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the Executive exceeds $10,000.

1.16. "**Transparency Act**" means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252. The Transparency Act also is referred to as FFATA.

1.17 **"Vendor"** means a dealer, distributor, merchant or other seller providing property or services required for a project or program funded by an Award. A Vendor is not a Prime Recipient or a Subrecipient and is not subject to the terms and conditions of the Federal award. Program compliance requirements do not pass through to a Vendor.

2. **Compliance.** Contractor shall comply with all applicable provisions of the Transparency Act and the regulations issued pursuant thereto, including but not limited to these Supplemental Provisions. Any revisions to such provisions or regulations shall automatically become a part of these Supplemental Provisions, without the necessity of either party executing any further instrument. The State of Colorado may provide written notification to Contractor of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.

3. **System for Award Management (SAM) and Data Universal Numbering System (DUNS) Requirements.**

   3.1. **SAM.** Contractor shall maintain the currency of its information in SAM until the Contractor submits the final financial report required under the Award or receives final payment, whichever is later. Contractor shall review and update SAM information at least annually after the initial registration, and more frequently if required by changes in its information.

   3.2. **DUNS.** Contractor shall provide its DUNS number to its Prime Recipient, and shall update Contractor's information in Dun & Bradstreet, Inc. at least annually after the initial registration, and more frequently if required by changes in Contractor's information.

4. **Total Compensation.** Contractor shall include Total Compensation in SAM for each of its five most highly compensated Executives for the preceding fiscal year if:

   4.1. The total Federal funding authorized to date under the Award is $25,000 or more; and

   4.2. In the preceding fiscal year, Contractor received:

      4.2.1. 80% or more of its annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and

      4.2.2. $25,000,000 or more in annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and

   4.3. The public does not have access to information about the compensation of such Executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)or § 6104 of the Internal Revenue Code of 1986.

5. **Reporting.** Contractor shall report data elements to SAM and to the Prime Recipient as required in §7 below if Contractor is a Subrecipient for the Award pursuant to the Transparency Act. No direct payment shall be made to Contractor for providing any reports required under these Supplemental

Provisions and the cost of producing such reports shall be included in the Contract price. The reporting requirements in §7 below are based on guidance from the US Office of Management and Budget (OMB), and as such are subject to change at any time by OMB. Any such changes shall be automatically incorporated into this Contract and shall become part of Contractor's obligations under this Contract, as provided in **§2** above. The Colorado Office of the State Controller will provide summaries of revised OMB reporting requirements at http://www.colorado.gov/dpa/dfp/sco/FFATA.htm.

6. **Effective Date and Dollar Threshold for Reporting.** The effective date of these Supplemental Provisions apply to new Awards as of October 1, 2010. Reporting requirements in §7 below apply to new Awards as of October 1, 2010, if the initial award is $25,000 or more. If the initial Award is below $25,000 but subsequent Award modifications result in a total Award of $25,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds $25,000. If the initial Award is $25,000 or more, but funding is subsequently de- obligated such that the total award amount falls below $25,000, the Award shall continue to be subject to the reporting requirements.

7. **Subrecipient Reporting Requirements.** If Contractor is a Subrecipient, Contractor shall report as set forth below.

   7.1 **To SAM.** A Subrecipient shall register in SAM and report the following data elements in SAM ***for each*** Federal Award Identification Number no later than the end of the month following the month in which the Subaward was made:

      7.1.1 Subrecipient DUNS Number;

      7.1.2 Subrecipient DUNS Number + 4 if more than one electronic funds transfer (EFT) account;

      7.1.3 Subrecipient Parent DUNS Number;

      7.1.4 Subrecipient's address, including: Street Address, City, State, Country, Zip + 4, and Congressional District;

      7.1.5 Subrecipient's top 5 most highly compensated Executives if the criteria in §4 above are met; and

      7.1.6 Subrecipient's Total Compensation of top 5 most highly compensated Executives if criteria in §4 above met.

   7.2 **To Prime Recipient.** A Subrecipient shall report to its Prime Recipient, upon the effective date of the Contract, the following data elements:

      7.2.1 Subrecipient's DUNS Number as registered in **SAM**.

      7.2.2 Primary Place of Performance Information, including: Street Address, City, State, Country, Zipcode + 4, and

Congressional District.

8. Exemptions.

8.1. These Supplemental Provisions do not apply to an individual who receives an Award as a natural person,unrelated to any business or non-profit organization he or she may own or operate in his or her name.

8.2 A Contractor with gross income from all sources of less than $300,000 in the previous tax year is exempt from the requirements to report Subawards and the Total Compensation of its most highly compensated Executives.

8.3 Effective October 1, 2010, "Award" currently means a grant, cooperative agreement, or other arrangementas defined in Section 1.1 of these Special Provisions. On future dates "Award" may include other items to be specified by OMB in policy memoranda available at the OMB Web site; Award also will include other types of Awards subject to the Transparency Act.

8.4 There are no Transparency Act reporting requirements for Vendors.

Event of Default. Failure to comply with these Supplemental Provisions shall constitute an event of default under theContract and the State of Colorado may terminate the Contract upon 30 days prior written notice if the default remains uncured five calendar days following the termination of the 30 day notice period. This remedy will be in addition to any other remedy available to the State of Colorado under the Contract, at law or in equity.

EXHIBIT L

SAMPLE SUBRECIPIENT MONITORING AND RISK ASSESSMENT

CDOT SUBRECIPIENT RISK ASSESSMENT	Date:	
Name of Entity (Subrecipient):		
Name of Project / Program:		
Estimated Award Period:		
Entity Executive Director or VP:		
Entity Chief Financial Officer:		
Entity Representative for this Self Assessment:		

Instructions: (See "Instructions" tab for more information) *1. Check only one box for each question. All questions are required to be answered.* *2. Utilize the "Comment" section below the last question for additional responses.* *3. When complete, check the box at the bottom of the form to authorize.*	Yes	No	N/A
EXPERIENCE ASSESSMENT	**Yes**	**No**	**N/A**
1 Is your entity new to operating or managing federal funds (has not done so within the past three years)?	☐	☐	
2 Is this funding program new for your entity (managed for less than three years)? *Examples of funding programs include CMAQ, TAP, STP-M, etc.*	☐	☐	
3 Does your staff assigned to the program have at least three full years of experience with this federal program?	☐	☐	
MONITORING/AUDIT ASSESSMENT	**Yes**	**No**	**N/A**
4 Has your entity had an on-site project or grant review from an external entity *(e.g., CDOT, FHWA)* within the last three years?	☐	☐	☐
5 a) Were there non-compliance issues in this prior review?	☐	☐	☐
b) What were the number and extent of issues in prior review?	☐ *1 to 2*	☐ *>3*	☐
OPERATION ASSESSMENT	**Yes**	**No**	**N/A**
6 Does your entity have a time and effort reporting system in place to account for 100% of all employees' time, that can provide a breakdown of the actual time spent on each funded project? *If No, in the comment section please explain how you intend to document 100% of hours worked by employees and breakdown of time spent on each funding project.*	☐	☐	
FINANCIAL ASSESSMENT	**Yes**	**No**	**N/A**
7 a) Does your entity have an indirect cost rate that is approved and current?	☐	☐	
b) If Yes, who approved the rate, and what date was it approved?			
8 Is this grant/award 10% or more of your entity's overall funding?	☐ *>10%*	☐ *<10%*	
9 Has your entity returned lapsed* funds? **Funds "lapse" when they are no longer available for obligation.*	☐	☐	☐
10 Has your entity had difficulty meeting local match requirements in the last three years?	☐	☐	☐
11 What is the total federal funding your entity has been awarded for the last federal fiscal year, and what is your entity's fiscal year end?			

	INTERNAL CONTROLS ASSESSMENT	Yes	No	N/A
12	Has your entity had any significant changes in key personnel or accounting system(s) in the last year? *(e.g., Controller, Exec Director, Program Mgr, Accounting Mgr, etc.) If Yes, in the comment section, please identify the accounting system(s), and / or list personnel positions and identify any that are vacant.*	☐	☐	☐
13	Does your entity have financial procedures and controls in place to accommodate a federal-aid project?	☐	☐	
14	Does your accounting system identify the receipts and expenditures of program funds separately for each award?	☐	☐	
15	Will your accounting system provide for the recording of expenditures for each award by the budget cost categories shown in the approved budget?	☐	☐	
16	Does your agency have a review process for all expenditures that will ensure that all costs are reasonable, allowable and allocated correctly to each funding source? *If Yes, in the comment section, please explain your current process for reviewing costs.*	☐	☐	☐
17	How many total FTE perform accounting functions within your organization?	☐ ≥6	☐ 2 to 5	☐ < 2
	IMPACT ASSESSMENT	**Yes**	**No**	**N/A**
18	For this upcoming federal award or in the immediate future, does your entity have any potential conflicts of interest* in accordance with applicable Federal awarding agency policy? *If Yes, please disclose these conflicts in writing, along with supporting information, and submit with this form. (*Any practices, activities or relationships that reasonably appear to be in conflict with the full performance of the Subrecipient's obligations to the State.)*	☐	☐	
19	For this award, has your entity disclosed to CDOT, in writing, violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the award? *Response options:* ***YES** = Check if have one or more violation(s) and have either disclosed previously to CDOT or as part of this form. In the comment section, list all violations with names of supporting documentation and submit with this form.* ***NO** = Check if have one or more violation(s) and have not disclosed previously or will not disclose as part of this form. Explain in the comment section.* ***N/A** = Check if have no violations.*	☐	☐	☐
	PROGRAM MANAGEMENT ASSESSMENT	**Yes**	**No**	**N/A**
20	Does your entity have a written process/procedure or certification statement approved by your governing board ensuring critical project personnel are capable of effectively managing Federal-aid projects? *If Yes, please submit with this form.*	☐	☐	☐
21	Does your entity have written procurement policies or certification statement for consultant selection approved by your governing board in compliance with 23 CFR 172*? *If Yes, please submit with this form. (*The Brooks Act requires agencies to promote open competition by advertising, ranking, selecting, and negotiating contracts based on demonstrated competence and qualifications, at a fair and reasonable price.)*	☐	☐	☐
22	a) Is your staff familiar with the relevant CDOT manuals and federal program requirements?	☐	☐	☐
	b) Does your entity have a written policy or a certification statement approved by your governing board assuring federal-aid projects will receive adequate inspections? *If Yes, please submit with this form.*	☐	☐	☐
	c) Does your entity have a written process or a certification statement approved by your governing board assuring a contractor's work will be completed in conformance with approved plans and specifications? *If Yes, please submit with this form.*	☐	☐	☐

	d) Does your entity have a written policy or certification statement approved by your governing board assuring that materials installed on the projects are sampled and tested per approved processes. *If Yes, please submit with this form.*	☐	☐	☐
	e) Does your entity have a written policy or certification statement approved by your governing board assuring that only US manufactured steel will be incorporated into the project *(Buy America requirements)? If Yes, please submit with this form.*	☐	☐	☐

Comments *- As needed, include the question number and provide comments related to the above questions. Insert additional rows as needed.*

☐ ***By checking this box, the Executive Director, VP or Chief Financial Officer of this entity certifies that all information provided on this form is true and correct.***

Tool Version: v2.0 (081816)

EXHIBIT M

OMB UNIFORM GUIDANCE FOR FEDERAL AWARDS

Subject to
The Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards ("Uniform Guidance"), Federal Register, Vol. 78, No. 248, 78590

The agreement to which these Uniform Guidance Supplemental Provisions are attached has been funded, in whole or in part, with an award of Federal funds. In the event of a conflict between the provisions of these Supplemental Provisions, the Special Provisions, the agreement or any attachments or exhibits incorporated into and made a part of the agreement, the provisions of these Uniform Guidance Supplemental Provisions shall control. In the event of a conflict between the provisions of these Supplemental Provisions and the FFATA Supplemental Provisions, the FFATA Supplemental Provisions shall control.

1. **Definitions.** For the purposes of these Supplemental Provisions, the following terms shall have the meanings ascribed to them below.

1.1. "Award" means an award by a Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Award unless the terms and conditions of the Federal Award specifically indicate otherwise. 2 CFR §200.38

1.2. "Federal Award" means an award of Federal financial assistance or a cost-reimbursement contract under the Federal Acquisition Requirements by a Federal Awarding Agency to a Recipient. "Federal Award" also means an agreement setting forth the terms and conditions of the Federal Award. The term does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program.

1.3. "Federal Awarding Agency" means a Federal agency providing a Federal Award to a Recipient. 2CFR §200.37

1.4. "FFATA" means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252.

1.5. "Grant" or "Grant Agreement" means an agreement setting forth the terms and conditions of an Award. The term does not include an agreement that provides only direct Federal cash assistance to an individual, a subsidy, a loan, a loan guarantee, insurance, or acquires property or services for the direct benefit of use of the Federal Awarding Agency or Recipient. 2 CFR §200.51.

1.6. "OMB" means the Executive Office of the President, Office of Management and Budget.

1.7. "Recipient" means a Colorado State department, agency or institution of higher education that receives a Federal Award from a Federal Awarding Agency to carry out an activity under a Federal program. The term does not include Subrecipients. 2 CFR §200.86

1.8. "State" means the State of Colorado, acting by and through its departments, agencies and institutions of higher education.

1.9. **"Subrecipient"** means a non-Federal entity receiving an Award from a Recipient to carry out part of a Federal program. The term does not include an individual who is a beneficiary of such program.

1.10. **"Uniform Guidance"** means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which supersedes requirements from OMB Circulars A-21, A-87, A-110, and A-122, OMB Circulars A-89, A-102, and A- 133, and the guidance in Circular A-50 on Single Audit Act follow-up. The terms and conditions of the Uniform Guidance flow down to Awards to Subrecipients unless the Uniform Guidance or the terms and conditions of the Federal Award specifically indicate otherwise.

1.11. **"Uniform Guidance Supplemental Provisions"** means these Supplemental Provisions for Federal Awards subject to the OMB Uniform Guidance, as may be revised pursuant to ongoing guidance from relevant Federal agencies or the Colorado State Controller.

2. **Compliance**. Subrecipient shall comply with all applicable provisions of the Uniform Guidance, including but not limited to these Uniform Guidance Supplemental Provisions. Any revisions to such provisions automatically shall become a part of these Supplemental Provisions, without the necessity of either party executing any further instrument. The State of Colorado may provide written notification to Subrecipient of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.

3. **Procurement Standards.**

3.1 **Procurement Procedures.** Subrecipient shall use its own documented procurement procedures which reflect applicable State, local, and Tribal laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in the Uniform Guidance, including without limitation,

§§200.318 through 200.326 thereof.

3.2 **Procurement of Recovered Materials**. If Subrecipient is a State Agency or an agency of a political subdivision of a state, its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

4. **Access to Records.** Subrecipient shall permit Recipient and auditors to have access to Subrecipient's records and financial statements as necessary for Recipient to meet the requirements of §200.331 (Requirements for pass through entities), §§200.300 (Statutory and national policy requirements) through 200.309 (Period of performance), and Subpart F-Audit Requirements of the Uniform Guidance. 2 CFR §200.331(a)(5).

5. **Single Audit Requirements.** If Subrecipient expends $750,000 or more in Federal Awards during Subrecipient's fiscal year, Subrecipient shall procure or arrange for a single or program-specific audit conducted for that year in accordance with the

provisions of Subpart F-Audit Requirements of the Uniform Guidance, issued pursuant tothe Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507). 2 CFR §200.501.

5.1 Election. Subrecipient shall have a single audit conducted in accordance with Uniform Guidance §200.514(Scope of audit), except when it elects to have a program-specific audit conducted in accordance with §200.507 (Program-specific audits). Subrecipient may elect to have a program-specific audit if Subrecipient expends Federal Awards under only one Federal program (excluding research and development) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of Recipient. A program-specific audit may not be electedfor research and development unless all of the Federal Awards expended were received from Recipient and Recipient approves in advance a program-specific audit.

5.2 Exemption. If Subrecipient expends less than $750,000 in Federal Awards during its fiscal year, Subrecipient shall be exempt from Federal audit requirements for that year, except as noted in 2 CFR §200.503 (Relation to other audit requirements), but records shall be available for review or audit by appropriate officials of the Federal agency, the State, and the Government Accountability Office.

5.3 Subrecipient Compliance Responsibility. Subrecipient shall procure or otherwise arrange for the audit required by Part F of the Uniform Guidance and ensure it is properly performed and submitted when duein accordance with the Uniform Guidance. Subrecipient shall prepare appropriate financial statements, including the schedule of expenditures of Federal awards in accordance with Uniform Guidance §200.510 (Financial statements) and provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by UniformGuidance Part F-Audit Requirements.

6. Contract Provisions for Subrecipient Contracts. Subrecipient shall comply with and shall include all of thefollowing applicable provisions in all subcontracts entered into by it pursuant to this Grant Agreement.

6.1 Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

"During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The

contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments

under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice inconspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965,and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuantthereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspendedin whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided bylaw.

(7) The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuantto section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontractor purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided, however,* that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction,the contractor may request the United States to enter into such litigation to protect the interests of the United States."

6.2 Davis-Bacon Act. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be

required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractorsmust be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination.The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40

U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or Subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is other wise entitled.

The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

6.3 Rights to Inventions Made Under a Contract or Agreement. If the Federal Award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," Subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and anyimplementing regulations issued by the awarding agency.

6.4 Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251- 1387), as amended. Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

6.5 Debarment and Suspension (Executive Orders 12549 and 12689). A contract award (see 2 CFR 180.220)must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

6.6 Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, oran employee of a member of Congress in connection

with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non- Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

7. **Certifications**. Unless prohibited by Federal statutes or regulations, Recipient may require Subrecipient to submit certifications and representations required by Federal statutes or regulations on an annual basis. 2CFR §200.208.Submission may be required more frequently if Subrecipient fails to meet a requirement of the Federal award. Subrecipient shall certify in writing to the State at the end of the Award that the project or activity was completed or the level of effort was expended. 2 CFR §200.201(3). If the required level of activity or effort was not carried out, the amount of the Award must be adjusted.

   7.1 Event of Default. Failure to comply with these Uniform Guidance Supplemental Provisions shall constitute an event of default under the Grant Agreement (2 CFR §200.339) and the State may terminate the Grant upon 30 days prior written notice if the default remains uncured five calendar days following the termination of the 30 day notice period. This remedy will be in addition to any other remedy available to the State of Colorado under the Grant, at law or in equity.

8. **Effective Date.** The effective date of the Uniform Guidance is December 26, 2013. 2 CFR §200.110. The procurement standards set forth in Uniform Guidance §§200.317-200.326 are applicable to new Awards made by Recipient as of December 26, 2015. The standards set forth in Uniform Guidance Subpart F-Audit Requirements are applicable to audits of fiscal years beginning on or after December 26, 2014.

9. **Performance Measurement**. The Uniform Guidance requires completion of OMB-approved standard information collection forms (the PPR). The form focuses on outcomes, as related to the Federal Award Performance Goals that awarding Federal agencies are required to detail in the Awards.

   Section 200.301 provides guidance to Federal agencies to measure performance in a way that will help the Federal awarding agency and other non-Federal entities to improve program outcomes.

   The Federal awarding agency is required to provide recipients with clear performance goals, indicators, and milestones (200.210). Also, must require the recipient to relate financial data to performance accomplishments of the Federal award.

Exhibit N
Federal Treasury Provisions

1. APPLICABILITY OF PROVISIONS.

1.1. The Grant to which these Federal Provisions are attached has been funded, in whole or in part, with an Award of Federal funds. In the event of a conflict between the provisions of these Federal Provisions, the Special Provisions, the body of the Grant, or any attachments or exhibits incorporated into and made a part of the Grant, the provisions of these Federal Provisions shall control.

1.2. The State of Colorado is accountable to Treasury for oversight of their subrecipients, including ensuring their subrecipients comply with the SLFRF statute, SLFRF Award Terms and Conditions, Treasury's Final Rule, and reporting requirements, as applicable.

1.3. Additionally, any subrecipient that issues a subaward to another entity (2nd tier subrecipient), must hold the 2nd tier subrecipient accountable to these provisions and adhere to reporting requirements.

1.4. These Federal Provisions are subject to the Award as defined in §2 of these Federal Provisions, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institutions of higher education.

2. DEFINITIONS.

2.1. For the purposes of these Federal Provisions, the following terms shall have the meanings ascribed to them below.

2.1.1. "Award" means an award of Federal financial assistance, and the Grant setting forth the terms and conditions of that financial assistance, that a non-Federal Entity receives or administers.

2.1.2. "Entity" means:

2.1.2.1. a Non-Federal Entity;

2.1.2.2. a foreign public entity;

2.1.2.3. a foreign organization;

2.1.2.4. a non-profit organization;

2.1.2.5. a domestic for-profit organization (for 2 CFR parts 25 and 170 only);

2.1.2.6. a foreign non-profit organization (only for 2 CFR part 170) only);

2.1.2.7. a Federal agency, but only as a Subrecipient under an Award or Subaward to a non-Federal entity (or 2 CFR 200.1); or

2.1.2.8. a foreign for-profit organization (for 2 CFR part 170 only).

2.1.3. "Executive" means an officer, managing partner or any other employee in a management position.

2.1.4. "Expenditure Category (EC)" means the category of eligible uses as defined by the US Department of Treasury in "Appendix 1 of the Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds" report available at www.treasury.gov.

2.1.5. "Federal Awarding Agency" means a Federal agency providing a Federal Award to a Recipient as described in 2 CFR 200.1

2.1.6. "Grant" means the Grant to which these Federal Provisions are attached.

2.1.7. "Grantee" means the party or parties identified as such in the Grant to which these Federal Provisions are attached.

2.1.8. "Non-Federal Entity means a State, local government, Indian tribe, institution of higher education, or nonprofit organization that carries out a Federal Award as a Recipient or a Subrecipient.

2.1.9. "Nonprofit Organization" means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

2.1.9.1. Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;

2.1.9.2. Is not organized primarily for profit; and

2.1.9.3. Uses net proceeds to maintain, improve, or expand the operations of the organization.

2.1.10. "OMB" means the Executive Office of the President, Office of Management and Budget.

2.1.11. "Pass-through Entity" means a non-Federal Entity that provides a Subaward to a Subrecipient to carry out part of a Federal program.

2.1.12. "Prime Recipient" means the Colorado State agency or institution of higher education identified as the Grantor in the Grant to which these Federal Provisions are attached.

2.1.13. "Subaward" means an award by a Prime Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Subaward unless the terms and conditions of the Federal Award specifically indicate otherwise in accordance with 2 CFR 200.101. The term does not include payments to a Contractor or payments to an individual that is a beneficiary of a Federal program.

2.1.14. "Subrecipient" or "Subgrantee" means a non-Federal Entity (or a Federal agency under an Award or Subaward to a non-Federal Entity) receiving Federal funds through a Prime Recipient to support the performance of the Federal project or program for which the Federal funds were awarded. A Subrecipient is subject to the terms and conditions of the Federal Award to the Prime Recipient, including program compliance requirements. The term does not include an individual who is a beneficiary of a federal program.

2.1.15. "System for Award Management (SAM)" means the Federal repository into which an Entity must enter the information required under the Transparency Act, which may be found at http://www.sam.gov. "Total Compensation" means the cash and noncash dollar value earned by an Executive during the Prime Recipient's or Subrecipient's preceding fiscal year (see 48 CFR 52.204-10, as prescribed in 48 CFR 4.1403(a)) and includes the following:

2.1.15.1. Salary and bonus;

2.1.15.2. Awards of stock, stock options, and stock appreciation rights, using the dollar amount recognized for financial statement reporting purposes with respect to the

fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2005) (FAS 123R), Shared Based Payments;

2.1.15.3. Earnings for services under non-equity incentive plans, not including group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of Executives and are available generally to all salaried employees;

2.1.15.4. Change in present value of defined benefit and actuarial pension plans;

2.1.15.5. Above-market earnings on deferred compensation which is not tax-qualified;

2.1.15.6. Other compensation, if the aggregate value of all such other compensation (e.g., severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the Executive exceeds $10,000.

2.1.16. "Transparency Act" means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252.

2.1.17. "Uniform Guidance" means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. The terms and conditions of the Uniform Guidance flow down to Awards to Subrecipients unless the Uniform Guidance or the terms and conditions of the Federal Award specifically indicate otherwise.

2.1.18. "Unique Entity ID" means the Unique Entity ID established by the federal government for a Grantee at https://sam.gov/content/home.

3. COMPLIANCE.

3.1. Grantee shall comply with all applicable provisions of the Transparency Act and the regulations issued pursuant thereto, all applicable provisions of the Uniform Guidance, and all applicable Federal Laws and regulations required by this Federal Award Any revisions to such provisions or regulations shall automatically become a part of these Federal Provisions, without the necessity of either party executing any further instrument. The State of Colorado, at its discretion, may provide written notification to Grantee of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.

3.2. Per US Treasury Final Award requirements, grantee programs or services must not include a term or conditions that undermines efforts to stop COVID-19 or discourages compliance with recommendations and CDC guidelines.

4. SYSTEM FOR AWARD MANAGEMENT (SAM) AND UNIQUE ENTITY ID (UEI) REQUIREMENTS.

4.1. SAM. Grantee shall maintain the currency of its information in SAM until the Grantee submits the final financial report required under the Award or receives final payment, whichever is later. Grantee shall review and update SAM information at least annually.

4.2. UEI. Grantee shall provide its Unique Entity ID to its Prime Recipient, and shall update Grantee's information in Sam.gov at least annually.

5. TOTAL COMPENSATION.

5.1. Grantee shall include Total Compensation in SAM for each of its five most highly compensated Executives for the preceding fiscal year if:

5.1.1. The total Federal funding authorized to date under the Award is $30,000 or more; and

5.1.2. In the preceding fiscal year, Grantee received:

5.1.2.1. 80% or more of its annual gross revenues from Federal procurement Agreements and Subcontractors and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and

5.1.2.2. $30,000,000 or more in annual gross revenues from Federal procurement Agreements and Subcontractors and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and

5.1.2.3. 5.1.2.3 The public does not have access to information about the compensation of such Executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or § 6104 of the Internal Revenue Code of 1986.

6. REPORTING.

6.1. If Grantee is a Subrecipient of the Award pursuant to the Transparency Act, Grantee shall report data elements to SAM and to the Prime Recipient as required in this Exhibit. No direct payment shall be made to Grantee for providing any reports required under these Federal Provisions and the cost of producing such reports shall be included in the Grant price. The reporting requirements in this Exhibit are based on guidance from the OMB, and as such are subject to change at any time by OMB. Any such changes shall be automatically incorporated into this Grant and shall become part of Grantee's obligations under this Grant.

7. EFFECTIVE DATE AND DOLLAR THRESHOLD FOR FEDERAL REPORTING.

7.1. Reporting requirements in §8 below apply to new Awards as of October 1, 2010, if the initial award is $30,000 or more. If the initial Award is below $30,000 but subsequent Award modifications result in a total Award of $30,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds $30,000. If the initial Award is $30,000 or more, but funding is subsequently de-obligated such that the total award amount falls below $30,000, the Award shall continue to be subject to the reporting requirements. If the total award is below $30,000 no reporting required; if more than $30,000 and less than $50,000 then FFATA reporting is required; and, $50,000 and above SLFRF reporting is required.

7.2. The procurement standards in §9 below are applicable to new Awards made by Prime Recipient as of December 26, 2015. The standards set forth in §11 below are applicable to audits of fiscal years beginning on or after December 26, 2014.

8. SUBRECIPIENT REPORTING REQUIREMENTS.

8.1. Grantee shall report as set forth below.

8.1.1. Grantee shall use the SLFRF Subrecipient Quarterly Report Workbook as referenced in Exhibit P to report to the State Agency within ten (10) days following each quarter ended September, December, March and June. Additional information on specific requirements are detailed in the SLFRF Subrecipient Quarterly Report Workbooks and "Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds" report available at www.treasury.gov.

EC 1 – Public Health

All Public Health Projects

a) Description of structure and objectives
b) Description of relation to COVID-19
c) Identification of impacted and/or disproportionately impacted communities
d) Capital Expenditures
    i. Presence of capital expenditure in project
    ii. Total projected capital expenditure
    iii. Type of capital expenditure
    iv. Written justification
    v. Labor reporting

COVID-19 Interventions and Mental Health (1.4, 1.11, 1.12, 1.13)

a) Amount of total project used for evidence-based programs
b) Evaluation plan description

COVID-19 Small Business Economic Assistance (1.8)

a) Number of small businesses served

COVID-19 Assistance to Non-Profits (1.9)

a) Number of non-profits served

COVID-19 Aid to Travel, Tourism, and Hospitality or Other Impacted Industries (1.10)

a) Sector of employer
b) Purpose of funds

EC 2 – Negative Economic Impacts

All Negative Economic Impacts Projects

a) Description of project structure and objectives
b) Description of project's response to COVID-19
c) Identification of impacted and/or disproportionately impacted communities
d) Amount of total project used for evidence-based programs and description of evaluation plan *(not required for 2.5, 2.8, 2.21-2.24, 2.27-2.29, 2.31, 2.34-2.36)*
e) Number of workers enrolled in sectoral job training programs
f) Number of workers completing sectoral job training programs
g) Number of people participating in summer youth employment programs
h) Capital Expenditures
    i. Presence of capital expenditure in project
    ii. Total projected capital expenditure
    iii. Type of capital expenditure
    iv. Written justification
    v. Labor reporting

Household Assistance (2.1-2.8)

a) Number of households served

b) Number of people or households receiving eviction prevention services (2.2 & 2.5 only) *(Federal guidance may change this requirement in July 2022)*
c) Number of affordable housing units preserved or developed (2.2 & 2.5 only) *(Federal guidance may change this requirement in July 2022)*

Healthy Childhood Environments (2.11-2.13)

a) Number of children served by childcare and early learning *(Federal guidance may change this requirement in July 2022)*
b) Number of families served by home visiting *(Federal guidance may change this requirement in July 2022)*

Education Assistance (2.14, 2.24-2.27)

a) National Center for Education Statistics ("NCES") School ID or NCES District ID
b) Number of students participating in evidence-based programs *(Federal guidance may change this requirement in July 2022)*

Housing Support (2.15, 2.16, 2.18)

a) Number of people or households receiving eviction prevention services *(Federal guidance may change this requirement in July 2022)*
b) Number of affordable housing units preserved or developed *(Federal guidance may change this requirement in July 2022)*

Small Business Economic Assistance (2.29-2.33)

a) Number of small businesses served

Assistance to Non-Profits (2.34)

a) Number of non-profits served

Aid to Travel, Tourism, and Hospitality or Other Impacted Industries (2.35-2.36)

a) Sector of employer
b) Purpose of funds
c) If other than travel, tourism and hospitality (2.36) – description of hardship

EC 3 – Public Health – Negative Economic Impact: Public Sector Capacity

Payroll for Public Health and Safety Employees (EC 3.1)

a) Number of government FTEs responding to COVID-19

Rehiring Public Sector Staff (EC 3.2)

a) Number of FTEs rehired by governments

EC 4 – Premium Pay

All Premium Pay Projects

a) List of sectors designated as critical by the chief executive of the jurisdiction, if beyond those listed in the final rule
b) Numbers of workers served
c) Employer sector for all subawards to third-party employers
d) Written narrative justification of how premium pay is responsive to essential work during the public health emergency for non-exempt workers or those making over 150 percent of the state/county's average annual wage

e) Number of workers to be served with premium pay in K-12 schools

EC 5 – Infrastructure Projects

All Infrastructure Projects

a) Projected/actual construction start date (month/year)
b) Projected/actual initiation of operations date (month/year)
c) Location (for broadband, geospatial data of locations to be served)
d) Projects over $10 million
    i. Prevailing wage certification or detailed project employment and local impact report
    ii. Project labor agreement certification or project workforce continuity plan
    iii. Prioritization of local hires
    iv. Community benefit agreement description, if applicable

Water and sewer projects (EC 5.1-5.18)

a) National Pollutant Discharge Elimination System (NPDES) Permit Number (if applicable; for projects aligned with the Clean Water State Revolving Fund)
b) Public Water System (PWS) ID number (if applicable; for projects aligned with the Drinking Water State Revolving Fund)
c) Median Household Income of service area
d) Lowest Quintile Income of the service area

Broadband projects (EC 5.19-5.21)

a) Confirm that the project is designed to, upon completion, reliably meet or exceed symmetrical 100 Mbps download and upload speeds.
    i. If the project is not designed to reliably meet or exceed symmetrical 100 Mbps download and upload speeds, explain why not, and
    ii. Confirm that the project is designed to, upon completion, meet or exceed 100 Mbps download speed and between at least 20 Mbps and 100 Mbps upload speed, and be scalable to a minimum of 100 Mbps download speed and 100 Mbps upload speed.
b) Additional programmatic data will be required for broadband projects and will be defined in a subsequent version of the US Treasury Reporting Guidance, including, but not limited to *(Federal guidance may change this requirement in July 2022)*:
    i. Number of households (broken out by households on Tribal lands and those not on Tribal lands) that have gained increased access to broadband meeting the minimum speed standards in areas that previously lacked access to service of at least 25 Mbps download and 3 Mbps upload, with the number of households with access to minimum speed standard of reliable 100 Mbps symmetrical upload and download and number of households with access to minimum speed standard of reliable 100 Mbps download and 20 Mbps upload
    ii. Number of institutions and businesses (broken out by institutions on Tribal lands and those not on Tribal lands) that have projected increased access to broadband meeting the minimum speed standards in areas that previously

lacked access to service of at least 25 Mbps download and 3 Mbps upload, in each of the following categories: business, small business, elementary school, secondary school, higher education institution, library, healthcare facility, and public safety organization, with the number of each type of institution with access to the minimum speed standard of reliable 100 Mbps symmetrical upload and download; and number of each type of institution with access to the minimum speed standard of reliable 100 Mbps download and 20 Mbps upload.

iii. Narrative identifying speeds/pricing tiers to be offered, including the speed/pricing of its affordability offering, technology to be deployed, miles of fiber, cost per mile, cost per passing, number of households (broken out by households on Tribal lands and those not on Tribal lands) projected to have increased access to broadband meeting the minimum speed standards in areas that previously lacked access to service of at least 25 Mbps download and 3 Mbps upload, number of households with access to minimum speed standard of reliable 100 Mbps symmetrical upload and download, number of households with access to minimum speed standard of reliable 100 Mbps download and 20 Mbps upload, and number of institutions and businesses (broken out by institutions on Tribal lands and those not on Tribal lands) projected to have increased access to broadband meeting the minimum speed standards in areas that previously lacked access to service of at least 25 Mbps download and 3 Mbps upload, in each of the following categories: business, small business, elementary school, secondary school, higher education institution, library, healthcare facility, and public safety organization. Specify the number of each type of institution with access to the minimum speed standard of reliable 100 Mbps symmetrical upload and download; and the number of each type of institution with access to the minimum speed standard of reliable 100 Mbps download and 20 Mbps upload.

All Expenditure Categories

a) Program income earned and expended to cover eligible project costs

8.1.2. A Subrecipient shall report the following data elements to Prime Recipient no later than five days after the end of the month following the month in which the Subaward was made.

8.1.2.1. Subrecipient Unique Entity ID;

8.1.2.2. Subrecipient Unique Entity ID if more than one electronic funds transfer (EFT) account;

8.1.2.3. Subrecipient parent's organization Unique Entity ID;

8.1.2.4. Subrecipient's address, including: Street Address, City, State, Country, Zip + 4, and Congressional District;

8.1.2.5. Subrecipient's top 5 most highly compensated Executives if the criteria in §4 above are met; and

8.1.2.6. Subrecipient's Total Compensation of top 5 most highly compensated Executives if the criteria in §4 above met.

8.1.3. To Prime Recipient. A Subrecipient shall report to its Prime Recipient, the following data elements:

8.1.3.1. Subrecipient's Unique Entity ID as registered in SAM.

8.1.3.2. Primary Place of Performance Information, including: Street Address, City, State, Country, Zip code + 4, and Congressional District.

8.1.3.3. Narrative identifying methodology for serving disadvantaged communities. See the "Project Demographic Distribution" section in the "Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds" report available at www.treasury.gov. This requirement is applicable to all projects in Expenditure Categories 1 and 2.

8.1.3.4. Narrative identifying funds allocated towards evidenced-based interventions and the evidence base. See the "Use of Evidence" section in the "Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds" report available at www.treasury.gov. See section 8.1.1 for relevant Expenditure Categories.

8.1.3.5. Narrative describing the structure and objectives of the assistance program and in what manner the aid responds to the public health and negative economic impacts of COVID-19. This requirement is applicable to Expenditure Categories 1 and 2. For aid to travel, tourism, and hospitality or other impacted industries (EC 2.11-2.12), also provide the sector of employer, purpose of funds, and if not travel, tourism and hospitality a description of the pandemic impact on the industry.

8.1.3.6. Narrative identifying the sector served and designated as critical to the health and well-being of residents by the chief executive of the jurisdiction and the number of workers expected to be served. For groups of workers (e.g., an operating unit, a classification of worker, etc.) or, to the extent applicable, individual workers, other than those where the eligible worker receiving premium pay is earning (with the premium pay included) below 150 percent of their residing state or county's average annual wage for all occupations, as defined by the Bureau of Labor Statistics Occupational Employment and Wage Statistics, whichever is higher, OR the eligible worker receiving premium pay is not exempt from the Fair Labor Standards Act overtime provisions, include justification of how the premium pay or grant is responsive to workers performing essential work during the public health emergency. This could include a description of the essential workers' duties, health or financial risks faced due to COVID-19 but should not include personally identifiable information. This requirement applies to EC 4.1, and 4.2.

8.1.3.7. For infrastructure projects (EC 5), or capital expenditures in any expenditure category, narrative identifying the projected construction start date (month/year), projected initiation of operations date (month/year), and location (for broadband, geospatial location data). For projects over $10 million:

8.1.3.8. Certification that all laborers and mechanics employed by Contractors and Subcontractors in the performance of such project are paid wages at rates not less

than those prevailing, as determined by the U.S. Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code (commonly known as the "Davis-Bacon Act"), for the corresponding classes of laborers and mechanics employed on projects of a character similar to the Agreement work in the civil subdivision of the State (or the District of Columbia) in which the work is to be performed, or by the appropriate State entity pursuant to a corollary State prevailing-wage-in-construction law (commonly known as "baby Davis-Bacon Acts"). If such certification is not provided, a recipient must provide a project employment and local impact report detailing (1) the number of employees of Contractors and sub-contractors working on the project; (2) the number of employees on the project hired directly and hired through a third party; (3) the wages and benefits of workers on the project by classification; and (4) whether those wages are at rates less than those prevailing. Recipients must maintain sufficient records to substantiate this information upon request.

8.1.3.8.1. A Subrecipient may provide a certification that a project includes a project labor agreement, meaning a pre-hire collective bargaining agreement consistent with section 8(f) of the National Labor Relations Act (29 U.S.C. 158(f)). If the recipient does not provide such certification, the recipient must provide a project workforce continuity plan, detailing: (1) how the Subrecipient will ensure the project has ready access to a sufficient supply of appropriately skilled and unskilled labor to ensure high-quality construction throughout the life of the project; (2) how the Subrecipient will minimize risks of labor disputes and disruptions that would jeopardize timeliness and cost-effectiveness of the project; and (3) how the Subrecipient will provide a safe and healthy workplace that avoids delays and costs associated with workplace illnesses, injuries, and fatalities; (4) whether workers on the project will receive wages and benefits that will secure an appropriately skilled workforce in the context of the local or regional labor market; and (5) whether the project has completed a project labor agreement.

8.1.3.8.2. Whether the project prioritizes local hires.

8.1.3.8.3. Whether the project has a Community Benefit Agreement, with a description of any such agreement.

8.1.4. Subrecipient also agrees to comply with any reporting requirements established by the US Treasury, Governor's Office and Office of the State Controller. The State of Colorado may need additional reporting requirements after this agreement is executed. If there are additional reporting requirements, the State will provide notice of such additional reporting requirements via Exhibit Q – SLFRF Reporting Modification Form.

9. PROCUREMENT STANDARDS.

9.1. Procurement Procedures. A Subrecipient shall use its own documented procurement procedures which reflect applicable State, local, and Tribal laws and applicable regulations, provided that the procurements conform to applicable Federal law and the standards identified in the Uniform Guidance, including without limitation, 2 CFR 200.318 through 200.327 thereof.

9.2. Domestic preference for procurements (2 CFR 200.322). As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all Agreements and purchase orders for work or products under this award.

9.3. Procurement of Recovered Materials. If a Subrecipient is a State Agency or an agency of a political subdivision of the State, its Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247, that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

10. ACCESS TO RECORDS.

10.1. A Subrecipient shall permit Prime Recipient and its auditors to have access to Subrecipient's records and financial statements as necessary for Recipient to meet the requirements of 2 CFR 200.332 (Requirements for pass-through entities), 2 CFR 200.300 (Statutory and national policy requirements) through 2 CFR 200.309 (Period of performance), and Subpart F-Audit Requirements of the Uniform Guidance.

11. SINGLE AUDIT REQUIREMENTS.

11.1. If a Subrecipient expends $750,000 or more in Federal Awards during the Subrecipient's fiscal year, the Subrecipient shall procure or arrange for a single or program-specific audit conducted for that year in accordance with the provisions of Subpart F-Audit Requirements of the Uniform Guidance, issued pursuant to the Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507). 2 CFR 200.501.

11.1.1. Election. A Subrecipient shall have a single audit conducted in accordance with Uniform Guidance 2 CFR 200.514 (Scope of audit), except when it elects to have a program-specific audit conducted in accordance with 2 CFR 200.507 (Program-specific audits). The Subrecipient may elect to have a program-specific audit if Subrecipient expends Federal Awards under only one Federal program (excluding research and development) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of Prime Recipient. A program-specific audit may not be elected for research and development unless all of the Federal Awards expended were received from Recipient and Recipient approves in advance a program-specific audit.

11.1.2. Exemption. If a Subrecipient expends less than $750,000 in Federal Awards during its fiscal year, the Subrecipient shall be exempt from Federal audit requirements for that year, except as noted in 2 CFR 200.503 (Relation to other audit requirements), but records shall be available for review or audit by appropriate officials of the Federal agency, the State, and the Government Accountability Office.

11.1.3. Subrecipient Compliance Responsibility. A Subrecipient shall procure or otherwise arrange for the audit required by Subpart F of the Uniform Guidance and ensure it is properly performed and submitted when due in accordance with the Uniform Guidance. Subrecipient shall prepare appropriate financial statements, including the schedule of expenditures of Federal awards in accordance with 2 CFR 200.510 (Financial statements) and provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by Uniform Guidance Subpart F-Audit Requirements.

12. GRANT PROVISIONS FOR SUBRECIPIENT AGREEMENTS.

12.1. In addition to other provisions required by the Federal Awarding Agency or the Prime Recipient, Grantees that are Subrecipients shall comply with the following provisions. Subrecipients shall include all of the following applicable provisions in all Subcontractors entered into by it pursuant to this Grant.

12.1.1. [Applicable to federally assisted construction Agreements.] Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all Agreements that meet the definition of "federally assisted construction Agreement" in 41 CFR Part 60-1.3 shall include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, Office of Federal Agreement Compliance Programs, Equal Employment Opportunity, Department of Labor.

12.1.2. [Applicable to on-site employees working on government-funded construction, alteration and repair projects.] Davis-Bacon Act. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).

12.1.3. Rights to Inventions Made Under a grant or agreement. If the Federal Award meets the definition of "funding agreement" under 37 CFR 401.2 (a) and the Prime Recipient or Subrecipient wishes to enter into an Agreement with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the Prime Recipient or Subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Agreements and Cooperative Agreements," and any implementing regulations issued by the Federal Awarding Agency.

12.1.4. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Agreements and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal awardees to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA).

12.1.5. Debarment and Suspension (Executive Orders 12549 and 12689). A Agreement award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in SAM, in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

12.1.6. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal Agreement, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

12.1.7. Never Contract with the Enemy (2 CFR 200.215). Federal awarding agencies and recipients are subject to the regulations implementing "Never Contract with the Enemy" in 2 CFR part 183. The regulations in 2 CFR part 183 affect covered Agreements, grants and cooperative agreements that are expected to exceed $50,000 within the period of performance, are performed outside the United States and its territories, and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities.

12.1.8. Prohibition on certain telecommunications and video surveillance services or equipment (2 CFR 200.216). Grantee is prohibited from obligating or expending loan or grant funds on certain telecommunications and video surveillance services or equipment pursuant to 2 CFR 200.216.

12.1.9. Title VI of the Civil Rights Act. The Subgrantee, Contractor, Subcontractor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S. C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CRF Part 22, and herein incorporated by reference and made part of this Agreement or agreement.

13. CERTIFICATIONS.

13.1. Subrecipient Certification. Subrecipient shall sign a "State of Colorado Agreement with Recipient of Federal Recovery Funds" Certification Form in Exhibit E and submit to State Agency with signed grant agreement.

13.2. Unless prohibited by Federal statutes or regulations, Prime Recipient may require Subrecipient to submit certifications and representations required by Federal statutes or regulations on an annual basis. 2 CFR 200.208. Submission may be required more frequently if Subrecipient fails to meet a requirement of the Federal award. Subrecipient shall certify in writing to the State at the end of the Award that the project or activity was completed or the level of effort was expended. 2 CFR 200.201(3). If the required level of activity or effort was not carried out, the amount of the Award must be adjusted.

14. EXEMPTIONS.

14.1. These Federal Provisions do not apply to an individual who receives an Award as a natural person, unrelated to any business or non-profit organization he or she may own or operate in his or her name.

14.2. A Grantee with gross income from all sources of less than $300,000 in the previous tax year is exempt from the requirements to report Subawards and the Total Compensation of its most highly compensated Executives.

15. EVENT OF DEFAULT AND TERMINATION.

15.1. Failure to comply with these Federal Provisions shall constitute an event of default under the Grant and the State of Colorado may terminate the Grant upon 30 days prior written notice if the default remains uncured five calendar days following the termination of the 30-day notice period. This remedy will be in addition to any other remedy available to the State of Colorado under the Grant, at law or in equity.

15.2. Termination (2 CFR 200.340). The Federal Award may be terminated in whole or in part as follows:

15.2.1. By the Federal Awarding Agency or Pass-through Entity, if a Non-Federal Entity fails to comply with the terms and conditions of a Federal Award;

15.2.2. By the Federal awarding agency or Pass-through Entity, to the greatest extent authorized by law, if an award no longer effectuates the program goals or agency priorities;

15.2.3. By the Federal awarding agency or Pass-through Entity with the consent of the Non-Federal Entity, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated;

15.2.4. By the Non-Federal Entity upon sending to the Federal Awarding Agency or Pass-through Entity written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Federal Awarding Agency or Pass-through Entity determines in the case of partial termination that the reduced or modified portion of the Federal Award or Subaward will not accomplish the purposes for which the Federal Award was made, the Federal Awarding Agency or Pass-through Entity may terminate the Federal Award in its entirety; or

15.2.5. By the Federal Awarding Agency or Pass-through Entity pursuant to termination provisions included in the Federal Award.

EXHIBIT O

AGREEMENT WITH SUBSUBRECIPIENT OF FEDERAL RECOVERY FUNDS

Section 602(b) of the Social Security Act (the Act), as added by section 9901 of the American Rescue Plan Act (ARPA), Pub. L. No. 117-2 (March 11, 2021), authorizes the Department of the Treasury (Treasury) to make payments to certain Subrecipients from the Coronavirus State Fiscal Recovery Fund. The State of Colorado has signed and certified a separate agreement with Treasury as a condition of receiving such payments from the Treasury. This agreement is between your organization and the State and your organization is signing and certifying the same terms and conditions included in the State's separate agreement with Treasury. Your organization is referred to as a Subrecipient.

As a condition of your organization receiving federal recovery funds from the State, the authorized representative below hereby (i) certifies that your organization will carry out the activities listed in section 602(c) of the Act and (ii) agrees to the terms attached hereto. Your organization also agrees to use the federal recovery funds as specified in bills passed by the General Assembly and signed by the Governor.

Under penalty of perjury, the undersigned official certifies that the authorized representative has read and understood the organization's obligations in the Assurances of Compliance and Civil Rights Requirements, that any information submitted in conjunction with this assurances document is accurate and complete, and that the organization is in compliance with the nondiscrimination requirements.

Subrecipient Name _____

Authorized Representative: _____

Title: _____

Signature: _____

AGREEMENT WITH SUBRECIPIENT OF FEDERAL RECOVERY FUNDS
TERMS AND CONDITIONS

1. Use of Funds.

   a. Subrecipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 602(c) of the Social Security Act (the Act) and Treasury's regulations implementing that section and guidance.

   b. Subrecipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.

2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Subrecipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.

3. Reporting. Subrecipient agrees to comply with any reporting obligations established by Treasury as they relate to this award. Subrecipient also agrees to comply with any reporting requirements established by the Governor's Office and Office of the State Controller.

4. Maintenance of and Access to Records
   a. Subrecipient shall maintain records and financial documents sufficient to evidence compliance with section 602(c), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.

   b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Subrecipient in order to conduct audits or other investigations.

   c. Records shall be maintained by Subrecipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.

5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.

6. Administrative Costs. Subrecipient may use funds provided under this award to cover both direct and indirect costs. Subrecipient shall follow guidance on administrative costs issued by the Governor's Office and Office of the State Controller.

7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Subrecipient.

8. Conflicts of Interest. The State of Colorado understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy

is applicable to each activity funded under this award. Subrecipient and Contractors must disclose in writing to the Office of the State Controller or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112. The Office of the State Controller shall disclose such conflict to Treasury.

9. Compliance with Applicable Law and Regulations.
   a. Subrecipient agrees to comply with the requirements of section 602 of the Act, regulations adopted by Treasury pursuant to section 602(f) of the Act, and guidance issued by Treasury regarding the foregoing. Subrecipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Subrecipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.

   b. Federal regulations applicable to this award include, without limitation, the following:

      i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.

      ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.

      iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.

      iv. OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (Agreements and Subcontractors described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.

      v. Subrecipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.

      vi. Government wide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.

      vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.

      viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.

ix. Generally applicable federal environmental laws and regulations.

c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:

i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;

iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;

iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and

v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

10. Remedial Actions. In the event of Subrecipient's noncompliance with section 602 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 602(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 602(e) of the Act and any additional payments may be subject to withholding as provided in sections 602(b)(6)(A)(ii)(III) of the Act, as applicable.

11. Hatch Act. Subrecipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C.§§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

12. False Statements. Subrecipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or Agreements, and/or any other remedy available by law.

13. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number SLFRF0126 awarded to the State of Colorado by the U.S. Department of the Treasury."

14. Debts Owed the Federal Government.
    a. Any funds paid to the Subrecipient (1) in excess of the amount to which the Subrecipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to sections 602(e) and 603(b)(2)(D) of the Act and have not been repaid by the Subrecipient shall constitute a debt to the federal government.

    b. Any debts determined to be owed to the federal government must be paid promptly by Subrecipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Subrecipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

15. Disclaimer.
    a. The United States expressly disclaims any and all responsibility or liability to Subrecipient or third persons for the actions of Subrecipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any Agreement, or Subcontractor under this award.

    b. The acceptance of this award by Subrecipient does not in any way establish an agency relationship between the United States and Subrecipient.

16. Protections for Whistleblowers.
    a. In accordance with 41 U.S.C. § 4712, Subrecipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal Agreement or grant, a gross waste of federal funds, an abuse of authority relating to a federal Agreement or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal Agreement (including the competition for or negotiation of an Agreement) or grant.

    b. The list of persons and entities referenced in the paragraph above includes the following:
        i. A member of Congress or a representative of a committee of Congress;
        ii. An Inspector General;

iii. The Government Accountability Office;
iv. A Treasury employee responsible for Agreement or grant oversight or management;
v. An authorized official of the Department of Justice or other law enforcement agency;
vi. A court or grand jury; or
vii. A management official or other employee of Subrecipient, Contractor, or Subcontractor who has the responsibility to investigate, discover, or address misconduct.

c. Subrecipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Subrecipient should encourage its Contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

1. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Subrecipient should encourage its employees, Subrecipients, and Contractors to adopt and enforce policies that ban text messaging while driving, and Subrecipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

ASSURANCES OF COMPLIANCE WITH TITLE VI
OF THE CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, the Subrecipient provides the assurances stated herein. The federal financial assistance may include federal grants, loans and Agreements to provide assistance to the Subrecipient's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass Agreements of guarantee or insurance, regulated programs, licenses, procurement Agreements by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Subrecipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Subrecipient's program(s) and activity(ies), so long as any portion of the Subrecipient's program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. Subrecipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
2. Subrecipient acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Subrecipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Subrecipient shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Subrecipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Subrecipient's programs, services, and activities.
3. Subrecipient agrees to consider the need for language services for LEP persons when Subrecipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit http://www.lep.gov.

4. Subrecipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Subrecipient and Subrecipient's successors, transferees, and assignees for the period in which such assistance is provided.

5. Subrecipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every Agreement or agreement subject to Title VI and its regulations between the Subrecipient and the Subrecipient's sub-grantees, Contractors, Subcontractors, successors, transferees, and assignees:

   The sub-grantee, Contractor, Subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits Subrecipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this Agreement or agreement.

6. Subrecipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Subrecipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Subrecipient for the period during which it retains ownership or possession of the property.

7. Subrecipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Subrecipient shall comply with information requests, on-site compliance reviews and reporting requirements.

8. Subrecipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Subrecipient also must inform the Department of the Treasury if Subrecipient has received no complaints under Title VI.

9. Subrecipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the Subrecipient and the administrative agency that made the finding. If the Subrecipient settles a case or matter alleging such discrimination, the Subrecipient must provide documentation of the settlement. If Subrecipient has not been the subject of any court or administrative agency finding of

discrimination, please so state.

10. If the Subrecipient makes sub-awards to other agencies or other entities, the Subrecipient is responsible for ensuring that sub-Subrecipients also comply with Title VI and other applicable authorities covered in this document State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that that they are effectively monitoring the civil rights compliance of sub- Subrecipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

EXHIBIT P

SLFRF SUBRECIPIENT QUARTERLY REPORT

1. **SLFRF SUBRECIPIENT QUARTERLY REPORT WORKBOOK**

1.1 The SLFRF Subrecipient Quarterly Report Workbook must be submitted to the State Agency within ten (10) days following each quarter ended September, December, March and June. The SLFRF Subrecipient Quarterly Report Workbook can be foundat: https://osc.colorado.gov/american-rescue-plan-act (see SLFRF Grant Agreement Templates tab)

EXHIBIT Q

SAMPLE SLFRF REPORTING MODIFICATION FORM

Local Agency:		Agreement No:
Project Title:		Project No:
Project Duration: To:		From:
State Agency:	CDOT	

This form serves as notification that there has been a change to the reporting requirements set forth in theoriginal SLFRF Grant Agreement.

The following reporting requirements have been (add/ remove additional rows as necessary):

Updated Reporting Requirement **(Add/Delete/Modify)**	**Project Number**	**Reporting Requirement**

By signing this form, the Local Agency agrees to and acknowledges the changes to the reporting requirements set forth in the original SLFRF Grant Agreement. All other terms and conditions of the original SLFRF Grant Agreement, with any approved modifications, remain in full force and effect. Grantee shall submit this form tothe State Agency within 10 business days of the date sent by that Agency.

_____ _____

Local Agency Date

_____ _____

CDOT Program Manager Date

Exhibit R
APPLICABLE FEDERAL AWARDS

FEDERAL AWARD(S) APPLICABLE TO THIS GRANT AWARD

Federal Awarding Office	US Department of the Treasury
Grant Program	Coronavirus State and Local Fiscal Recovery Funds
Assistance Listing Number	21.027
Federal Award Number	SLFRP0126
Federal Award Date *	May 18, 2021
Federal Award End Date	December 31, 2024
Federal Statutory Authority	Title VI of the Social Security Act, Section 602
Total Amount of Federal Award (this is not the amount of this grant agreement)	$3,828,761,790

* Funds may not be available through the Federal Award End Date subject to the provisions in §2 and §5 below.

EXHIBIT S

PII Certification

STATE OF COLORADO

LOCAL AGENCY CERTIFICATION FOR ACCESS TO PII THROUGH A DATABASE OR AUTOMATED NETWORK

Pursuant to § 24-74-105, C.R.S., I, _____, on behalf of _____ (legal name of Local Agency) (the "Local Agency"), hereby certify under the penalty of perjury that the Local Agency 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 Local Agency.

Signature: _____

Printed Name: _____

Title: _____

Date: _____

EXHIBIT T

CHECKLIST OF REQUIRED EXHIBITS DEPENDENT ON FUNDING SOURCE

Checklist for required exhibits due to funding sources. Required Exhibits are dependent on the source of funding. This is a guide to assist in the incorporation and completion of Exhibits in relation to funding sources.

Exhibit	Funding only from FHWA	Funding only from ARPA	FHWA and ARPA Funding
EXHIBIT A, SCOPE OF WORK	✓	✓	✓
EXHIBIT B, SAMPLE OPTION LETTER	✓	✓	✓
EXHIBIT C, FUNDING PROVISIONS	✓	✓	✓
EXHIBIT D, LOCAL AGENCY RESOLUTION (IF APPLICABLE)	✓	✓	✓
EXHIBIT E, LOCAL AGENCY AGREEMENT ADMINISTRATION CHECKLIST	✓	✓	✓
EXHIBIT F, CERTIFICATION FOR FEDERAL-AID AGREEMENTS	✓		✓
EXHIBIT G, DISADVANTAGED BUSINESS ENTERPRISE	✓		✓
EXHIBIT H, LOCAL AGENCY PROCEDURES FOR CONSULTANT SERVICES	✓		✓
EXHIBIT I, FEDERAL-AID AGREEMENT PROVISIONS FOR CONSTRUCTION AGREEMENTS	✓		✓
EXHIBIT J, ADDITIONAL FEDERAL REQUIREMENTS	✓		✓

EXHIBIT K, FFATA SUPPLEMENTAL FEDERAL PROVISIONS	✓	✓	✓
EXHIBIT L, SAMPLE SUBRECIPIENT MONITORING AND RISK ASSESSMENT FORM	✓	✓	✓
EXHIBIT M, OMB UNIFORM GUIDANCE FOR FEDERAL AWARDS	✓		✓
EXHIBIT N, FEDERAL TREASURY PROVISIONS		✓	✓
EXHIBIT O, AGREEMENT WITH SUBRECIPIENT OF FEDERAL RECOVERY FUNDS		✓	✓
EXHIBIT P, SLFRF SUBRECIPIENT QUARTERLY REPORT		✓	✓
EXHIBIT Q, SLFRF REPORTING MODIFICATION FORM		✓	✓
EXHIBIT R, APPLICABLE FEDERAL AWARDS		✓	✓
EXHIBIT S, PII CERTIFICATAION	✓	✓	✓
EXHIBIT T, CHECKLIST OF REQUIRED EXHIBITS DEPENDENT ON FUNDING SOURCE	✓	✓	✓

FEDERAL HIGHWAY ADMINISTRATION

PROMOTING RESILIENT OPERATIONS FOR TRANSFORMATIVE, EFFICIENT AND COST SAVING TRANSPORTATION (PROTECT) DISCRETIONARY GRANT PROGRAM

SCHEDULES A THROUGH K TO THE FMIS PROJECT AGREEMENT FOR THE

Box Elder Creek Roadway Erosion and Flood Protection

SCHEDULE A
ADMINISTRATIVE INFORMATION

1. Application.

Application Title: Box Elder Creek Roadway Erosion and Flood Protection

Application Date: August 18, 2023

2. Recipient's Unique Entity Identifier.

See section 25.3 of the General Terms and Conditions.

3. Recipient Contact(s).

See Grant Management System.

4. Reserved.

5. FHWA Project Contact(s).

See Grant Management System.

6. Payment System.

USDOT Payment System: FMIS

7. Office for Subaward and Contract Authorization.

USDOT Office for Subaward and Contract Authorization: FHWA Division Office

8. Federal Award Identification Number.

See section 25.2 of the General Terms and Conditions.

9. Designated Subrecipient.

Designated Subrecipient: City of Aurora

10. Reserved.

SCHEDULE B
PROJECT ACTIVITIES

1. General Project Description.

The project will reconstruct flood-damaged 56th Avenue and Hudson Road at their crossings with Box Elder Creek. Drainage crossings will be improved by armoring both roads and protecting Box Elder Creek channels to withstand significant rainstorm events.

2. Statement of Work.

This resiliency project will rebuild 56th Avenue and Hudson Road at their crossings with Box Elder Creek. Both roads were destroyed during heavy rains in June 2023. 56th Avenue will be reconstructed east of N. Hayesmount Road and Hudson Road, while Hudson Road will be reconstructed north of 48th Avenue. The project will provide a resilient and adaptive infrastructure to counter the certainty of future erosion and heavy rain-induced flooding characteristic of the creek's geography. The project will be completed in three phases:

- Phase I (Preliminary Engineering and NEPA)
- Phase II (ROW and Final Design)
- Phase III (Construction)

SCHEDULE C
AWARD DATES AND PROJECT SCHEDULE

1. Award Dates.

Budget Period End Date: December 31, 2028

Period of Performance End Date: See section 4.4 of the General Terms and Conditions

2. Estimated Project Schedule.

Milestone	Schedule Date
Planned Construction Substantial Completion and Open to Traffic Date:	December 31, 2027

3. Special Milestone Deadlines.

None.

SCHEDULE D
AWARD AND PROJECT FINANCIAL INFORMATION

1. Award Amount.

PROTECT Grant Amount: $10,800,000 – FY2022 & FY2023

2. Federal Obligation Information.

Federal Obligation Type: Multiple

Obligation Condition Table		
Portion of the Project	**Portion of the PROTECT Grant**	**Obligation Condition**
Phase 1 -Preliminary Design/ NEPA	$687,050	
Phase 2 - ROW/ Final Design	$309,550	If the NEPA is completed and the Recipient has met all the applicable Federal, State, and local requirements.
Phase 3 - Construction	$9,799,900	If the FHWA State Division Office approves the PS&E for the Project and the Recipient has met all the applicable Federal, State, and local requirements.

3. Approved Project Budget.

See FMIS.

Eligible Project Costs

	Phase 1	Phase 2	Phase 3	Total
PROTECT Grant Funds:	$687,050	$309,550	$9,799,900	$10,800,000.00
Local Funds:	$222,950	$100,450	$3,180,100	$3,500,000
In-Kind Match:	$0.00	$0.00	$0.00	$0.00
Total:	$910,000	$410,000	$12,980,000	$14,300,000.00

4. Approved Pre-Award Costs.

On September 20, 2024, CDOT sent a written request to the FHWA Colorado Division for expenditure approval of $1,635,000 of non-federal funds prior to the final grant agreement and obligation of the PROTECT grant funds under 23 U.S.C. 115. The Division approved this request on September 24, 2024. Also See FMIS.

5. General Terms and Conditions.

(a) In this agreement, "**General Terms and Conditions**" means the content of the document titled "General Terms and Conditions Under the Fiscal Year 2022 and Fiscal Year 2023 Promoting Resilient Operations for Transformative, Efficient and Cost Saving Transportation (PROTECT) Discretionary Grant Program" dated October, 2024, which is available at https://www.fhwa.dot.gov/environment/protect/discretionary/grant_recipients/

The General Terms and Conditions reference the information contained in the schedules A – K to this agreement. The General Terms and Conditions are part of this agreement.

(b) The Recipient states that it has knowledge of the General Terms and Conditions.

(c) The Recipient acknowledges that the General Terms and Conditions impose obligations on the Recipient and that the Recipient's non-compliance with the General Terms and Conditions may result in remedial action which may include but is not limited to terminating the PROTECT grant, disallowing costs incurred for the Project, requiring the Recipient to refund to the FHWA the PROTECT Grant, and reporting the non-compliance in the Federal-government-wide integrity and performance system.

6. Special Terms and Conditions

(a) The FHWA is required under 23 U.S.C. 176(f)(1)(B)) to establish impact and effectiveness metrics and evaluation procedures for the PROTECT Discretionary Grant Program. The FHWA will select a representative sample of FY 2022 and FY 2023 PROTECT Discretionary Grant Program projects and evaluate the effectiveness and impact of each project using the metrics established under 23 U.S.C. 176(f)(1)(B). The Recipient acknowledges that the project described herein may be selected as part of this representative sample. The Recipient acknowledges further that if the project is selected then the Recipient may have additional reporting requirements pursuant to that selection.

SCHEDULE E
CHANGES FROM APPLICATION

Scope: None

Schedule:

The City of Aurora submitted the Box Elder Creek Roadway Improvements grant application with an anticipated timeline based on the assumption that grant awards would be announced by the end of 2023, allowing grant agreement execution in January 2024 and a quick start to design work. However, notification of the grant award was delayed until April 2024, and the grant agreement execution process has taken longer than expected. In response, the City has been actively working to obtain pre-agreement authorization to initiate design work while finalizing the grant agreement. Pre-agreement authorization to initiate design was approved September 24, 2024.

Originally, the project schedule aimed to expedite the reopening of the roadway ahead of stream channel improvements. However, further review determined that packaging the stream and roadway improvements together would yield no time savings in the approval process, so both components will advance simultaneously. The initial timeline assumed an expedited roadway approval, but the current, more detailed design schedule now reflects an 18-month period for both design and environmental approvals. As a result, roadway construction, initially anticipated for completion by fall 2025, is now projected to conclude in spring 2027.

The table below compares the Project milestone dates.

Milestone	Application	Agreement
Planned Construction Substantial Completion and Open to Traffic Date:	June 30, 2025	December 31, 2027

Budget:

No changes.

Other:
No changes.

SCHEDULE F
PROTECT PROGRAM DESIGNATIONS

1. Capital or Planning Designation.

Capital-Planning Designation: Capital

2. Funding Source.

Funding Source: General Fund – FY2022 & FY2023 - $10,800,000.00

3. Security Risk Designation.

Security Risk Designation: Low

4. Funding Acts.

Infrastructure Investment and Jobs Act (Pub. L. 117–58, November 15, 2021): Highway Trust Funds (IIJA § 11101(b)(1)(E))

Consolidated Appropriations Act 2022 (Pub. L. 117-103): General Funds

Consolidated Appropriates Act 2023 (Pub. L. 117-328): General Funds

5. Funds Obligation.

FY 2022 Funds Obligation Deadline: September 30, 2025

FY 2023 Funds Obligation Deadline: September 30, 2026

6. Cancellation Date.

Highway Trust Funds: Available until expended

FY 2022 General Funds: September 30, 2030

FY 2023 General Funds: September 30, 2031

SCHEDULE G
PROTECT PERFORMANCE MEASUREMENT INFORMATION

Study Area: The project is located in a rural area of northeastern Colorado, just east of the Denver-Aurora Urban Center. The roads that were washed out and are in need of reconstruction are 56th Avenue and Hudson Road at Box Elder Creek.

Baseline Measurement Date: February 1, 2025

Baseline Report Date: March 31, 2025

Table 2: Performance Measure Table for PROTECT Resilience Improvement Grants

Applicability	Measure	Example	Measurement Frequency & Method
Resilience Improvement Projects	Qualitative description of how the project reduced vulnerability of a critical transportation asset to natural hazards and/or climate change via reduced exposure, sensitivity, or improved adaptive capacity	Roadway elevated by 2 feet to accommodate projected sea level rise; stormwater pumping station installed to accommodate increased precipitation	Annual Suggested reference: FHWA Vulnerability Assessment and Adaptation Framework, 3rd Edition
Projects Addressing Flooding/Scour	Number of constructed crossings designed to accommodate additional future projected precipitation events and projected changes in land use/land cover [OR] Number of culverts built to withstand the 100-year flood	3 culverts installed designed to withstand the 100-year flood	Annual Include qualitative description of how future conditions were incorporated in final design

SCHEDULE H
CLIMATE CHANGE AND ENVIRONMENTAL JUSTICE IMPACTS

Consideration of Climate Change and Environmental Justice Impacts.

The Recipient states that rows marked with "X" in the following table are accurate:

	The Project directly supports a Local/Regional/State Climate Action Plan that results in lower greenhouse gas emissions. *(Identify the plan in the supporting narrative below.)*
	The Project directly supports a Local/Regional/State Equitable Development Plan that results in lower greenhouse gas emissions. *(Identify the plan in the supporting narrative below.)*
	The Project directly supports a Local/Regional/State Energy Baseline Study that results in lower greenhouse gas emissions. *(Identify the plan in the supporting narrative below.)*
	The Recipient or a project partner used environmental justice tools, such as the EJSCREEN, to minimize adverse impacts of the Project on environmental justice communities. *(Identify the tool(s) in the supporting narrative below.)*
	The Project supports a modal shift in freight or passenger movement to reduce emissions or reduce induced travel demand. *(Describe that shift in the supporting narrative below.)*
	The Project utilizes demand management strategies to reduce congestion, induced travel demand, and greenhouse gas emissions. *(Describe those strategies in the supporting narrative below.)*
	The Project incorporates electrification infrastructure, zero-emission vehicle infrastructure, or both. *(Describe the incorporated infrastructure in the supporting narrative below.)*
	The Project supports the installation of electric vehicle charging stations. *(Describe that support in the supporting narrative below.)*
	The Project promotes energy efficiency. *(Describe how in the supporting narrative below.)*
	The Project serves the renewable energy supply chain. *(Describe how in the supporting narrative below.)*

X	The Project improves disaster preparedness and resiliency *(Describe how in the supporting narrative below.)*
	The Project avoids adverse environmental impacts to air or water quality, wetlands, and endangered species, such as through reduction in Clean Air Act criteria pollutants and greenhouse gases, improved stormwater management, or improved habitat connectivity. *(Describe how in the supporting narrative below.)*
	The Project repairs existing dilapidated or idle infrastructure that is currently causing environmental harm. *(Describe that infrastructure in the supporting narrative below.)*
	The Project supports or incorporates the construction of energy- and location-efficient buildings. *(Describe how in the supporting narrative below.)*
	The Project includes recycling of materials, use of materials known to reduce or reverse carbon emissions, or both. *(Describe the materials in the supporting narrative below.)*
	The Recipient has taken other actions to consider climate change and environmental justice impacts of the Project. *(Describe those actions in the supporting narrative below.)*
	The Recipient has not yet taken actions to consider climate change and environmental justice impacts of the Project but, before beginning construction of the Project, will take relevant actions described in schedule B. *(Identify the relevant actions from schedule B in the supporting narrative below.)*
	The Recipient has not taken actions to consider climate change and environmental justice impacts of the Project and will not take those actions under this award.

Supporting Narrative.

The Project improves disaster preparedness and resiliency. The Project design considers future 20-year flood events and projected increases in unpredictable, extreme, and prolonged precipitation events. Improved roadway infrastructure will allow low water stream crossings during future heavy rainfall events, reducing future channel maintenance needs, eliminating the need for road closures, and increasing the overall life of the design. Roadway improvements will also provide insulation from future high-level runoff events through adaptive measures designed to absorb, slow, store, and direct increased stormwater volumes. Adaptive measures will include channel and bank stabilization and vegetated articulated concrete, which will be placed and

seeded to permanently stabilize the channel with an intricate root system, preventing erosion even from heavier stormwater events.

SCHEDULE I
EQUITY AND BARRIERS TO OPPORTUNITY

Efforts to Improve Racial Equity and Reduce Barriers to Opportunity.

The Recipient states that rows marked with "X" in the following table are accurate:

	A racial equity impact analysis has been completed for the Project. *(Identify a report on that analysis or, if no report was produced, describe the analysis and its results in the supporting narrative below.)*
	The Recipient or a project partner has adopted an equity and inclusion program/plan or has otherwise instituted equity-focused policies related to project procurement, material sourcing, construction, inspection, hiring, or other activities designed to ensure racial equity in the overall delivery and implementation of the Project. *(Identify the relevant programs, plans, or policies in the supporting narrative below.)*
X	The Project includes physical-barrier-mitigating land bridges, caps, lids, linear parks, and multimodal mobility investments that either redress past barriers to opportunity or that proactively create new connections and opportunities for underserved communities that are underserved by transportation. *(Identify the relevant investments in the supporting narrative below.)*
	The Project includes new or improved walking, biking, and rolling access for individuals with disabilities, especially access that reverses the disproportional impacts of crashes on people of color and mitigates neighborhood bifurcation. *(Identify the new or improved access in the supporting narrative below.)*
	The Project includes new or improved freight access to underserved communities to increase access to goods and job opportunities for those underserved communities. *(Identify the new or improved access in the supporting narrative below.)*
	The Recipient has taken other actions related to the Project to improve racial equity and reduce barriers to opportunity. *(Describe those actions in the supporting narrative below.)*
	The Recipient has not yet taken actions related to the Project to improve racial equity and reduce barriers to opportunity but, before beginning construction of the Project, will take relevant actions described in schedule B. *(Identify the relevant actions from schedule B in the supporting narrative below.)*

	The Recipient has not taken actions related to the Project to improve racial equity and reduce barriers to opportunity and will not take those actions under this award.

Supporting Narrative.

The Project includes physical-barrier-mitigating land bridges, caps, lids, linear parks, and multimodal mobility investments that either redress past barriers to opportunity or that proactively create new connections and opportunities for underserved communities that are underserved by transportation.

The project will proportionately reduce the impacts of flooding and remove transportation related challenges for all populations in the project area and the City of Aurora, including disadvantaged populations. The proposed design incorporates measures to protect the roadways; roadway base reinforcement, erosion protection, and improved drainage. These protective measures will mitigate future damage from flooding events, lessening the impacts to both the roadways and the populations that rely on those routes.

Over 20 census tracts in the City of Aurora are identified as disadvantaged by the CEJST. 56th Avenue and Hudson Road connect these census tracts and other marginalized communities to critical community resources, essential services and good-paying jobs including Denver International Airport and Colorado Air and Space Port. The project will improve access to these sites, removing barriers to nearby disadvantaged populations by removing extra drive time and additional detour miles that increase the potential for vehicle crashes.

SCHEDULE J
LABOR AND WORK

Efforts to Support Good-Paying Jobs and Strong Labor Standards

The Recipient states that rows marked with "X" in the following table are accurate:

	The Recipient or a project partner has adopted the use of project labor agreements in the overall delivery and implementation of the Project. *(Identify the relevant agreements and describe the scope of activities they cover in the supporting narrative below.)*
	The Recipient or a project partner has adopted the use of local and economic hiring preferences in the overall delivery and implementation of the Project, subject to all applicable State and local laws, policies, and procedures. *(Describe the relevant provisions in the supporting narrative below.)*
	The Recipient or a project partner has adopted the use of registered apprenticeships in the overall delivery and implementation of the Project. *(Describe the use of registered apprenticeship in the supporting narrative below.)*
	The Recipient or a project partner will provide training and placement programs for underrepresented workers in the overall delivery and implementation of the Project. *(Describe the training programs in the supporting narrative below.)*
	The Recipient or a project partner will support free and fair choice to join a union in the overall delivery and implementation of the Project by investing in workforce development services offered by labor-management training partnerships or setting expectations for contractors to develop labor-management training programs. *(Describe the workforce development services offered by labor-management training partnerships in the supporting narrative below.)*

	The Recipient or a project partner will provide supportive services and cash assistance to address systemic barriers to employment to be able to participate and thrive in training and employment, including childcare, emergency cash assistance for items such as tools, work clothing, application fees and other costs of apprenticeship or required pre-employment training, transportation and travel to training and work sites, and services aimed at helping to retain underrepresented groups like mentoring, support groups, and peer networking. *(Describe the supportive services and/or cash assistance provided to trainees and employees in the supporting narrative below.)*
	The Recipient or a project partner has documented agreements or ordinances in place to hire from certain workforce programs that serve underrepresented groups. *(Identify the relevant agreements and describe the scope of activities they cover in the supporting narrative below.)*
X	The Recipient or a project partner participates in a State/Regional/Local comprehensive plan to promote equal opportunity, including removing barriers to hire and preventing harassment on work sites, and that plan demonstrates action to create an inclusive environment with a commitment to equal opportunity, including: a. affirmative efforts to remove barriers to equal employment opportunity above and beyond complying with Federal law; b. proactive partnerships with the U.S. Department of Labor's Office of Federal Contract Compliance Programs to promote compliance with EO 11246 Equal Employment Opportunity requirements; c. no discriminatory use of criminal background screens and affirmative steps to recruit and include those with former justice involvement, in accordance with the Fair Chance Act and equal opportunity requirements; d. efforts to prevent harassment based on race, color, religion, sex, sexual orientation, gender identity, and national origin; e. training on anti-harassment and third-party reporting procedures covering employees and contractors; and f. maintaining robust anti-retaliation measures covering employees and contractors. *(Describe the equal opportunity plan in the supporting narrative below.)*
	The Recipient has taken other actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards. *(Describe those actions in the supporting narrative below.)*

	The Recipient has not yet taken actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards but, before beginning construction of the Project, will take relevant actions described in schedule B. *(Identify the relevant actions from schedule B in the supporting narrative below.)*
	The Recipient has not taken actions related to the Project to improving good-paying jobs and strong labor standards and will not take those actions under this award.

Supporting Narrative.

The Recipient or a project partner participates in a State/Regional/Local comprehensive plan to promote equal opportunity, including removing barriers to hire and preventing harassment on work sites, and that plan demonstrates action to create an inclusive environment with a commitment to equal opportunity.

The City places a high emphasis on the utilization of Disadvantaged Business Enterprises (DBE), Minority-owned Businesses, Women-owned Businesses, and 8(a) firms to ensure local inclusive economic development. In addition, the City includes the follow Equal Employment Opportunity language in design contracts:

Designer shall not discriminate against any employee or applicant for employment on the basis of race, color, national origin, ancestry, age, sex (gender), religion, creed, or physical or mental disability. Designer shall adhere to lawful equal opportunity guidelines in selecting employees, provided that no person is illegally discriminated against on any of the preceding bases. This provision shall govern, but shall not be limited to, recruitment, employment, promotion, demotion, and transfer, and advertising therefor; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship. Designer shall post, in all places conspicuous to employees and applicants for employment, notices provided by the State of Colorado setting forth the provisions of this nondiscrimination clause.

SCHEDULE K
CIVIL RIGHTS AND TITLE VI

1. Recipient Type Designation.

Recipient Type Designation: Existing

Existing Award Program: BULD-19-0007-CO 0704251 FY 19 Build Grant Program, I-70 and Picadlily Interchange

2. Title VI Assessment Information.

This section is not applicable because the Recipient Type Designation is "Existing."

Transportation, Airports and Public Works (TAPS) Policy Committee Meeting

July 27, 2023

Members Present: Council Member (CM) Juan Marcano, Chair; Council Member (CM) Angela Lawson, Vice-Chair, Council Member (CM) Ruben Medina

Others Present: Elly Watson, Julie Patterson, Cindy Colip, Carlie Campuzano, Lynne Center, Steve Durian, Ryan Germeroth, Brian Rulla, Daniel Brotzman, Haley Busch Johansen, Huiliang Liu, Jim Paral, Mac Callison, Scott Bauman, Traci Burton and Rachel Allen

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1. WELCOME AND INTRODUCTION

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2. APPROVAL OF MINUTES

The minutes for the June 22, 2023 TAPS meeting were approved as written.

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3. CONSENT ITEMS (None)

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4. GENERAL BUSINESS

4.a. Speed Data Collection and Evaluation

Summary of Issue and Discussion:

Carlie Campuzano, Traffic Manager in the Public Works Department, presented the collection and utilization of speed data to support engineering decisions, as per the request of CM Marcano. C. Campuzano mentioned that the Traffic Engineering Group collects various types of data for different purposes, including using about 80 continuous traffic counters at traffic signals. They also utilize video detection for traffic signals and have a web-based system to access the collected data.

In addition to their own data collection, the group frequently orders data collection services from private companies in the area. She mentioned a specific program called the "Neighborhood Traffic Calming Program," which has been popular since its launch in 2019. For this program, they collect speed and volume data regularly whenever they receive an application. They frequently gather turning movement count data at intersections during peak-hour periods, as well as volume data over three-day periods. Before making changes to traffic conditions, such as a signal warrant or all-way stop warrant studies, they collect data to see if changes are warranted. Additionally, the group collects turning movement counts to assess the need for signal phasing changes, like adding a protected left turn arrow. They also gather pedestrian and bicycle data to evaluate crossings and determine if they meet the criteria for different treatments or enhancements.

C. Campuzano explained the traffic calming data collection and the methods employed for collecting speed data. The most commonly used method in the city is through pneumatic tubes. These tubes, usually seen stretched across roadways, have a small box counter on the side of the road that collects

intersection already experienced bad car accidents, making it even more concerning if pedestrians were present during those times. She hoped that these evaluations would be a part of the programming to address safety concerns and ensure appropriate measures were taken as the city grew and traffic patterns shifted.

C. Campuzano acknowledged the concerns raised by CM Lawson and assured them that the Traffic Engineering team would investigate the traffic situation at Smoky Hill and Chambers. She mentioned that Parker and Quincy had been recently updated with some tweaks, and there was a big grant-funded project for Parker, Quincy, and Smoky, which would be retimed as part of it. She also mentioned that when East Bank opens, they plan to reevaluate the area. She further stated that the residents in Pier Point had her contact information and would notify her if they encountered any issues related to traffic or safety in the area.

Outcome: Information only.

Follow-up Action: No follow-up needed.

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5. MISCELLANEOUS MATTERS

Cindy Colip mentioned that she had two things to discuss. The first one involved bringing Lynne Center on board to address the flooded-out roads in Northeast Aurora. They have an opportunity to apply for a grant, but the timeframe is very short. Lynne provided an update and requested to proceed with pursuing the grant.

Lynne Center, the Deputy Director of Public Works Operations, then gave a presentation about the flooding that had occurred on Box Elder Creek, causing significant damage to the roads in the area. The affected roads were 56th Avenue between Hudson Road and Monaghan Road, as well as Hudson Road between 26th Avenue and 56th Avenue. L. Center showed a video of the water flow and presented pictures of the damage, with most of the erosion being approximately four feet deep on 56th Avenue.

L. Center also presented images of the flooded Hudson Road. She showed pictures of the road during the flood and after the waters receded, revealing significant damage. The images depicted approximately four feet of scour and destruction of the roadway. CM Marcano expressed astonishment, describing the road as looking "bombed out." Both 56th Avenue and Hudson Road were closed to traffic due to the damage caused by the flood. The closures are expected to last for at least the next 12 months, possibly even longer. The recovery process is still ongoing, but preliminary assessments indicated that a full roadway reconstruction would be necessary. Initial estimates suggested that just under 6,000 square yards of pavement would need to be reconstructed. The situation requires significant repair and reconstruction efforts to restore the affected roads.

L. Center mentioned the estimated cost of the road repair and improvement project is expected to exceed $10 million. This includes drainage improvements and making the roadway more resilient to future flooding. She mentioned the Protect Grant from the Federal Emergency Management Agency,

which provides 75/25 funding match for improvements aimed at preventing the recurrence of damage from similar events. She expressed the intention to pursue the grant and sought support from others, as the deadline for application is August 18.

CM Lawson asked a question regarding the potential for further deterioration of the roads due to upcoming storms and rain. She expressed concern about the impact of frequent storms and asked if there was any way to mitigate the worsening condition of the roads. L. Center responded by stating that it was difficult to tell how much more deterioration would occur. She explained that the flooding had happened when Box Elder jumped its banks, indicating the challenges in anticipating the extent of damage from future weather events.

L. Center explained that the flooding did not follow its usual flow path, catching them by surprise. She expressed uncertainty about mitigating further damage at that point, as any action taken could potentially cause additional issues downstream. The roads are currently closed, and she hoped that people would obey the closure signs. As the city proceeds with the design process, it is expected to find more damage that might not be immediately visible, especially with the presence of bad soil that exacerbated the situation when saturated.

CM Marcano raised concerns about sinkholes. L. Center and C. Colip acknowledged the possibility of sinkholes, especially with more rain. They discussed their efforts to close enough of the road to capture areas where sinkholes could occur, and they were prepared to close additional areas if necessary. L. Center mentioned that initially, they had closed a larger section of the road but later reopened parts of it after surveying and deeming the roadway condition safe for traffic.

CM Marcano asked if the grant would cover the full cost of the project. L. Center explained that the grant would cover additional improvements or betterments, such as different pavement designs, raising the roadway elevation, bridges, culverts, stream restoration, and measures to protect the road from future flooding. However, the basic restoration, which includes repaving, would still be the responsibility of the city, and it's unclear if that cost would be part of the city's match for the grant.

CM Marcano asked if the city had talked to Adams County about the flooding project, mentioning that the flooding had impacted some unincorporated parts, including Bennett, CO. and Watkins, CO. He inquired about the possibility of Adams County assisting. L. Center explained that HDR had managed much of the engagement, and they had reached out to Adams County for letters of support for the grant application. Additionally, HDR has reached out to stakeholders in the affected areas to gather information for the grant proposal.

CM Marcano thanked L. Center for the update on the grant application. He also asked if the committee would support moving forward with applying for the grant. CM Medina and CM Lawson expressed their support for the grant application. CM Marcano acknowledged that it was unanimous.

C. Colip informed the committee that it was Steve Durian's, Deputy Director of Public Works Development Review, last TAPS Meeting as he had accepted a position in Boulder County as their Public Works Director. She commended S. Durian's contributions to improving the development review process and metrics within Public Works. CM Marcano thanked Steve and congratulated him on his new position. S. Durian expressed gratitude for the support he received during his time on the committee.

RESOLUTION NO. R2025- ____

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, FOR THE INTERGOVERNMENTAL AGREEMENT BETWEEN CITY OF AURORA AND COLORADO DEPARTMENT OF TRANSPORTATION FOR THE BOX ELDER CREEK ROADWAY EROSION AND FLOOD PROTECTION PROJECT

WHEREAS, the City of Aurora, Colorado (the "City"), and the State of Colorado Department of Transportation ("CDOT"), collectively "the Parties", as government agencies, are authorized by the provisions of Colo. Const., art. XIV, § 18(2)(a) and C.R.S. §§ 29-1-201, et seq., to contract with one another to provide any function, service or facility lawfully authorized to each; and

WHEREAS, the City applied for a Resilience Improvement Grant in August of 2023 to seek funding to reconstruct the now closed, flood-damaged 56th Avenue and Hudson Road within the vicinity of Box Elder Creek ("Project"); and

WHEREAS, the Project was awarded $10.8M in PROTECT federal grant funding through USDOT that will be administered by CDOT; and

WHEREAS, the Project goals are to reconstruct the flood damaged roads and upgrades will include bank and channel stabilization, vegetation to increase water retention and roadway protection; and

WHEREAS, design of the Project is ongoing and will continue through spring 2026 with construction planned for summer 2026 through spring 2027; and

WHEREAS, the City and CDOT desire to enter into the intergovernmental agreement for CDOT to memorialize their funding contributions, roles and responsibilities for the Project; and

WHEREAS, the intergovernmental agreement is for $14,300,000, which includes the City's local match of $3,500,000 and the PROTECT Grant award of $10,800,000; and

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

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

Section 1. The Intergovernmental Agreement between the City of Aurora and Colorado Department of Transportation for the Box Elder Creek Roadway Erosion and Flood Protection Project is hereby approved.

Section 2. The Mayor and City Clerk are hereby authorized to execute the intergovernmental agreement in substantially the form presented at this meeting with such technical additions, deletions, and variations as may be deemed necessary or appropriate by the City Attorney.

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

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

RESOLVED AND PASSED this _____ day of _____, 2025.

_____
MIKE COFFMAN, Mayor

ATTEST:

_____
KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

PETER A. SCHULTE, CITY ATTORNEY

Michelle Gardner RLA
By: MICHELLE GARDNER, Sr. Assistant City Attorney

CITY OF AURORA
Council Agenda Commentary

Item Title: Disposition of Surplus Property in Washington County
Item Initiator: Hector Reynoso, Real Property Services Manager
Staff Source/Legal Source: Hector Reynoso, Real Property Services Manager, Alex Davis, Assistant General Manager of Water Supply & Demand, Aurora Water / Michelle Gardner, Senior Assistant City Attorney
Outside Speaker: N/A
Council Goal: 2012: 3.0--Ensure excellent infrastructure that is well maintained and operated.

COUNCIL MEETING DATES:

Study Session: N/A

Regular Meeting: 1/27/2025

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

Item requires a Public Hearing: ☐ Yes ☒ No

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

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

Waiver of Reconsideration is being requested to meet the closing date and devest City's responsibility to maintain the property.

Consideration to APPROVE A RESOLUTION of the City Council of the City of Aurora, Colorado, expressing the Aurora City Council's approval of the contract to buy and sell real estate (land) by and between the City of Aurora, Colorado, a municipal corporation, acting by and through its utility enterprise and Pavel Simonovich and Natalya Simonovich.

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

☐ Approve Item and Move Forward to Study Session

☐ Approve Item as Proposed at Study Session

☐ Approve Item and Move Forward to Regular Meeting

☐ Approve Item as Proposed at Regular Meeting

☐ Information Only

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

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: N/A

Policy Committee Date: N/A

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

☐ Recommends Approval ☐ Does Not Recommend Approval

☐ Forwarded Without Recommendation ☐ Minutes Not Available

☐ Minutes Attached

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

June 28, 2023, Declaration of Surplus Property was approved by City Council by Resolution Number R-2023-70

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

In 2022, Aurora Water ("Water") notified the Real Property Services Division ("RPS") that the property that is legally described and depicted in the attached Exhibit A is surplus to Water's needs. In compliance with Business Policy Memorandum ("BPM") 4-14, RPS coordinated with all City departments and has completed the procedures necessary for disposition of the Thompson property. The Manager of RPS has reviewed the status of the property to determine that it is not restricted to use or otherwise encumbered so as to preclude disposal and the City Attorney's office has verified the review. In accordance with BPM 4-14, the City Manager has been advised of the departmental responses and the determination of property status.

On August 8th, 2020, Aurora Water paid $45,500 to acquire the 13 acres (566,280 square feet) of vacant unimproved land ("Subject Property") as part of a water rights purchase. The Subject Property is more particularly described and depicted on the attached Exhibit A. The Subject Property does not include any improvements and contains land only. All 22 City departments approved an unconditional disposition. Determination of property status is SURPLUS to the City's needs. The city has recorded a dry up covenant and access easement for perfecting the water rights over the entirety of the Subject Property. On 1/31/2024, RPS listed the Subject Property for sale on the MLS for $50,000. On 1/9/2025, an offer to purchase the Subject Property for $46,000 was submitted to the City. City staff counter-offered a sales price of $48,000 and the potential buyer, Pavel & Natalia Simonovich, accepted the counter-offer of $48,000.

City staff recommends passage of a resolution approving the sale of the Subject Property to Pavel & Natalia Simonovich in accordance with the terms of the attached Contract to Buy and Sell Real Estate (Land) and Counter-Proposal with a waiver of reconsideration.

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.)

$48,000 revenue from the sell of the property

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 approve the Resolution to sell the Subject Property to Pavel & Natalia Simonovich in accordance with the terms of the attached Contract to Buy and Sell Real Estate (Land) and Counter-Proposal with the requested waiver of reconsideration?

LEGAL COMMENTS

Pursuant to Colorado Revised Statute Section 31-15-101(d), the City of Aurora has the authority to acquire, hold, lease, and dispose of property, both real and personal. Pursuant to City Code Section 2-31(b)(1), the Mayor or designee, upon authorization by a majority vote of the members of City Council voting thereon, shall execute all conveyances of any interest in real property by the City; provided, however, that the City shall not sell or convey any lands granted to, or purchased for use and used by the City for park purposes, without a majority vote of the City's registered electors at a special or regular municipal election. Neither lands granted to, or purchased for use and used by the city for park purposes, nor water rights, shall be sold or conveyed without a majority vote of the registered electors at a special or regular municipal election. Nothing in this provision, however, shall prohibit the city from exchanging water rights, or from selling land which was acquired with water rights when such water rights are not sold, without a majority vote of the registered electors. (City Charter Section 10-6) (M. Gardner)

Motion to approve shall include a waiver of reconsideration.

EFFECTIVE DATE: 06-28-2023

RESOLUTION NO. R2023-70

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING THE DECLARATION OF SURPLUS PROPERTY KNOWN AS THE THOMPSON PARCEL AT TETSEL CAMPUS

WHEREAS, the City of Aurora ("City") owns approximately 13 acres (566,280 square feet) of vacant unimproved land in Washington County known as the Thompson parcel ("Thompson Parcel") that was acquired as part of a water rights purchase; and

WHEREAS, in 2022, Aurora Water notified the Real Property Services Division that the Thompson Parcel is surplus to their needs; and

WHEREAS, in compliance with Business Policy Memorandum ("BPM") 4-14, Real Property Services Division coordinated with all departments within the City of Aurora and has completed the procedures necessary for disposition of the Thompson Parcel; and

WHEREAS, the Real Property Services Division recommends a declaration of surplus property and disposal of the Thompson Parcel, pursuant to BPM 4-14((VI)(I), Disposal of Surplus Property; and

WHEREAS, City Council may declare identified property surplus to the City's needs and the Manager of Real Property Services shall procure an independent appraisal or other land value estimate sufficient to determine fair market value of the property in order to advertise it for sale; and

WHEREAS, pursuant to Colorado Revised Statute Section 31-15-101(d), the City has the authority to acquire, hold, lease, and dispose of property, both real and personal; and

WHEREAS, the City Council of the City of Aurora finds and determines that it is in the best interest of the City and the citizens of Aurora to declare the Thompson Parcel as surplus property.

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

Section 1. The Resolution declaring the Thompson Parcel at Tetsel Campus as surplus property is hereby approved. City staff is hereby authorized to advertise the Thompson Parcel for sale in the manner presented at this meeting and in compliance with BPM 4-14.

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

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

RESOLVED AND PASSED this 28th day of June, 2023.

MIKE COFFMAN, Mayor

ATTEST:

KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

RLA

MICHELLE GARDNER, Sr. Assistant City Attorney

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission. (CP40-8-24) (Mandatory 8-24)

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

COUNTERPROPOSAL

Date: ***1/9/2025***

1. This Counterproposal supersedes and replaces any previous counterproposal. This Counterproposal amends the proposed contract dated ***1/7/2025*** (Contract) between ***City of Aurora, Colorado, a municipal corporation, acting by and through its utility enterprise, hereinafter referred to as "Grantee"*** (Seller) and ***Pavel Simonovich and Natalya Simonovich*** (Buyer) relating to the sale and purchase of the following legally described real estate in the County of ***Washington***, Colorado (insert legal description): ***5N-54 MESSEX; ALL BLKS 9, 10,11,12,13,22 & LOTS 1,2,3,4,5,&6 IN BLK 21ALONG WITH VACATED ST & ALLEYS IN NE4SW4 RECORDED AT REC#875952 RECORED IN THE BOOKS OF THE WASHINGTON COUNTY CLERK AND RECORDERS OFFICE*** known as: ***54 5N Merino, CO 80741*** (Property).

NOTE: If the table is omitted, or if any item is left blank or is marked in the "No Change" column, it means no change to the corresponding provision of the Contract. If any item is marked in the "Deleted" column, it means that the corresponding provision of the Contract to which reference is made is deleted.

2. § 3.1. Dates and Deadlines. [**Note:** This table may be omitted if inapplicable.]

Item No.	Reference	Event	Date or Deadline		No Change	Deleted
1	§ 3	Time of Day Deadline			☒	
2	§ 3	Alternative Earnest Money Deadline	***2/28/2025***	Friday		
		Title				
3	§ 8	Record Title Deadline (and Tax Certificate)	***3/3/2025***	Monday		
4	§ 8	Record Title Objection Deadline	***3/4/2025***	Tuesday		
5	§ 8	Off-Record Title Deadline	***3/3/2025***	Monday		
6	§ 8	Off-Record Title Objection Deadline	***3/4/2025***	Tuesday		
7	§ 8	Title Resolution Deadline	***3/7/2025***	Friday		
8	§ 8	Third Party Right to Purchase/Approve Deadline			☒	
		Owners' Association				
9	§ 7	Association Documents Deadline			☒	
10	§ 7	Association Documents Termination Deadline			☒	
		Seller's Disclosures				
11	§ 10	Seller's Property Disclosure Deadline	***3/3/2025***	Monday		
12	§ 10	Lead-Based Paint Disclosure Deadline			☒	
		Loan and Credit				
13	§ 5	New Loan Application Deadline			☒	
14	§ 5	New Loan Terms Deadline			☒	
15	§ 5	New Loan Availability Deadline			☒	
16	§ 5	Buyer's Credit Information Deadline			☒	
17	§ 5	Disapproval of Buyer's Credit Information Deadline			☒	
18	§ 5	Existing Loan Deadline			☒	

Initials _____ 343

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19	§ 5	Existing Loan Termination Deadline			☒	
20	§ 5	Loan Transfer Approval Deadline			☒	
21	§ 4	Seller or Private Financing Deadline			☒	
		Appraisal				
22	§ 6	Appraisal Deadline			☒	
23	§ 6	Appraisal Objection Deadline			☒	
24	§ 6	Appraisal Resolution Deadline			☒	
		Survey				
25	§ 9	New ILC or New Survey Deadline	***3/11/2025***	Tuesday		
26	§ 9	New ILC or New Survey Objection Deadline	***3/14/2025***	Friday		
27	§ 9	New ILC or New Survey Resolution Deadline	***3/15/2025***	Saturday		
		Inspection and Due Diligence				
28	§ 2	Water Rights Examination Deadline	***n/a***			
29	§ 8	Mineral Rights Examination Deadline	***3/7/2025***	Friday		
30	§ 10	Inspection Termination Deadline	***3/8/2025***	Saturday		
31	§ 10	Inspection Objection Deadline	***3/8/2025***	Saturday		
32	§ 10	Inspection Resolution Deadline	***3/10/2025***	Monday		
33	§ 10	Property Insurance Termination Deadline			☒	
34	§ 10	Due Diligence Documents Delivery Deadline	***3/4/2025***	Tuesday		
35	§ 10	Due Diligence Documents Objection Deadline	***3/5/2025***	Wednesday		
36	§ 10	Due Diligence Documents Resolution Deadline	***3/6/2025***	Thursday		
37	§ 10	Environmental Inspection Termination Deadline (CBS2, 3, 4)			☒	
38	§ 10	ADA Evaluation Termination Deadline (CBS2, 3, 4)			☒	
39	§ 10	Conditional Sale Deadline			☒	
40	§ 10	Lead-Based Paint Termination Deadline			☒	
41	§ 11	Estoppel Statements Deadline (CBS2, 3, 4)			☒	
42	§ 11	Estoppel Statements Termination Deadline (CBS2,3,4)			☒	
		Closing and Possession				
43	§ 12	**Closing Date**	***3/14/2025***	Friday		
44	§ 17	Possession Date			☒	
45	§ 17	Possession Time			☒	
46	***27***	***Acceptance Deadline Date***	***1/13/2025***	Monday		
47	***27***	***Acceptance Deadline Time***	***1/13/2025 11.59pm***	Monday		

3. § 4. PURCHASE PRICE AND TERMS. [**Note:** This table may be deleted if inapplicable.]

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

Item No.	Reference	Item	Amount	Amount
1	§ 4.1	Purchase Price	***$48,000.00***	
2	§ 4.3	Earnest Money		***$5,000.00***
3	§ 4.5	New Loan		
4	§ 4.6	Assumption Balance		
5	§ 4.7	Private Financing		
6	§ 4.7	Seller Financing		
7				
8				
9	§ 4.4	Cash at Closing		***$43,000.00***
10		**TOTAL**	***$48,000.00***	***$48,000.00***

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4. ATTACHMENTS. The following are a part of this Counterproposal:

1. Attached is the city's deed reflecting a 13-acre boundary survey as advertised

Note: The following documents have been provided but are **not** a part of this Counterproposal:

5. OTHER CHANGES.

1. Approval of this Contract is subject to approval by the Aurora City Council on January 27, 2025.

6. ACCEPTANCE DEADLINE. This Counterproposal expires unless accepted in writing by Seller and Buyer as evidenced by their signatures below and the offering party to this document receives notice of such acceptance on or before ***1/13/2025 11:59PM***.

Date Time

If accepted, the Contract, as amended by this Counterproposal, will become a contract between Seller and Buyer. All other terms and conditions of the Contract remain the same.

_____ Date: _____

Seller: ***City of Aurora, Colorado, a municipal corporation, acting by and through its utility enterprise, hereinafter referred to as "Grantee"***

Seller: _____ Date: _____

_____ Date: _____

Buyer: ***Pavel Simonovich and Natalya Simonovich***

Buyer: _____ Date: _____

Note: When this Counterproposal form is used, the Contract is **not** to be signed by the party initiating this Counterproposal. Brokers must complete and sign the Broker's Acknowledgments and Compensation Disclosure portion of the Contract.

CP40-8-24. COUNTERPROPOSAL

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RE/MAX PROFESSIONALS
MOISES H. NALVARTE
moisesn@remax.net
Ph: 720-278-0922

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission. (CBS4-8-24) (Mandatory 8-24)

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

CONTRACT TO BUY AND SELL REAL ESTATE
(LAND)
(☒ Property with No Residences)
(☐ Property with Residences-Residential Addendum Attached)

Date: ***1/7/2025***

AGREEMENT

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

2. PARTIES AND PROPERTY.

2.1. Buyer. ***Pavel Simonovich and Natalya Simonovich*** (Buyer) will take title to the Property described below as ☒ **Joint Tenants** ☐ **Tenants In Common** ☐ **Other** .

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

2.3. Seller. ***City Of Aurora Colorado*** (Seller) is the current owner of the Property described below.

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

5N-54 MESSEX; ALL BLKS 9, 10,11,12,13,22 & LOTS 1,2,3,4,5,&6 IN BLK 21ALONG WITH VACATED ST & ALLEYS IN NE4SW4 5 REC#875952

known as: ***54 5N,, Merino, CO 80741***

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

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

2.5.1. Inclusions. The following items, whether fixtures or personal property, are included in the Purchase Price unless excluded under **Exclusions**:

n/a

If any additional items are attached to the Property after the date of this Contract, such additional items are also included in the Purchase Price.

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

n/a

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

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

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

n/a

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

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

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

n/a

2.7. Water Rights, Well Rights, Water and Sewer Taps.

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

☐ **2.7.2. Other Rights Relating to Water.** The following rights relating to water not included in §§ 2.7.1., 2.7.3., 2.7.4. and 2.7.5., will be transferred to Buyer at Closing:

n/a

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

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

n/a

2.7.5. Water and Sewer Taps. The parties agree that water and sewer taps listed below for the Property are being conveyed as part of the Purchase Price as follows:

n/a

If any water or sewer taps are included in the sale, Buyer is advised to obtain, from the provider, written confirmation of the amount remaining to be paid, if any, time and other restrictions for transfer and use of the taps.

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

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

2.8. Growing Crops. With respect to growing crops, Seller and Buyer agree as follows:

n/a

3. DATES, DEADLINES AND APPLICABILITY.

3.1. Dates and Deadlines.

Item No.	Reference	Event	Date or Deadline
1	§ 3	Time of Day Deadline	
2	§ 4	Alternative Earnest Money Deadline	***1/13/2025*** Monday
		Title	
3	§ 8	Record Title Deadline (and Tax Certificate)	***1/16/2025*** Thursday
4	§ 8	Record Title Objection Deadline	***1/17/2025*** Friday
5	§ 8	Off-Record Title Deadline	***1/16/2025*** Thursday
6	§ 8	Off-Record Title Objection Deadline	***1/17/2025*** Friday
7	§ 8	Title Resolution Deadline	***1/20/2025*** Monday
8	§ 8	Third Party Right to Purchase/Approve Deadline	***n/a***
		Owners' Association	
9	§ 7	Association Documents Deadline	***n/a***
10	§ 7	Association Documents Termination Deadline	***n/a***
		Seller's Disclosures	
11	§ 10	Seller’s Property Disclosure Deadline	***1/16/2025*** Thursday
12	§ 10	Lead-Based Paint Disclosure Deadline (if Residential Addendum attached)	***n/a***
		Loan and Credit	

13	§ 5	New Loan Application Deadline	***n/a***
14	§ 5	New Loan Terms Deadline	***n/a***
15	§ 5	New Loan Availability Deadline	***n/a***
16	§ 5	Buyer's Credit Information Deadline	***n/a***
17	§ 5	Disapproval of Buyer's Credit Information Deadline	***n/a***
18	§ 5	Existing Loan Deadline	***n/a***
19	§ 5	Existing Loan Termination Deadline	***n/a***
20	§ 5	Loan Transfer Approval Deadline	***n/a***
21	§ 4	Seller or Private Financing Deadline	***n/a***
		Appraisal	
22	§ 6	Appraisal Deadline	***n/a***
23	§ 6	Appraisal Objection Deadline	***n/a***
24	§ 6	Appraisal Resolution Deadline	***n/a***
		Survey	
25	§ 9	New ILC or New Survey Deadline	***1/24/2025*** Friday
26	§ 9	New ILC or New Survey Objection Deadline	***1/27/2025*** Monday
27	§ 9	New ILC or New Survey Resolution Deadline	***1/28/2025*** Tuesday
		Inspection and Due diligence	
28	§ 2	Water Rights Examination Deadline	***1/17/2025*** Friday
29	§ 8	Mineral Rights Examination Deadline	***1/20/2025*** Monday
30	§ 10	Inspection Termination Deadline	***1/21/2025*** Tuesday
31	§ 10	Inspection Objection Deadline	***1/21/2025*** Tuesday
32	§ 10	Inspection Resolution Deadline	***1/22/2025*** Wednesday
33	§ 10	Property Insurance Termination Deadline	***n/a***
34	§ 10	Due Diligence Documents Delivery Deadline	***1/17/2025*** Friday
35	§ 10	Due Diligence Documents Objection Deadline	***1/20/2025*** Monday
36	§ 10	Due Diligence Documents Resolution Deadline	***1/21/2025*** Tuesday
37	§ 10	Environmental Inspection Termination Deadline	
38	§ 10	ADA Evaluation Termination Deadline	***n/a***
39	§ 10	Conditional Sale Deadline	***n/a***
40	§ 10	Lead-Based Paint Termination Deadline (if Residential Addendum attached)	***n/a***

41	§ 11	Estoppel Statements Deadline	***n/a***
42	§ 11	Estoppel Statements Termination Deadline	
		Closing and Possession	
43	§ 12	Closing Date	***1/28/2025*** Tuesday
44	§ 17	Possession Date	***Upon Delivery of Deed***
45	§ 17	Possession Time	
46	§ 27	**Acceptance Deadline Date**	***1/9/2025 11.59PM*** Thursday
47	§ 27	**Acceptance Deadline Time**	***n/a***
48	***n/a***	***n/a***	***n/a***
49	***n/a***	***n/a***	***n/a***

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

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

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

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

3.3.2. Computation of Period of Days. In computing a period of days (e.g., three days after MEC), when the ending date is not specified, the first day is excluded and the last day is included.

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

4. PURCHASE PRICE AND TERMS.

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

Item No.	Reference	Item	Amount	Amount
1	§ 4.1.	Purchase Price	$ ***46,000.00***	
2	§ 4.3.	Earnest Money		$ ***5,000.00***

3	§ 4.5.	New Loan		$
4	§ 4.6.	Assumption Balance		$
5	§ 4.7.	Private Financing		$
6	§ 4.7.	Seller Financing		$
7	***n/a***	***n/a***		$
8	***n/a***	***n/a***		$
9	§ 4.4.	Cash at Closing		$ ***41,000.00***
10		**Total**	$ ***46,000.00***	$ ***46,000.00***

4.2. Seller Concession. At Closing, Seller will credit to Buyer $***0.00*** (Seller Concession). The Seller Concession may be used for any Buyer fee, cost, charge or expenditure to the extent the amount is allowed by the Buyer's lender and is included in the Closing Statement or Closing Disclosure at Closing. Examples of allowable items to be paid for by the Seller Concession include, but are not limited to: Buyer's closing costs, loan discount points, loan origination fees, prepaid items and any other fee, cost, charge, expense or expenditure. Seller Concession is in addition to any sum Seller has agreed to pay or credit Buyer elsewhere in this Contract.

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

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

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

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

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

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

4.4.1. Good Funds. All amounts payable by the parties at Closing, including any loan proceeds, Cash at Closing and closing costs, must be in funds that comply with all applicable Colorado laws, including electronic transfer funds, certified check, savings and loan teller's check and cashier's check (Good Funds).

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

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

4.5. New Loan. (Omitted as inapplicable)

4.6. Assumption. (Omitted as inapplicable)

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

TRANSACTION PROVISIONS

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

5.3. Credit Information. (Omitted as inapplicable)

5.4. Existing Loan Review. (Omitted as inapplicable)

6. APPRAISAL PROVISIONS.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8.1. Evidence of Record Title.

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

☐ **8.1.2. Buyer Selects Title Insurance Company.** If this box is checked, Buyer will select the title insurance company to furnish the owner's title insurance policy at Buyer's expense. On or before **Record Title Deadline**, Buyer must furnish to Seller, a current commitment for owner's title insurance policy (Title Commitment), in an amount equal to the Purchase Price.

If neither box in § 8.1.1. or § 8.1.2. is checked, § 8.1.1. applies.

8.1.3. Owner's Extended Coverage (OEC). The Title Commitment ☒ **Will** ☐ **Will Not** contain Owner's Extended Coverage (OEC). If the Title Commitment is to contain OEC, it will commit to delete or insure over the standard exceptions which relate to: (1) parties in possession, (2) unrecorded easements, (3) survey matters, (4) unrecorded mechanics' liens, (5) gap period (period between the effective date and time of commitment to the date and time the deed is recorded) and (6) unpaid taxes, assessments and unredeemed tax sales prior to the year of Closing. Any additional premium expense to obtain OEC will be paid by ☐ **Buyer** ☒ **Seller** ☐ **One-Half by Buyer and One-Half by Seller** ☐ **Other** ***n/a***.

Regardless of whether the Contract requires OEC, the Title Insurance Commitment may not provide OEC or delete or insure over any or all of the standard exceptions for OEC. The Title Insurance Company may require a New Survey or New ILC, defined below, among other requirements for OEC. If the Title Insurance Commitment is not satisfactory to Buyer, Buyer has a right to object under § 8.7. (Right to Object to Title, Resolution).

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

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

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

8.2. Record Title. Buyer has the right to review and object to the Abstract of Title or Title Commitment and any of the Title Documents as set forth in § 8.7. (Right to Object to Title, Resolution) on or before **Record Title Objection Deadline**. Buyer's objection may be based on any unsatisfactory form or content of Title

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

8.3. Off-Record Title. Seller must deliver to Buyer, on or before **Off-Record Title Deadline**, true copies of all existing surveys in Seller's possession pertaining to the Property and must disclose to Buyer all easements, liens (including, without limitation, governmental improvements approved, but not yet installed) or other title matters not shown by public records, of which Seller has actual knowledge (Off-Record Matters). This Section excludes any **New ILC** or **New Survey** governed under § 9 (New ILC, New Survey). Buyer has the right to inspect the Property to investigate if any third party has any right in the Property not shown by public records (e.g., unrecorded easement, boundary line discrepancy or water rights). Buyer's Notice to Terminate or Notice of Title Objection of any unsatisfactory condition (whether disclosed by Seller or revealed by such inspection, notwithstanding § 8.2. (Record Title) and § 13 (Transfer of Title)), in Buyer's sole subjective discretion, must be received by Seller on or before **Off-Record Title Objection Deadline**. If an Off-Record Matter is received by Buyer after the **Off-Record Title Deadline**, Buyer has until the earlier of Closing or ten days after receipt by Buyer to review and object to such Off-Record Matter. If Seller receives Buyer's Notice to Terminate or Notice of Title Objection pursuant to this § 8.3. (Off-Record Title), any title objection by Buyer is governed by the provisions set forth in § 8.7. (Right to Object to Title, Resolution). If Seller does not receive Buyer's Notice to Terminate or Notice of Title Objection by the applicable deadline specified above, Buyer accepts title subject to such Off-Record Matters and rights, if any, of third parties not shown by public records of which Buyer has actual knowledge.

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

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

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

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

8.7.1. Title Objection, Resolution. If Seller receives Buyer's written notice objecting to any title matter (Notice of Title Objection) on or before the applicable deadline and if Buyer and Seller have not agreed to a written settlement thereof on or before **Title Resolution Deadline**, this Contract will terminate on the expiration of **Title Resolution Deadline**, unless Seller receives Buyer's written withdrawal of Buyer's Notice of Title Objection (i.e., Buyer's written notice to waive objection to such items and waives the Right to Terminate for that reason), on or before expiration of **Title Resolution Deadline**. If either the Record Title Deadline or the Off-Record Title Deadline, or both, are extended pursuant to § 8.2. (Record Title) or § 8.3. (Off-Record Title) the Title Resolution Deadline also will be automatically extended to the earlier of Closing or fifteen days after Buyer's receipt of the applicable documents; or

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

8.8. Title Advisory. The Title Documents affect the title, ownership and use of the Property and should be reviewed carefully. Additionally, other matters not reflected in the Title Documents may affect the title, ownership and use of the Property, including, without limitation, boundary lines and encroachments, set-back

requirements, area, zoning, building code violations, unrecorded easements and claims of easements, leases and other unrecorded agreements, water on or under the Property and various laws and governmental regulations concerning land use, development and environmental matters.

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

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

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

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

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

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

9. NEW ILC, NEW SURVEY.

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

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

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

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

9.1.4. Certification of New ILC or New Survey. The New ILC or New Survey will be certified by the surveyor to all those who are to receive the New ILC or New Survey.

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

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

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

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

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

DISCLOSURE, INSPECTION AND DUE DILIGENCE

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

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

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

10.3. Inspection. Unless otherwise provided in this Contract, Buyer, acting in good faith, has the right to have inspections (by one or more third parties, personally or both) of the Property, Leased Items, and Inclusions (Inspection), at Buyer's expense. If (1) the physical condition of the Property, including, but not limited to, the roof, walls, structural integrity of the Property, the electrical, plumbing, HVAC and other

mechanical systems of the Property, (2) the physical condition of the Inclusions and Leased Items, (3) service to the Property (including utilities and communication services), systems and components of the Property (e.g., heating and plumbing), (4) any proposed or existing transportation project, road, street or highway, or (5) any other activity, odor or noise (whether on or off the Property) and its effect or expected effect on the Property or its occupants is unsatisfactory, in Buyer's sole subjective discretion, Buyer may:

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

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

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

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

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

10.6. Due Diligence.

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

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

n/a

10.6.1.2. Leased Items Documents. If any lease of personal property (§ 2.5.4., Leased Items) will be transferred to Buyer at Closing, Seller agrees to deliver copies of the leases and information pertaining to the personal property to Buyer on or before **Due Diligence Documents Delivery Deadline**.

10.6.1.3. Encumbered Inclusions Documents. If any Inclusions owned by Seller are encumbered pursuant to § 2.5.2. (Encumbered Inclusions) above, Seller agrees to deliver copies of the evidence of debt, security and any other documents creating the encumbrance to Buyer on or before **Due Diligence Documents Delivery Deadline**.

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

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

10.6.1.6. Other Documents. If the respective box is checked, Seller agrees to additionally deliver copies of the following:

☐ **10.6.1.6.1.** All contracts relating to the operation, maintenance and management of the Property;

☒ **10.6.1.6.2.** Property tax bills for the last ***5*** years;

☐ **10.6.1.6.3.** As-built construction plans to the Property and the tenant improvements, including architectural, electrical, mechanical and structural systems; engineering reports; and permanent Certificates of Occupancy, to the extent now available;

☐ **10.6.1.6.4.** A list of all Inclusions to be conveyed to Buyer;

☐ **10.6.1.6.5.** Operating statements for the past ***n/a*** years;

☐ **10.6.1.6.6.** A rent roll accurate and correct to the date of this Contract;

☐ **10.6.1.6.7.** A schedule of any tenant improvement work Seller is obligated to complete but has not yet completed and capital improvement work either scheduled or in process on the date of this Contract;

☐ **10.6.1.6.8.** All insurance policies pertaining to the Property and copies of any claims which have been made for the past ***n/a*** years;

☐ **10.6.1.6.9.** Soils reports, surveys and engineering reports or data pertaining to the Property (if not delivered earlier under § 8.3.);

☐ **10.6.1.6.10.** Any and all existing documentation and reports regarding Phase I and II environmental reports, letters, test results, advisories and similar documents respective to the existence or nonexistence of asbestos, PCB transformers, or other toxic, hazardous or contaminated substances and/or underground storage tanks and/or radon gas. If no reports are in Seller's possession or known to Seller, Seller warrants that no such reports are in Seller's possession or known to Seller;

☐ **10.6.1.6.11.** Any *Americans with Disabilities Act* reports, studies or surveys concerning the compliance of the Property with said Act;

☒ **10.6.1.6.12.** All permits, licenses and other building or use authorizations issued by any governmental authority with jurisdiction over the Property and written notice of any violation of any such

permits, licenses or use authorizations, if any; and

☐ **10.6.1.6.13.** Other:

n/a

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

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

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

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

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

10.6.3. Zoning. Buyer has the Right to Terminate under § 24.1., on or before **Due Diligence Documents Objection Deadline**, based on any unsatisfactory zoning and any use restrictions imposed by any governmental agency with jurisdiction over the Property, in Buyer's sole subjective discretion.

10.6.4. Due Diligence – Environmental. Buyer has the right to obtain environmental inspections of the Property including a Phase I Environmental Site Assessment. ☐ **Seller** ☐ **Buyer** will order or provide a current Phase I Environmental Site Assessment (compliant with the most current version of the applicable ASTM E1527 standard practices for Environmental Site Assessments) and/or ***n/a***, at the expense of ☐ **Seller** ☐ **Buyer** (Environmental Inspection).

If the Phase I Environmental Site Assessment recommends a Phase II Environmental Site Assessment, the **Environmental Inspection Termination Deadline** will be extended by ***10*** days (Extended Environmental Inspection Termination Deadline) and if such Extended Environmental Inspection Termination Deadline extends beyond the **Closing Date,** the **Closing Date** will be extended a like period of time. In such event, ☐ **Seller** ☐ **Buyer** must pay the cost for such Phase II Environmental Site Assessment.

Notwithstanding Buyer's right to obtain additional environmental inspections of the Property in this § 10.6.4., Buyer has the Right to Terminate under § 24.1., on or before **Environmental Inspection Termination Deadline**, or if applicable, the Extended Environmental Inspection Termination Deadline, based on any unsatisfactory results of Environmental Inspection, in Buyer's sole subjective discretion.

10.6.5. Due Diligence – ADA. Buyer, at Buyer's expense, may also conduct an evaluation whether the Property complies with the *Americans with Disabilities Act* (ADA Evaluation). All such inspections and evaluations must be conducted at such times as are mutually agreeable to minimize the interruption of Seller's and any Seller's tenants' business uses of the Property, if any.
Buyer has the Right to Terminate under § 24.1., on or before **ADA Evaluation Termination Deadline**, based on any unsatisfactory ADA Evaluation, in Buyer's sole subjective discretion.

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

10.8. Source of Potable Water (Residential Land and Residential Improvements Only). Buyer ☐ **Does** ☒ **Does Not** acknowledge receipt of a copy of Seller's Property Disclosure or Source of Water Addendum disclosing the source of potable water for the Property. ☐ There is **No Well**. Buyer ☒ **Does** ☐ **Does Not** acknowledge receipt of a copy of the current well permit.
Note to Buyer: SOME WATER PROVIDERS RELY, TO VARYING DEGREES, ON NONRENEWABLE GROUND WATER. YOU MAY WISH TO CONTACT YOUR PROVIDER (OR INVESTIGATE THE DESCRIBED SOURCE) TO DETERMINE THE LONG-TERM SUFFICIENCY OF THE PROVIDER'S WATER SUPPLIES.

10.9. Existing Leases; Modification of Existing Leases; New Leases. Seller states that none of the Leases to be assigned to the Buyer at the time of Closing contain any rent concessions, rent reductions or rent abatements except as disclosed in the Lease or other writing received by Buyer. Seller will not amend, alter, modify, extend or cancel any of the Leases nor will Seller enter into any new leases affecting the Property without the prior written consent of Buyer, which consent will not be unreasonably withheld or delayed.

10.10. Lead-Based Paint. [Intentionally Deleted - See Residential Addendum if applicable]

10.11. Carbon Monoxide Alarms. [Intentionally Deleted - See Residential Addendum if applicable]

10.12. Methamphetamine Disclosure. [Intentionally Deleted - See Residential Addendum if applicable]

11. TENANT ESTOPPEL STATEMENTS.

11.1. Estoppel Statements Conditions. Buyer has the right to review and object to any Estoppel Statements. Seller must request from all tenants of the Property and if received by Seller, deliver to Buyer on or before **Estoppel Statements Deadline**, statements in a form and substance reasonably acceptable to Buyer, from each occupant or tenant at the Property (Estoppel Statement) attached to a copy of the Lease stating:

11.1.1. The commencement date of the Lease and scheduled termination date of the Lease;

11.1.2. That said Lease is in full force and effect and that there have been no subsequent modifications or amendments;

11.1.3. The amount of any advance rentals paid, rent concessions given and deposits paid to Seller;

11.1.4. The amount of monthly (or other applicable period) rental paid to Seller;

11.1.5. That there is no default under the terms of said Lease by landlord or occupant; and

11.1.6. That the Lease to which the Estoppel Statement is attached is a true, correct and complete copy of the Lease demising the premises it describes.

11.2. Seller Estoppel Statement. In the event Seller does not receive from all tenants of the Property a completed signed Estoppel Statement, Seller agrees to complete and execute an Estoppel Statement setting forth the information and documents required in §11.1. above and deliver the same to Buyer on or before **Estoppel Statements Deadline**.

11.3. Estoppel Statements Termination. Buyer has the Right to Terminate under § 24.1., on or before **Estoppel Statements Termination Deadline**, based on any unsatisfactory Estoppel Statement, in Buyer's sole subjective discretion, or if Seller fails to deliver the Estoppel Statements on or before **Estoppel Statements Deadline**. Buyer also has the unilateral right to waive any unsatisfactory Estoppel Statement.

CLOSING PROVISIONS

12. CLOSING DOCUMENTS, INSTRUCTIONS AND CLOSING.

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

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

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

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

12.5. Assignment of Leases. Seller must assign to Buyer all Leases at Closing that will continue after Closing and Buyer must assume Seller's obligations under such Leases. Further, Seller must transfer to Buyer all Leased Items and assign to Buyer such leases for the Leased Items accepted by Buyer pursuant to § 2.5.4. (Leased Items).

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

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

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

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

15.1. Closing Costs. Buyer and Seller must pay, in Good Funds, their respective closing costs and all other items required to be paid at Closing, except as otherwise provided herein.

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

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

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

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

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

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

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

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

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

15.7. Water Transfer Fees. Water Transfer Fees can change. The fees, as of the date of this Contract, do not exceed $*n/a* for:

☐ Water District/Municipality ☐ Water Stock

☐ Augmentation Membership ☐ Small Domestic Water Company ☐ *n/a*

and must be paid at Closing by ☐ **Buyer** ☐ **Seller** ☐ **One-Half by Buyer and One-Half by Seller** ☒ **N/A.**

15.8. Utility Transfer Fees. Utility transfer fees can change. Any fees to transfer utilities from Seller to Buyer must be paid by ☐ **Buyer** ☐ **Seller** ☐ **One-Half by Buyer and One-Half by Seller** ☒ **N/A.**

15.9. FIRPTA and Colorado Withholding.

15.9.1. FIRPTA. The Internal Revenue Service (IRS) may require a substantial portion of the Seller's proceeds be withheld after Closing when Seller is a foreign person. If required withholding does not occur, the Buyer could be held liable for the amount of the Seller's tax, interest and penalties. If the box in this Section is checked, Seller represents that Seller ☐ **IS** a foreign person for purposes of U.S. income taxation. If the box in this Section is not checked, Seller represents that Seller is not a foreign person for purposes of U.S. income taxation. Seller agrees to cooperate with Buyer and Closing Company to provide any reasonably requested documents to verify Seller's foreign person status. If withholding is required, Seller authorizes Closing Company to withhold such amount from Seller's proceeds. Seller should inquire with Seller's tax advisor to determine if withholding applies or if an exemption exists.

15.9.2. Colorado Withholding. The Colorado Department of Revenue may require a portion of the Seller's proceeds be withheld after Closing when Seller will not be a Colorado resident after Closing, if not otherwise exempt. Seller agrees to cooperate with Buyer and Closing Company to provide any reasonably requested documents to verify Seller's status. If withholding is required, Seller authorizes Closing Company to withhold such amount from Seller's proceeds. Seller should inquire with Seller's tax advisor to determine if withholding applies or if an exemption exists.

16. PRORATIONS AND ASSOCIATION ASSESSMENTS.

16.1. Prorations. The following will be prorated to the **Closing Date**, except as otherwise provided:

16.1.1. Taxes. Personal property taxes, if any, special taxing district assessments, if any, and general real estate taxes for the year of Closing, based on

☒ **Taxes for the Calendar Year Immediately Preceding Closing**

☐ **Most Recent Mill Levy and Most Recent Assessed Valuation,** ☐ **Other**

n/a

16.1.2. Rents. Rents based on ☐ **Rents Actually Received** ☐ **Accrued.** At Closing, Seller will transfer or credit to Buyer the security deposits for all Leases assigned to Buyer, or any remainder after lawful deductions, and notify all tenants in writing of such transfer and of the transferee's name and address.

16.1.3. Other Prorations. Water and sewer charges, propane, interest on continuing loan and *Any now of records.*

16.1.4. Final Settlement. Unless otherwise specified in Additional Provisions, these prorations are final.

16.2. Association Assessments. Current regular Association assessments and dues (Association Assessments) paid in advance will be credited to Seller at Closing. All Association Assessments accrued before Closing must be paid by Seller and all Association Assessments accrued after Closing must be paid by

Buyer. Cash reserves held out of the regular Association Assessments for deferred maintenance by the Association will not be credited to Seller except as may be otherwise provided by the Governing Documents. Any special assessment assessed prior to **Closing Date** by the Association will be the obligation of ☐ **Buyer** ☐ **Seller.** Except however, any special assessment by the Association for improvements that have been installed as of the date of Buyer's signature hereon, whether assessed prior to or after Closing, will be the obligation of Seller unless otherwise specified in Additional Provisions. Seller represents there are no unpaid regular or special assessments against the Property except the current regular assessments and
n/a
Association Assessments are subject to change as provided in the Governing Documents.

17. POSSESSION. Possession of the Property and Inclusions will be delivered to Buyer on **Possession Date** at **Possession Time**, subject to the Leases as set forth in § 10.6.1.1.

If Seller, after Closing occurs, fails to deliver possession as specified, Seller will be subject to eviction and will be additionally liable to Buyer, notwithstanding § 20.2. (If Seller is in Default), for payment of $ ***300*** per day (or any part of a day notwithstanding § 3.3., Day) from **Possession Date** and **Possession Time** until possession is delivered. Additionally, Buyer may pursue a claim against Seller for any of Buyer's actual additional damages incurred by Buyer in excess of such amount.

General Provisions

18. CAUSES OF LOSS, INSURANCE; DAMAGE TO INCLUSIONS AND SERVICES; CONDEMNATION; AND WALK-THROUGH. Except as otherwise provided in this Contract, the Property and Inclusions will be delivered in the condition existing as of the date of this Contract, ordinary wear and tear excepted.

18.1. Causes of Loss, Insurance. In the event the Property or Inclusions are damaged by fire, other perils or causes of loss prior to Closing (Property Damage) in an amount of not more than ten percent of the total Purchase Price and if the repair of the damage will be paid by insurance (other than the deductible to be paid by Seller), then Seller, upon receipt of the insurance proceeds, will use Seller's reasonable efforts to repair the Property before **Closing Date**. Buyer has the Right to Terminate under § 24.1., on or before **Closing Date**, if the Property is not repaired before **Closing Date**, or if the damage exceeds such sum. Should Buyer elect to carry out this Contract despite such Property Damage, Buyer is entitled to a credit at Closing for all insurance proceeds that were received by Seller (but not the Association, if any) resulting from damage to the Property and Inclusions, plus the amount of any deductible provided for in the insurance policy. This credit may not exceed the Purchase Price. In the event Seller has not received the insurance proceeds prior to Closing, the parties may agree to extend the **Closing Date** to have the Property repaired prior to Closing or, at the option of Buyer, (1) Seller must assign to Buyer the right to the proceeds at Closing, if acceptable to Seller's insurance company and Buyer's lender; or (2) the parties may enter into a written agreement prepared by the parties or their attorney requiring the Seller to escrow at Closing from Seller's sale proceeds the amount Seller has received and will receive due to such damage, not exceeding the total Purchase Price, plus the amount of any deductible that applies to the insurance claim.

18.2. Damage, Inclusions and Services. Should any Inclusion or service (including utilities and communication services), system, component or fixture of the Property (collectively Service) (e.g., heating or

plumbing), fail or be damaged between the date of this Contract and Closing or possession, whichever is earlier, then Seller is liable for the repair or replacement of such Inclusion or Service with a unit of similar size, age and quality, or an equivalent credit, but only to the extent that the maintenance or replacement of such Inclusion or Service is not the responsibility of the Association, if any, less any insurance proceeds received by Buyer covering such repair or replacement. If the failed or damaged Inclusion or Service is not repaired or replaced on or before Closing or possession, whichever is earlier, Buyer has the Right to Terminate under § 24.1., on or before **Closing Date**, or, at the option of Buyer, Buyer is entitled to a credit at Closing for the repair or replacement of such Inclusion or Service. Such credit must not exceed the Purchase Price. If Buyer receives such a credit, Seller's right for any claim against the Association, if any, will survive Closing.

18.3. Condemnation. In the event Seller receives actual notice prior to Closing that a pending condemnation action may result in a taking of all or part of the Property or Inclusions, Seller must promptly notify Buyer, in writing, of such condemnation action. Buyer has the Right to Terminate under § 24.1., on or before **Closing Date**, based on such condemnation action, in Buyer's sole subjective discretion. Should Buyer elect to consummate this Contract despite such diminution of value to the Property and Inclusions, Buyer is entitled to a credit at Closing for all condemnation proceeds awarded to Seller for the diminution in the value of the Property or Inclusions, but such credit will not include relocation benefits or expenses or exceed the Purchase Price.

18.4. Walk-Through and Verification of Condition. Buyer, upon reasonable notice, has the right to walk through the Property prior to Closing to verify that the physical condition of the Property and Inclusions complies with this Contract.

18.5. Risk of Loss – Growing Crops. The risk of loss for damage to growing crops by fire or other casualty will be borne by the party entitled to the growing crops as provided in § 2.8. and such party is entitled to such insurance proceeds or benefits for the growing crops.

19. RECOMMENDATION OF LEGAL AND TAX COUNSEL. By signing this Contract, Buyer and Seller acknowledge that their respective broker has advised that this Contract has important legal consequences and has recommended: (1) legal examination of title; (2) consultation with legal and tax or other counsel before signing this Contract as this Contract may have important legal and tax implications; (3) to consult with their own attorney if Water Rights, Mineral Rights or Leased Items are included or excluded in the sale; and (4) to consult with legal counsel if there are other matters in this transaction for which legal counsel should be engaged and consulted. Such consultations must be done timely as this Contract has strict time limits, including deadlines, that must be complied with.

20. TIME OF ESSENCE, DEFAULT AND REMEDIES. Time is of the essence for all dates and deadlines in this Contract. This means that all dates and deadlines are strict and absolute. If any payment due, including Earnest Money, is not paid, honored or tendered when due, or if any obligation is not performed timely as provided in this Contract or waived, the non-defaulting party has the following remedies:

20.1. If Buyer is in Default:

☒ **20.1.1. Specific Performance.** Seller may elect to cancel this Contract and all Earnest Money (whether or not paid by Buyer) will be paid to Seller and retained by Seller. It is agreed that the Earnest Money is not a penalty, and the parties agree the amount is fair and reasonable. Seller may recover such additional

damages as may be proper. Alternatively, Seller may elect to treat this Contract as being in full force and effect and Seller has the right to specific performance or damages, or both.

20.1.2. Liquidated Damages, Applicable. This § 20.1.2. applies unless the box in § 20.1.1. is checked. Seller may cancel this Contract. All Earnest Money (whether or not paid by Buyer) will be paid to Seller and retained by Seller. It is agreed that the Earnest Money amount specified in § 4.1. is LIQUIDATED DAMAGES and not a penalty, which amount the parties agree is fair and reasonable and (except as provided in §§ 10.4. and 21), such amount is SELLER'S ONLY REMEDY for Buyer's failure to perform the obligations of this Contract. Seller expressly waives the remedies of specific performance and additional damages.

20.2. If Seller is in Default:

20.2.1. Specific Performance, Damages or Both. Buyer may elect to treat this Contract as canceled, in which case all Earnest Money received hereunder will be returned to Buyer and Buyer may recover such damages as may be proper. Alternatively, in addition to the per diem in § 17 (Possession) for failure of Seller to timely deliver possession of the Property after Closing occurs, Buyer may elect to treat this Contract as being in full force and effect and Buyer has the right to specific performance or damages, or both.

20.2.2. Seller's Failure to Perform. In the event Seller fails to perform Seller's obligations under this Contract, to include, but not limited to, failure to timely disclose Association violations known by Seller, failure to perform any replacements or repairs required under this Contract or failure to timely disclose any known adverse material facts, Seller remains liable for any such failures to perform under this Contract after Closing. Buyer's rights to pursue the Seller for Seller's failure to perform under this Contract are reserved and survive Closing.

21. LEGAL FEES, COST AND EXPENSES. Anything to the contrary herein notwithstanding, in the event of any arbitration or litigation relating to this Contract, prior to or after **Closing Date**, the arbitrator or court must award to the prevailing party all reasonable costs and expenses, including attorney fees, legal fees and expenses.

22. MEDIATION. If a dispute arises relating to this Contract (whether prior to or after Closing) and is not resolved, the parties must first proceed, in good faith, to mediation. Mediation is a process in which the parties meet with an impartial person who helps to resolve the dispute informally and confidentially. Mediators cannot impose binding decisions. Before any mediated settlement is binding, the parties to the dispute must agree to the settlement, in writing. The parties will jointly appoint an acceptable mediator and will share equally in the cost of such mediation. The obligation to mediate, unless otherwise agreed, will terminate if the entire dispute is not resolved within thirty days of the date written notice requesting mediation is delivered by one party to the other at that party's last known address (physical or electronic as provided in § 26). Nothing in this Section prohibits either party from filing a lawsuit and recording a *lis pendens* affecting the Property, before or after the date of written notice requesting mediation. This Section will not alter any date in this Contract, unless otherwise agreed.

23. EARNEST MONEY DISPUTE. Except as otherwise provided herein, Earnest Money Holder must release the Earnest Money following receipt of written mutual instructions, signed by both Buyer and Seller. In the event of any controversy regarding the Earnest Money, Earnest Money Holder is not required to release

the Earnest Money. Earnest Money Holder, in its sole subjective discretion, has several options: (1) wait for any proceeding between Buyer and Seller; (2) interplead all parties and deposit Earnest Money into a court of competent jurisdiction (Earnest Money Holder is entitled to recover court costs and reasonable attorney and legal fees incurred with such action); or (3) provide notice to Buyer and Seller that unless Earnest Money Holder receives a copy of the Summons and Complaint or Claim (between Buyer and Seller) containing the case number of the lawsuit (Lawsuit) within one hundred twenty days of Earnest Money Holder's notice to the parties, Earnest Money Holder is authorized to return the Earnest Money to Buyer. In the event Earnest Money Holder does receive a copy of the Lawsuit and has not interpled the monies at the time of any Order, Earnest Money Holder must disburse the Earnest Money pursuant to the Order of the Court. The parties reaffirm the obligation of § 22 (Mediation). This Section will survive cancellation or termination of this Contract.

24. TERMINATION.

24.1. Right to Terminate. If a party has a right to terminate, as provided in this Contract (Right to Terminate), the termination is effective upon the other party's receipt of a written notice to terminate (Notice to Terminate), provided such written notice was received on or before the applicable deadline specified in this Contract. If the Notice to Terminate is not received on or before the specified deadline, the party with the Right to Terminate accepts the specified matter, document or condition as satisfactory and waives the Right to Terminate under such provision. Any Notice to Terminate delivered after the applicable deadline specified in the Contract is ineffective and does not terminate this Contract.

24.2. Effect of Termination. In the event this Contract is terminated, all Earnest Money received hereunder must be timely returned to Buyer and the parties are then relieved of all obligations hereunder, subject to §§ 10.4. and 21.

25. ENTIRE AGREEMENT, MODIFICATION, SURVIVAL; SUCCESSORS. This Contract, its exhibits and specified addenda, constitute the entire agreement between the parties relating to the subject hereof and any prior agreements pertaining thereto, whether oral or written, have been merged and integrated into this Contract. No subsequent modification of any of the terms of this Contract is valid, binding upon the parties, or enforceable unless made in writing and signed by the parties. Any right or obligation in this Contract that, by its terms, exists or is intended to be performed after termination or Closing survives the same. Any successor to a party receives the predecessor's benefits and obligations of this Contract.

26. NOTICE, DELIVERY AND CHOICE OF LAW.

26.1. Physical Delivery and Notice. Any document or notice to Buyer or Seller must be in writing, except as provided in § 26.2. and is effective when physically received by such party, any individual named in this Contract to receive documents or notices for such party, Broker, or Brokerage Firm of Broker working with such party (except any notice or delivery after Closing must be received by the party, not Broker or Brokerage Firm).

26.2. Electronic Notice. As an alternative to physical delivery, any notice may be delivered in electronic form to Buyer or Seller, any individual named in this Contract to receive documents or notices for such party, Broker or Brokerage Firm of Broker working with such party (except any notice or delivery after

Closing, cancellation or Termination must be received by the party, not Broker or Brokerage Firm) at the electronic address of the recipient by facsimile, email or ***CTME***.

26.3. Electronic Delivery. Electronic Delivery of documents and notice may be delivered by: (1) email at the email address of the recipient, (2) a link or access to a website or server provided the recipient receives the information necessary to access the documents, or (3) facsimile at the facsimile number (Fax No.) of the recipient.

26.4. Choice of Law. This Contract and all disputes arising hereunder are governed by and construed in accordance with the laws of the State of Colorado that would be applicable to Colorado residents who sign a contract in Colorado for real property located in Colorado.

27. NOTICE OF ACCEPTANCE, COUNTERPARTS. This proposal will expire unless accepted in writing, by Buyer and Seller, as evidenced by their signatures below and the offering party receives notice of such acceptance pursuant to § 26 on or before **Acceptance Deadline Date** and **Acceptance Deadline Time**. If accepted, this document will become a contract between Seller and Buyer. A copy of this Contract may be executed by each party, separately and when each party has executed a copy thereof, such copies taken together are deemed to be a full and complete contract between the parties.

28. GOOD FAITH. Buyer and Seller acknowledge that each party has an obligation to act in good faith including, but not limited to, exercising the rights and obligations set forth in the provisions of **Financing Conditions and Obligations**; **Title Insurance, Record Title and Off-Record Title**; **New ILC, New Survey**; and **Property Disclosure, Inspection, Indemnity, Insurability Due Diligence and Source of Water**.

29. BUYER'S BROKERAGE FIRM COMPENSATION. Buyer's brokerage firm's compensation will be paid, at Closing, as follows:

☒ **29.1.** % of the Purchase Price or $***2500*** by Seller. Buyer's brokerage firm is an intended third-party beneficiary under this provision only. The amount paid by Seller under this provision is in addition to any other amounts Seller is paying on behalf of Buyer elsewhere in this Contract.

☐ **29.2.** % of the Purchase Price or $ by Buyer pursuant to a separate agreement between Buyer and Buyer's brokerage firm. This amount may be modified between Buyer and Buyer's brokerage firm outside of this Contract.

☐ **29.3.** % of the Purchase Price or $ by a separate agreement between Buyer's brokerage firm and Seller's brokerage firm.

ADDITIONAL PROVISIONS AND ATTACHMENTS

30. ADDITIONAL PROVISIONS. (The following additional provisions have not been approved by the Colorado Real Estate Commission.)

-A Boundary Survey shall be provided by seller to identify 13 acres are being sold as advertised.
-Property is owned and listed by City of Aurora. Property is being sold "as is." Property will be conveyed with a reservation for a dry up covenant.

31. OTHER DOCUMENTS.

31.1. Documents Part of Contract. The following documents **are a part** of this Contract:

31.2. Documents Not Part of Contract. The following documents have been provided but are **not** a part of this Contract:

n/a

Signatures



Date: ***1/7/2025***

Buyer: ***Pavel Simonovich***



Date: ***1/7/2025***

Buyer: ***Natalya Simonovich***

[NOTE: If this offer is being countered or rejected, do not sign this document.]

Seller: _____ Date: _____

City Of Aurora Colorado
By , Manager

END OF CONTRACT TO BUY AND SELL REAL ESTATE

BROKER'S ACKNOWLEDGMENTS AND COMPENSATION DISCLOSURE.

A. Broker Working With Buyer

Broker ☐ **Does** ☒ **Does Not** acknowledge receipt of Earnest Money deposit. Broker agrees that if Brokerage Firm is the Earnest Money Holder and, except as provided in § 23, if the Earnest Money has not already been returned following receipt of a Notice to Terminate or other written notice of termination, Earnest Money Holder will release the Earnest Money as directed by the written mutual instructions. Such release of Earnest Money will be made within five days of Earnest Money Holder's receipt of the executed written mutual instructions, provided the Earnest Money check has cleared.

Broker is working with Buyer as a ☒ **Buyer's Agent** ☐ **Transaction-Broker** in this transaction.

☐ **Customer.** Broker has no brokerage relationship with Buyer. See § B for Broker's brokerage relationship with Seller.

Brokerage Firm's compensation or commission is to be paid as specified in §29 above.

This Broker's Acknowledgments and Compensation Disclosure is for disclosure purposes only and does NOT create any claim for compensation. Any compensation agreement between the brokerage firms must be entered into separately and apart from this provision.

Brokerage Firm's Name: ***RE/MAX PROFESSIONALS***

Brokerage Firm's License #: ***EC 100028439***

MOISES H. NALVARTE Date: 1/11/2025

Broker's Name: ***MOISES H. NALVARTE***

Broker's License #: ***FA 100006790***

Address: ***10111 Inverness Main Street, Suite P Englewood, CO 80112***

Phone No.: ***720-278-0922***

Fax No.:

Email Address: ***moisesn@remax.net***

B. Broker Working with Seller

Broker ◯ **Does** ◉ **Does Not** ◯ (Clr) acknowledge receipt of Earnest Money deposit. Broker agrees that if Brokerage Firm is the Earnest Money Holder and, except as provided in § 23, if the Earnest Money has not already been returned following receipt of a Notice to Terminate or other written notice of termination, Earnest Money Holder will release the Earnest Money as directed by the written mutual instructions. Such release of Earnest Money will be made within five days of Earnest Money Holder's receipt of the executed written mutual instructions, provided the Earnest Money check has cleared.

Broker is working with Seller as a ◉ **Seller's Agent** ◯ **Transaction-Broker** ◯ (Clr) in this transaction.

☐ **Customer.** Broker has no brokerage relationship with Seller. See § A for Broker's brokerage relationship with Buyer.

Brokerage Firm's compensation or commission is to be paid by ◉ **Seller** ◯ **Buyer** ◯ **Other** n/a . ◯ (Clr)

This Broker's Acknowledgments and Compensation Disclosure is for disclosure purposes only and does NOT create any claim for compensation. Any agreement to pay compensation must be entered into separately and apart from this provision.

Brokerage Firm's Name: ***Hector Reynoso***

Brokerage Firm's License #: HR2804

_____

Broker's Name: ***Hector Reynono***

Broker's License #: HR2804

Address: ***57252 Perth Pl Centennial, CO 80015***

Phone No.: ***303-305-8349***

Fax No.:

Email Address: ***Email: renaissancerealtyco@gmail.com***

CBS4-8-24. CONTRACT TO BUY AND SELL REAL ESTATE (LAND)

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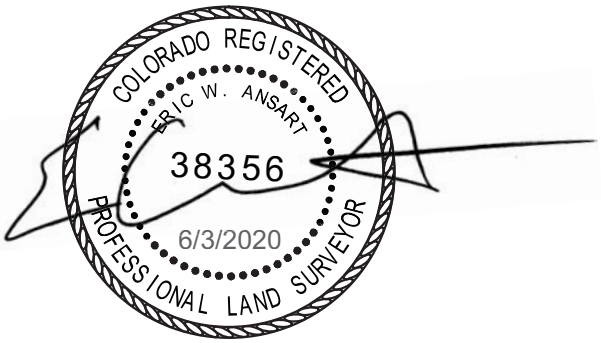
EXHIBIT A

A parcel of land situated in Township 5 North, Range 54 West of the 6th P.M., County of Washington, State of Colorado, being that parcel of land described in that Quit Claim Deed at Rec. No. 875433 in the records of the County Clerk and Recorder of Washington County, Colorado, being more particularly described as follows:

All of Blocks 9, 10, 11, 12, 13 and 22 and Lots 1, 2, 3, 4, 5, and 6, Block 21, Townsite of Messex, Colorado, according to the recorded plat thereof, filed May 7, 1907, Plat Book 1 at Page 12 of the records of the County Clerk and Recorder of Washington County, Colorado, TOGETHER WITH Hill Street between Blocks 9, 10, 11, 12 and 13, Main Street between Blocks 12, 13, 21 and 22, the South one-half of Third Street adjoining Blocks 9, 13, and the W 1/2 of Block 21 on the North, and the East one-half of York Street adjoining Blocks 9, 10 and 11 on the West, and the North one-half of Railroad Street adjoining Blocks 11, 12 and 22 on the South, and the West one-half of the alley adjoining Blocks 21 and 22 on the East side, as vacated in document recorded in Book 249 at Page 245 according to the records of the County Clerk and Recorder of Washington County, Colorado.

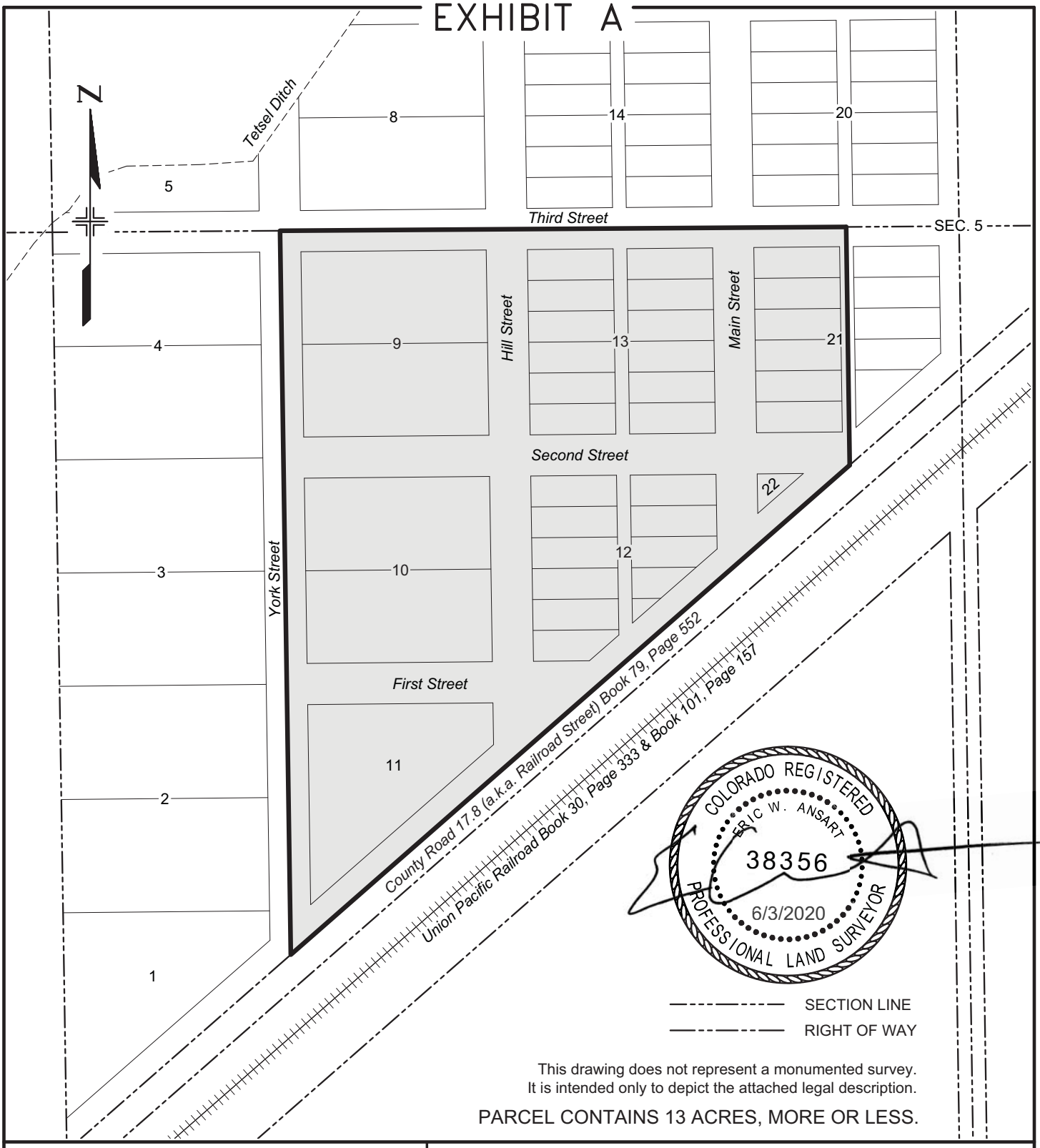
Graphic for Exhibit A attached and made a part hereof.

Eric W. Ansart
Colorado PLS# 38356
For and on behalf of the
City of Aurora, Colorado
13636 E. Ellsworth Ave.
Aurora, Colorado 80012



GRAPHIC FOR

EXHIBIT A



This drawing does not represent a monumented survey.
It is intended only to depict the attached legal description.

PARCEL CONTAINS 13 ACRES, MORE OR LESS.

CITY OF AURORA, COLORADO

DRAWN BY:	SCALE:	R.O.W. FILE NUMBER
EWA	NONE	N/A
CHECKED BY:	DATE:	JOB NUMBER:
DMR	4/19/2020	20028

A PARCEL OF LAND SITUATED IN THE NE 1/4 OF THE SW 1/4 SEC. 5, T5N, R54W, 6TH P.M., COUNTY OF WASHINGTON, STATE OF COLORADO

RESOLUTION NO. R2025-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING THE CONTRACT TO SELL REAL ESTATE (LAND) IN WASHINGTON COUNTY, COLORADO, KNOWN AS THE THOMPSON PARCEL WHICH WAS PREVIOUSLY DECLARED SURPLUS

WHEREAS, the City of Aurora ("City") owns approximately 13 acres (566,280 square feet) of vacant unimproved land in Washington County, Colorado, known as the Thompson parcel ("Thompson Parcel") that was acquired as part of a water rights purchase; and

WHEREAS, Aurora Water notified the Real Property Services Division that the Thompson Parcel was surplus to Aurora Water's needs; and

WHEREAS, in compliance with Business Policy Memorandum ("BPM") 4 -14, Real Property Services Division coordinated with all City departments and completed the procedures necessary to declare the Thompson Parcel as surplus to the City's needs; and

WHEREAS, in June 2023, the Aurora City Council approved Resolution No. 2023-70 declaring the Thompson Parcel surplus to the City's needs after which the Real Property Services Division sought willing buyers for the Thompson Parcel in compliance with BPM 4-14; and

WHEREAS, the City now intends to enter a Contract to Buy and Sell Real Estate (Land) to sell the Thompson Parcel for the price of forty-eight thousand dollars ($48,000) to Pavel and Natalya Simonovich; and

WHEREAS, pursuant to C.R.S. § 31-15-101(d), the City has the authority to acquire, hold, lease, and dispose of property, both real and personal; and

WHEREAS, the City Council of the City of Aurora finds and determines that it is in the best interest of the City and the residents of Aurora to approve the Contract to Buy and Sell Real Estate (Land) with Counterproposal.

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

Section 1. The Resolution approving the Contract to Buy and Sell Real Estate (Land) regarding the Thompson Parcel is hereby approved.

Section 2. The Mayor, General Manager of Aurora Water (or designee) and the City Clerk are hereby authorized to execute and deliver any necessary documents on behalf of the City in substantially the form presented at this meeting, with such technical additions, deletions, and variations as the City Attorney may deem necessary or appropriate and not inconsistent with this Resolution.

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

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

RESOLVED AND PASSED this _____day of _____, 2025.

_____
MIKE COFFMAN, Mayor

ATTEST:

_____
KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM

By: PETE A. SCHULTE

Ian J Best RLA
_____
IAN BEST, Assistant City Attorney

CITY OF AURORA
Council Agenda Commentary

Item Title: Approval of an Oil and Gas Lease Award
Item Initiator: Jeffrey S. Moore, Manager, Energy and Environment Division
Staff Source/Legal Source: Jeffrey S. Moore, Manager, Energy and Environment Division / David Scott, Assistant City Attorney
Outside Speaker: N/A
Council Goal: 2012: 4.0--Create a superior quality of life for residents making the city a desirable place to live and work

COUNCIL MEETING DATES:

Study Session: N/A

Regular Meeting: 1/27/2025

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

Item requires a Public Hearing: ☐ Yes ☒ No

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

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL'S APPROVAL OF AN OIL AND GAS LEASE AGREEMENT WITH BIGHORN OIL AND GAS, LLC, FOR CITY-OWNED MINERAL INTERESTS WITHIN SECTION 17, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERDIAN, COUNTY OF ADAMS, STATE OF COLORADO CONTAINING APPROXIMATELY 3.03 ACRES
Jeffrey Moore, Manager, Energy and Environment Division / David Scott, Assistant City Attorney

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

☐ Approve Item and Move Forward to Study Session

☐ Approve Item as Proposed at Study Session

☐ Approve Item and Move Forward to Regular Meeting

☒ Approve Item as Proposed at Regular Meeting

☐ Information Only

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

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: N/A

Policy Committee Date: N/A

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

☐ Recommends Approval ☐ Does Not Recommend Approval

☐ Forwarded Without Recommendation ☐ Minutes Not Available

☐ Minutes Attached

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

Approved to move forward following staff presentation at Exec. Session 1/13/25.

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL'S APPROVAL OF AN OIL AND GAS LEASE AGREEMENT WITH BIGHORN OIL AND GAS, LLC, FOR CITY-OWNED MINERAL INTERESTS WITHIN SECTION 17, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERDIAN, COUNTY OF ADAMS, STATE OF COLORADO CONTAINING APPROXIMATELY 3.03 ACRES.

FISCAL IMPACT

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

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

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

If lease is approved, the City will receive $23,280.00 up-front bonus payment, and a 21% royalty from first production. Staff estimates a $6,000.00 royalty per well for 16 wells; approximately $120,000.00 over 20 years, depending on commodity prices.

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 resolution, approve the oil and gas lease, and receive future revenue from the bonus and royalties?

LEGAL COMMENTS

C.R.S. 31-15-101(1)(d) grants the City the authority to acquire, hold, lease and dispose of property, both real and personal. Pursuant to City Code Section 2-31, the Mayor, upon authorization by a majority vote of the members of City Council voting thereon, shall execute all leases and conveyances of any interest in real property by the City; provided, however, that the City shall not sell or convey any lands granted to, or purchased for use and used by the City for park purposes, without a majority vote of the City's registered electors at a special or regular municipal election. (Scott)

MEMORANDUM

City of Aurora

AuroraGov.org

To: Mayor Mike Coffman and City Councilmembers

Through: Jason Batchelor, City Manager
Laura Perry, Deputy City Manager
Jeannine Rustad, Director of Planning & Business Development
Pete Schulte, City Attorney
Dave Scott, Assistant City Attorney

From: Jeffrey S. Moore, Manager Energy & Environment Division
Hector Reynoso, Real Property Services Manager

Date: January 13, 2025

Subject: Oil, Gas, & Mineral Lease offer in T3S R65W Sec 17

Background

The City of Aurora (City), as an owner of mineral rights, has the right to extract minerals by drilling or by leasing mineral rights to an Operator. Leasing involves negotiating terms for such things as bonus payments, production royalties, surface use (or non-use), and restoration. A bonus payment is a one-time payment based on a certain dollar amount per net mineral acre ("NMA"), which is paid upon signing a lease. Production royalties are dependent upon actual oil and gas produced, less expenses for production.

The area in which an Operator wants to drill is called a Unit, or Pool. Pooling is the consolidation and combining of leased land within adjoining leased tracts. It is used to assist in preventing waste due to the drilling of unnecessary wells. Oil, gas, or other minerals extracted from the pooled area are treated as if they come from the same well.

Force pooling, also known as Statutory Pooling, occurs when a non-consenting mineral rights owner is forced into a financial partnership with the Operator by the Colorado Energy & Carbon Management Commission (ECMC). Terms of Statutory Pooling are dictated by ECMC Rule 505 and Rule 506 and C.R.S. 34-60-116, and include penalties such as:

1. Inability to negotiate surface use;
2. Bonus payment may not be included;
3. A royalty is paid but penalties are deducted for reimbursement to consenting owners who pay for the drilling and operation of a well.
4. Mineral owner becomes a Nonconsenting Working Interest Owner in the well.

In the past, the City always entered into a lease agreement after negotiation, to avoid being force-pooled, which would create an unfunded liability for the City. However, in 2024, the Colorado Legislature passed SB24-185, signed by Governor Polis on May 22, 2024. This legislation includes a specific exemption from forced pooling for mineral rights held by municipalities so long as the

mineral rights are within the municipality's recognized boundaries. As a result, the City may now choose whether to lease or not, without fear of being forced pooled.

Proposed Mineral Lease

The City owns twenty-five percent (25%) of the mineral rights of 12.12 acres located in Section 17, Township 3 South, Range 65 West (see Exhibit A attached). These minerals are located under city right-of-way under 56th Avenue. The total Net Mineral Acres (NMA) is 3.03 acres. Civitas Resources, Inc. (Civitas) sent an unsolicited offer to lease these minerals from the City. As a result, City staff initiated the Mineral Leasing Program whereby highest and best offers are solicited from various companies in order to maximize revenues received from a particular mineral lease.

City staff solicited highest and best offers from (1) Western Midstream, (2) Peterson Energy Operating, (3) City and County of Denver, (4) Rocky Mountain Midstream(Williams), (5) Colorado Oil & Gas Association (COGA), (6) Great Western, (7) American Petroleum Institute (API), (8) Brian Macke (Property Reserve), (9) Verdad Resources, (10) True Oil LLC, (11) GMT Exploration, (12) Maverick Mineral Partners, (13) Wayne Copeland (leasing agent), and (14) Bluebird Energy Partners.

The solicitation was open for thirty (30) days and was also advertised on the Energy & Environment Division webpage, and City social media accounts. Attached as Exhibit B is a table detailing the offers received.

During the bid period, two other parties submitted valid bids in addition to the Civitas bid. Bluebird Energy Partners offered $3,500/NMA and a 20% royalty, and Bighorn Oil and Gas offered $7,650/NMA and a 21% royalty. The offer from Bighorn Oil and Gas is one of the highest offers ever received by the City on any mineral lease, and we believe it is an excellent offer. Since it is more than twice the value of the Bluebird bid, we do not believe further negotiation is necessary. The table below details staff's recommendation regarding the highest and best offer:

COMPANY	DESCRIPTION OF LAND	SECTION	TOWN - SHIP	RANGE	NMA	ROYALTY %	BONUS PAYMENT
BIGHORN OIL AND GAS LLC	The North 100.00 feet of the NE/4 of Section 17, T3S, R65W, 6th P.M.	17	3S	65W	1.5152	21.00%	$7,650 per NMA
BIGHORN OIL AND GAS LLC	The North 100.00 feet of the E/2NW/4 of Section 17, T3S, R65W, 6th P.M.	17	3S	65W	0.7575	21.00%	$7,650 per NMA
BIGHORN OIL AND GAS LLC	The North 100.00 feet of the W/2NW/4 of Section 17, T3S, R65W, 6th P.M.	17	3S	65W	0.7575	21.00%	$7,650 per NMA

This lease prohibits surface use of land. A provision that prohibits surface use for a drill site, and any other surface activity, is included in Paragraph 18A of the lease.

If approved, Bighorn Oil and Gas will partner financially with Civitas Resources in the

drilling of the wells from the surface location called the Aspen South Well Site to be drilled in 2025, and located approximately 1.5 miles to the east of the lease parcel. The Aspen South Well Site was approved in the 2019 Operator Agreement, and a future Oil & Gas Permit will be approved administratively by the City after a full review.

Lease Terms negotiated as follows:

- Bonus payment of $7,650.00 per NMA
- Twenty-one percent (21.00%) Royalty for oil and/or natural gas
- Three (3) year primary term with an option to renew for two (2) years if operations are not commenced within the primary term

Alternative

City Council could choose not to enter into a mineral lease. Per state statute, these minerals may not be force-pooled. In such case, the City would not receive any upfront bonus, nor any future royalty income. The minerals would remain in place underground. It is unlikely the minerals will be accessible in the future, due to the small size of the tracts, and proximity to development.

Based on the specific location of these mineral tracts (i.e., a long skinny parcel at the edge of the Drilling and Spacing Unit, the wells will most likely be drilled by Civitas regardless of the City's decision, but the path of the horizontal portion of the wellbore may be slightly changed.

Because the law enacted under SB24-185 is new and untested legally, it is possible the City could face threat of a takings claim if other mineral owners beyond the City's tracts are affected by the City's decision.

State law prohibits local governments from entering into multi-year funding obligations, and therefore, the City is unable legally to become a Working Interest Owner (through elective partnership) because those would require multi-year funding whose total is unknowable at the beginning.

Location of Drill Rig

The subject lease is for mineral rights only, not surface use. The drill site is located 1.5 miles east of the mineral parcel.

RECOMMENDATION:

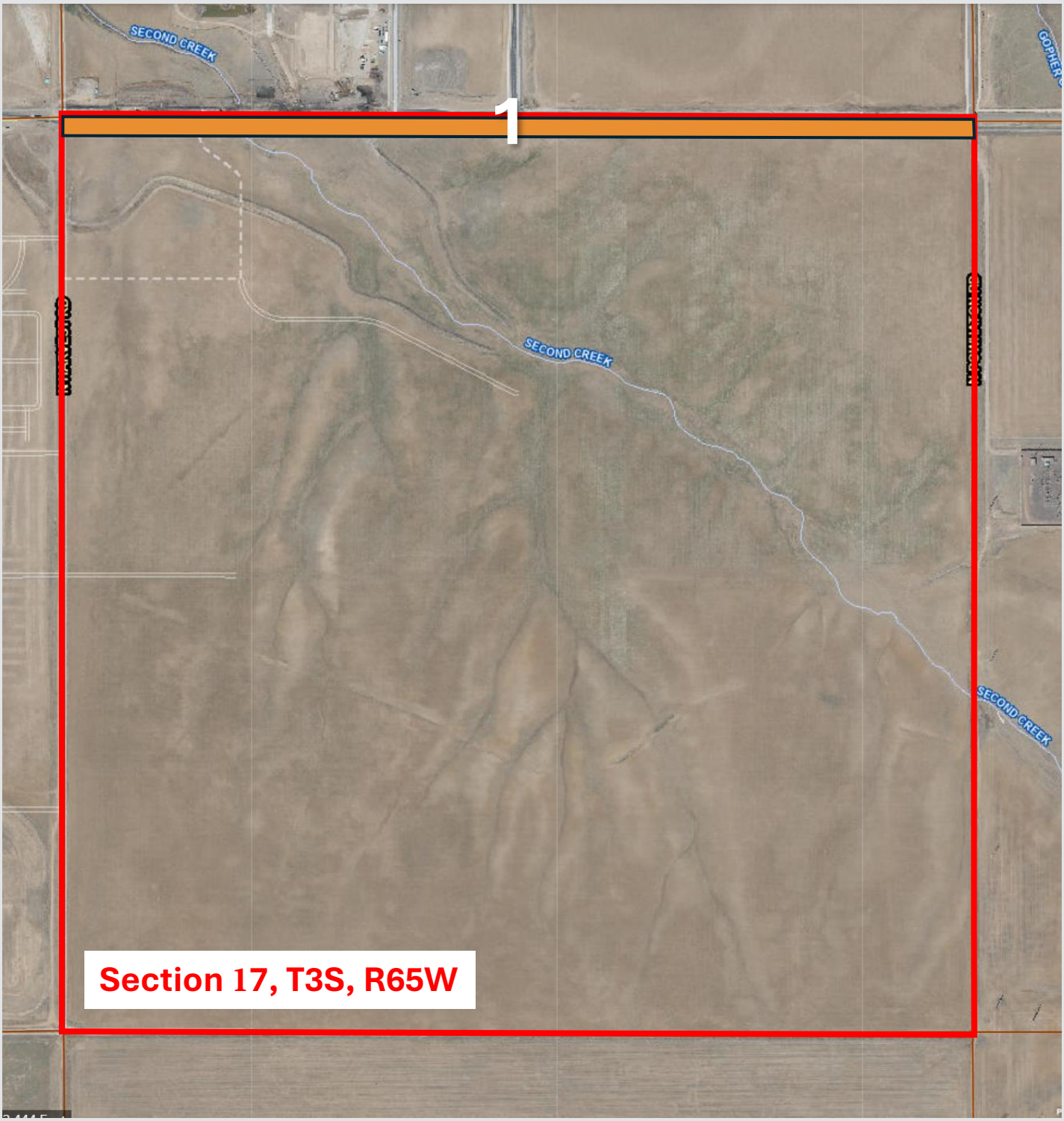
The Energy & Environment Division and Real Property Services recommend accepting this lease. Bighorn Oil and Gas has already signed the lease, and sent a check for the upfront lease bonus payment of $23,179.50, representing $7,650 per acre on 3.03 net mineral acres.

Question for Council:

Does City Council support the above-mentioned mineral lease and terms negotiated with Bighorn Oil and Gas, and approve moving this forward to a regular Council Meeting?

Attachments:
Exhibit A – Map of Leased Lands
Exhibit B – Bid tabulation table
Paid-up Oil, Gas, & Mineral Lease

EXHIBIT A: PROPOSED LEASE MAP



N
W E
S

Township: 3S
Range: 65W
Section: 17

2,640 feet

City parcel for lease

This map is a graphic representation and is only to be used as a visual aid.

EXHIBIT B: Bid Tabulation Table																
						BIGHORN OIL AND GAS LLC			**Bluebird Energy Partners III, LLC**			**CIVITAS RESOURCES**				
# of Parcels	*DESCRIPTION OF LAND*	*SECTION*	*TOWNSHIP*	*RANGE*	*ACRES NMA*	***BONUS PAYMENT PER NMA***	***Royalty***	***Term***	*BONUS PAYMENT PER NMA*	*Royalty*	*Term*	*BONUS PAYMENT PER NMA*	*Royalty*	*Term*		
3	*See Exhibit A in Lease*	*17*	*3S*	*65W*	*3.0300*	***$7,650.00***	***21%***	***3 Years***	***$3,500.00***	***20%***	***3 Years***	***$750.00***	***20%***	***3 Years***		
			TOTAL ACREAGE		*3.0300*											

CITY AND COUNTY OF DENVER			***ROCKY MOUNTAIN MIDSTREAM***			***GMT EXPLORATION COMPANY LLC***			***COLORADO O&G ASSOCIATION (COGA)***			***GREAT WESTERN***		
BONUS PAYMENT PER NMA	*Royalty*	*Term*	*BONUS PAYMENT PER NMA*	*Royalty*	*Term*	*BONUS PAYMENT PER NMA*	*Royalty*	*Term*	*BONUS PAYMENT PER NMA*	*Royalty*	*Term*	*BONUS PAYMENT PER NMA*	*Royalty*	*Term*
N/A	*N/A*	*N/A*	*N/A*	*N/A*	*N/A*	*N/A*	*N/A*	*N/A*	*N/A*	*N/A*	*N/A*	*N/A*	*N/A*	*N/A*

AMERICAN PETROLEUM INSTITUTE (API)			***WESTERN MIDSTREAM***			***VERDAD RESOURCE***			***TRUE OIL LLC***			***PROPERTY RESERVE (BRIAN MACKE)***		
BONUS PAYMENT PER NMA	*Royalty*	*Term*	*BONUS PAYMENT PER NMA*	*Royalty*	*Term*	*BONUS PAYMENT PER NMA*	*Royalty*	*Term*	*BONUS PAYMENT PER NMA*	*Royalty*	*Term*	*BONUS PAYMENT PER NMA*	*Royalty*	*Term*
N/A	*N/A*	*N/A*	*N/A*	*N/A*	*N/A*	*N/A*	*N/A*	*N/A*	*N/A*	*N/A*	*N/A*	*N/A*	*N/A*	*N/A*

WAYNE COPELAND (LEASING AGENT)			***MAVERIK MINERAL PARTNERS***			***PETERSON ENERGY OPERATING***		
BONUS PAYMENT PER NMA	*Royalty*	*Term*	*BONUS PAYMENT PER NMA*	*Royalty*	*Term*	*BONUS PAYMENT PER NMA*	*Royalty*	*Term*
N/A	*N/A*	*N/A*	*N/A*	*N/A*	*N/A*	*N/A*	*N/A*	*N/A*

PAID-UP OIL, GAS, & MINERAL LEASE

THIS LEASE AGREEMENT is made effective the _____ day of_____, 2025, between the City of Aurora, Colorado, a municipal corporation, as Lessor (whether one or more), whose address is 15151 East Alameda Parkway, 5th Floor, Aurora, Colorado 80012, and Bighorn Oil and Gas, LLC., as Lessee, whose address is 109 E. 17th St., Suite 6041, Cheyenne, WY 82001.

1. **Description.** Lessor, in consideration of TEN AND MORE DOLLARS cash in hand paid, the receipt of which is hereby acknowledged, the royalties herein provided and the covenants herein contained, hereby grants, leases and lets exclusively to Lessee, for the purpose of exploring for, geophysically or by other means (whether now known or not), developing, producing and marketing oil and gas of any nature or kind, along with all hydrocarbon and nonhydrocarbon substances, whether liquid or gaseous, produced in association therewith including Sulphur, helium, carbon dioxide, nitrogen and other commercial gases as well as hydrocarbon gases (collectively referred to herein as "covered minerals"), and marketing or rendering more marketable or more valuable the covered minerals, including laying pipelines for gathering and/or transportation, subject to the Aurora Oil & Gas Manual, and construction of treating, separating, dehydration, processing or other facilities and, the following described land together with any reversionary rights, riparian rights and after acquired interest therein (the "leased premises") in **Adams** County, **Colorado**, to-wit:

TOWNSHIP 3 SOUTH, RANGE 65 WEST, 6th P.M.
Section 17: the north 100.00 feet of the NE/4.
Containing **6.06** acres, more or less

And

Section 17: the north 100.00 feet of the E/2NW/4.
Containing **3.03** acres, more or less

And

Section 17: the north 100.00 feet of the W/2NW/4.
Containing **3.03** acres, more or less

See Exhibit "A" attached hereto and incorporated herein by this reference.

This Lease also covers all property acquired by prescription, accretions, and any small strips or parcels of land now or hereafter acquired or claimed by Lessor which are contiguous or adjacent to the leased premises whether or not such parcels are known to exist by Lessor or Lessee, and for the aforementioned consideration, Lessor agrees to execute at Lessee's request any additional or supplemental instruments for a more complete or accurate description of the land so covered. For the purpose of determining the amount of any shut-in royalties hereunder, said land shall be deemed to be comprised of **3.03** net mineral acres, whether it actually comprises more or less.

2. **Term of Lease.** This Lease shall be in force for a primary term of **three (3) years** from the effective date of this Lease, and for as long thereafter as either: (a) any covered minerals are being produced from the leased premises or from lands pooled, unitized or otherwise combined therewith; or (b) Operations, as hereinafter defined, are being conducted upon the leased premises or from lands pooled, unitized or otherwise combined therewith with no cessation of more than ninety (90) consecutive days; or (c) this Lease is otherwise maintained in effect pursuant to the provisions hereof. This Lease is a "paid-up" Lease requiring no rentals be paid to Lessor. Further, no shut-in royalty payments are required during the primary term.

3. **Royalty Payment**. Royalties on covered minerals produced and saved from the leased premises and used on the leased premises or lands pooled or unitized therewith or sold (whether to an affiliated or non-affiliated purchaser), shall be paid by Lessee to Lessor as follows: (a) For oil and other liquid hydrocarbons, the royalty shall be **21 percent** of the market value at the mouth of the well of such production. (b) For natural gas of any nature or kind (including casinghead gas) and all other covered minerals (including liquid hydrocarbons suspended in gas that are not separated at the primary separation facilities), the royalty shall be **21 percent** of the market value at the mouth of the well of such production. (c) In calculating royalties on all production hereunder, Lessee may deduct Lessor's proportionate part of any taxes such as ad valorem, production, severance, and excise taxes or other similar taxes as may be imposed on production currently or at any point in the future. A proportionate share of all costs incurred by Lessee in gathering, treating, dehydrating, compressing, processing, transporting, or delivering such production, and any other costs of marketing or rendering marketable or more valuable the covered minerals, whether on the leased premises or off the leased premises may also be deducted in calculating royalties payable hereunder. (d) If, at the expiration of the primary term or at any time or times thereafter, there is any well on the leased premises or on lands pooled or unitized therewith, capable of producing covered minerals, and all such wells are shut-in, this Lease shall, nevertheless, continue in force as though Operations were being conducted on said land for so long as said wells are shut-in, and thereafter this Lease may be continued in force as if no shut-in had occurred. Lessee covenants and

agrees to use reasonable diligence to produce, utilize, or market the covered minerals capable of being produced from said wells, but in the exercise of such diligence, Lessee shall not be obligated to install or furnish facilities other than well facilities and ordinary lease facilities, flowlines, separator, and lease tank, and shall not be required to market such covered minerals upon terms unacceptable to Lessee. Any payment hereunder may be made by check or draft of Lessee deposited in the mail or delivered to the party entitled to receive payment or to a depository bank provided for above on or before the last date for payment. Lessee's failure to pay and/or properly pay shut-in royalty shall render Lessee liable for the amount due, but shall not operate to terminate this Lease. Nothing herein shall impair Lessee's right to release any portion of the leased premises as provided in paragraph 11 hereof. In the event of assignment of this Lease in whole or in part, liability for payment hereunder shall rest exclusively on the then owners of this Lease, severally as to acreage owned by each. Lessee shall have free use of oil, gas, water, and other substances produced from said land, except water from Lessor's wells or ponds for all Operations hereunder, and Lessor's royalty shall be computed after deducting any produced oil or gas so used.

4. **Operations.** Whenever used in this Lease, the word "Operations" (unless specified to the contrary) shall mean preparation for and any of the following: dirt work, building of roads and locations, drilling, testing, completing, reworking, recompleting, deepening, plugging back, abandoning, repairing, perforating, fracturing or dewatering of a well in search of or in an endeavor to obtain, increase, or restore and/or market or render marketable or more valuable production of oil, gas, Sulphur, or other covered minerals, and/or production, actual or constructive, of oil, gas, Sulphur, or other covered minerals. All Operations conducted off the leased premises that are intended to result in production from the leased premises or lands pooled or unitized therewith shall be considered Operations conducted on the leased premises for purposes of extending and/or maintaining this Lease in effect under any other paragraph or provision hereof.

5. **Pooling.**

a) Subject to the restrictions enumerated in Section 5b, below, Lessee shall have the continuing and recurring right, but not the obligation, to pool or otherwise combine all or any part of the leased premises or interest therein with any other lands, leases, or interest, as to any or all depths or zones, and as to any or all covered minerals, either before or after the commencement of production, whenever Lessee, in its sole discretion, deems it necessary or proper to do so in order to prudently explore, develop, or operate the leased premises or to comply with a pooling order of any governmental authority having jurisdiction over such matters, whether or not similar pooling authority exists with respect to such other lands, leases, or interests. A pooled unit formed by such pooling for an oil well which is not a horizontal completion shall not exceed eighty (80) acres plus a maximum acreage tolerance of ten percent (10%), and for an oil well which is a horizontal completion or a gas well shall not exceed sixteen hundred (1,600) acres plus a maximum acreage tolerance of ten percent (10%); provided that larger pooled units may be formed for an oil well or a gas well, whether or not horizontally completed, in order to conform to any well spacing or density pattern permitted by any governmental authority having jurisdiction over such matters. Irrespective of the preceding limits, in no event shall a pooled unit exceed the size allowed by the Energy & Carbon Management Commission. The terms "oil well" and "gas well" shall have the meanings prescribed by applicable law or by regulations of the governmental authority that has jurisdiction over such matters. The term "horizontal completion" shall mean an oil well or a gas well in which the horizontal component of the gross completion interval exceeds one hundred (100) feet in length. Lessee may pool or combine land covered by this Lease or any portions thereof, as above provided as to oil in any one or more strata and as to gas in any one or more strata. Units formed by pooling as to any stratum or strata need not conform in size or area with pooled units formed as to any other stratum or strata, and oil units need not conform as to area with gas units. To exercise its pooling rights hereunder, Lessee shall file of record a written declaration describing the pooled unit, and the effective date of pooling shall be the date of filing unless provided otherwise in such declaration. Lessee wholly at its option may exercise its authority to pool or combine either before or after commencing Operating for or completing as oil or gas well on lands lying within a pooled unit and any pooled unit may include, but is not required to include, lands, or leases upon which a well producing or capable of producing oil or gas in paying quantities has theretofore been completed, or upon which Operations have theretofore been commenced. Operations anywhere on a pooled unit which includes all or any part of the leased premises,regardless of purposes (except the payment of royalties on production from the pool unit) as if they were Operations on the leased premises and references in this Lease to that if after created of a pooled unit a well is drilled on land within the pooled unit area (other than the leased premises) which well is not classified as the type of well for which the pooled unit was created (oil, gas or there covered minerals as the case may be), such well shall be considered a dry hole for purposes of applying the provisions of this Lease set forth in paragraph 2(b) hereof. If a gas well on a pooled gas unit, which includes all or a portion of the leased premises, is reclassified as an oil well, with respect to all lands which are included with the pooled unit (other than the lands on which the well is located), the date of such reclassification shall be considered as the date of cessation of production for purposes of applying the provisions of this Lease set forth in paragraph 2(b) hereof. The production on which Lessor's royalty is calculated and paid shall be that proportion of the total pooled unit production which the net acreage covered by this Lease and included in the pooled unit bears to the total gross acreage in the pooled unit, but only to the extent that such proportion of pooled unit production is sold or used off the leased premises or lands pooled therewith by Lessee. Pooling in one or more instances shall not exhaust Lessee's pooling rights hereunder, and Lessee shall, without the joinder of Lessor, have the recurring right but not the obligation to revise any pooled unit formed hereunder by expansion or contraction or both, either before or after commencement of production, in order to conform to the well

spacing or density pattern permitted by the governmental authority having jurisdiction, or to conform to any productive acreage determination made by such governmental authority, or court order, or when to do so, in the sole judgment of Lessee, promote the conservation of covered minerals in and under and that may be produced from the leased premises. In making such a revision, Lessee shall file of record a written declaration describing the revised pooled unit, and the effective date of revision shall be the date of filing unless provided otherwise in such declaration. To the extent any portion of the leased premises is included in or excluded from the pooled unit by virtue of such revision, the proportion of pooled unit production on which royalties are payable hereunder shall thereafter be adjusted accordingly, and such adjustment shall be made effective as of the effective date of the revision. Lessee may at any time dissolve any pooled unit formed hereunder by filing a written declaration describing the pooled unit, and the effective date of dissolution shall be the date of filing unless provided otherwise in such declaration. If this Lease now or hereafter covers separate tracts, no pooling of royalty interests as between any such separate tracts is intended or shall be implied or result merely from the inclusion of such separate tracts within this Lease but Lessee shall nevertheless have the right to pool as provided in this paragraph with consequent allocation of production as herein provided. As used herein, the words "separate tract" mean any tract with royalty ownership differing, now or hereafter, either as to parties or amounts, from that as to any other part of the leased premises. Pooling hereunder shall not constitute a cross-conveyance of interests.

b) Notwithstanding any language in this lease to the contrary, the Lessee shall not pool mineral interests of an unleased mineral interest owner if; (a) the unleased mineral interest owner is a local government and the local government has rejected an offer to lease in a manner consistent with Colorado law; and (b) the minerals subject to the local government's unleased mineral interests are located within the local government's geographic boundaries.

6. **Unitization.** Lessee shall have the continuing and recurring right, but not the obligation, to unitize all or any part of the leased premises or interest therein with any other lands, leases, or interests, as to any or all depths or zones, and as to any or all covered minerals, either before or after the commencement of production, so as to constitute a unit or units whenever, in Lessee's sole judgment, such unitization is required to prevent waste or promote and encourage the conservation of oil and gas by any cooperative or unit plan of development or operation or by a cycling, pressure maintenance, repressuring or secondary recovery program.

Any such unit formed shall comply with the local, State, and Federal laws and with the orders, rules, and regulations of the State or Federal regulatory or conservation agency having jurisdiction. The size of any such unit may be increased by including acreage believed to be productive, and decreased by excluding acreage believed to be unproductive, or where the owners of which do not join the unit, but any such change resulting in an increase or decrease of Lessor's royalty shall not be retroactive. Any such unit may be established, enlarged, or diminished and, in the absence of production from the unit area,may be abolished and dissolved by filing of record an instrument so declaring. Operations anywhere on any part of a unit which includes all or any part of the leased premises, regardless of whether such Operations were commenced before or after the execution of this Lease or the instrument declaring the unit, shall be treated for all purposes as if they were Operations on the leased premises and references in this Lease to production from or Operations on the leased premises shall be deemed to include production from or Operations on any portion of such unit; provided that if after creation of a unit a well is drilled on land within the unit area (other than the leased premises) which well is not classified as the type of well for which the unit was created (oil, gas or other covered minerals as the case may be), such well shall be considered a dry hole for purposes of applying the provisions of this Lease set forth in paragraph 2(b) hereof. Lessee shall allocate to the portion of the leased premises included in any such unit a fractional part of production from such unit on any one of the following basis: (a) the ratio between the participating acreage in the leased premises in such units and the total of all participating acreage in the unit, or (b) the ratio between the estimated quantity of recoverable reserves underlying the leased premises in such unit and the estimated total of recoverable underlying all lands within such unit; or, (c) any other basis approved by State or Federal authorities having jurisdiction over such matters. Lessor shall be entitled to the royalties provided under this Lease on the part of the unit production so allocated to that part of the leased premises included in such unit and no more.

a) **Ancillary Rights.** The rights granted to Lessee hereunder shall include the right of ingress and egress on the leased premises or lands pooled or unitized therewith, along with such rights as may be reasonably necessary to conduct operations for exploring, developing, producing, and marketing Oil and Gas Substances, including but not limited to geophysical operations, the drilling of wells, and the Lessee to explore, discover, produce, store, treat and/or transport Oil and Gas Substances and water produced from the leased premises or other lands that share central facilities and are jointly operated with the leased premises for gathering, treating, compression, and water disposal. Lessee may use in such operations, free of cost, any oil, gas, and/or other substances produced on the leased premises, except water. In exploring,developing, producing, or marketing from the leased premises or lands pooled or unitized therewith, the ancillary rights granted herein shall apply (a) to the entire leased premises, notwithstanding any partial release or other partial terminationof this Lease; and (b) to any other lands pooled or unitized therewith. When requested by Lessor in writing, Lessee shall bury its pipelines below ordinary plow depth on cultivated lands. No well shall be located less than five hundred (500) feet from any house or barn now on the leased premises or other lands of Lessor used by Lessee hereunder, without Lessor's consent, and Lessee shall pay for damage caused by its operations to buildings and other improvements now on the leased premises or such other lands, and to Lessor or Lessor's tenants for damage to commercial timber and growing crops thereon. Lessee shall have the

right at any time to remove its fixture, equipment, and materials, including well casing, from the leased premises or such other lands during the term of this Lease or within a reasonable time thereafter.

b) **Ownership Changes.** The interest of either Lessor or Lessee hereunder may be assigned, devised, or otherwise transferred in whole or in part, by area or by depth or zone, and the rights and obligations of the parties hereunder shall extend to their respective heirs, devisees, executors, administrators, successors and assigns. No change in Lessor's ownership shall have the effect of reducing the rights or enlarging the obligations of Lessee hereunder, and no change in ownership shall be binding on Lessee until sixty (60) days after Lessee has been furnished with notice consisting of the original or certified or duly authenticated copies of the recorded documents establishing a complete chain of record title from Lessor to the satisfaction of Lessee. In the event of the death of any person entitled to shut-in royalties hereunder, Lessee may pay or tender such shut-in royalties to the credit of decedent or decedent's estate. If at any time two (2) or more persons are entitled to shut-in royalties hereunder, Lessee may pay or tender such shut-in royalties to such persons, either jointly or separately, in proportion to the interest which each owns. If Lessee transfers its interest hereunder in whole or in part, Lessee shall be relieved of all obligations thereafter arising with respect to the transferred interest, and failure of the transferee to satisfy such obligations with respect to the transferred interest shall not affect the rights of Lessee with respect to any interest not so transferred. If Lessee transfers a full or undivided interest in all or any portion of the area covered by this Lease, the obligation to pay or tender shut-in royalties hereunder shall be divided between Lessee and the transferee in proportion to the net acreage interest in this Lease then held by each.

c) **Warranty of Title.** Lessor has not made and does not make and specifically disclaims any representations, warranties, promises, or agreements of any kind, express or implied, concerning the leased premises or whether the Lessor owns the mineral rights or the covered minerals on the leased premises. Lessee, at its option, may pay or discharge any tax, mortgage or lien existing, levied, or assessed against the leased premises and, in the event that it does so, Lessee shall be subrogated to the rights of the party to whom payment is made and, in addition to its other rights, may reimburse itself out of any royalties or shut-in royalties otherwise payable to Lessor hereunder. In the event Lessee is made aware of any claim inconsistent with Lessor's title, Lessee may suspend the payment of royalties or shut-in royalties hereunder, without interest, until Lessee has been furnished satisfactory evidence that such claim has been resolved.

d) **Payment Reductions.** If Lessor owns less than the full mineral estate in all or any part of the leased premises, payment of royalties and shut-in royalties, or other payment attributable to the mineral interest hereunder shall be reduced proportionately to the amount that Lessor's interest in the leased premises bears to the entire mineral estate in the leased premises. To the extent any royalty or other payment attributable to the mineral interest covered by this Lease is payable to someone other than Lessor, such royalty or other payment shall be deducted from the corresponding amount otherwise payable to Lessor hereunder.

e) **Release of Lease.** Lessee may, at any time and from time to time, deliver to Lessor or file of record a written release of this Lease as to a full or undivided interest in all or any portion of the leased premises or any depths or zones thereunder, and shall thereafter be relieved of all obligations thereafter arising with respect to the interest so released. If Lessee releases all or an undivided interest in less than all of the area covered hereby, Lessee's obligation to pay or tender shut-in royalties shall be proportionately reduced in accordance with the net acreage interest retained hereunder.

f) **Regulation or Delay.** Lessee's obligation under the Lease, shall be subject to all applicable laws, rules, regulations,and orders of any governmental authority having jurisdiction including restrictions on the drilling and production of wells. Notwithstanding the provisions of paragraph 2 above, when Operations are prevented or delayed by fire, flood, adverse weather conditions, war, sabotage, rebellion, insurrection, riot, strike or labor disputes, or by the inability to obtain a satisfactory market for production or failure of purchasers or carriers to take or transport such production, or by any other cause not reasonably within Lessee's control (commonly referred to as "force majeure"), this Lease shall not be terminated because of such prevention or delay and, at Lessee's option, the period of such prevention or delay shall be added to the term hereof or any period for performance of Lessee's rights or obligations hereunder. Lessee shall not be liable for breach of any terms of this Lease when Operations are so prevented, delayed, or interrupted.

g) **Breach or Default.** An alleged breach or default by Lessee of any obligation hereunder or the failure of Lessee to satisfy any condition or limitation contained herein shall not work a forfeiture or termination of this Lease nor cause a termination or reversion of the estate created hereby nor be grounds for cancellation hereof in whole or in part, and no litigation shall be initiated by Lessor with respect to any alleged breach or default by Lessee hereunder, for a period of at least ninety (90) days after Lessor has given Lessee written notice fully describing the breach or default, and if Lessee does not dispute the breach, then only if Lessee fails to remedy or commence to remedy the breach or default within such period. In the event Lessee disputes that a breach has occurred and the matter is litigated and there is a final un-appealable judicial determination that a breach or default has occurred, this Lease shall not be forfeited or canceled in whole or in part unless Lessee is given a reasonable time after said judicial determination to remedy the breach or default and Lessee fails to do so. If this Lease is canceled for any cause, it shall nevertheless remain in force and effect as to (1) sufficient acreage around each well as to which there are Operations to conform to the then-existing applicable spacing rules or applicable spacing unit established by governmental authority for such well. Lessee shall also have such easements on said land as are necessary to conduct Operations on the acreage so retained. Nothing

in this instrument or in the relationship created hereby shall be construed to establish a fiduciary relationship, a relationship of trust or confidence, or a principal-agent relationship between Lessor and Lessee for any purpose. Lessee's standard of conduct shall be that of a reasonable prudent operator. Notwithstanding anything to the contrary, Lessee shall not be liable for damages to the leased premises and associated restoration costs and expenses caused by Lessee's activities hereunder that exceed the fair market value (as of the date of this Lease) of the property affected.

h) **Existing Wellbores.** At no additional cost to Lessee, Lessor grants Lessee access to and the right to use, at Lessee's sole election, any existing oil and/or gas well(s) and/or wellbore(s) on the leased premises. Lessee's election to reenter and use an existing well and/or wellbore shall be considered the same as the drilling of a new well on the leased premises. This provision shall not apply to existing or abandoned water wells on the leased premises.

i) **Option to Extend.** Lessor hereby grants Lessee the option to extend the primary term of this Lease for an additional **Two (2) years** on the expiration of the original primary term hereof as to all or any portion of the leased premises then held hereunder which would expire unless so extended. This option may be exercised by Lessee, or its successors and assigns, at any time before the expiration of the primary term hereof by paying to Lessor or to Lessor's credit at the depository bank which may be named herein, an amount equal to 150% of the bonus paid, on a net mineral acre basis, for each net mineral acre so extended, which payment shall cover the **Two (2) years** of the extended term and Lessor acknowledges that there will be no rental payments due for or during the extended term. Payment may be made by check or draft mailed or delivered to Lessor or to said depository bank which may be named herein. Should this option be exercised as herein provided, it is agreed that Lessee may execute and file of record an instrument evidencing the exercise of this option.

j) **Preferential Right.** If during the term of this Lease (but not more than twenty (20) years after the date hereof) Lessor receives a bona fide offer from any party to purchase a new lease covering all or any part of the leased premises then covered by this Lease, and if Lessor is willing to accept such offer, then Lessor shall promptly notify Lessee in writing of the name and address of the offeror, all pertinent terms and conditions of the offer, including any lease bonus offered, and shall provide Lessee with a copy of the offer and the proposed Lease. Lessee shall have a period of thirty (30) days after receipt of such notice to exercise a preferential right to purchase a new lease from Lessor in accordance with the terms and conditions of the offer, by giving Lessor written notice of such exercise. Promptly thereafter, Lessee shall furnish to Lessor the new Lease for execution, along with a time draft for the lease bonus conditioned upon execution and delivery of the Lease by Lessor and approval of title by Lessee, all in accordance with the terms of said draft. Whether or not Lessee exercises its preferential right hereunder, then as long as this Lease remains in effect any new lease from Lessor shall be subordinate to this Lease and shall not be construed as replacing or adding to Lessee's obligations hereunder.

k) **Miscellaneous.**

(a) Entire Agreement. This Lease represents the entire agreement between Lessor and Lessee with respect to the leased premises and supersedes and replaces all prior agreements, both oral and written, between the parties with respect to the leased premises. This Lease is not intended to give rise to any implied obligations not otherwise expressly contained in this Lease, and any implied covenants not consistent with the express provisions of this Lease are hereby negated and renounced. This Lease may only be amended by a subsequent written instrument executed by both Lessor and Lessee.

(b) Captions. The captions used in the Lease are solely for the convenience of the parties hereto and shall have no significance, separate and apart from the terms and provisions of the Lease.

(c) Severability. If any term or other provision of this Lease is invalid, illegal, or incapable of being enforced under any rule of law, all other conditions and provisions of this Lease shall nevertheless remain in full force and effect.

(d) Choice of Law. THIS LEASE SHALL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF COLORADO (EXCLUSIVE OF ANY PRINCIPLES OF CONFLICTS OF LAWS WHICH WOULD DIRECT APPLICATION OF THE SUBSTANTIVE LAWS OF ANOTHER JURISDICTION).

(e) Counterparts. This Lease may be executed in any number of counterparts and by each of the parties hereto in separate counterparts, all such counterparts together constituting but one (1) and the same instrument.

l) **Additional Provisions.** Notwithstanding any provisions of this Lease to the contrary, in the event of conflict between this Section 18. Additional Provisions and sections 1-17 of this Lease, the terms of this Section 18. Additional Provisions shall control.

a. **No Surface Operations Language** (acreage with physical structures): Notwithstanding any other provisions of this Lease to the contrary, it is agreed that Lessee shall not use any surface of the Leased Premises and shall not enter upon, access, or occupy the surface of the Leased Premises, and no well, road, pipeline, structure, or other surface facility of any kind shall be placed upon the Leased premises without the consent of Lessor in writing being first obtained. Such consent, if granted, shall be memorialized by a separate written agreement approved by the governing body of the Lessor. Additionally, and separate from the preceding language herein, it is understood and agreed, that Lessee may not under any circumstances place a drillsite on the Leased Premises. It is understood and agreed, however, that Lessee may drill directionally or horizontally into said land and/or into land pooled with said land pursuant to paragraph

five (5) (the pooling clause) hereof. Lessee shall have the full, unrestricted, and exclusive right, power, and authority to produce the oil, gas hydrocarbons, and associated substances lying under or beneath or recoverable from said land, either by means of any well or wells the surface drillsites of which are located on other lands,and which said well or wells are drilled directionally or horizontally through and into said land, and/or into land pooled with said land, the producing intervals of which are bottomed under said land or under such pooled area and produce oil, gas and hydrocarbons and associated substances therefrom. Lessor hereby grants unto Lessee such rights-of-way, easements, and servitudes in and through the subsurface of said land as Lessee may require for boring well holes, casing same, and otherwise completing, producing, and maintaining wells either in said land or in any land included in the same operating unit as hereinabove provided in this Lease with said land or any part thereof. For the purposes of this Lease, wells slant drilled into and producing from said land, the surface drillsites of which are located on other lands, shall be considered to have been drilled in said land from drillsites on other lands in the vicinity of said land. Nothing herein shall constitute a waiver of any federal, state, or local limits or requirements pertaining to land use or mineral extraction.

b. **Secondary Term Shut-in Limitation:**
Lessee's right to maintain this Lease after the primary term solely by virtue of the shut-in royalty payments shall be limited to a period of no longer than **three (3) consecutive years**, however, the right to maintain this Lease after the expiration of the primary term for such period shall be a recurring right and may be exercised from time to time whenever the Lessee finds it necessary or expedient to shut in such well.

c. **Shut-in Payments:**
Notwithstanding anything to the contrary herein contained, where a well capable of producing oil and/or gas in paying quantities is completed hereunder and is shut-in for a period of one hundred eighty (180) consecutive days, this Lease shall not terminate, but Lessee shall be obligated to pay or tender to the Lessor as royalty for constructive production, **$5.00 per net mineral acre** retained or leased hereunder, such payment or tender to be made on or before the anniversary date of this Lease next ensuring after the expiration of one hundred eighty (180) days from the date such well is shut-in and thereafter on or before the anniversary date of this Lease during the period such well is shut-in. If such payment is made, it will be considered that oil and/or gas is being produced within the meaning of this Lease.

d. **Indemnity of Lessor by Lessee:**
Lessee shall indemnify, defend, and hold harmless Lessor from and against any and all third-party claims to the extent relating directly to the Lessee's operations on the Lease, not including claims or damages caused by the negligence, willful misconduct, or malicious acts or omissions of Lessor, its agents, representatives or contractors.

IN WITNESS WHEREOF, this Lease is executed effective the date first written above, and upon execution shall be binding upon the signatory and the signatory's heirs, devisees, executors, administrators, successors and assigns, whetheror not the Lease has been executed by all parties named herein as Lessor.

LESSOR: City of Aurora, Colorado, a municipal corporation

_____

By: Mike Coffman, Mayor

Reviewed By: _____

Real Property Services

ATTEST:

Approved by: _____

Pete Schulte, City Attorney

By: _____

Assistant City Attorney

_____

By: Kadee Rodriguez, City Clerk

ACKNOWLEDGMENTS

STATE OF _____)
) SS:
COUNTY OF _____)

The forgoing instrument was acknowledged before me this _____ day of_____, **2025**, by Mike Coffman, as Mayor of The City of Aurora, Colorado, A Colorado Municipal Corporation, to me known to be the identical person(s) described herein, and who executed the within and foregoing instrument of writing and acknowledgment to me that he duly executed the same as his free and voluntary act and deed for the uses andpurpose therein set forth.

WITNESS my hand and official seal.

My Commission Expires: _____

Signature/Notary Public: _____

Name/Notary Public (print): _____

Notary Public in and for the State of _____

LESSEE: Bighorn Oil and Gas, LLC., 109 E. 17th St., Suite 6041, Cheyenne, WY 82001

By: Matthew Dolezal

Title: Manager

STATE OF **COLORADO**)
) SS:
COUNTY OF Jefferson)

The forgoing instrument was acknowledged before me this 16th **day** of December, 2024 by Mathew Dolezal as its Manager, to me known to be the identical person(s) described herein, and who executed the within and foregoing instrument of writing and acknowledgment to me that he duly executed the same as his free and voluntary act and deed for the uses and purpose therein set forth.

WITNESS my hand and official seal.

My Commission Expires: Oct. 5, 2027

ELENA LUJAN
NOTARY PUBLIC - STATE OF COLORADO
NOTARY ID 20194025453
MY COMMISSION EXPIRES OCT 5, 2027

Signature/Notary Public:

Name/Notary Public (print): Elena Lujan

Notary Public in and for the State of CO

Exhibit "A"

This Exhibit "A" is attached to and made a part of that certain Oil and Gas Lease dated _____, 2025, by and between **The City of Aurora, Colorado, A Colorado Municipal Corporation**, as Lessor, and Bighorn Oil and Gas, LLC., whose address is 109 E. 17th St., Suite 6041, Cheyenne, WY 82001, as Lessee, covering all the following described lands in **Adams** County, Colorado:

TOWNSHIP 3 SOUTH, RANGE 65 WEST, 6th P.M.
Section 17: the north 100.00 feet of the NE/4.
Containing 6.06 acres, more or less

And

Section 17: the north 100.00 feet of the E/2NW/4.
Containing 3.03 acres, more or less

And

Section 17: the north 100.00 feet of the W/2NW/4.
Containing 3.03 acres, more or less

LESSOR: The City of Aurora, Colorado, A Colorado Municipal Corporation

_____

By: Mike Coffman

Title: Mayor

LESSEE: Bighorn Oil and Gas, LLC., 109 E. 17th St., Suite 6041, Cheyenne, WY 82001

Mathew Dolezal
_____

By: Mathew Dolezal

Its: Manager

City of Aurora, Colorado

City Council 1/27/2025

Oil & Gas Lease with Bighorn Oil and Gas

T3S – R65W – Section 17

Jeffrey S. Moore, P.G.
Manager
Energy & Environment Division

We steward access to the natural resources under our authority with integrity and respect for our people, businesses, and the environment.

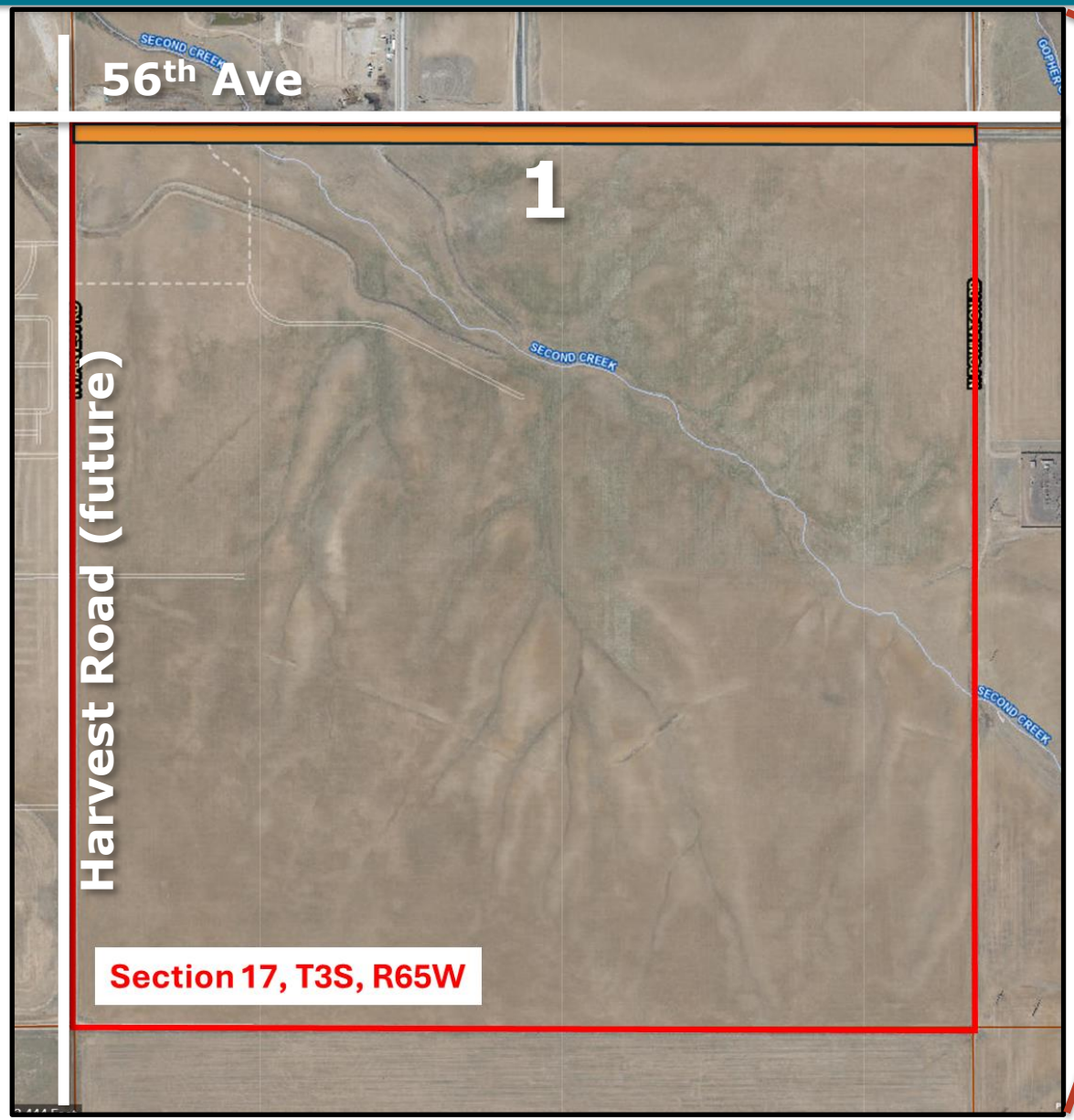
Proposed Lease Parcel

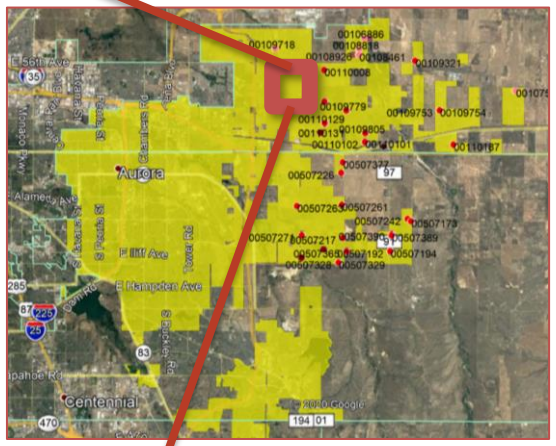
Township: 3 South
Range: 65 West
Section: 17

Ward II

Southeast of 56th Avenue and future Harvest Road (part of ROW)

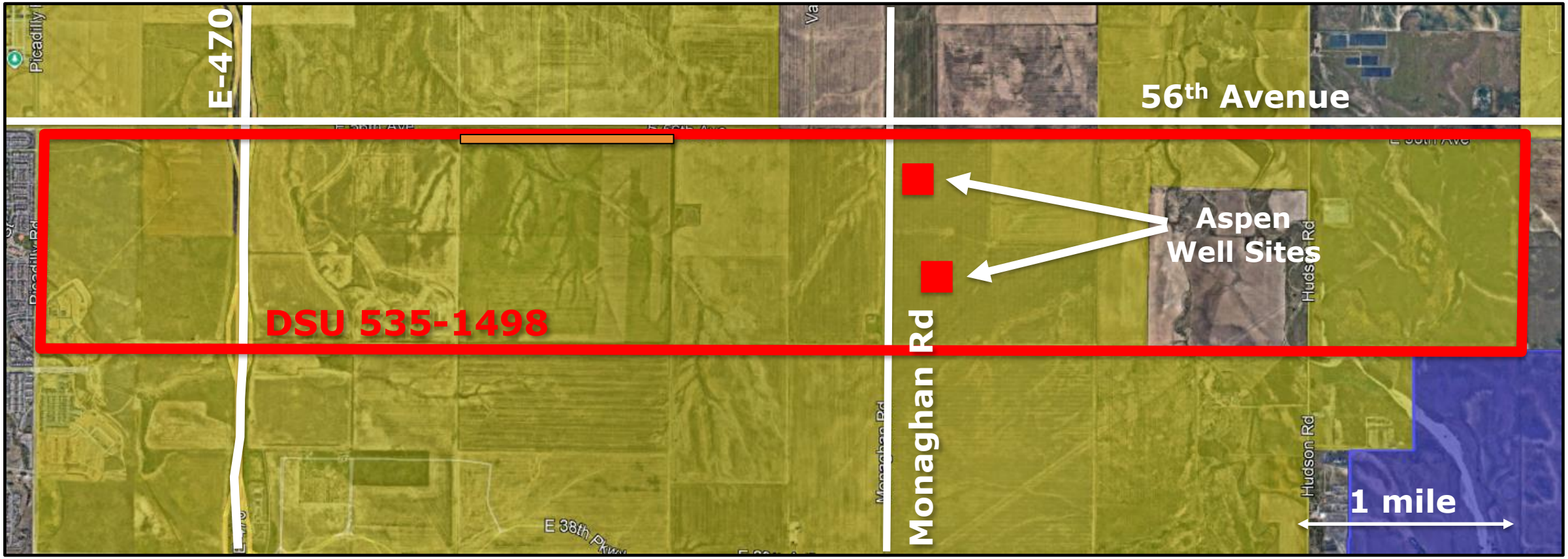
3.03
net mineral
acres





2,640 feet

Drilling & Spacing Unit (DSU)



- 4,480 acres (7 sections)
- Aspen North/South Well Sites (16 wells) – approved or in review

City of Aurora

Aurora Mineral Parcel

DSU

Actions Taken

- Received unsolicited offer from Crestone Peak Resources for $750/acre bonus and 20% royalty
- Initiated a 30-day competitive bid process
- Proactively emailed 12 Operators active in Adams/Arapahoe Counties, and 2 industry groups
- Posted on O&G Division webpage and Aurora social media
- Two other bids received by deadline of 12/9/2024
- Bighorn Oil and Gas submitted winning bid
  - $7,650/acre (upfront bonus)
  - 21% royalty on production
  - 3-year primary term

Options

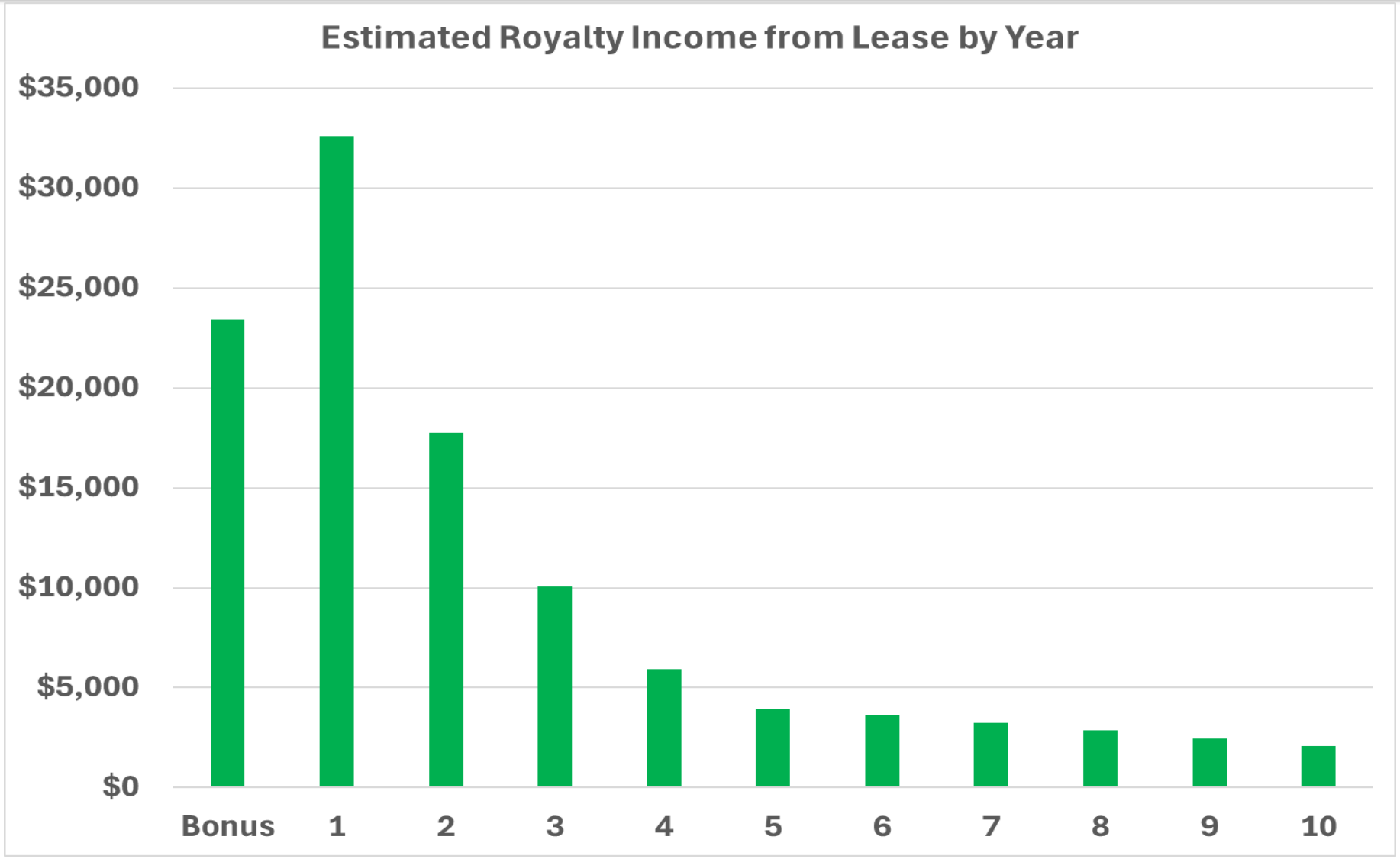
- **Accept offer, sign lease, deposit check**
  - $23,180 lease bonus (check in hand)
  - 21% Royalty from first production
  - Estimated $6,000 royalty per well * 16 wells
    (Over 20-30 years with 70% in first 4 years)
  - No surface access or occupancy



~$120,000

- **Reject offer**
  - Parcel cannot be force-pooled per new bill SB24-185
  - Would result in no bonus or royalty income to the City

Estimate of Revenue



Royalty income is directly correlated with commodity prices.

Thank you!

Jeffrey S. Moore, P.G.
Manager
Energy & Environment Division

We steward access to the natural resources under our authority with integrity and respect for our people, businesses, and the environment.

RESOLUTION NO. R2025- ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL'S APPROVAL OF AN OIL AND GAS LEASE AGREEMENT WITH BIGHORN OIL AND GAS, LLC, FOR CITY-OWNED MINERAL INTERESTS WITHIN SECTION 17, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERDIAN, COUNTY OF ADAMS, STATE OF COLORADO CONTAINING APPROXIMATELY 3.03 ACRES.

WHEREAS, The City of Aurora ("City") owns the mineral rights to a total of approximately 3.03 acres located in Section 17, Township 3 South, Range 65 West. These minerals are located southeast of 56th Avenue and the future Harvest Road; and

WHEREAS, The City received offers to lease its Minerals through a competitive process; and

WHEREAS, Bighorn Oil and Gas, LLC, as the winner of that competitive process, has offered to enter a Paid-Up Oil, Gas, & Mineral Lease Agreement ("Lease Agreement") for the Minerals in exchange for a bonus payment of seven thousand six hundred and fifty ($7,650.00) dollars per net mineral acre plus a twenty-one percent (21%) production royalty; and

WHEREAS, The Lease Agreement prohibits surface use for a drill site or any other surface activity; and

WHEREAS, The bonus payment and royalties due to the City through this Lease Agreement are beneficial to the people of the City; and

WHEREAS, Pursuant to C.R.S. 31-15-101(d), the City has the authority to acquire, hold, lease, and dispose of property, both real and personal; and

WHEREAS, Pursuant to City Code Section 2-31, the Mayor, upon authorization by a majority vote of the members of City Council voting thereon, shall execute all conveyances of any interest in real property by the City, including leases; provided, however, that the City shall not sell or convey any lands granted to, or purchased for use and used by the City for park purposes, without a majority vote of the City's registered electors at a special or regular municipal election.

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

Section 1. The Paid-Up Oil, Gas & Mineral Lease Agreement between the City and Bighorn Oil and Gas, LLC, is hereby approved.

Section 2. The Mayor and City Clerk are hereby authorized to execute the attached agreement in substantially the form presented at this meeting with such technical additions, deletions, and variations as may be deemed necessary or appropriate by the City Attorney.

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

RESOLVED AND PASSED this _____ day of _____, 2025.

_____
MIKE COFFMAN, Mayor

ATTEST:

_____
KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

PETE SCHULTE, CITY ATTORNEY

BY: David Scott RLA
DAVID SCOTT, Assistant City Attorney

CITY OF AURORA
Council Agenda Commentary

Item Title: Elora Waterline Intergovernmental Agreement
Item Initiator: Vern Adam, Deputy Director of Planning & Engineering
Staff Source/Legal Source: Vern Adam, Deputy Director of Planning & Engineering / Ian Best, Asst. City Attorney
Outside Speaker: N/A
Council Goal: 2012: 3.0--Ensure excellent infrastructure that is well maintained and operated.

COUNCIL MEETING DATES:

Study Session: N/A

Regular Meeting: 1/27/2025

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

Item requires a Public Hearing: ☐ Yes ☒ No

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

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

Waiver of reconsideration requested due to the property ownership transfer from MU Elora to the builder and the short timeframe for the developer to get the waterline installed.
Vern Adam, Deputy Director of Planning and Engineering, Aurora Water / Ian Best, Assistant City Attorney

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

☐ Approve Item and Move Forward to Study Session

☐ Approve Item as Proposed at Study Session

☐ Approve Item and Move Forward to Regular Meeting

☒ Approve Item as Proposed at Regular Meeting

☐ Information Only

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

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Water Policy

Policy Committee Date: 1/15/2025

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

☒ Recommends Approval ☐ Does Not Recommend Approval

☐ Forwarded Without Recommendation ☒ Minutes Not Available

☐ Minutes Attached

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

On September 11, 2023 City Council approved an Extra-Territorial Water Service Agreement as item 11.a.1.

On January 15, 2025, the Water Policy Committee supported moving an Intergovernmental Agreement for the installation of the Elora waterline forward to the next Council meeting.

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

MU Elora, LLC entered into an extra-territorial water and sanitary sewer services agreement with Aurora Water approved by City Council September 11, 2023 in which Aurora Water agreed to provide services to contemplated unannexed developments now known as Elora Metropolitan District and Elora Commercial Metropolitan District (together the "Districts"). In order to allow for the provision of the services a twelve-inch (12") waterline ("Waterline") will be constructed in the existing and proposed Delbert Road right-of-way in Douglas County south of County Line Road spanning six hundred and sixty feet (660'). Since the Right-of-Way (ROW) south of County Line Road in Delbert Road is not City of Aurora ROW, this agreement provides necessary maintenance responsibilities related to the location of the Waterline and relieves Aurora Water from bearing any cost due to grade changes or widening of Delbert Road. MU Elora LLC shall, at its sole cost and expense, construct and install the Waterline in accordance with Aurora Water standards and specifications and upon final acceptance, convey ownership of the Waterline to Aurora Water. Furthermore, any costs related to grade changes or widening of Delbert Road that impact the Waterline are the responsibility of MU Elora LLC.

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.)

Connection fees and water/sewer from Utility Billing will be billed at 1.5 times the rate.

ORGS/ACCTS:
Connection Fees
Water-00505/45760
Sewer- 00515/45760

Utility Bills
Water- 00500/45160
Sewer- 00510/45160

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

N/A

NON-BUDGETED EXPENDITURE IMPACT

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

N/A

WORKLOAD IMPACT

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

N/A

QUESTIONS FOR COUNCIL

Does the City Council support moving A RESOLUTION of the City Council for an Intergovernmental Agreement between the City of Aurora, acting by and through its Utility Enterprise, Mu Elora, LLC., a Colorado Limited Liability Company, Elora Metropolitan District, Elora Commercial Metropolitan District and the Board of County Commisioners of Douglas County for the installation of the Elora waterline forward to the February 24, 2025 Council meeting?

LEGAL COMMENTS

APPROVAL SHOULD INCLUDE A WAIVER OF RECONSIDERATION.

The City is authorized to cooperate and contract with any political subdivision of the State of Colorado, to provide any function, service, or facility lawfully authorized to each of the contracting or cooperating units of government (Article XIV of the Colorado Constitution and C.R.S. 29-1-203). The City Charter authorizes the City by resolution to enter into contracts or agreements with other governmental units, including special districts, for the joint use of buildings, equipment or facilities or for furnishing or receiving commodities and services (Charter Section 10-12). (Best)

RESOLUTION NO. R2025- ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL'S SUPPORT OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF AURORA COLORADO, ACTING BY AND THROUGH ITS UTILITY ENTERPRISE, MU ELORA, LLC A COLORADO LIMITED LIABILITY COMPANY, ELORA METROPOLITAN DISTRICT, ELORA COMMERCIAL METROPOLITAN DISTRICT AND THE BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY FOR THE INSTALLATION OF THE ELORA WATERLINE

WHEREAS, MU Elora, LLC has entered into an extra-territorial water and sanitary sewer services agreement with the City of Aurora, acting by and through its Utility Enterprise ("Aurora Water") in which Aurora Water agreed to provide services to contemplated developments now known as Elora Metropolitan District and Elora Commercial Metropolitan District (together the "Districts"); and

WHEREAS, to allow for the provision of the services a twelve-inch (12") waterline ("Waterline") will be constructed in the existing and proposed Delbert Road right-of-way in Douglas County south of County Line Road spanning six hundred and sixty feet (660'); and

WHEREAS, MU Elora LLC shall at its sole cost and expense construct and install the Waterline in accordance with Aurora Water standards and specifications and upon final acceptance, convey ownership of the Waterline to Aurora Water; and

WHEREAS, the work performed pursuant to the Intergovernmental Agreement is necessary for the health, safety, and welfare of the people of Aurora; and

WHEREAS, the City is authorized, pursuant to Article XIV of the Colorado Constitution and Section 29-1-203 of the Colorado Revised Statutes, to cooperate and contract with any political subdivision of the State of Colorado, to provide any function, service, or facility lawfully authorized to each of the contracting or cooperating units of government; and

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

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

Section 1. The Waterline Agreement between Aurora Water, Douglas County, Elora Metropolitan District, Elora Commercial Metropolitan District and MU Elora is hereby approved.

Section 2. The Mayor and City Clerk are hereby authorized to execute the attached agreement in substantially the form presented at this meeting with such technical additions, deletions, and variations as may be deemed necessary or appropriate by the City Attorney.

Section 3. That the Mayor of Aurora, City Clerk, and City Attorney are authorized to take such action and to execute such documents as necessary to implement the intent of this resolution.

Section 4. All resolutions or parts of resolutions of the City in conflict herewith are hereby rescinded.

PASSED AND ADOPTED this _____ day of _____, 2025.

_____
MIKE COFFMAN, Mayor

ATTEST:

_____
KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

PETE A. SHULTE, CITY ATTORNEY

Ian J Best RLA
_____
By: IAN BEST, Assistant City Attorney

WATERLINE AGREEMENT
BETWEEN AURORA WATER, DOUGLAS COUNTY,
ELORA METROPOLITAN DISTRICT, ELORA COMMERCIAL METROPOLITAN DISTRICT and MU ELORA

THIS WATERLINE AGREEMENT ("**Agreement**") is made and entered into as of the Effective Date (defined below) by and between the CITY OF AURORA, Colorado a home rule municipal corporation of the counties of Adams, Arapahoe and Douglas acting by and through its Utility Enterprise (the "**Aurora Water**"), MU ELORA LLC, a Colorado limited liability company ("**MU Elora**") ELORA METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado, ELORA COMMERCIAL METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado and the BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, (the "**County**"), each which may be referred to herein as a "Party" or collectively as the "**Parties.**"

Recitals

WHEREAS, C.R.S. § 29-1-203 authorizes Aurora Water and County to cooperate and contract with one another to provide any function, service, or facility lawfully authorized to each of the cooperating or contracting units, including the sharing of costs; and

WHEREAS, C.R.S. §§ 24-68-101 through 24-68-106 allows counties and cities to enter into agreements with developers regarding land use and development; and

WHEREAS, in September of 2023 MU Elora and Aurora Water entered into an intergovernmental agreement for extra-territorial water and sanitary sewer services (the "2023 Agreement") in which Aurora Water agreed to provide water and sewer services for contemplated developments including but not limited to Elora Metropolitan District (f/k/a Sterling Crossing Residential Metropolitan District") and Elora Commercial Metropolitan District (f/k/a Sterling Crossing Commercial Metropolitan District) (together referred to hereinafter as the "Districts"); and

WHEREAS, Aurora Water, County, and MU Elora find value in providing certainty regarding the responsibilities of each Party associated with the future 12" water main to be constructed within the existing and proposed Delbert Road Right-of-Way (in Douglas County) south of County Line Road a distance of approximately 660 feet to the point of connection to the on-site water system to facilitate adequate project looping requirements (the "**Waterline**"). The Waterline will be located in the approximate location as shown on **Exhibit A** attached hereto and incorporated herein by reference and is made necessary partially due to the development of the Elora subdivision and associated land use as proposed by MU Elora.

Terms

NOW THEREFORE, in consideration of the consideration specified herein, the premises, the mutual promises of the parties, and the mutual benefits to be gained by performance, it is agreed as follows:

1. **Costs for Construction of Waterline:** MU Elora, shall, at its sole cost and expense, construct the Waterline in accordance with plans approved by the Aurora Water. MU Elora shall be responsible, at its sole cost, to obtain all necessary permits from the County and Aurora Water to install the Waterline in Delbert Road and shall repair all damages to Delbert Road as a result of such installation to County standards. Aurora Water shall have no obligation to reimburse MU Elora nor County for Waterline construction and/or installation costs.

2. **Ownership of Waterline.** Following construction and final acceptance of the Waterline to Aurora Water rules and regulation and standards and specifications, MU Elora shall convey the Waterline to Aurora Water and Aurora Water shall own and maintain the Waterline in perpetuity. MU Elora agrees to provide, or cooperate to ensure, that Aurora Water timely receives any necessary documentation required to memorialize Aurora Water's ownership of the Waterline.

3. **County Obligation**. The County agrees that the Waterline may be located within Delbert Road and that Aurora Water shall have continued access to the Waterline to operate, maintain, repair and replace the same. If Aurora Water damages Delbert Road as a result of any access, repair, maintenance or replacement of the Waterline, Aurora Water shall repair Delbert Road to County standards, at Aurora Water's sole cost and expense, as soon as practicable following Aurora Water's actual knowledge of such damage.

4. **Delbert Road Widening.** Costs for any relocation or reconfiguration of surface appurtenances, including but not limited to valve boxes and manholes, made necessary by widening or other changes to Delbert Road shall be born solely by the Districts. Plans for such relocation and or reconfiguration must be preapproved in writing by Aurora Water and completed in accordance with Aurora Water rules and regulations and standards and specifications.

4. **Relationship of Parties.** This Agreement does not and shall not be construed as creating a relationship of joint venturers, partners, or employer-employee between the Parties.

5. **Liability of Parties.** No Party shall have any obligation whatsoever to repay any debt, financial obligation, or liability of any other Party.

6. **Modification.** This Agreement may be modified, amended, changed or terminated, in whole or in part, only by an agreement in writing duly authorized and executed by the Parties. No consent of any third party shall be required for the negotiation and execution of any such agreement.

7. Waiver. The waiver of a breach of any of the provisions of this Agreement by either Party shall not constitute a continuing waiver or a waiver of any subsequent breach of the same or another provision of this Agreement.

8. Integration. This Agreement contains the entire agreement between the Parties and no statement, promise or inducement made by any Party or the agent of any Party that is not contained in this Agreement shall be valid or binding.

9. Severability. Invalidation of any of the provisions of this Agreement or of any paragraph, sentence, clause, phrase or work herein, or the application thereof in any given circumstance, shall not affect the validity of any other provision of this Agreement.

10. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Colorado.

11. No Multiple-Year Financial Obligation. Nothing herein shall be deemed or construed to create a debt or multiple fiscal year obligation within the meaning of Article X, Section 20 of the Colorado Constitution.

12. **Sole Obligation of Aurora Water.** In the event of a default by Aurora Water of any of its financial obligations under this Agreement, MU Elora, Districts and County shall have no recourse for any amounts owed to it against any funds or revenues of the City of Aurora except for those revenues derived from rates, fees or charges for the services furnished by, or the direct or indirect use of, the Water System and deposited in the Water Enterprise Fund, as the terms "Water System" and "Water Enterprise Fund" are defined in City Ordinance No. 2003-18, and then only after the payment of all operation and maintenance expenses of the Water System and all debt service and reserve requirements of any bonds, notes, or other financial obligations of the Utility Enterprise (Aurora Water) secured by a pledge of the net revenues of the Water Enterprise Fund. Notwithstanding any language herein to the contrary, nothing in this Agreement shall be construed as creating a lien upon any revenues of Aurora Water or the City of Aurora.

12. Headings for Convenience Only. The headings, captions and titles contained herein are for convenience and reference only and are not intended to enlarge or restrict the content thereof.

13. No Third-Party Beneficiaries. The benefits and burdens of the Agreement shall inure solely to the Parties. There are no third-party beneficiaries of this Agreement.

14. Insurance. MU Elora (or its contractor) must carry insurance as set forth in **Exhibit D** listing the City of Aurora, acting by and through its Utility Enterprise (Aurora Water) as an additional insured, except for worker's compensation, on a primary and non-contributory basis. Proof of insurance must be provided to Aurora Water prior to commencement of construction. All policies shall contain a waiver of subrogation in favor of Aurora Water

and MU Elora (or its contractor) shall provide a copy of an endorsement providing this coverage. MU Elora's (or its contractor's) policies will be primary and non-contributory with respect to all self-insurance or insurance policies purchased by the City of Aurora.

15. **Liability**. Each Party hereto agrees to be responsible for its own wrongful or negligent acts or omissions, or those of its officers, agents or employees to the full extent allowed by law. Liability of Aurora Water, County and the Districts, as public entities in the State of Colorado, is at all times strictly limited and controlled by the provisions of the Colorado Government Immunity Act, C.R.S. 24-10-101 et seq. as now or hereafter amended. Nothing in this Agreement shall be construed as a waiver of the protections of said Act. As institutions of the State of Colorado, neither Aurora Water, County nor Districts are authorized to indemnify any party, public or private, as against the claims or demands of third parties and any such indemnification provision shall be null and void.

16. **Indemnity by MU Elora.** MU Elora shall defend, indemnify and hold harmless the City of Aurora and its Utility Enterprise, Aurora Water, from and against all claims, damages, losses, expenses, and costs (including reasonable attorney's fees) arising out of or relating to the Waterline project to the extent actually or alleged to be caused by the negligence of MU Elora or those for whom it is responsible, including without limitation, its contractor.

17. Effective Date. The effective date of this Agreement shall be the date of the last signature of any Party below.

18. **Notice.** All notice required under this Agreement shall be in writing and shall be sent by registered or certified mail, return receipt requested, postage prepaid, to the addresses of the parties herein set forth. All notices so given shall be considered effective seventy-two (72) hours after deposit in the United States mail with the proper address as set forth below. All parties by notice so given, may change the address to which future notices shall be sent.

Notice to Aurora Water:

Vern Adam
Aurora Water 26791 E. Quincy Avenue
Aurora, Colorado 80016
Phone: 303-739-7370
Email: waterengineering@auroragov.org

With copy to:

Aurora City Attorney's Office
Suite 5300
Aurora, Colorado 80012

Notice to Douglas County:

Douglas County Board of County Commissioners
100 Third Street
Castle Rock, Colorado 80104

With copy to:

Douglas County Attorney's Office.
100 Third Street
Castle Rock, Colorado 80104

Notice to MU Elora, LLC:

MU Elora LLC
6900 E. Belleview Avenue, Suite 300
Greenwood Village, Colorado 80111

With copy to:

McGeady Becher Cortese Williams P.C.
450 E. 17th Avenue, Suite 400
Denver, Colorado 80203

Notice to the Districts:

Elora Metropolitan District
Elora Commercial Metroplitan District
c/o McGeady Becher Cortese Williams P.C.
450 E. 17th Avenue, Suite 400
Denver, Colorado 80203

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement, effective as of the day and year first above written.

[SIGNATURE PAGES FOLLOW]

CHAIRMAN, BOARD OF COUNTY COMMISSIONERS

By: _____
_____, BOCC Chairman

ATTEST:

_____

DIRECTOR OF PUBLIC WORKS, CITY OF AURORA

By: _____
_____, City of Aurora Director of Public Works

ATTEST:

_____

MU ELORA LLC

By: _____
Daniel R. Sheldon as Manager

ELORA METROPOLITAN DISTRICT

BY: _____
Daniel R. Sheldon, its President

ATTEST:

_____

ELORA COMMERCIAL METROPOLITAN DISTRICT

BY: _____
Daniel R. Sheldon, its President

ATTEST:



City of Aurora, Colorado
Acting by and through its
Utility Enterprise

_____ _____
Mike Coffman, Mayor Date

Attest:

_____ _____
Kadee Rodriguez, City Clerk Date

Approved as to form for Aurora:

Ian J Best _____ 1/8/2025 25039440
Ian Best, Assistant City Attorney Date ACS #

State of Colorado)
) ss
County of Arapahoe)

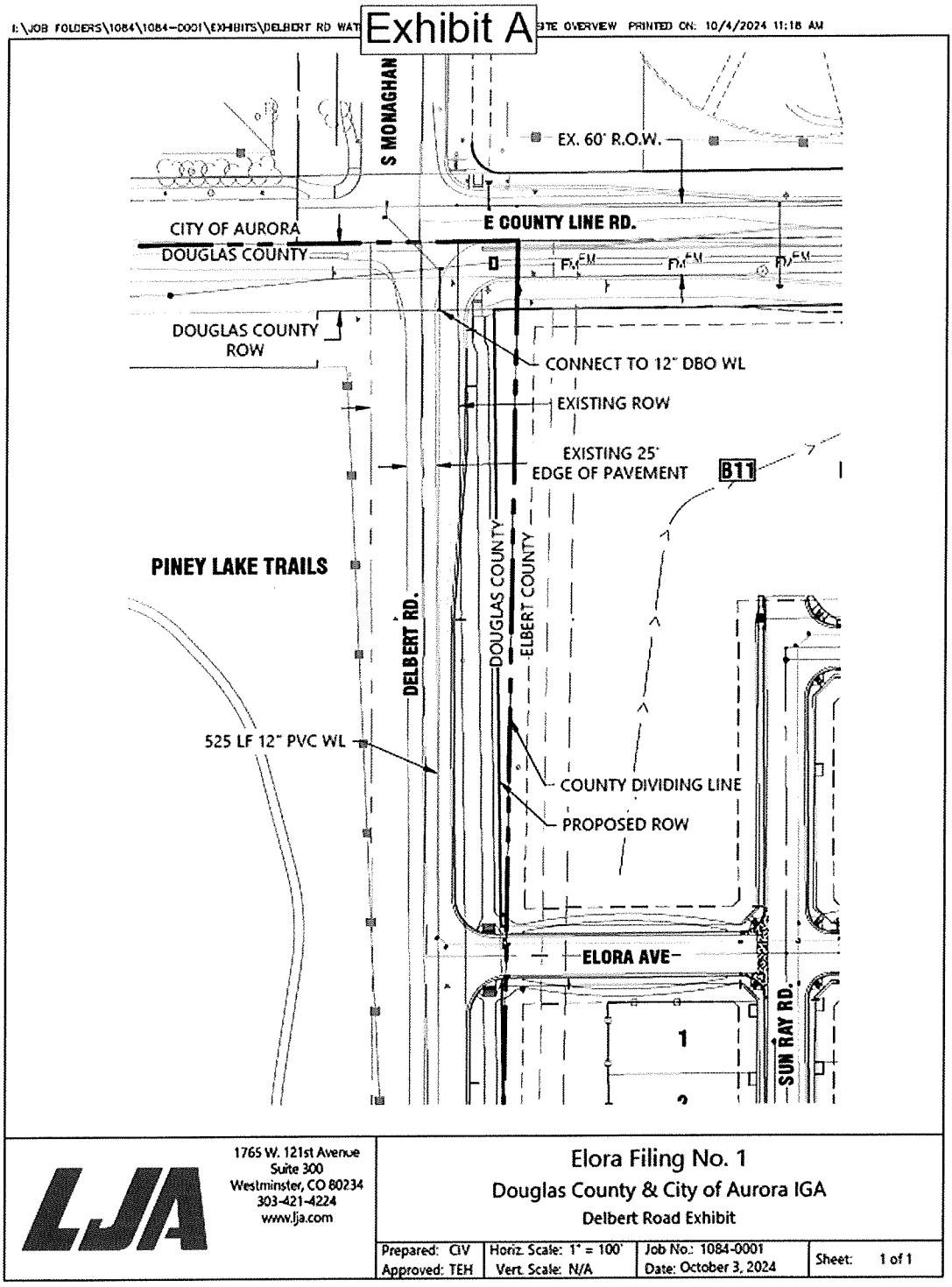
The foregoing instrument was acknowledged before me this _____ day of _____, 20___, by Mike Coffman, Mayor, acting on behalf of the Utility Enterprise of the City of Aurora, Colorado.

Witness my hand and official seal. _____
Notary Public

My commission expires: _____

(Seal)

Exhibit A



LJA

1765 W. 121st Avenue
Suite 300
Westminster, CO 80234
303-421-4224
www.lja.com

Elora Filing No. 1

Douglas County & City of Aurora IGA

Delbert Road Exhibit

Prepared: CIV Approved: TEH	Horiz. Scale: 1" = 100' Vert. Scale: N/A	Job No.: 1084-0001 Date: October 3, 2024	Sheet: 1 of 1

Exhibit D
Insurance Requirements

(a) Commercial General Liability Insurance. MU Elora and its contractor(s) shall provide commercial general liability insurance against claims arising out of bodily injury, death, damage to or destruction of the property of others, including loss of use, XCU (underground, collapse and explosion) contractual liability, and products and completed operations coverages in an amount not less than One Million Dollars ($1,000,000.00) per occurrence and Two Million Dollars ($2,000,000.00) general aggregate.

(b) Commercial Automobile Liability Insurance. MU Elora and its contractor(s) shall maintain business automobile liability covering liability arising out of the operation of any vehicle (including owned, non-owned and hired vehicles) with minimum limits of One Million Dollars ($1,000,000.00) combined single limit each accident, naming City as an Additional Insured.

(c) Workers' Compensation and Employers Liability Insurance. MU Elora and its contractor(s) shall maintain Worker's Compensation Insurance with limits in accordance with the provisions of the Workers' Compensation Act, as amended, by the State of Colorado. Additionally, Contractor shall maintain Employers Liability Insurance with minimum limits of One Million Dollars ($1,000,000.00) bodily injury for each accident, One Million Dollars ($1,000,000.00) bodily injury by disease each employee, and One Million Dollars ($1,000,000.00) bodily injury disease aggregate.

(d) Contractor's Pollution Liability Insurance. MU Elora and its contractor(s) shall maintain a Contractor's Pollution Liability insurance policy covering any bodily injury, liability, and property damage liability, arising out of the collection, disposal, and release of pollutants, including items in transit to a permanent disposal facility, which may arise from activities under or incidental to this Extension Agreement. This policy shall be maintained with minimum limits of Five Million Dollars ($5,000,000.00) per claim (with retroactive date included) or per occurrence.

(e) Builder's Risk. MU Elora and its contractor(s) shall furnish Builder's Risk insurance on "all risk" forms endorsed to provide coverage for physical loss or damage including but not limited to: fire, wind, floods, earthquakes, theft, vandalism, malicious mischief, collapse, sinkholes, demolition, debris removal, increased cost of construction and cover underground property (except for piping and utility lines not related to the Regional Infrastructure), materials stored on and off site that have become property of the contractor(s) and any other natural or man-made peril. Builder's Risk insurance shall be written on a replacement cost basis for the value of the project without a co-insurance penalty and shall contain an Agreed Amount Endorsement in an amount not less than the value of the Project, including all hard and soft costs (including architect and engineering fees), for the entire duration of work under this Agreement (until Final Acceptance of the entire completed Regional Infrastructure by City). Builder's Risk insurance shall name the City, MU Elora, and all contractors, subcontractors and sub-subcontractors as named insureds. Each contractor will be responsible for the Builder's Risk deductible in the event of a loss. Any builder's risk coverage must be reviewed and approved by MU Elora

and the City Senior Risk Manager prior to commencement of construction under this Agreement to ensure the scope and limits of the coverage are appropriate to the project set forth herein.

(f) Limits of Insurance. The total limits of general and excess liability insurance set forth above may be provided to the City using a combination of primary and excess liability insurance.

(g) Certificates of Insurance. Upon the execution of the Agreement, MU Elora and its contractor(s) shall provide certificates of insurance the City demonstrating that the minimum coverages required herein are in effect. Develoepr agrees that its required coverages and those of the contractor(s) will not be reduced, canceled, non-renewed or materially changed without thirty (30) days prior written notice to the City. All required insurance coverage must be kept in force throughout the duration of this Agreement. If any of MU Elora and its contractor(s) coverages are renewed at any time prior to the expiration of this Agreement, MU Elora shall be responsible for obtaining updated insurance certificates from the respective insurance carriers and forwarding the replacement certificates to the City within ten (10) days of the expiration date of any previously delivered certificate.

(h) Any of the minimum limits of insurance set out herein may be raised or lowered at the sole discretion of the Senior Risk Manager for the City in response to the particular circumstances giving rise to this Agreement.

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Intergovernmental Agreement for Extraterritorial Water and Sanitary Sewer Services (Elora)

This Intergovernmental Agreement for Extraterritorial Water and Sanitary Sewer ("**Agreement**") is entered into this 26 day of September, 2023 ("**Execution Date**"), by and among the following parties: City of Aurora, Colorado, a home rule municipal corporation of the counties of Adams, Arapahoe, and Douglas, acting by and through its Utility Enterprise; Sterling Crossing Residential Metropolitan District, a quasi-municipal corporation and political subdivision of the State of Colorado; Sterling Crossing Commercial Metropolitan District, a quasi-municipal corporation and political subdivision of the State of Colorado; and MU Elora LLC, a Colorado limited liability company.

Recitals

A. Initially capitalized words and phrases used in this Agreement have the meanings set forth in Section 1 below, which defined terms and definitions are incorporated into and made a part of this Agreement.

B. As of the Execution Date, Platte River Performance Center L.L.P, a registered Colorado limited liability partnership is the owner, and MU Elora LLC, a Colorado limited liability company is the contract purchaser, of certain real property located in Elbert County, Colorado (the "**County**") that is proximate to the City's municipal boundaries (as specifically described in Exhibit A, the "**Property**"), together with the groundwater rights adjudicated in Case 01CW139 as set forth in the decree signed on March 27, 2002 (as described in Exhibit B, the "**Groundwater Rights**").

C. Elora, which is not in the business of undertaking development activities with respect to real property and is not a Developer, anticipates Closing on its acquisition of the Property for investment purposes, subject to satisfaction of certain conditions and contingencies, including but not limited to securing County approval of such land use entitlements, and selling the Property to one or more successor Landowner(s)/Developer(s) for the purpose of developing a mixed-use project of up to three hundred and eight (308) single-family residential units and up to 25,000 gross leasable square feet of commercial uses, together with related amenities, public improvements and private improvements (the "**Project**").

D. The Signatories have determined that it is feasible for the City to provide extraterritorial water and sanitary sewer services to support full build-out of the Project in compliance with the City Code, subject to City and Utility Enterprise water conservation and irrigation water requirements as set forth in and limited by applicable Rules and Regulations, and otherwise upon the terms and conditions set forth in this Agreement ("**Services**").

E. Each District has the legal authority pursuant to applicable C.R.S. provisions and its service plan to provide services and functions within and for the benefit of the Property and the Project, including, *inter alia*, causing the financing, design and construction of and/or acquiring the Water Infrastructure and the Sanitary Sewer Infrastructure required to enable the City to deliver the

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Services (collectively, and as conceptually depicted in Exhibit C, the "**Water and Sewer System**"), to enter into this Agreement, and has taken such actions as may be required under its service plan and other governance documents to authorize execution of, and to legally bind itself to perform its obligations under, this Agreement.

F. In connection with development of the Project, Elora anticipates coordinating with Developers which acquire an interest in all or portions of the Property and the Districts to cause the financing, design and construction of the Water and Sewer System, has the legal authority and has taken such actions as may be required under its governance documents to authorize execution of, and to legally bind itself to perform its obligations under, this Agreement.

G. Pursuant to City Code Sections 138-223(d) and 138-327(b) and other applicable Rules and Regulations, City Council has the legal authority to contract to furnish water, sanitary sewer, and irrigation services outside the City limits and, acting in its legislative capacity as the governing body of the City and of the Utility Enterprise, City Council has taken such actions as may be legally required to authorize execution of, and to legally bind City Council, the Utility Enterprise and the City to perform their respective obligations under, this Agreement.

Agreement

In consideration of the foregoing, the covenants and agreements set forth herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Signatories agree as follows:

1. Definitions. The following terms used in this Agreement shall have the meanings set forth below:

i. "**Allocation Agreement"** has the meaning stated in Section 16.

ii. "**City**" means the City of Aurora, Colorado, a home rule municipal corporation of the State of Colorado and, to the extent the City acts by and through its Utility Enterprise, the Utility Enterprise, together with its successors and assigns except as this Agreement expressly states otherwise.

iii. "**City Code**" means the Aurora City Code, as amended.

iv. "**City Council**" means the City Council of the City of Aurora.

v. "**Closing**" means Elora's acquisition of the Property and the Groundwater from Platte River Performance Center L.L.P, a registered Colorado limited liability partnership, pursuant to the purchase and sale agreement.

vi. "**Commercial District**" means, together with its successors and assigns except as this Agreement otherwise provides, Sterling Crossing Commercial Metropolitan District, a quasi-municipal corporation and political subdivision of the State of Colorado.

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vii. "**County**" has the meaning stated in Recital B.

viii. "**C.R.S.**" means the Colorado Revised Statutes, as amended.

ix. "**Customer(s)**" means Owners and, as applicable, homeowners association(s), a District and other parties who connect to the Water and Sewer System and are consumers of the Services.

x. "**Customer Facilities**" means service pipelines, plumbing and related appurtenances necessary and appropriate to deliver potable and non-potable (as applicable) water, sewer and irrigation services from the point of connection from the Water and Sewer System to Customers.

xi. "**Dedicate(d)/Dedication**" means, the conveyance of land (whether fee ownership, easement rights, or other real property interests and lesser estates therein) and/or public improvements to the City, to a District, or to another appropriate governmental or quasi-governmental entity for a specified purpose.

xii. "**Developer(s)**" means, individually or collectively, Landowner(s) that are not Owners and which are in the business of acquiring, owning, financing, developing, improving, retaining and/or selling, exchanging, or otherwise disposing of real property and, with respect to particular Site(s), are causing the development of public improvements, related infrastructure and/or or vertical improvements within or benefiting such Site to be performed.

xiii. "**District(s)**" means, individually or collectively as the context dictates, the Residential District and/or the Commercial District.

xiv. "**Effective Date**" has the meaning set forth in Section 2.

xv. "**Elora**" means, together with its successors and assigns except as this Agreement otherwise provides, MU Elora LLC, a Colorado limited liability company.

xvi. "**Execution Date**" has the meaning set forth in the introductory paragraph of this Agreement.

xvii. "**Exhibit(s)**" means, individually or collectively as applicable, the following exhibits to this Agreement, each of which is incorporated by reference into and made a part of the Agreement:

Exhibit A – Description of the Property
Exhibit B – Description of the Groundwater Rights
Exhibit C – Conceptual Depiction of Water and Sewer System
Exhibit D – Form of Groundwater Deed
Exhibit E – Form of Water Service Agreement
Exhibit F – Form of Allocation Agreement

DocuSign Envelope ID: CBE8D74E-4DC5-4910-A0A1-956CB176D3D5

xviii. "**Final Acceptance**" means the City's undertaking of full responsibility for all ownership, operations, maintenance, repair, and capital replacement obligations with respect to Dedicated land (or real property interests and estates therein) and, upon expiration of the applicable warranty period and resolution of warranty matters, if any, arising during the period of Initial Acceptance, public improvements that have been Dedicated.

xix. "**Groundwater Rights**" has the meaning stated in Recital B.

xx. "**Initial Acceptance**" means the City's Acceptance of ownership of and maintenance responsibility for public improvements that have been Dedicated subject to the applicable warranty period and resolution of any warranty matters arising during such warranty period and prior to the City's Final Acceptance.

xxi. "**Landowner(s)**" means, individually or collectively as the context dictates, the fee owner(s) of the Property or specific Sites therein from time to time; provided, however, that no Owner solely by virtue of owning a developed Site and/or any structure(s) located on such Site for which a certificate of occupancy has been issued, and no individual solely by virtue of having an interest in a parcel of real property for purposes of holding a seat on the board of directors of a District, will be construed to be a Landowner or to have incurred any obligation or liability under the Agreement with respect to the design, financing, construction, operation, maintenance or Dedication of the Water and Sewer System and matters related thereto. As of the Effective Date, Elora is the sole Landowner.

xxii. "**Owner(s)**" means, individually or collectively, with respect to a developed Site and/or any structure(s) located thereon for which a certificate of occupancy has been issued, a non-Developer owner of such Site and/or structure(s), whether such person or entity owns the Site and/or structure(s) for investment purposes, is occupying it, or is leasing it to one or more third parties.

xxiii. "**Party(ies)**' means, individually or collectively as the context dictates, the Signatories and their respective successors and assigns; provided, however, no Owner will be construed to be Party to or to have any obligation or liability under the Agreement except with respect to the obligation to execute a Water Service Agreement.

xxiv. "**Property**" has the meaning stated in Recital B.

xxv. "**Project**" has the meaning stated in Recital C.

xxvi. "**Record(ed/ing)**" means to file, having been filed or appearing in the real property records of the Elbert County Clerk and Recorder's office.

xxvii. "**Residential District**" means, together with its successors and assigns except as the Agreement otherwise provides, Sterling Crossing Residential Metropolitan District, a quasi-municipal corporation and political subdivision of the State of Colorado.

DocuSign Envelope ID: CBE8D74E-4DC5-4910-A0A1-956CB176D3D5

xxviii. "**Rules and Regulations**" mean the rules and regulations adopted by the City, as may be supplemented or amended from time to time, which govern the provision of the Services, subject to the terms and conditions of this Agreement.

xxix. "**Sanitary Sewer Infrastructure**" means, excluding Customer Facilities, all sanitary sewer mains, collection lines and, if applicable, lift stations, force mains, communications infrastructure, treatment facilities and related Public Improvements, together with associated Dedications, that are necessary or desirable to deliver sanitary sewer service to support development and occupancy of vertical improvements within the Project upon connection to the Municipal Facilities and the City's Initial Acceptance of such infrastructure improvements.

xxx. "**Services**" has the meaning stated in Recital D, which expressly does not include the construction, maintenance, or operation of storm water facilities and services to the Property.

xxxi. "**Site(s)**" means, individually or collectively, a specifically described area of land, whether developed or undeveloped, which may be a lot, an aggregation of lots and blocks, one or more planning areas, or any other form of designation or combination of designations of specifically described areas of land that are otherwise eligible to be developed under the terms of Rules and Regulations, and applicable law.

xxxii. "**Signatory(ies)**" means, individually or collectively, the City, the Residential District, the Commercial District and Elora, but expressly excludes their respective successors and assigns.

xxxiii. "**UDO**" means, as amended, the City's Unified Development Ordinance.

xxxiv. "**Utility Enterprise**" means, as defined in Municipal Code, the utility activity business owned by the City and referred to as "Aurora Water".

xxxv. "**Water and Sewer System**" has the meaning stated in Recital E.

xxxvi. "**Water Infrastructure**" means, excluding Customer Facilities, all water mains, distribution lines and related Public Improvements, together with associated Dedications, that are necessary or desirable to deliver water service (including irrigation water) to support development and occupancy of improvements within the Project upon connection to the Municipal Facilities and the City's Initial Acceptance of such infrastructure improvements.

xxxvii. "**Water Service Agreement**" has the meaning stated in Section 16.

2. Effective Date. Notwithstanding any earlier Execution Date, the Parties will have no obligations or liabilities pursuant to this Agreement with respect to constructing the Water and Sewer System and providing the Services prior to the date on which Closing occurs and the deeds vesting title to the Property and the Groundwater in Elora are Recorded ("**Effective Date**").

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3. Exclusive Service.

i. Service Connection. There will be a maximum of three hundred and eight (308) single-family residential units and 25,000 gross leasable square feet of commercial uses Service connections to be serviced by the Water and Sewer System as well as all reviewed and approved common area and irrigation water connections.

ii. Irrigation Covenant. As a condition of the City's provision of Services, the Water and Sewer System must be designed and constructed to comply with applicable Rules and Regulations, including but not limited to, with respect to irrigated landscaped areas within each individual single-family lot, City Code Section 138-191 and the UDO. All landscaped areas not designated as functional active space, including residential front yards, shall be designed using only water-wise plant materials. These areas will be allocated 9.5 gallons per square foot per year. Cool season turf will be allocated 17.5 gallons per square foot per year and is limited to areas that provide functional active spaces. Functional active spaces are defined as spaces within common community areas for gathering, active recreation, pet parks, youth play areas and residential backyards. In areas defined as functional active spaces herein, turf shall be limited in quantity in accordance with the UDO and City Code Section 138-191. All other Rules and Regulations and the City's Water Management Plan shall apply to the Project. If there is ever a conflict between this Agreement and the Rules and Regulations, the directive requiring and resulting in lesser water use shall govern. The City reserves the right to contract for Services being provided to the Property pursuant to this Agreement at any time upon the sole discretion of the General Manager of the Utility Enterprise. Prior to installation of any landscaping for an individual single-family lot, the applicable Developer or Customer shall secure a lawn and sprinkler permit from the City.

iii. County Regulations. Should a conflict arise between the City Code and Rules and Regulations and any County code or regulation pertaining to irrigated landscaped areas, the City Code, the Rules and Regulations, and the terms and conditions of this Agreement shall control.

4. Infrastructure Conveyance. From and after the Effective Date, the Districts will coordinate with Developers to construct (or cause to be constructed) and convey to City the Water and Sewer System for the purposes of and pursuant to the provisions of this Agreement. The Districts and/or Developers shall obtain and convey all necessary utility easements, licenses, or other property interests held or owned by Landowners or Developers, or hereafter acquired by Landowners or Developers, as are required to accommodate City's operation and maintenance of the Water and Sewer System. Easements, fee property interests and licenses acquired by Developers and/or the Districts will be consistent with the Utility Enterprises' and the City's Real Property Department's existing standards, specifications and requirements as necessary for access to provide Services to the Property, as reasonably negotiated by the City and Developers and subject to any easements, covenants and matters of record, provided that such matters of record do not (a) negate, infringe or impair the functionality of the facilities, (b) unreasonably interfere with the use or purpose of the easements, (c) unreasonably interfere with any ability to maintain any facilities thereunder, or (d) otherwise create an unreasonable liability for the City. All licenses, easements, and fee property interests obtained by the Districts and/or Developers pursuant to this

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Agreement shall be acquired such that they are transferrable and/or assignable to City upon Initial Acceptance of the Water and Sewer System. All fee property interests, easements and licenses shall permit sufficient access such that Aurora can maintain, operate and deliver Services through the Water and Sewer System.

Landowners and Developers shall Dedicate to the City all necessary utility easements, licenses and fee property interests (all without physical limitations associated therewith that would unreasonably prevent the purpose thereof, including no trees, or negate, infringe or impair the functionality) needed for water and sewer infrastructure to serve the Property from the County. The Districts and Developers shall develop and provide to the City for review prior to platting of the Property a master utilities plan if required by the City. The master utilities plan will describe collection facilities and distribution facilities.

The Districts and Developers shall reasonably cooperate with the City and be financially responsible for any and all additional easements, licenses, or other property interests required to enable City to perform its obligations under this Agreement, including, without limitation, real property for water and sewer infrastructure. If City recommends, or the Districts or Developers require, that the location of any easements or other property interests be adjusted, the Parties agree to cooperatively work together on relocating easements (and any water facilities that may exist therein or that may be affected by the relocation). If a relocation is required, the Districts or Developers will be responsible for such relocation cost.

The Water and Sewer System shall include all improvements and facilities necessary and appropriate to provide the Services under this Agreement. The Water and Sewer System, the rights-of-way and any other rights of Developers and the Districts with respect to the Water and Sewer System shall not be used by the City or any party acting by, through or under the City in such a manner as to increase any liabilities or obligations of Developers or the Districts under this Agreement and/or the terms and conditions hereof.

Landowners, Developers and the Districts further agree to grant reasonable easements or licenses to the City in open space tracts, landscape tracts or other non-developable portions of the Property (meaning, for purposes hereof, areas other than the lots used for residential purposes) as reasonably designated by Landowners, Developers and the Districts and as needed by the City for the drilling of water wells on the Property in severe drought situations (it being the intent that the City intends to conserve such water represented by the Groundwater Rights and only utilize the same if and to the extent needed for severe drought situations) with respect to the Groundwater Rights conveyed by Elora to City hereunder. Elora and the City agree to reasonably cooperate with one another during the entitlement of the Property to designate any such areas for wells, including accounting for the same in any open space agreements.

5. Groundwater Rights. As of the Effective Date and Elora's acquisition of the Property, Elora will acquire the Groundwater Rights.

6. Groundwater Rights Conveyance. After the Effective Date and at such time as the City specifies, Elora will convey the Groundwater Rights to the City utilizing substantially the form of special warranty deed set forth in Exhibit D.

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Elora also agrees to provide, within thirty (30) days of the execution of this agreement, a water rights memorandum, addressed to Elora and the City, identifying the record owners of any and all non-tributary and not non-tributary water aquifers beneath the Property. The memorandum will include the record owner(s) of such ground water starting with the owner preceding the Applicant in Case No. 2001CW139, Water Court, Water Division 1 to the present.

Effective at the time of the conveyance of the Groundwater Rights from Elora to the City, Elora grants in perpetuity to the City the sole and exclusive right to claim, own, withdraw, appropriate, and use any and all water within all non-tributary and not non-tributary aquifers underlying the Property. Elora shall irrevocably consent in perpetuity, pursuant to C.R.S. Section 37-90-137(4), as now existing or later amended, to the withdrawal, appropriation, and use, reuse and use to extinction by the City of all such non-tributary and not non-tributary ground water underlying the Property, and agrees to execute any additional or supplemental consents thereto that may be required for the City to withdraw, appropriate, or use said water.

Elora has the option to satisfy the requirements of above paragraphs or pay to the City a sum equal to the values set forth in the current City fee schedule.

7. No Drilling of Wells. Except for the City's rights as set forth above pursuant to any easements or licenses as granted to the City, the drilling of water wells on the Property shall not be commenced or undertaken by Elora, Landowners, Developers, the Districts, City (or any party acting by, through or under the City) or any Customer.

8. Facilities, Ownership, Developer Obligations.

i. Developer Facilities. Developers and/or the Districts will plan, design and construct the Water and Sewer System in accordance with the City's specifications and requirements to connect to City's existing infrastructure. Developers and/or the Districts will submit site and civil drawings to the City. Once the Water and Sewer System has been constructed by Developers and/or the Districts, inspected by and deemed granted Initial Acceptance by the City, the Water and Sewer System will be subject to a three (3) year warranty. The City will perform a final inspection of the Water and Sewer System prior to expiration of the warranty period. All corrective actions must be addressed before the Water and Sewer System will be granted Final Acceptance by the City. Upon completion of the build-out of the facilities comprising the Water and Sewer System, as conceptually described in Exhibit C and upon Initial Acceptance by the City, Developers and/or the Districts will convey the Water and Sewer System to the City, along with all acquired easements, licenses and fee property interests which will enable the City to provide Services to Customers. From and after Initial Acceptance of the Water and Sewer System as provided above and subject to any limitations set forth in this Agreement, Developers and/or the Districts shall transfer to City ownership of and sole responsibility for financing and constructing all facilities that now exist or may be constructed in the future to provide Services to Customers.

ii. Lift Station, Force Main and Communications Infrastructure. The scope of the City's review and approval of civil drawings for the Water and Sewer System pursuant to Section 8.i will include evaluation and final determinations regarding integration with

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the City's sanitary sewer system and design according to the then-current lift station design guidelines, SCADA design guidelines, electrical design guidelines and other applicable Rules and Regulations of a lift station and force main (together with related communications infrastructure) to provide sanitary sewer service to the Project.

iii. Service Connections. There will be a maximum of three hundred and eight (308) single-family residential units and 25,000 gross leasable square feet of commercial uses Service connections to be serviced by the Water and Sewer System as well as all reviewed and approved common area and irrigation water connections.

iv. Construction. Developers and/or the Districts will construct and install the Water and Sewer System in compliance with all applicable laws and regulations and in accordance with City Code, Rules and Regulations, and specifications and requirements. The Water and Sewer System will be inspected by City inspectors and will not be granted Initial Acceptance for Service until it meets the City standards and passes all applicable tests.

v. Construction Authorizations. Developers and/or the Districts shall, at their own expense, apply for and obtain all necessary permits, licenses and other authorizations that may be required by any governmental authority with respect to the construction of the Water and Sewer System. City shall cooperate with and provide such reasonable assistance to Developers and/or the Districts for permits under direct control of the City as Developers and/or the Districts may request in obtaining such authorizations. Issuance of City Permits will be in accordance with City Code, Rules and Regulations and standard practices.

vi. Operation and Maintenance Authorizations. From and after Initial Acceptance of the Water and Sewer System as provided above, City shall, at City's expense, apply for and obtain all necessary permits, licenses, and other authorizations that may be required by any governmental authority for City to operate and maintain the Water and Sewer System in accordance with the terms of this Agreement except for those required for any warranty work. Developers and/or the Districts shall cooperate with and provide such reasonable assistance to City as City may request in obtaining such authorizations.

vii. Plan Access. Developers and/or the Districts shall design the Water and Sewer System in accordance with the City's specifications and submit the plans into the City's regular plan review process. Final approved drawings will be submitted to the City along with the digital version that follows the City's CAD submittal standards.

viii. Warranty and Claims Enforcement. Developers and/or the Districts shall require all water and sewer utility contractors to provide warranty for three (3) years from the Initial Acceptance date, and shall inform the City and timely submit and pursue any warranty, insurance, damage or other claims Developers and/or the Districts has against a third party with respect to the Water and Sewer System. Developers and/or the Districts will inform City of any and all claims and liens regarding the Water and Sewer System by third parties. Developers and/or the Districts will complete the Water and Sewer System free of any mechanics' liens.

DocuSign Envelope ID: CBE8D74E-4DC5-4910-A0A1-956CB176D3D5

ix. Facility Locations. Developers and/or the Districts will provide or make available to City copies of all "as-built" drawings for the Water and Sewer System. As-built drawings shall be based on post construction survey data. Survey points shall be provided at each appurtenance and Water and Sewer System inflection.

x. Condition of Water and Sewer System. After Initial Acceptance, except for warranty related items (which shall remain the responsibility of Developers and/or the Districts), City shall be solely responsible for any and all losses, labilities, damages, costs, and claims of any and every kind whatsoever related to the existence and condition of the Water and Sewer System.

9. Service Commitment. From and after the Effective Date and subject to the terms of this Agreement, the City will provide Services to Customers using the Water and Sewer System subject to the terms of this Agreement. There shall be no duty or obligation upon the City to furnish Services to specific Sites within the Property until such time as (a) the fees have been paid for each meter to provide Services, (b) the Water and Sewer System has been granted Initial Acceptance by the City, and (c) the Groundwater Rights have been conveyed to the City, so as to make the establishment of such Services economically feasible for the City. The City's obligation to provide Services is subject to any City wide water restrictions, City wide changes in the availability of water, and City wide rate modifications enacted including, but not limited to, water management plans and regulations adopted by the City Council and/or the Utility Enterprise.

Provided that the Customers and Developers are treated in the same manner as any other parties within the City, Developers and/or the Districts agree that all promises of Service made by this Agreement are subject to the City Code, Rules and Regulations, City water and sewer tap allocation program, City water management plan, and any regional or metropolitan water and wastewater service district requirements relating to the provision of Service.

10. No Reuse of Delivered Water. All water provided to Customers will be treated as single-use only. Any and all rights for successive use, re-use, and use to extinction are reserved by the City.

11. City Obligations. City shall operate and maintain the Water and Sewer System in compliance with all applicable laws and regulations and consistent with City practices.

i. Duties. City will employ or contract with such engineers and/or qualified operators as it deems appropriate to perform the duties of operating the Water and Sewer System, including providing monthly billing to Customers, collection efforts and enforcement of the City Code and Rules and Regulations.

ii. Control of Service. Subject to the terms of this Agreement, City shall have the responsibility for and control over the details and means for providing the Services hereunder.

12. Rates, Fees and Charges. City shall assess all "Rates, Fees and Charges" for the construction, use and maintenance of the Water and Sewer System at one hundred fifty percent (150%) of the Rates, Fees and Charges City charges to City's customers within the limits of City

DocuSign Envelope ID: CBE8D74E-4DC5-4910-A0A1-956CB176D3D5

in accordance with the City Code and Rules and Regulations. In connection with its review of a lift station and force main to provide sanitary sewer service to the Project pursuant to Section 8.ii and periodically thereafter as may be reasonably necessary, the City shall determine whether and to what extent it may require additional funds for operations and maintenance costs relating to the lift station and force main, and may impose a surcharge (to be included in monthly Customer billings) as reasonably necessary for such purposes.

13. Connection Fees. Developers will be responsible for paying all applicable connection fees as required by City Code. Timing of payment shall be as specified in the City Code and Rules and Regulations.

14. Billing.

i. City shall read the meters and bill Customers for Services provided hereunder, including all consumption and other Rates, Fees and Charges applicable at time of usage.

ii. City shall be responsible for collection efforts on delinquent accounts.

Elora represents and warrants to City that Elora is not a party to any existing agreements regarding the provision to the Property of water, sewer and/or the collection of rates, fees, or charges related to same. Any loss, cost, expense or damage suffered or incurred by City based on or arising from the inaccuracy of such representation and warranty, including but not limited to loss of revenues by City, shall be the responsibility of Developers and shall be payable to City on demand and such payment shall accrue interest at the statutory rate of interest as provided in C.R.S. § 13-21-101(3) until paid in full.

15. Customer Facilities. Customer Facilities are privately owned, operated, and maintained by Customers and no aspect of any Customer Facilities installation or maintenance shall be the obligation of the City.

16. Water Service Agreement and Allocation Agreement. As a condition precedent to installation of a water meter for water service to a residential dwelling unit, commercial unit, common area or other use within the Property, the Developer (or other party which then-owns the Site to be serviced by and which requests installation of such water meter) shall execute and deliver to the City agreements in substantially the forms set forth in Exhibit E ("**Water Service Agreement**") and in Exhibit F ("**Allocation Agreement**"), as the City may modify such forms from time to time in accordance with then-current applicable Rules and Regulations. In connection with the foregoing:

i. Such Developer (or other signatory) shall be responsible for providing the information and performing the calculations required in the Water Service Agreement and the Allocation Agreement, subject to City review and confirmation.

ii. The City shall counter-sign and Record each such Water Service Agreement and Allocation Agreement and, upon Recording, such agreements shall run with the land

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and shall be binding on all subsequent Landowners, Owners, Customers, heirs, successors and assignees for the Site legally described in such agreements.

iii. The City shall not install a water meter, nor provide Services to any Customer or Site, until such time as each of the Water Service Agreement and the Allocation Agreement are delivered to the City in accordance with this Section 16.

iv. Prior the closing of each sale of a Site subject to such Recorded agreements, the seller/Customer will (or will cause the title company performing such closing settlement services) cause copies of such Recorded Water Service Agreement and Allocation Agreement to be delivered to the purchaser/Customer and, at such closing, obtain the purchaser/Customer's written acknowledgment thereof.

v. The seller/Customer in such closing will cause the title company performing such closing settlement services to deliver such purchaser/Customer's written acknowledgment to the City.

17. Enforcement. City shall enforce compliance with the City Code and Rules and Regulations upon Customers through the terms and conditions of the Water Service Agreement to the extent necessary to comply with the terms of this Agreement. The Districts and Developers shall support such enforcement. If and to the extent there is any inconsistency between the terms, covenants or provisions hereof and the Rules and Regulations, the terms, covenants and provisions of this Agreement shall supersede and be controlling unless otherwise mutually agreed upon in writing by the Parties.

18. Events of Default. The occurrence or existence of any one or more of the following events shall be an "Event of Default" under this Agreement, and there shall be no Event of Default hereunder except as follows:

i. Untrue Representations. Any representation or warranty made by any Party in this Agreement proves to have been untrue or incomplete in any material respect when made and such untruth or incompletion would have a materially adverse effect upon any other Party;

ii. Failure to Perform. Any Party fails in the performance of any other of its covenants in this Agreement and such failure continues for thirty (30) days after written notice specifying such default is given by a non-defaulting Party; provided, however, if the default is of a type which cannot be cured within such thirty (30) day period, the cure period shall be extended by a non-defaulting Party if the defaulting Party has commenced to cure the default within thirty (30) days and at all times thereafter actively and diligently continues to pursue the cure;

iii. Insolvency or Dissolution. Proceedings under any bankruptcy law or insolvency act or for the dissolution of a Party shall be instituted by or against a Party, or a receiver or trustee shall be appointed for all or substantially all of the property of a Party, and such proceeding shall not be dismissed or such receivership or trusteeship vacated within sixty (60) days after such institution or appointment; provided, however, that if a Party

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seeks to dissolve pursuant to C.R.S. § 32-1-701, *et seq*., as amended and (i) it notifies the other Party in writing concurrently with filing the application for dissolution, and (ii) the plan for dissolution shall include provisions for continuation of this Agreement with a responsible Party acceptable to the other Party being substituted as a Party to this Agreement, and such substituted Party assumes all obligations and rights of the dissolving Party hereunder, then such dissolution shall not be a default.

iv. Enforcement Rights. Upon the occurrence of an Event of Default, a non-defaulting Party may proceed to protect and enforce its rights against the Party causing the Event of Default by mandamus or such other suit, action or special proceedings in equity or at law, in any court of competent jurisdiction, including an action for damages or specific performance, or by self-help.

v. Limited Termination Rights. Upon the occurrence of an Event of Default, and after a non-defaulting Party proceeds in accordance with subsection (iv) above, a non-defaulting Party shall be permitted to terminate this Agreement only upon sixty (60) days advance written notice to the defaulting Party and only if: (i) monetary damages are not paid by the defaulting Party when due, or (ii) the defaulting Party refuses to perform its obligations hereunder.

19. Compliance with Regulations. The Parties understand and agree that compliance with all applicable federal, state and local rules and regulations must take place at all times. In the event of any termination of this Agreement after an event of the City providing Services, with or without cause, the Parties shall cooperate to ensure that there is no gap or break in the compliance with all applicable regulations in the provision of Service to Customers during the transition of service.

20. Indemnity by Districts. To the extent authorized by law, the District agree to indemnify City from and against any loss, cost, liability or expense (including reasonable attorneys' fees) reasonably incurred by City, including without limitation, both third-party and direct claims, arising out of or related to the negligent acts or omissions of the Districts, their officers, directors, employees, agents and consultants in the course of performing the Districts' obligations under this Agreement.

21. Exclusions and Acknowledgement. Notwithstanding the foregoing or any other indemnification provision in this Agreement, no Party shall have a duty under this Agreement to indemnify and/or hold another Party harmless from or against any loss, cost, liability or expense to the extent caused or contributed by the act or failure to act of another Party (including its officers, directors, employees, agents and consultants).

22. Material Change in Regulatory Conditions. In the event any state, federal or local entity shall materially change any regulatory conditions applicable to the provision of water and sewer service under this Agreement, the Parties agree that they shall expeditiously work together in good faith to modify or amend this Agreement as necessary to comply, in a commercially reasonable manner, with the changed regulations without otherwise materially changing the terms and conditions of this Agreement.

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23. Other Modifications or Amendments. This Agreement shall not be modified or amended without the consent of the Parties. No modification or amendment shall be effective unless in writing, executed by all Parties.

24. Relationship of the Parties. Nothing contained in this Agreement creates a joint venture, partnership, agency or similar endeavor between the Parties. Each Party is acting solely as an independent contractor, and neither Party has any power or authority to directly or indirectly bind or act on behalf of the other.

25. Liability of Parties. Nothing contained in this Agreement, nor any obligation imposed upon a Party hereunder, nor the issuance and sale of bonds by a Party, shall constitute or create an indebtedness of the other Party. Neither Party shall have any obligation whatsoever to repay any debt or liability of the other Party.

26. Sole Obligation of Utility Enterprise.

i. This Agreement does not constitute a general obligation or other indebtedness of the City, or a multiple fiscal year direct or indirect debt or other financial obligation whatsoever of Aurora within the meaning of the Constitution and laws of the State of Colorado or of the Charter and ordinances of Aurora.

ii. In the event of a default by the City of any of its obligations under this Agreement, Developers will have no recourse for any amounts owed to it against any funds or revenues of Aurora except those revenues derived from rates, fees or charges for the services furnished by, or the direct or indirect use of, the Water System and deposited in the Water Enterprise Fund, as the terms "Water System" and "Water Enterprise Fund" are defined in City of Aurora ordinance No. 2003-18, and then only after the payment of all operation and maintenance expenses of the water system and all debt service and reserve requirements of any bonds, notes or other financial obligations of the City secured by a pledge of the net revenues of the Water Enterprise fund. Notwithstanding any language herein to the contrary, nothing in this Agreement will be construed as creating a lien upon any revenues of the Utility Enterprise or Aurora.

27. Notices. Except as otherwise provided herein, all notices required to be given under this Agreement shall be in writing and shall be hand-delivered, sent by registered or certified mail, return receipt requested, or electronically confirmed email transmission to the following addresses:

If to the Districts:

Sterling Crossing Residential Metropolitan District
Sterling Crossing Commercial Metropolitan District
c/o Miller Law PLLC
1555 California Street No 505
Denver, CO 80202
Attention: Dianne D. Miller
Telephone:
Email:

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If to Elora:

MU Elora LLC
c/o Miller United Real Estate
6900 E. Belleview Avenue, Suite 300
Greenwood Village, CO 80111
Attention: Daniel R. Sheldon
Telephone: 303.771.1500
Email: dsheldon@miller-united.com

If to the City**:**

City of Aurora
Attn: City Manager
15151 E. Alameda Avenue, Suite 5900
Aurora, Colorado 80012
Phone: 303.739.70102

With Copy to:

City of Aurora
Attn: General Manager of Aurora Water
15151 East Alameda Parkway, Suite 3600
Aurora, CO 80012

All notices will be deemed effective: if delivered by hand on the date of delivery; if mailed, three (3) days after mailing; and, if by email, upon electronic confirmation of delivery. Any Party may, by written notice, change the address to which future notices shall be sent.

28. Representations. Each Party represents and warrants that:

i. Authority. It has all requisite power, corporate and otherwise, to execute, deliver and perform its obligations pursuant to this Agreement, that such actions have been duly authorized by it, and that upon execution and delivery of this Agreement, the provisions hereof will constitute its legal, valid and binding obligation, enforceable against it in accordance with the terms hereof;

ii. No Litigation. There is no action, suit, inquiry, investigation or proceeding to which it is a party, at law or in equity, which is pending or, to the best of its knowledge, threatened, in connection with any of the transactions contemplated by this Agreement wherein an unfavorable decision, ruling or finding could reasonably be expected to have a materially adverse effect on the validity or enforceability of, or its ability to perform it obligations under, this Agreement; and

iii. No Conflict. Its execution, delivery and performance of this Agreement is not in violation of, nor does it constitute an event of default under, any other contract, agreement or instrument to which it is a party.

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29. Regulatory Approval. The design, construction, operation and maintenance of the facilities to serve Customers as provided for herein require that permits and approvals be obtained from various regulatory entities, including the State of Colorado, the County and the City of Aurora. The Parties shall cooperatively and diligently pursue obtaining said regulatory approvals in such a manner that Services contemplated by this Agreement can be provided in a timely manner. Developers and the Districts shall be primarily responsible for obtaining necessary regulatory approvals for the design and construction of the Water and Sewer System in compliance with the City of Aurora standards. The granting of such regulatory permits and approvals is beyond the direct control of the parties to this Agreement. In the event that any notice is received from a regulatory agency of a potential delay or denial in the issuance of a necessary permit or approval, the parties shall mutually cooperate to determine solutions to lessen the impact of such delay or denial.

30. No Waiver. No Party shall waive its rights hereunder by failing to exercise its rights; any such failure shall not affect the right of such Party to exercise at some future time the rights not previously exercised.

31. Force Majeure. Should any Party be unable to perform any obligation required of it under this Agreement because of any cause beyond its control and not due to the Party's fault or negligence, including but not limited to war, insurrection, riot, civil commotion, strikes, pandemic, lockout, fire, earthquake, windstorm, drought, flood, action or inaction of governmental authorities (including the adoption of new or revised rules and regulations), moratoriums, material shortages, or any other force majeure, each Party's performance of the obligation affected shall be suspended for so long as such cause prevents it from performing such obligation, without liability on its part.

32. Severability. If any clause or provision of this Agreement is illegal, invalid or unenforceable under present or future laws effective during the term of this Agreement, then, and in that event, it is the intention of the Parties hereto that the remainder of this Agreement shall not be affected thereby. It is also agreed that in lieu of each clause or provision of this Agreement that is illegal, invalid or unenforceable, there shall be added as a part of this Agreement a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

33. Form. Headings and titles of this Agreement are for convenience only and do not hold any substantive meaning.

34. Integration. This Agreement, including the Exhibits attached hereto, shall be construed and enforced as the fully integrated expression of the Parties' agreement with respect to the matters addressed. No express or implied covenant not specifically set forth herein shall be a part of this Agreement. The Parties expressly aver that no representations other than those specifically set forth in this Agreement have been relied upon by any Party to induce it to enter into this Agreement.

35. Counterparts. This Agreement may be executed in one or more counterparts, all of which together shall constitute one and the same instrument.

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36. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado and applicable federal law.

37. No Presumption. The Signatories and their attorneys have had a full opportunity to review and participate in the drafting of the final form of this Agreement. Accordingly, this Agreement shall be construed without regard to any presumption or other rule of construction against the Party causing the Agreement to be drafted.

38. Assignment. Except for the assignment by Elora to any successor in-interest to all or any portion of the Property, as determined by Elora, for the development of the Project, this Agreement shall not be assignable by Elora, the Districts or City without the prior written consent of the other Parties, which consent shall not be unreasonably withheld or delayed.

39. Binding Effect; Covenants Run with the Land. The covenants, terms, conditions and provisions set forth in this Agreement shall be binding upon and inure to the benefit of the Parties hereto and to their respective successors and permitted assigns and shall run with the Property. Pursuant to Section 41.iii, this Agreement shall be Recorded against the Property.

40. Limitation in Damages. No Party is entitled to recover and special, consequential, or punitive damages for another Party's breach of this Agreement.

41. Additional Provisions.

i. Construction Water. In connection with construction of the Water and Sewer System and compliance with applicable dust control and other regulatory requirements, the City will provide construction water through a temporary connection to existing hydrants and or water mains proximate to the Property. The City's provision of such construction water will be at rates and in accordance with applicable City Regulations.

ii. Term; Reliance**.** The term of this Agreement will commence on the Execution Date and will remain in effect and legally binding on the Parties until the earlier to occur of: (a) full performance of the Parties' obligations pursuant to this Agreement; (b) failure of the Effective Date to occur prior to the first anniversary of the Execution Date (as the Signatories may extend in writing); and (c) the Parties' mutual execution and delivery of a written instrument terminating this Agreement. Prior to the Effective Date and in good faith reliance on this Agreement, Elora will undertake to cause Closing to occur prior to the date established in the foregoing clause (b), and the Parties will thereafter undertake efforts to coordinate, and will incur certain costs (which costs shall be born exclusively by the Districts and/or the Developer(s)), with respect to design, preliminary engineering and related matters regarding the Water and Sewer System.

iii. Recording; Binding Effect**.** No Party will cause this Agreement to be Recorded prior to the Effective Date. On or promptly following the Effective Date, Elora will cause this Agreement to be Recorded. From and after Recording, the terms and conditions of this Agreement will constitute and will be effective as covenants that burden, benefit

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and run with title to the Property, and will be binding upon and inure to the benefit of the Parties irrespective of whether specific reference to this Agreement is made in any instrument affecting title to the Property. As between the Signatories and any other Party having notice of the Signatories' execution and delivery of this Agreement (including any mortgagees or lienholders of a Party), this Agreement will be effective and legally binding of the Execution Date, and any delay or failure to Record this Agreement will not negate or impair the effectiveness of this Agreement.

iv. Intergovernmental Agreement. As between the City and the Districts, this Agreement constitutes a legislatively approved intergovernmental agreement and mutually binding and enforceable comprehensive development plan for the Property and the Project pursuant to, as applicable, C.R.S. §§ 29-1-203 and 29-20-105. As the general assembly has expressly authorized pursuant thereto, such Parties intend their respective obligations under this Agreement to be enforceable by specific performance and/or injunctive relief or other equitable remedies rather than and in *lieu of* the award of monetary damages.

[*Signature pages and Exhibits follow*]

IN WITNESS WHEREOF, the Signatories have duly executed and delivered this Agreement as of the Effective Date.

City of Aurora, Colorado,
acting by and through its
Utility Enterprise

Mike Coffman, Mayor — Date: 09/26/23

Marshall P. Brown, General Manager Aurora Water — Date: 9/26/2023

Approved as to form for Aurora:

Ian Best, Assistant City Attorney — Date: 9/6/2023 — ACS #: 23005221

State of Colorado)
) ss
County of Arapahoe)

The foregoing instrument was acknowledged before me this 26th day of September, 2023, by Mike Coffman, Mayor, acting on behalf of the Utility Enterprise of the City of Aurora, Colorado.

Witness my hand and official seal.

Maria Christina Hull
Notary Public

My commission expires: 9.26.27

(Seal)

MARIA CHRISTINA HULL
NOTARY PUBLIC - STATE OF COLORADO
NOTARY ID 20234007439
MY COMMISSION EXPIRES FEB 24, 2027

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MU ELORA

MU Elora LLC,
a Colorado limited liability company

By: _____
Daniel R. Sheldon, its Manager

STATE OF COLORADO)
) ss.
COUNTY OF Arapahoe)

The foregoing instrument was acknowledged before me this 1st day of September, 2023, by Daniel R. Sheldon, as Manager of MU Elora, LLC, a Colorado limited liability company.

Witness my hand and official seal.

My commission expires: 7/25/15

_____

Notary Public

SARAH LEHR
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID# 20014019579
MY COMMISSION EXPIRES 7/15/2025

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RESIDENTIAL DISTRICT

Sterling Crossing Residential Metropolitan District,
a quasi-municipal corporation and political subdivision of the State of Colorado

By: DocuSigned by: Gordon Lundquist BC7C21C51DD4455...
Name: Gordon "Hap" Lundquist
Title: President

ATTEST:
DocuSigned by: James Capecelatro CF6F0F0EDA96445...
Name: James V. Capecelatro
Title: Assistant Secretary

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COMMERCIAL DISTRICT

Sterling Crossing Commercial Metropolitan District,
a quasi-municipal corporation and political subdivision of the State of Colorado

By: DocuSigned by: Gtordon Lundquist
BG1C21CA1DD4455...
Name: Gordon "Hap" Lundquist
Title: President

ATTEST:
DocuSigned by: James Capecelatro
CF6F0F0EDA06445...
Name: James V. Capecelatro
Title: Assistant Secretary

DocuSign Envelope ID: CBE8D74E-4DC5-4910-A0A1-956CB176D3D5

Exhibit A
Property Description

A PARCEL OF LAND SITUATED IN THE NORTH HALF OF SECTION 3, TOWNSHIP 6 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY ELBERT, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 6 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN IS ASSUMED TO BEAR NORTH 00°42'41" EAST BASED ON NAD83 (92) COLORADO STATE PLANE CENTRAL ZONE (502) COORDINATES, BEING MONUMENTED AT THE NORTHWEST CORNER OF SAID SECTION BY A 3.25" ALUMINUM CAP STAMPED "PLS 38097 2016 CC" 03' BELOW ASPHALT AND AT THE WEST QUARTER CORNER BY A 3.25" ALUMINUM CAP STAMPED "LS 19003 1997" 0.4' BELOW GRADE.

BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 3;

THENCE N89°28'35" EAST ALONG THE NORTH LINE OF SAID SECTION 3, A DISTANCE OF 2490.11 FEET TO THE SOUTH QUARTER CORNER OF SECTION 34, TOWNSHIP 5 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN;

THENCE NORTH 89°28'21" EAST CONTINUING ALONG SAID NORTH LINE, A DISTANCE OF 379.60 FEET TO A POINT ON THE NORTHERLY EXTENSION OF THE WESTERLY BOUNDARY OF MONARCH MEADOWS, RECORDED AT RECEPTION NO. 342328 IN THE ELBERT COUNTY CLERK AND RECORDER'S OFFICE;

THENCE SOUTH 00°23'12" WEST ALONG SAID NORTHERLY EXTENSION AND THE WESTERLY BOUNDARY OF SAID MONARCH MEADOWS, A DISTANCE OF 2,989.09 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH HALF OF SAID SECTION 3;

THENCE SOUTH 89°52'00" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 2,886.31 FEET TO A POINT ON THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 3;

THENCE NORTH 00°42'41" EAST ALONG SAID WEST LINE, A DISTANCE OF 2,969.72 FEET TO THE **POINT OF BEGINNING**.

CONTAINING A CALCULATED AREA OF 8,573,639 SQUARE FEET OR 196.824 ACRES, MORE OR LESS.

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Exhibit B
Groundwater Rights

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CENTRAL FILES

RECEIVED
MAR 09 2005
WATER RESOURCES
STATE ENGINEER
COLO

DISTRICT COURT, WATER DIVISION 1, COLORADO Court Address: 901 9th Street Greeley, CO 80632	FILED IN THE COMBINED COURTS MAR 07 '02 WELD COUNTY, COLO.
PLATTE RIVER PERFORMANCE CENTER, L.L.P., Applicant, IN ELBERT COUNTY	σ COURT USE ONLY σ
Attorneys: Holder & Ciliberto, P C. Holly I. Holder, Atty Reg. #10216 Carrie L. Ciliberto, Atty Reg. #30577 518 Seventeenth Street, Suite 1500 Denver, Colorado 80202-4162 Telephone: (303) 534-3636	Case Number: 2001CW139

FINDINGS OF FACT, CONCLUSIONS OF LAW, RULING OF THE REFEREE, JUDGMENT AND DECREE,

IN THE NONTRIBUTARY LOWER DAWSON, DENVER, ARAPAHOE, AND LARAMIE-FOX HILLS AND THE NOT NONTRIBUTARY UPPER DAWSON AQUIFERS

This claim for nontributary and not nontributary ground water and approval of plan for augmentation, having been filed in August, 2001, and all matters contained in the application having been reviewed, and testimony having been taken where such testimony is necessary, and such corrections made as are indicated by the evidence presented herein, the following is hereby the Ruling of the Referee:

FINDINGS OF FACT

1 Name and address of Applicant:

Platte River Performance Center, L.L.P
1395 S. Cherokee Street
Denver, Colorado 80223

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2. Objection: No statements of opposition were filed and the time for filing such statements has expired.

3 Subject matter jurisdiction: Timely and adequate notice of the application was published as required by statute, and the Court has jurisdiction over the subject matter of this proceeding and over the parties affected hereby, whether they have appeared or not.

APPROVAL OF GROUND WATER RIGHTS

4 Aquifers and location of ground water: Applicant seek a decree for rights to all groundwater recoverable from the not nontributary Upper Dawson and nontributary Lower Dawson, Denver, Arapahoe and Laramie-Fox Hills aquifers underlying approximately 197 acres of land located in part of the N1/2 of Section 3, T6S, R65W of the 6th P.M., as more particularly described and shown on Attachment A hereto ("Subject Property"). Applicant is the owner of the Subject Property and said land is not located within the boundaries of a designated ground water

5 Well locations, pumping rates and annual amounts: The ground water may be withdrawn at rates of flow necessary to efficiently withdraw the amounts decreed herein. The ground water will be withdrawn through any number of wells necessary, to be located at any location on the Subject Property Applicant hereby waives any 600 foot spacing rule for wells located on the Subject Property, but must satisfy Section 37-90-137(4), C.R.S. for wells owned by others on adjacent properties. The following average annual amounts are available for withdrawal subject to the Court's retained jurisdiction in this matter:

Aquifer	Saturated Thickness	Annual Amount
Upper Dawson	65 feet	25.6 acre-feet(NNT)
Lower Dawson	35 feet	13.8 acre-feet(NT)
Denver	255 feet	85 4 acre-feet(NT)
Arapahoe	250 feet	83 7 acre-feet(NT)
Laramie-Fox Hills	210 feet	62.1 acre-feet(NT)

The amounts conform with the values and amounts referenced in the State Engineer's Determination of Facts dated October 16, 2001

6. Proposed use: The water withdrawn from the subject aquifers will be used, reused, successively used, leased, sold, or otherwise disposed of for the following

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beneficial purposes: municipal, domestic, industrial, commercial, irrigation, stock watering, recreational, fire protection and fish and wildlife, both on and off the Subject Property Said water will be produced for immediate application to said uses, for storage and subsequent application to said uses, for exchange purposes, for replacement of depletions resulting from the use of water from other sources, and for augmentation purposes.

7 Final average annual amounts of withdrawal:

A. Final determination of the applicable average saturated sand thicknesses and resulting average annual amounts available to Applicant will be made pursuant to the retained jurisdiction of this Court, as described in paragraph 24 below The Court shall use the acre-foot amounts in paragraph 5 herein in the interim period, until a final determination of water rights is made.

B. The allowed annual amount of ground water which may be withdrawn through the wells specified above and any additional wells, pursuant to Section 37-90-137(10), C.R.S., may exceed the average annual amount of withdrawal, as long as the total volume of water withdrawn through such wells and any additional wells therefor subsequent to the date of this decree does not exceed the product of the number of years since the date of the issuance of any well permits or the date of this decree, whichever is earliest in time, multiplied by the average annual amount of withdrawal, as specified above or as determined pursuant to the retained jurisdiction of the Court. However, amounts set forth in well permits will not be exceeded.

8. Source of ground water and limitations on consumption:

A. The ground water to be withdrawn from the Lower Dawson, Denver, Arapahoe and Laramie-Fox Hills aquifers is "nontributary ground water" as defined in Section 37-90-103(10.5), C.R.S., and in the Denver Basin Rules, the withdrawal of which will not, within 100 years, deplete the flow of a natural stream, including a natural stream as defined in Section 37-82-101(2) and Section 37-92-102(1)(b), C.R.S., at an annual rate greater than 1/10 of 1% of the annual rate of withdrawal. The ground water to be withdrawn from the Upper Dawson aquifer is "not nontributary" as defined in Sections 37-90-103(10.7) and 37-90-137(9)(c), C.R.S., and the Upper Dawson aquifer groundwater decreed herein may be withdrawn pursuant to the augmentation plan decreed herein.

B. Applicant may not consume more than 98% of the annual quantity of water withdrawn from the nontributary aquifers. The relinquishment of 2% of the annual amount of water withdrawn to the stream system, as required by the Denver Basin Rules effective January 1, 1986, may be satisfied by any method selected by the

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Applicant and satisfactory to the State Engineer, so long as Applicant can demonstrate that an amount equal to 2% of such withdrawals (by volume) has been relinquished to the stream system.

C. There is unappropriated ground water available for withdrawal from the subject aquifers beneath the Subject Property, and the vested water rights of others will not be materially injured by such withdrawals as described herein. Withdrawals hereunder are allowed on the basis of an aquifer life of 100 years, assuming no substantial artificial recharge within 100 years. No material injury to vested water rights of others will result from the issuance of permits for wells which will withdraw not nontributary and nontributary ground water or the exercise of the rights and limitations specified in this decree.

9 Additional wells and well fields:

A. Applicant may construct additional and replacement wells in order to maintain levels of production, to meet water supply demands or to recover the entire amount of groundwater in the subject aquifers underlying the Subject Property As additional wells are planned, applications shall be filed in accordance with Section 37-90-137(10), C.R.S.

B. Two or more wells constructed into a given aquifer shall be considered a well field. In effecting production of water from such well field, Applicant may produce the entire amount which may be produced from any given aquifer through any combination of wells within the well field. Applicant may also withdraw the water decreed herein in combination with the same type of water decreed and located on adjacent parcels of land, through wells located on the Subject Property or on adjacent parcels.

C. In considering applications for permits for wells or additional wells to withdraw the groundwater which is the subject of this decree, the State Engineer shall be bound by this decree and shall issue said permits in accordance with provisions of Section 37-90-137(10), C.R.S.

D. In the event that the allowed average annual amounts decreed herein are adjusted pursuant to the retained jurisdiction of the Court, Applicant shall obtain permits to reflect such adjusted average annual amounts. Subsequent permits for any wells herein shall likewise reflect any such adjustment of the average annual amounts decreed herein.

E. The water in the Upper Dawson aquifer is not nontributary and up to 25.6 acre-feet per year and no more than 2560 acre-feet total of water from the

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Upper Dawson aquifer may be withdrawn pursuant to the augmentation plan decreed herein.

APPROVAL OF PLAN FOR AUGMENTATION

10. Approval of plan for augmentation:

A. Water to be augmented: Up to 25.6 acre-feet per year of not nontributary Upper Dawson aquifer groundwater as decreed herein.

B. Water to be used for augmentation: Return flows associated with use of the not nontributary Upper Dawson and return flows or direct discharge of nontributary ground water decreed herein.

C. Development and Consumptive Use: The subject Upper Dawson aquifer ground water will be used for inhouse, irrigation and stockwatering use on the Subject Property The water will be withdrawn through individual wells or central wells for use in up to 34 residential lots on the Subject Property Individual wells will withdraw water at a rate of flow of 15 gpm and the central wells will withdraw at rates of flow necessary to withdraw the entire decreed amount. Each of the lots will use approximately 0.75 acre-feet per year for inhouse use (0.5 acre-feet), irrigation (0.225 acre-feet/limited to irrigation of 4000 square feet of home lawn and garden), and stockwatering of two large domestic animals (0.025 acre-feet). (In the alternative, one well may be used for commercial use). Sewage treatment will be provided by non-evaporative septic systems. Before any other type of sewage treatment is proposed in the future, including incorporation of the Subject Property into a central sewage collection and treatment system, Applicant, or its successors and assigns, will amend this decree prior to such change and thereby provide notice of the proposed change to other water users by publication procedures required by then existing law Consumptive use from in-house use is estimated to be 10% of that use, from irrigation use will be approximately 90% of that use, and stockwatering will be 100% consumed.

D Replacement during pumping: During pumping of the Upper Dawson ground water for 100 years, Applicant will replace depletions to the affected stream system in an amount of water equal to the actual depletions pursuant to Section 37-90-137(9)(c), C.R.S. In the 100th year, the total depletion to the South Platte River system from withdrawals from the Upper Dawson aquifer is approximately 12.18% of the amount withdrawn or 3 1 acre-feet. Applicant estimates that approximately 16 acre-feet per year will return to the stream system. Said return flows from the development accrue to the South Platte River system via Coal Creek, and those return flows are sufficient to replace actual depletions caused by pumping of up to 25.6 acre-feet per year from the Upper Dawson aquifer while the wells are being

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pumped. Because return flows from all uses are estimated rather than measured, Applicant agrees that such return flows shall be used only to replace depletions under this plan for augmentation and will not be sold, traded, or assigned in whole or in part for any other purpose.

E. Post-pumping Depletion Augmentation: Assuming maximum pumping of 25.6 acre-feet per year for 100 years from the Upper Dawson aquifer, the maximum depletion to the South Platte River stream system from pumping of the Upper Dawson aquifer will be 12.565% or 3.217 acre-feet in the 115th year. It is Applicant's position that depletions which occur after pumping ceases are not injurious. The Office of the State Engineer does not agree with this position. Nevertheless, in order to reach settlement with the Office of the State Engineer, Applicant will reserve 25.6 acre-feet per year and 2560 acre-feet total of the nontributary Laramie-Fox Hills water decreed herein for use in this plan. The Court retains continuing jurisdiction in this matter to determine if the supply is adequate.

F Applicant shall replace post-pumping depletions for the shortest of the following periods: the period provided by Section 37-90-137(9)(c), C.R.S.; the expressed period specified by the Colorado Legislature, should it specify one and providing the Applicant obtains Water Court approval for such modification; the period determined by the State Engineer, should he choose to set such a period and have jurisdiction to do so; the period established through rulings of the Colorado Supreme Court on relevant cases, or until Applicant petitions the Water Court and after notice to parties in the case and the State Engineer's Office and proves that they have complied with any statutory requirement.

11 Applicant shall pay the cost imposed by operation of this augmentation plan and shall be responsible for all interest, rights and responsibilities in and under this plan for augmentation, including all accounting requirements described below (If the Subject Property and water is ever included in a water district, the district shall be responsible). Applicant shall reserve 25.6 acre-feet per year and 2560 acre-feet total of the nontributary Laramie-Fox Hills aquifer water decreed herein. Failure of Applicant to comply with the terms of the decree may result in an order of the Division Engineer's office to curtail or eliminate pumping of the wells. This decree shall be recorded in the real property records of Elbert County so that a title examination of the property, or any part thereof, shall reveal to all future purchasers the existence of this decree.

12. Administration of plan for augmentation:

A. Applicant shall report to the Division Engineer for Water Division 1 upon request, a annual summary of metered withdrawals of the subject wells on an

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accounting form acceptable to the Division Engineer Said summary shall be submitted to the Division Engineer by January 30 for pumping during the previous calendar year The annual summary shall report the number of residences served and amount of area irrigated.

B. All withdrawals which are the subject of this decree will be metered.

C. Pursuant to Section 37-92-305(8), C.R.S., the State Engineer shall curtail all out-of-priority diversions, the depletions from which are not so replaced as to prevent injury to vested water rights.

D. The Applicant at the direction of the Division Engineer, shall make post-pumping replacements to the South Platte River stream system via Coal Creek pursuant to the amounts referenced on the depletion curve attached hereto on Attachment B.

13. Retained jurisdiction for plan for augmentation:

A. Pursuant to Section 37-92-304(6), C.R.S., the Court retains continuing jurisdiction over the plan for augmentation decreed herein for reconsideration of the question whether the provisions of this decree are necessary and/or sufficient to prevent injury to vested water rights of others. The Court also has jurisdiction for the purposes of determining compliance with the terms of the augmentation plan.

B. Any person seeking to invoke the retained jurisdiction of the Court shall file a verified petition with the Court. The petition to invoke retained jurisdiction or to modify the Decree shall set forth with particularity the factual basis and the requested decretal language to effect the petition. The party lodging the petition shall have the burden of going forward to establish prima facie facts alleged in the petition. If the Court finds those facts to be established, Applicant shall thereupon have the burden of proof to show: (1) that any modification sought by Applicant will avoid injury to other appropriators, or (2) that any modification sought by Objector is not required to avoid injury to other appropriators, or (3) that any term or condition proposed by Applicant in response to the Objector's petition does avoid injury to other appropriators.

C. The Court retains jurisdiction for the purpose of determining whether the continued reservation of the nontributary water for use on the Subject Property is required. After notice to the State Engineer's Office, if Applicant can demonstrate to the Court that post-pumping depletions need no longer be replaced, the Court may remove the requirement that the nontributary water must be reserved.

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CONCLUSIONS OF LAW

14 The Water Court has jurisdiction over this proceeding pursuant to Section 37-90-137(6), C.R.S. This Court concludes as a matter of law that the application herein is one contemplated by law Section 37-90-137(4), C.R.S. The application for a decree confirming Applicant's right to withdraw and use all unappropriated ground water from the nontributary aquifers beneath the property as described herein pursuant to Section 37-90-137(4), C.R.S., should be granted, subject to the provisions of this decree. The application for a decree confirming Applicant's right to withdraw and use all ground water decreed herein from the Upper Dawson aquifer should be granted pursuant to Section 37-90-137(4) and (9)(c), C.R.S., subject to the provisions of this decree. The withdrawal of up to 25.6 acre-feet per year and no more than 2560 acre-feet total of the Upper Dawson aquifer in accordance with the terms of this decree will not result in material injury to vested water rights of others.

15 This plan for augmentation satisfies the requirements of Section 37-90-137(9)(c), C.R.S., for replacement of actual depletions to the affected stream systems for withdrawals of the Upper Dawson aquifer water.

16. The rights to ground water determined herein shall not be administered in accordance with priority of appropriation. Such rights are not "conditional water rights" as defined by Section 37-92-103(6), C.R.S., and findings of reasonable diligence are not applicable to the ground water rights determined herein. The determination of ground water rights herein need not include a date of initiation of the withdrawal project. See Section 37-92-305(11), C.R.S.

JUDGMENT AND DECREE

The Findings of Fact and Conclusions of Law set forth above are hereby incorporated into the terms of this Ruling and Decree as if the same were fully set forth herein.

17 Full and adequate notice of the application was given, and the Court has jurisdiction over the subject matter and over the parties whether they have appeared or not.

18. The Applicant may withdraw the subject ground water herein through wells to be located anywhere on the Subject Property, in the average annual amounts and at the estimated average rates of flow specified herein, subject to the limitations herein and the retained jurisdiction by this Court.

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19 Applicant may withdraw up to 25.6 acre-feet per year and no more than 2560 acre-feet total of not nontributary ground water from the Upper Dawson aquifer under the plan for augmentation decreed herein pursuant to Section 37-90-137(9)(c), C.R.S.

20. Applicant has complied with all requirements and met all standards and burdens of proof, including but not limited to Sections 37-90-137(9)(c), 37-92-103(9), 37-92-302, 37-92-304(6), 37-92-305(1), (2), (3), (4), (6), (8), (9), C.R.S., to adjudicate its plan for augmentation and is therefor entitled to a decree confirming and approving its plan for augmentation as described in the findings of fact.

21 Pursuant to Section 37-92-305(5), C.R.S., the replacement water herein shall be of a quality so as to meet the requirements for which the water of the senior appropriator has normally used.

22. The proposed plan for augmentation as described in the findings of fact is hereby approved, confirmed, and adjudicated, including and subject to the terms and conditions specified herein.

23 No owners of or person entitled to use water under a vested water right or decreed conditional water right will be injured or injuriously affected by the operation of the plan for augmentation as decreed herein.

24 Retained Jurisdiction:

A. The Court retains jurisdiction as necessary to adjust the average annual amounts of ground water available under the property to conform to actual local aquifer characteristics as determined from adequate information obtained from wells, pursuant to Section 37-92-305(11), C.R.S. Within 60 days after completion of any well decreed herein or any test hole(s), Applicant or any successor in interest to these water rights shall serve copies of such log(s) upon the State Engineer.

B. At such time as adequate data is available, any person, including the State Engineer, may invoke the Court's retained jurisdiction to make a Final Determination of Water Right. Within four months of notice that the retained jurisdiction for such purpose has been invoked, the State Engineer shall use the information available to him to make a final determination of water rights findings. The State Engineer shall submit such finding to the Water Court and the Applicant.

C. If no protest to such finding is made within 60 days, the Final Determination of Water Rights shall be incorporated into the decree by the Water Court. In the event of a protest, or in the event the State Engineer makes no

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determination within four months, such final determination shall be made by the Water Court after notice and hearing.

25 Continuing Jurisdiction:

Pursuant to Section 37-92-304(6), C.R.S., the Court retains continuing jurisdiction over the plan for augmentation decreed herein for reconsideration of the question of whether the provisions of this decree are necessary and/or sufficient to prevent injury to vested water rights of others. The Court also retains continuing jurisdiction for the purpose of determining compliance with the terms of the augmentation plan.

RULING ENTERED this 7 day of March ~~2001~~ 2002

Raymond S. Liesman
Water Referee
Water Division 1

THE COURT DOTH FIND THAT NO PROTEST TO THE RULING OF THE REFEREE HAS BEEN FILED. THE FOREGOING RULING IS CONFIRMED AND APPROVED AND IS HEREBY MADE THE JUDGMENT AND DECREE OF THIS COURT

Date: MAR 27 2002

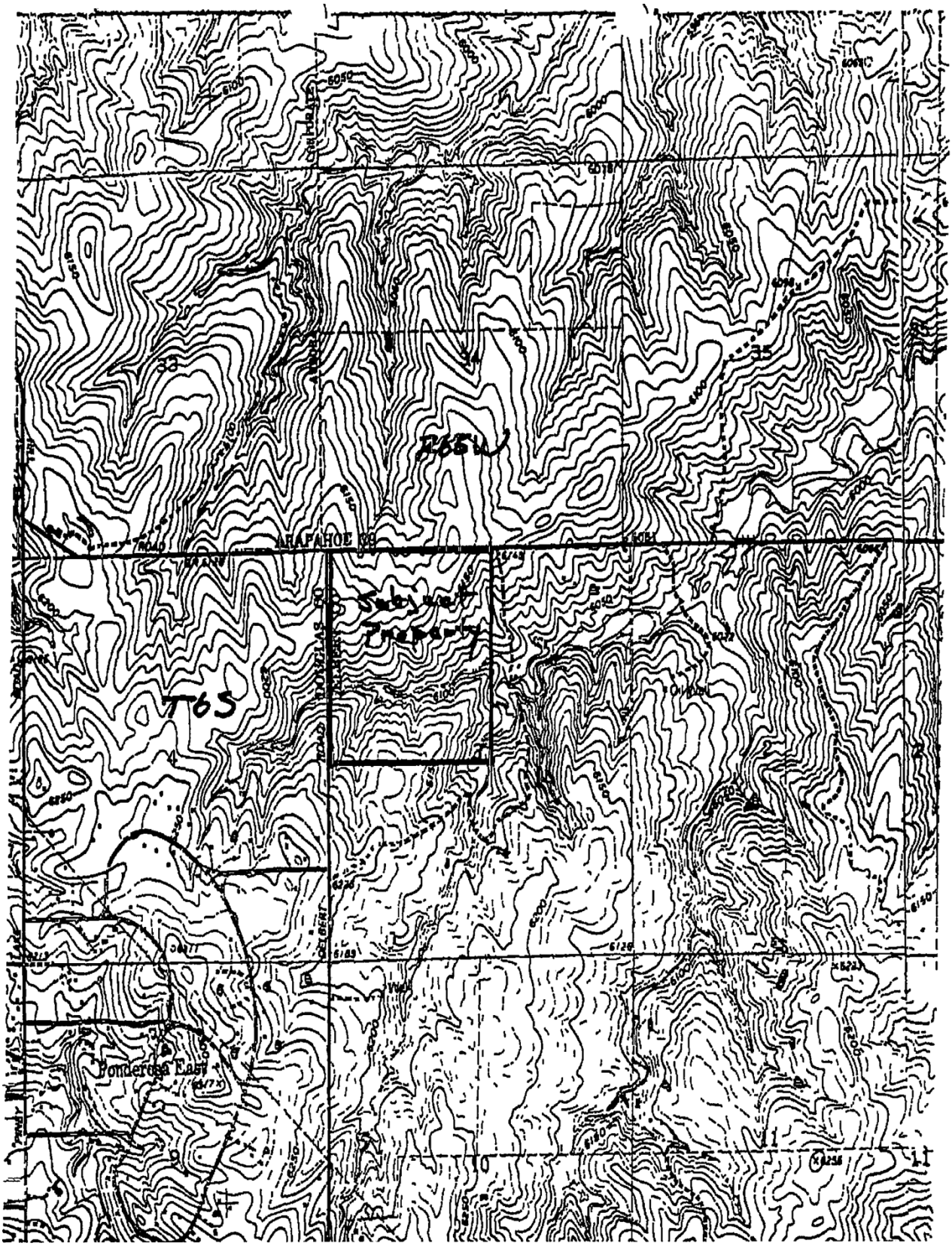
Jonathan W Hays
Water Judge
Water Division 1

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Attachment A

Beginning at the Northwest corner of Section 3, Township 6 South, Range 65 West of the 6th P.M., thence Easterly along the North line of said Section 3 which bears South 89°57'17" East a distance of 30 feet to the True Point of Beginning; thence Easterly along the North line of said Section 3 which bears South 89°57'17" East 2839.529 feet to the Northwest corner of a tract of land recorded May 28, 1969 in Book 269 at page 285 in the Elbert County records; thence South 00°57'19" West along the West line of said tract of land a distance of 2989.196 feet to a point on the South line of the North 1/2 of said Section 3; thence North 89°33'30" West along the South line of the North 1/2 of said Section 3, 2856.416 feet to a point 30 feet East of West line of said Section; thence North 01°17'19" East and parallel to the West line of said Section 3, 2969.537 feet to the True Point of Beginning, Except Right of Way for road purposes along the North line of said property,
County of Elbert,
State of Colorado.

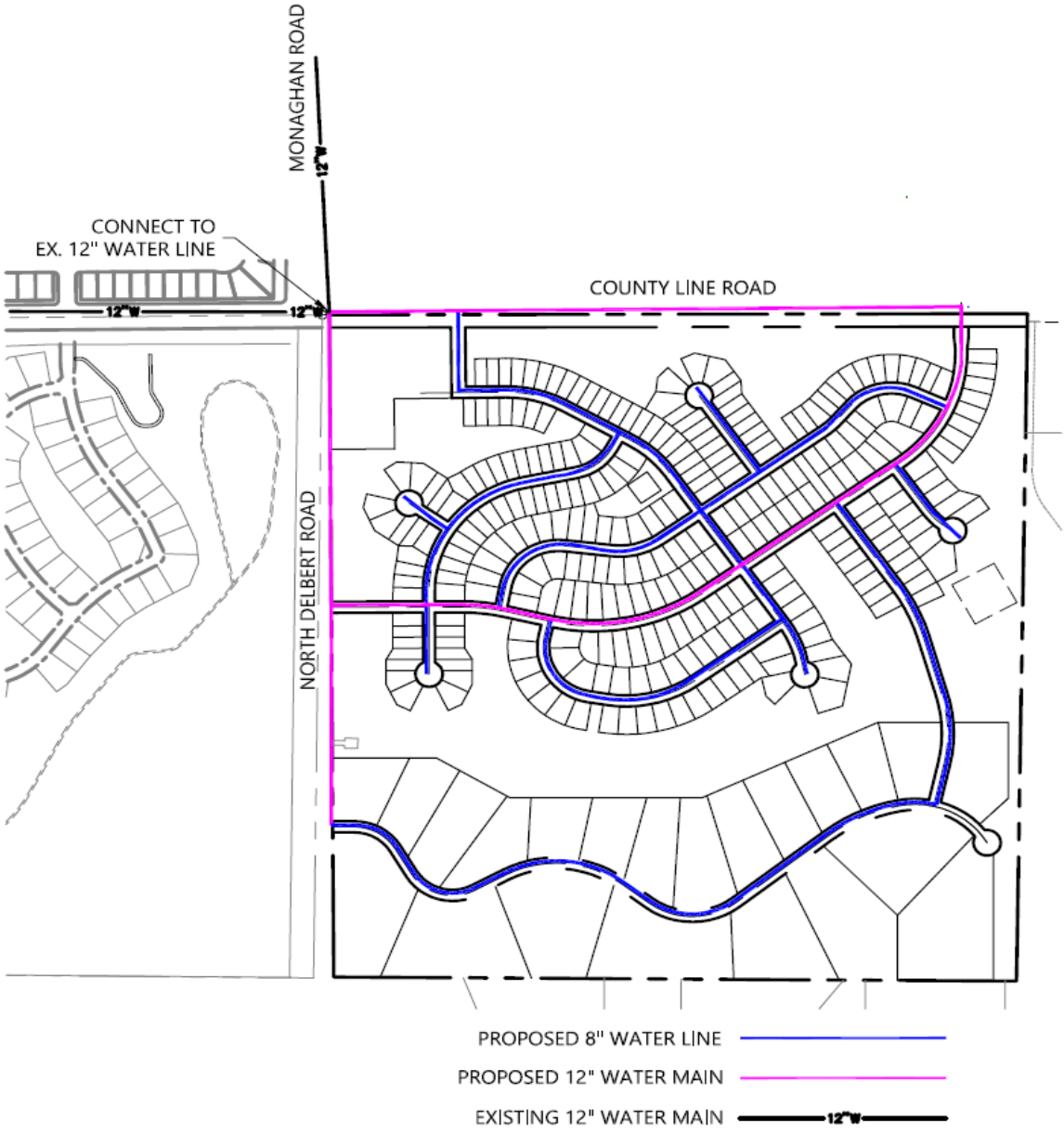
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Exhibit C
Conceptual Depiction of Water and Sewer System

Water Infrastructure



LJA ENGINEERING	1765 W. 121st Avenue Suite 300 Westminster, CO 80234 303-421-4224 www.lja.com	ELORA IGA WATER EXHIBIT --		
		Prepared: AR Approved: KL	Horiz. Scale: 1"=600' Vert. Scale: 1"=600'	Job No.: 1084 Date: 06/19/23	Sheet: 1 of 2

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Sanitary Sewer Infrastructure

DocuSign Envelope ID: CBE8D74E-4DC5-4910-A0A1-956CB176D3D5



LJA ENGINEERING

1765 W. 121st Avenue
Suite 300
Westminster, CO 80234
303-421-4224
www.lja.com

ELORA
IGA SANITARY EXHIBIT

Prepared: AR	Horiz. Scale: 1"=600'	Job No.: 1084	Sheet: 2 of 2
Approved: KL	Vert. Scale: 1"=600'	Date: 06/19/23	

DocuSign Envelope ID: CBE8D74E-4DC5-4910-A0A1-956CB176D3D5

Exhibit D
Form of Groundwater Deed

When recorded return to:

_____
_____
_____
_____

SPECIAL WARRANTY DEED
(Elora Ground Water)
[Statutory Form – C.R.S. § 38-30-113(1)(b)]

MU Elora LLC, a Colorado limited liability company, whose street address is 6900 E. Belleview Avenue, Suite 300 Greenwood Village, CO 80111 ("**Grantor**"), for the consideration of Ten and 00/100 Dollars ($10.00), in hand paid, and other good and valuable consideration, hereby sells and conveys to the **City of Aurora**, Colorado, a home rule municipal corporation of the counties of Adams, Arapahoe, and Douglas, acting by and through its Utility Enterprise, whose street address is 15151 East Alameda Parkway, Suite 3600, Aurora, Arapahoe County, Colorado 80012 ("**Aurora**"), the following:

All of Grantor's right, title and interest in and to the groundwater rights adjudicated in Case 01CW139 as set forth in the decree signed on March 27, 2002, including the perpetual, sole and exclusive right to claim, own, withdraw, appropriate, and use said groundwater, and Grantor consents in perpetuity pursuant to C.R.S. Section 37-90-137(4) to the City's withdrawal, appropriation, use, reuse and use to extinction of said groundwater, which groundwater underlies the real property that is legally described and graphically depicted in Exhibit A, attached hereto and incorporated herein.

Grantor warrants title to the same against all persons claiming under Grantor, subject to said the terms, conditions and limitation set forth in Case 01CW139 as set forth in the decree signed on March 27, 2002.

Signed as of this _____ day of _____, 2023.

MU Elora LLC, a Colorado limited liability company

By: **[Exhibit – Do not Execute]**
Daniel R. Sheldon, its Manager

DocuSign Envelope ID: CBE8D74E-4DC5-4910-A0A1-956CB176D3D5

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 202**[___]** by Daniel R. Sheldon, as Manager of MU Elora, LLC, a Colorado limited liability company.

Witness my hand and official seal.

My commission expires: _____

_____
Notary Public

APPROVED AS TO FORM:

_____
Michelle Gardner,
Senior Asst. City Attorney

REVIEWED BY:

_____
Hector Reynoso,
Manager – Real Property Specialist

REVIEWED BY:

_____
Dawn M Jewell,
Water Resources Supervisor – Aurora Water
FAID# _____

DocuSign Envelope ID: CBE8D74E-4DC5-4910-A0A1-956CB176D3D5

Exhibit A
to Special Warranty Deed
(Elora Ground Water)

[to be inserted]

DocuSign Envelope ID: CBE8D74E-4DC5-4910-A0A1-956CB176D3D5

Exhibit E
Form of Water Service Agreement

AURORA WATER SUPPLY AGREEMENT
Premise ID: _____
Tap #: _____

Licensed Property Address: _____ Distributor No.: _____

THIS AGREEMENT, is made and entered into this ___day of _____, ____, by and between the City of Aurora, Colorado, acting by and through its Utility Enterprise ("Aurora Water"), and _____, of _____, Colorado ("Property Owner")

PROPERTY OWNER PRINTED NAME

WHEREAS, the Licensed Property has or may have sources of water supply other than the Aurora Water System; and

WHEREAS, the Property Owner desires to obtain water and wastewater services from Aurora Water.

NOW THEREFORE, the parties agree as follows:

Subject to the following requirements, Aurora Water authorizes a ____ inch tap, number _____, to its water works system to serve _____:

1. The Property Owner agrees to comply with the Aurora City Code and Aurora Water Rules and Regulations (each as amended) at all times including but not limited to the water conservation sections set forth in Aurora City Code Section 138-191 and the Unified Development Ordinance. These requirements include a maximum of 500 feet of cool weather grass (i.e. Kentucky Bluegrass) on the Property and water-wise landscaping in all other locations. In addition, the Property Owner is required to adhere to any Aurora drought declarations. Owner shall not cause or permit any cross-connection between any non-Aurora Water source and the Licensed Property's service connection.

   a. The Property Owner shall, at his/her cost, install a backflow prevention assembly approved by Aurora Water. This assembly must be tested annually by a certified backflow technician, and the results provided to Aurora Water's Cross-Connection Control section.

2. Failure to comply with any Aurora City Code section and/or Aurora Water Rules and Regulations may result in a disconnection of service.

DocuSign Envelope ID: CBE8D74E-4DC5-4910-A0A1-956CB176D3D5

3. All well cut-offs or disconnects must be inspected by Aurora Water personnel before back fill. Aurora Water personnel shall be given free access to the premises at reasonable hours for purposes of routine inspections and as-needed for emergency situations.

4. This Agreement is binding on all future owners of the Licensed Property and is subject to the Aurora City Charter, City Code, and all Aurora Water Rules and Regulations.

THEREFORE, the parties have executed this Agreement.

_____
Property Owner or Agent Signature

_____
Aurora Water Representative

OWNER:

_____ _____ _____
Print Name and Title Signature Date

STATE OF _____)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by_____, _____, acting on behalf of the _____.

Witness my hand and official seal. _____
Notary Public

My commission expires: _____

(SEAL)

DocuSign Envelope ID: CBE8D74E-4DC5-4910-A0A1-956CB176D3D5

CITY OF AURORA, COLORADO,
ACTING BY AND THROUGH ITS
UTILITY ENTERPRISE

_____ _____
_____, General Manager Date

APPROVED AS TO FORM FOR AURORA:

_____ _____
Date
_____
Assistant City Attorney

DocuSign Envelope ID: CBE8D74E-4DC5-4910-A0A1-956CB176D3D5

Exhibit F
Form of Allocation Agreement

Domestic Water Service Connection Fee Allocation Agreement

This Agreement is entered into and effective as of the date of the last signature below by and between _____, owner of property located at _____, _____, Colorado _____ ("Owner") whose address is _____, and the City of Aurora, Colorado, a home rule municipal corporation of the counties of Adams, Arapahoe, and Douglas, acting by and through its Utility Enterprise, whose address is 15151 East Alameda Parkway, Suite 3600, Aurora, Colorado, 80012 ("Aurora Water").

Recitals

WHEREAS, the Owner is the owner of a certain lot or parcel of land situated in the County of Elbert, State of Colorado, to-wit: Subdivision _____, Filing _____, Lot _____, and Block _____.

WHEREAS, the Owner agrees to comply with the Aurora City Code and Aurora Water Rules and Regulations at all times, including, but not limited to the water conservation sections set forth in Section 138-191 and the City's Unified Development Ordinance.

WHEREAS, the service connection fee for providing water to the property is defined in Sections 138-221 and 138-223 of the Aurora City Code.

NOW, THEREFORE, in consideration of the covenants and promises which is hereby acknowledged, Aurora and Owner agree as follows:

1. Owner has applied for a water service connection allocation agreement setting forth fees owed to Aurora Water for the service connection to provide water services to the property as defined in Sections 138-221 and 138-223 of the Aurora City Code.

2. Owner has submitted their civil construction plan for the property, and the General Manager of Aurora Water (or designee) has approved the application for water service based on the approved plan.

3. Owner's projected verified average daily water demand is _____ gallons per day. (Residential properties, see attached water demand calculation worksheet example, as the City may modify from time to time in accordance with then-current applicable Rules and Regulations, to determine)

4. Owner has verified that there is no indoor non-domestic water demand (i.e. manufacturing process water) that does not get returned to the sanitary sewer system ("non-recoverable demand"). If there is non-recoverable demand, the non-recoverable demand is _____ gallons per day. Non-recoverable demand is subject to additional fees.

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5. Based on the demand, Owner agrees that the annual water allocation for purposes of payment of the service connection fee shall be _____ gallons per day (_____ gallons/year).

6. Owner, for itself, its heirs, successors and assigns, agrees and acknowledges that Owner will be charged and billed a capital recovery fee in addition to tiered rate structure pursuant to City Code Section 138-221 for any water usage that exceeds the annual water allocation as defined in Paragraph 5 above for each year.

7. Undersigned Owner, and any subsequent owner, may have the opportunity to submit an application to increase the water allocation for the property as established in City Code Section 138-221. If approved by the General Manager of Aurora Water (or designee), Owner will be required to pay the water service connection fee based on the requested increased water allocation of the parcel. The water service connection fee shall be calculated as follows: increased usage (in gallons per day) multiplied by the water service connection fee in effect at time of the request pursuant to City Code 138-221.

8. Owner must provide a copy of this Agreement to any subsequent owner before the transfer of the property ownership occurs and must provide written proof of such in a manner reasonably acceptable to Aurora Water.

9. Aurora Water will not issue any refunds on any paid amount for the service connection fee.

10. This Agreement shall be recorded with the Clerk and Recorder of Elbert County, and shall run with the land, and shall be binding upon and inure to the benefit of the heirs, successors, and assignees of the parties hereto.

[Signature Pages Follow this Page]

DocuSign Envelope ID: CBE8D74E-4DC5-4910-A0A1-956CB176D3D5

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the last signature below.

CITY OF AURORA, COLORADO,
ACTING BY AND THROUGH ITS
UTILITY ENTERPRISE

_____ _____
_____, General Manager Date

APPROVED AS TO FORM FOR AURORA:

_____ _____
Date
_____
Assistant City Attorney

STATE OF COLORADO)
) ss
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by _____, Director, acting on behalf of the Utility Enterprise of the City of Aurora, Colorado.

Witness my hand and official seal. _____
Notary Public

My commission expires: _____

(SEAL)

DocuSign Envelope ID: CBE8D74E-4DC5-4910-A0A1-956CB176D3D5

OWNER:

_____	_____	_____
Print Name and Title	Signature	Date

STATE OF _____)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by_____, _____, acting on behalf of the _____.

Witness my hand and official seal. _____
Notary Public

My commission expires: _____

(SEAL)

DocuSign Envelope ID: CBE8D74E-4DC5-4910-A0A1-956CB176D3D5

Aurora Water

City of Aurora

Planning and Engineering
Engineering Services
15151 E. Alameda Pkwy., Ste. 3600
Aurora, Colorado 80012
303-739-7370

Worth Discovering • auroragov.org

FORM: RESIDENTIAL DOMESTIC WATER SERVICE ALLOCATION CALCULATION
(The City may modify methodology from time to time – Verify Current Version)

This methodology shall be used to determine the annual allocation of a single family detached residential unit served from a 5/8-inch meter to include the estimated indoor usage based on number of bathrooms and outdoor usage based on lot or parcel size. This volume shall be provided with the Domestic Service Allocation Agreement (DSAA).

INDOOR VOLUME

Determine Number of Bathrooms

Number of Bathrooms	Indoor Use (Measured in gallons per day)
1-2	95.89
3-4	154.93
5-6	268.49

Indoor Use from table in gallons per day x 365 = Estimated Indoor Volume

OUTDOOR VOLUME

Properties subject to Section 138-191, Use of Turf Ordinance

Square Footage of Lot or Parcel x 0.01160 gallons per square foot x 365 = Estimated Outdoor Volume

- Estimated Indoor Volume + Estimated Outdoor Volume = Total Estimated Annual Allocation in gallons per year

10.c **Appointments to Boards and Commissions**

Motion by Gardner, second by Sundberg to approve the Consent Calendar - Motions.

Voting Aye: Mayor Coffman, Bergan, Coombs, Gardner, Jurinsky, Lawson, Marcano, Medina, Murillo, Sundberg, Zvonek

11. CONSENT CALENDAR – RESOLUTIONS AND ORDINANCES

Any member of the Council may request an item to be removed from the Consent Calendar and considered separately. Any item removed will be considered immediately following the adoption of the remainder of the Consent Calendar.

11.a Resolutions

11.a.1 Elora Extra-Territorial Resolution

R2023-100 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL'S SUPPORT AND APPROVAL OF AN EXTRA-TERRITORIAL WATER SERVICE AGREEMENT

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

11.a.2 Resolution Expressing Support of Development Within the Colorado Science and Technology Park Metropolitan District No. 1

R2023-101 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL'S SUPPORT OF DEVELOPMENT WITHIN THE COLORADO SCIENCE AND TECHNOLOGY PARK METROPOLITAN DISTRICT NO. 1

Sponsor: Dustin Zvonek, Council Member

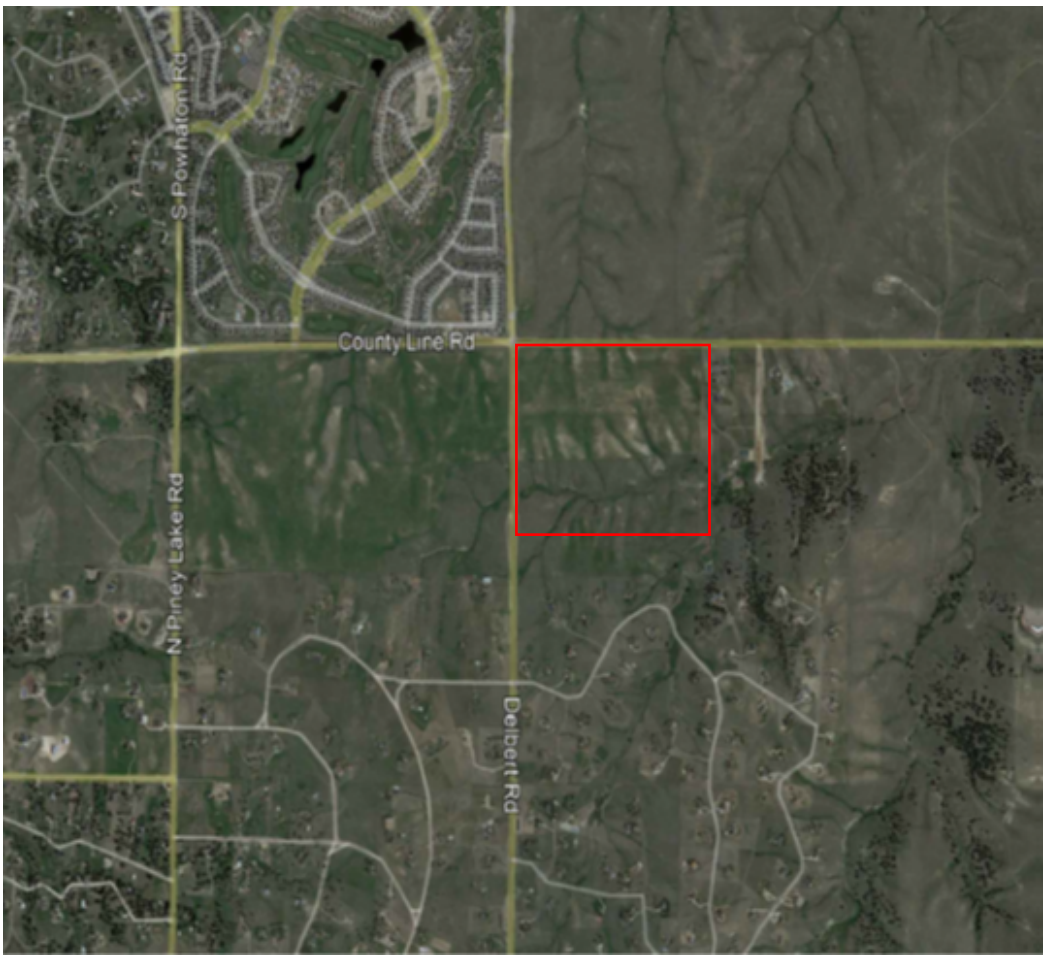
Laura Perry, Deputy City Manager / Brian Rulla, Assistant City Attorney

11.b Finalizing of Ordinances

11.b.1 Unified Development Ordinance (UDO) Amendments to Clarify Parks and Open Space Provisions

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

ELORA FILING NO. 1
A SITE LOCATED WITHIN THE NORTH HALF OF SECTION 3,
TOWNSHIP 6 SOUTH,
RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN,
ELBERT COUNTY, COLORADO



VICINITY MAP
SCALE: 1" = 1500'

CITY OF AURORA
Council Agenda Commentary

Item Title: DOLA Local Match Program Application for RAISE (Montview Boulevard Project)
Item Initiator: Christina McClelland, Grant Development Manager
Staff Source/Legal Source: Laura Perry, Deputy City Manager / Hanosky Hernandez, Senior Assistant City Attorney
Outside Speaker: N/A
Council Goal: 2012: 6.0--Provide a well-managed and financially strong City

COUNCIL MEETING DATES:

Study Session: N/A

Regular Meeting: 1/27/2025

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

Item requires a Public Hearing: ☐ Yes ☒ No

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

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

Waiver of reconsideration requested due to competitive, limited nature of funding available.
Sponsor: Stephanie Hancock, Council Member
Laura Perry, Deputy City Manager / Hanosky Hernandez, Senior Assistant City Attorney

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

☐ Approve Item and Move Forward to Study Session

☐ Approve Item as Proposed at Study Session

☐ Approve Item and Move Forward to Regular Meeting

☒ Approve Item as Proposed at Regular Meeting

☐ Information Only

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

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: N/A

Policy Committee Date: N/A

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

☐ Recommends Approval ☐ Does Not Recommend Approval

☐ Forwarded Without Recommendation ☐ Minutes Not Available

☐ Minutes Attached

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

Plans to apply for a Rebuilding American Infrastructure with Sustainability and Equity (RAISE) discretionary grant for the Better Montview Mobility project were presented to and approved by Council at the 2024 Winter Workshop.

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

The IIJA, also known as Bipartisan Infrastructure Law (BIL), was signed into law by President Biden on November 15, 2021, and authorizes $1.2 trillion for transportation and infrastructure spending. The Colorado General Assembly passed Senate Bill 22-215 (creating Colorado Revised Statute 24-75-232), the Infrastructure Investment and Jobs Act Cash Fund, which allocates approximately $80 million in state General Funds for local match support for state agencies and local governments for the non-federal match requirements included in the federal Infrastructure Investment and Jobs Act (IIJA.) From this bill, the Colorado Department of Local Affairs (DOLA) in collaboration with the Office of Economic Development and International Trade (OEDIT) and the Governor's Office, have created the Infrastructure Investment and Jobs Act (IIJA) Local Match grant program (LOMA) to be used for local governments to support their non-federal match requirement when they are applying directly to the federal government for an IIJA Program.

Staff propose submitting the Better Montview Mobility Project for this opportunity to support matching requirements for the Rebuilding American Infrastructure with Sustainability and Equity (RAISE) discretionary grant program. Alleviating congestion and improving traffic flow while prioritizing pedestrian safety and convenience with widened sidewalks, enhanced crosswalks, and dedicated pedestrian amenities, the Better Montview Mobility project will benefit bus users, Anchutz Medical Campus shuttle passengers, motorists, and pedestrians alike. A request of $1 million in LOMA funding for grant overmatch will help enhance the competitiveness of the RAISE application.

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.)

City staff will be preparing and submitting the LOMA grant application.

QUESTIONS FOR COUNCIL

Does Council wish to approve staff submitting an application to the DOLA Local Match Program for the Better Montview Mobility project?

LEGAL COMMENTS

Pursuant to the city's home rule authority granted to the City of Aurora under Article XX Section 6 (g) of the Colorado Constitution, the city has certain powers to provide for the wellbeing of the city and its citizens. The City Council has found and determined that authorizing staff to apply for the grant and approve the application for said grant contained herein fulfills these purposes. City council shall act only by ordinance, resolution, or motion. All legislative enactments must be in the form of an ordinance; all actions, except as herein provided, maybe in the form of a resolution or motions. This action is an approval to apply for a grant and can be taken in the form of a motion. Section 5-1 Aurora City Charter. (Hernandez).

CITY OF AURORA
Late Submission Approval for Agenda Item

Item Title: DOLA Local Match Program Application for RAISE
Item Initiator: Christina McClelland, Grant Development Manager
Staff Source/Legal Source: Laura Perry, Deputy City Manager / Hanosky Hernandez, Senior Assistant City Attorney
Outside Speaker: N/A
Council Goal: 2012: 6.0--Provide a well-managed and financially strong City

CRITERIA - PLEASE CONSIDER ITEM FOR LATE SUBMISSION FOR THE FOLLOWING REASON:

☐ There is a time-sensitive legal requirement that must be met and cannot be met by a future meeting date

☒ The delay will result in an adverse financial impact to the city

☐ The item is related to a disaster and must be addressed before the next available meeting

---

COUNCIL MEETING DATES FOR LATE SUBMISSION:

Study Session: Click or tap to enter a date or type N/A

Regular Meeting: 1/27/2025

EXPLANATION: *(Please provide a detailed explanation as to why the item falls into one or more of the above criteria and why it may not be set for a future meeting date.)*

Requested due to competitive, limited nature of funding available and need to get application in to the Local Match Program as soon as possible for potential funding to support RAISE grant application, due 1/30/2025.

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.

Christina McClelland, Grant Development Manager
Agenda Item Initiator Name

Christina McClelland 1/13/25
Agenda Item Initiator Signature Date

Laura Perry, Deputy City Manager
Late Submission Approver Name (Council Appointee or DCM)

1/13/25
Late Submission Approver Signature Date



Better Montview Mobility Complete Streets Project

Project Status

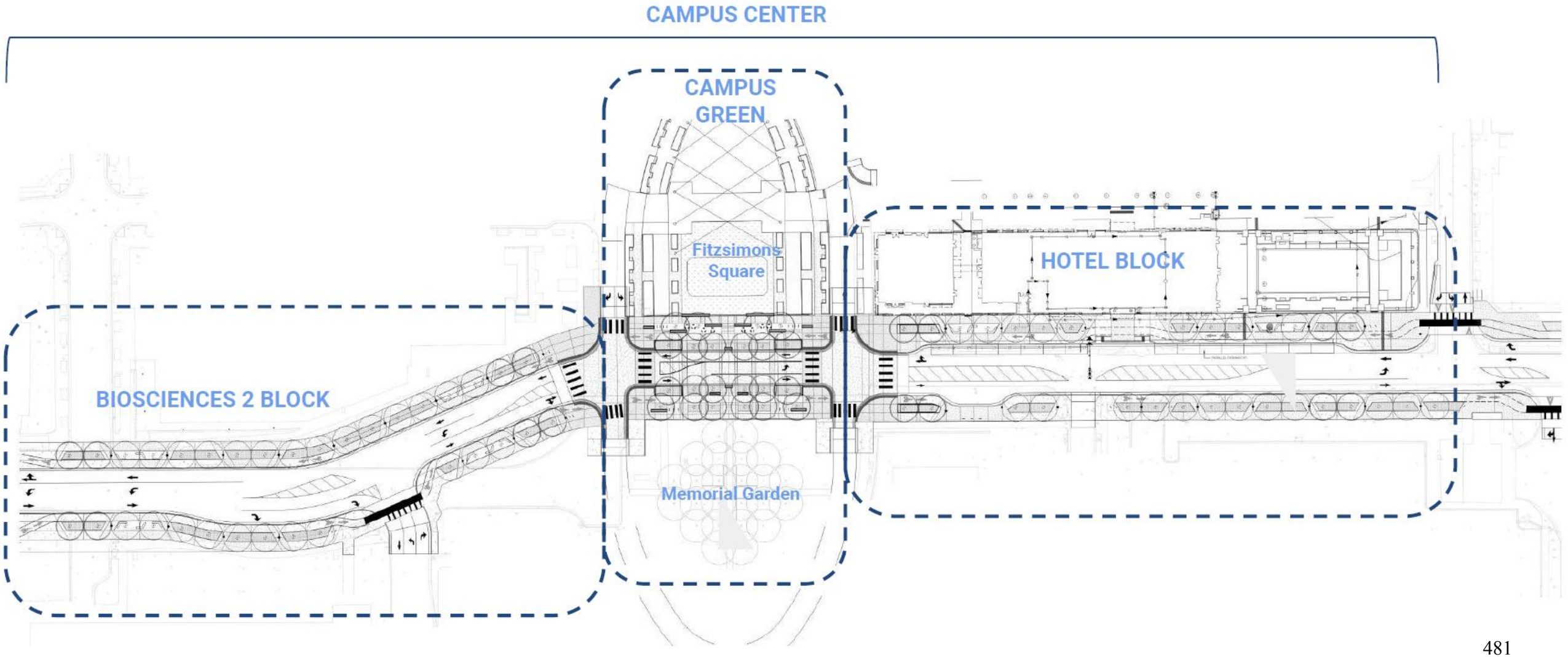
- Final Design completed in 2022
- Additional engineering completed
  - Traffic Analysis and Report, Historic Report
- Clearances
  - Will need ROW, Utility, and Environmental Clearances through CDOT

- $2M Federal Congressional Delegated Spending (“earmark”) request included in Federal Appropriation process.
  - Earmark is matched by $600K from COA
  - After agreement execution, Staff will be able to work with CDOT on final plan approval and clearances

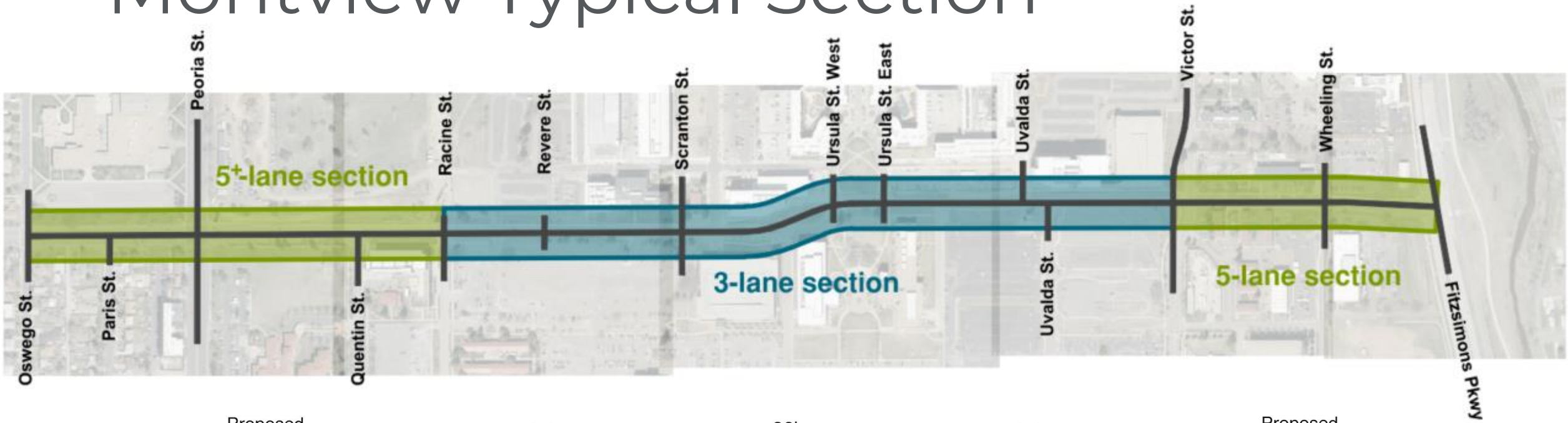
RAISE Grant Overview

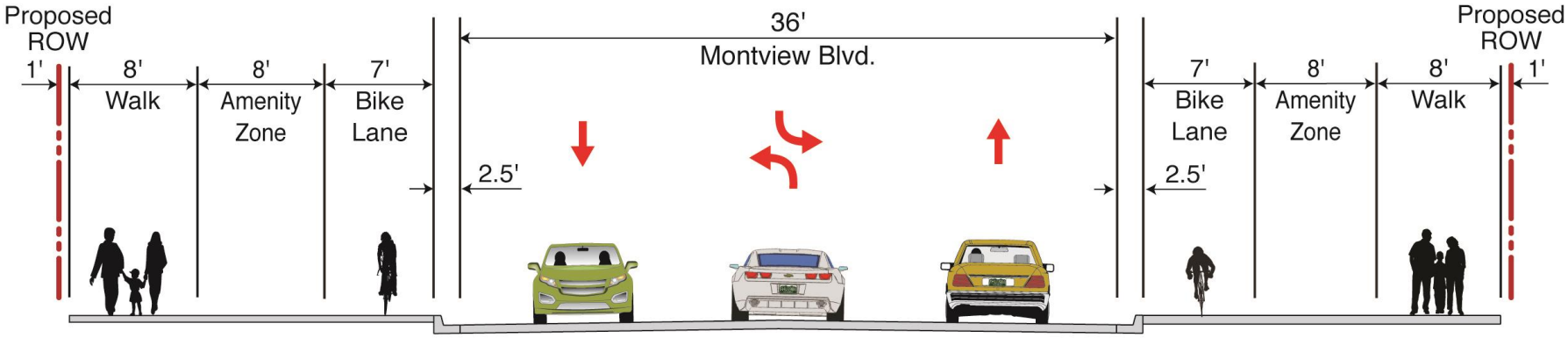
- **U.S. Department of Transportation (USDOT) Rebuilding American Infrastructure with Sustainability and Equity (RAISE) program**
  - Funds capital and planning projects that will improve safety, environmental sustainability, quality of life, mobility and community connectivity, economic competitiveness, state of good repair, partnership and collaboration, and innovation.
- **Key Facts**
  - Grant awards are capped at $25M
  - Two rounds: Round 1 FY24 Projects of Merit; Round 2 All Applicants
  - Grant deadline for Round 2 is **January 30, 2025**
  - Factors for success include readiness, managed risks, project support, cost-effectiveness
  - Cost Sharing
    - Up to 80% Federal Funding
    - Eligible sources of non-federal funds include state funds funded by state revenue, local funds originating and private funds
    - ROW credit
  - Obligation and Expenditure Deadlines if Awarded
    - Obligation – September 30, 2029
    - Expenditure – September 30, 2034

Montview Blvd Reference Plan



Design Details:
Montview Typical Section

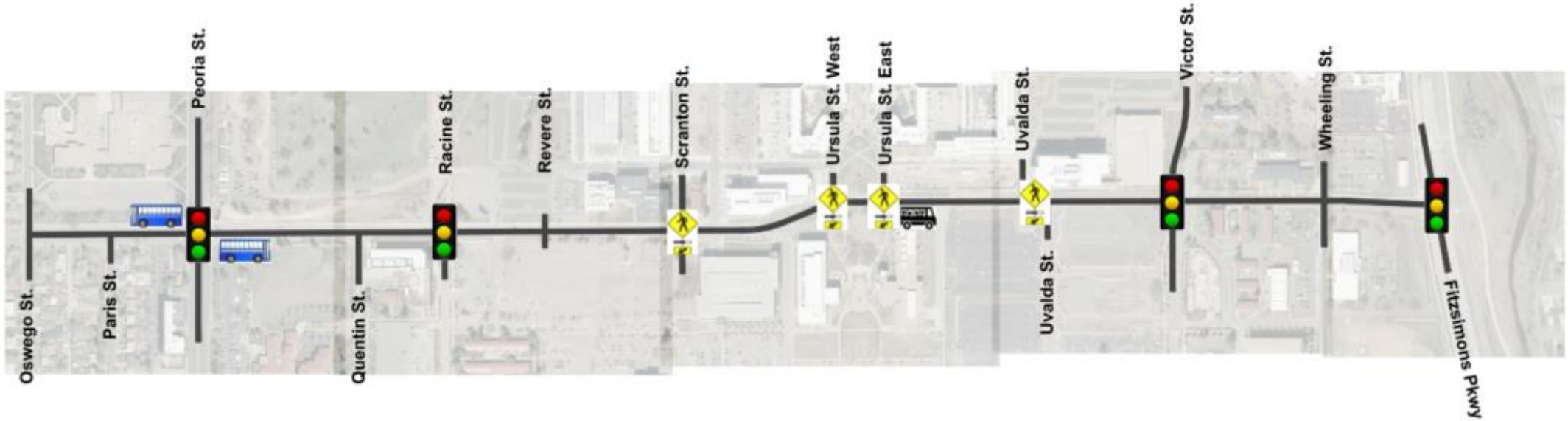




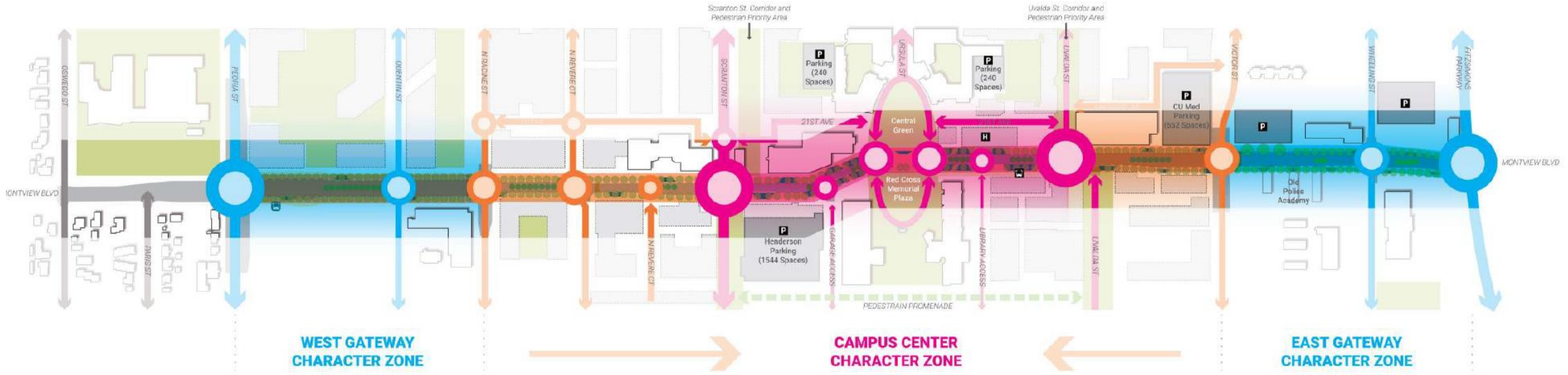
Montview Typical Section: 3 lanes

Design Details:
Traffic Control & Bus Stops

- New Signals at Racine & Victor
- Ped RRFBs at Scranton, Ursula couplet & Uvalda
- RTD stops
  - EB in front of AHA: bus pull out, no shelter
  - WB in front of North Middle School: no pull out, no shelter
- University Shuttle stop: bus pull out, no shelter



Character Zones



Role:
- Western gateway to campus from adjacent neighborhoods
- Celebrates arrival and reinforces campus identity
- Immediately establishes a sense of place by creating a rhythm and procession

Character
- Prominent tree canopy provides structure
- Enhanced streetscape to create immediate identity.
- Vertical elements, signage and other art reinforce sense of place.
- District furnishings and lighting reinforce continuity.

Social
- Area where users walk and bike from one area to another
- Users will include people strolling, walking, biking, and running
- Small pockets for people to sit

Social
- Area where users walk and bike from one area to another
- Users will include people strolling, walking, biking, and running
- Small pockets for people to sit

Character
- Woonerf inspired character connect adjacent plazas, greens, and open spaces
- Primary area of pedestrian prioritization
- Clustered dense tree canopy define green campus core
- Bikes share space with pedestrians

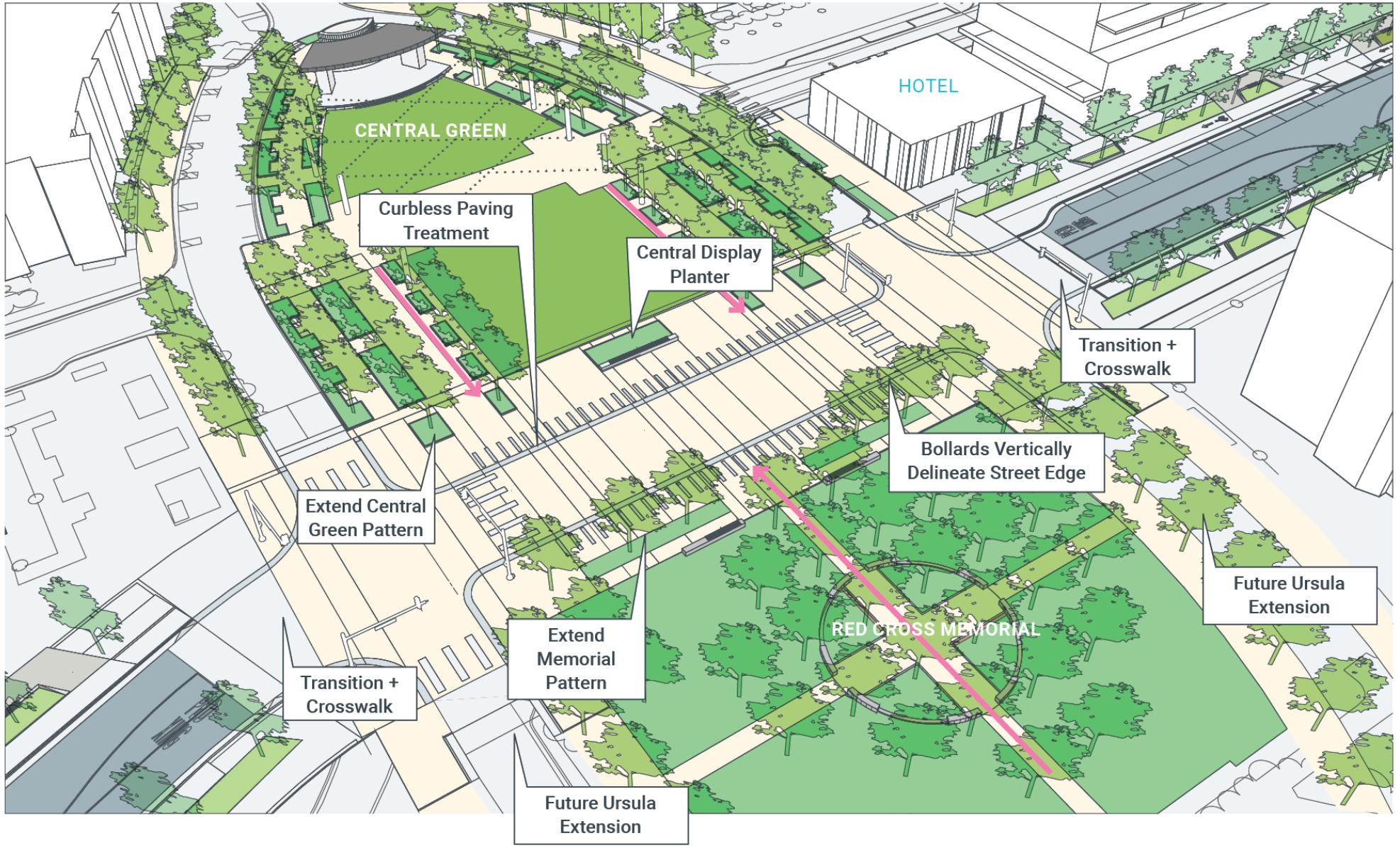
Social
- Leisurely and spontaneous interactions
- Ample space for sitting and relaxing
- Opportunities for eating & drinking
- Strolling, walking and running

Role:
- Eastern commuter gateway to campus
- Announce arrival to campus and highlight campus identity
- Public realm rhythm creates procession and establishes a sense of arrival identity

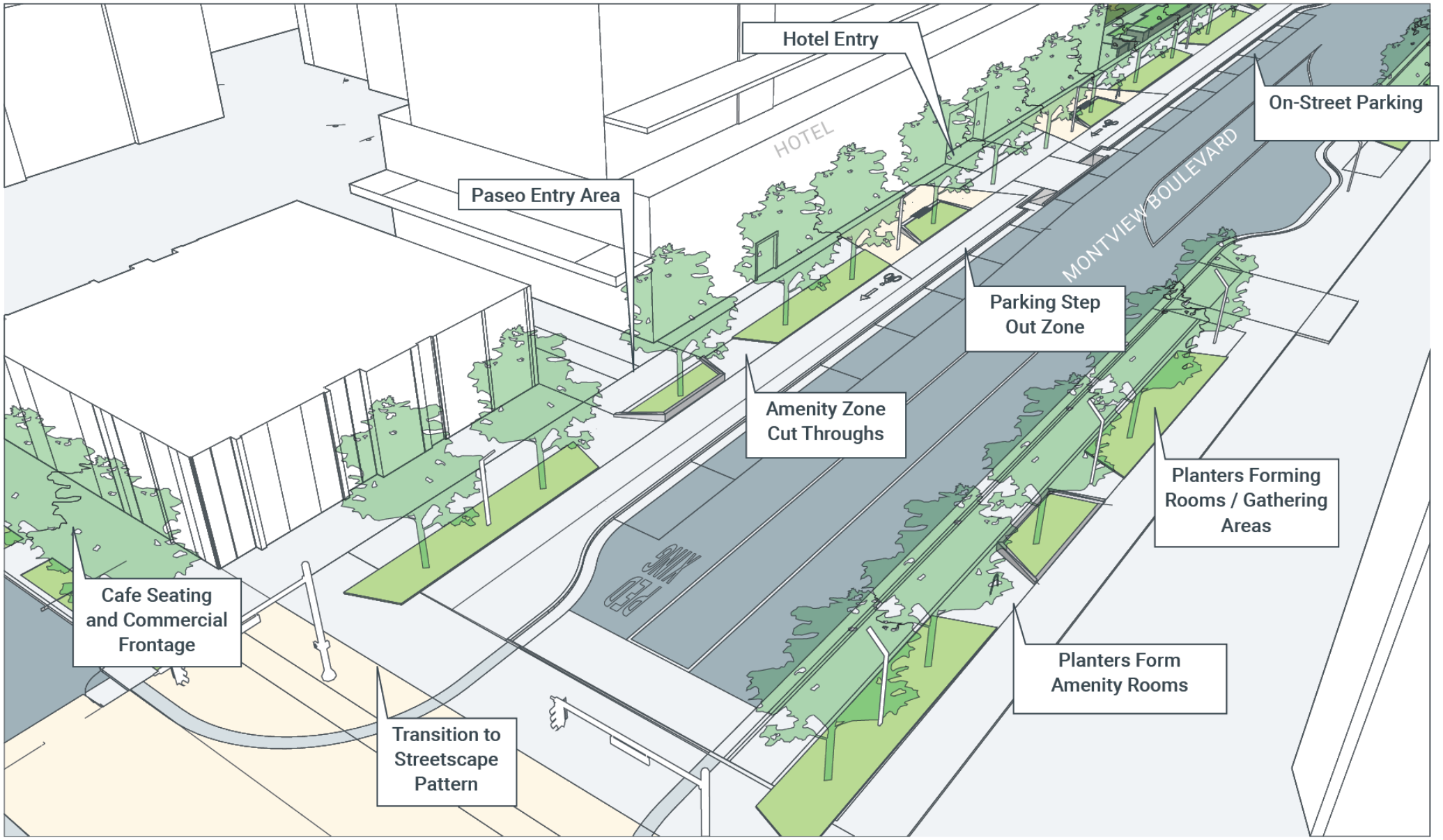
Character
- Enhanced streetscape to create visual definition and identity
- Vertical elements, signage and other art reinforce sense of place and arrival
- Continuous tree canopy and patterned understory planting provides visual definition and rhythm

Social
- Area where users walk and bike from one area to another
- Users will include people strolling, walking, biking, and running
- Small pockets for people to sit

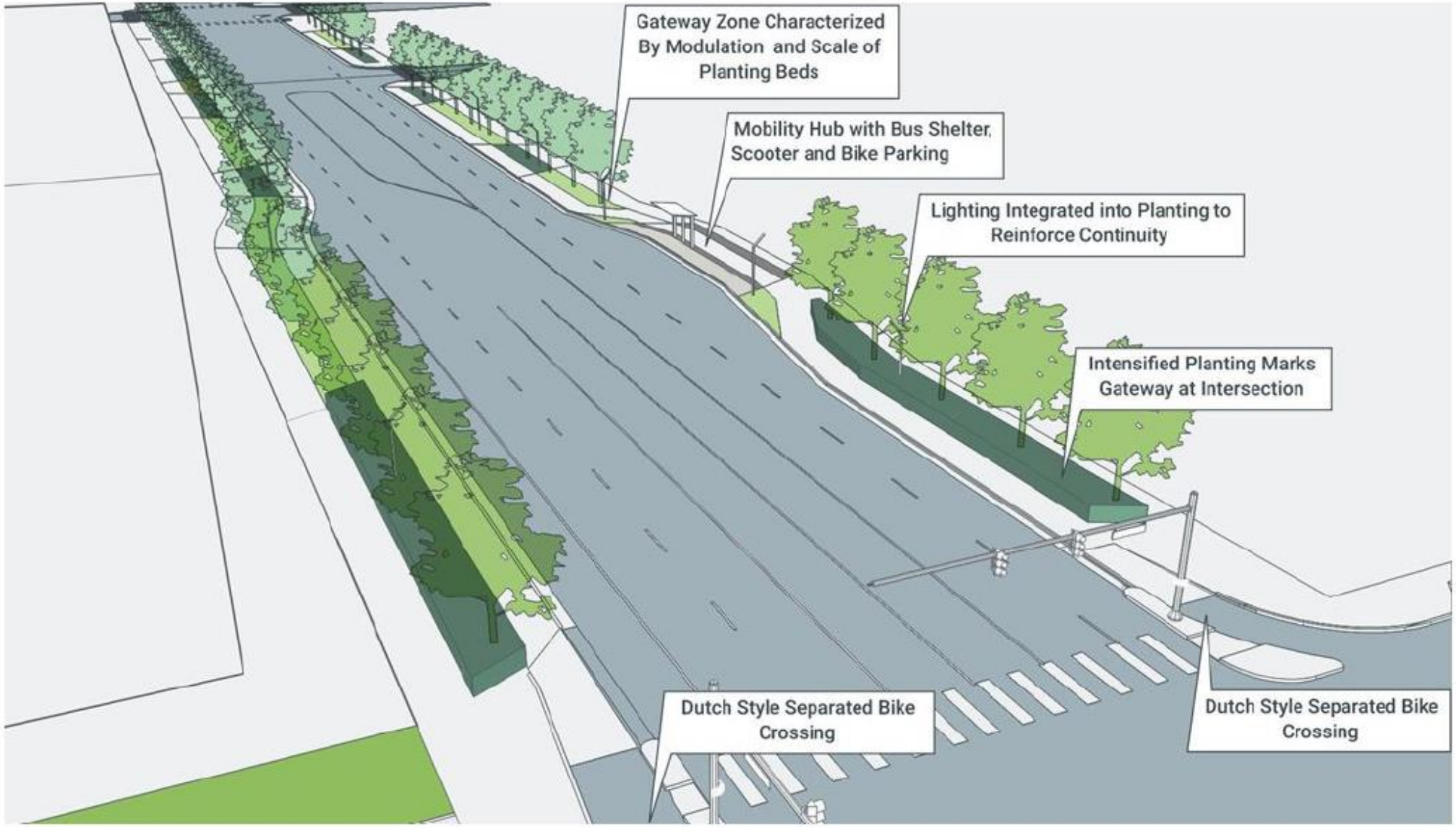
Campus Center – Central Green



Campus Center – Hotel Frontage



Gateway - Peoria



RESOLUTION NO. R2025-___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL'S DESIRE TO AUTHORIZE THE CITY MANAGER OR DESIGNEE TO APPLY FOR A GRANT ADMINISTERED BY THE COLORADO DEPARTMENT OF LOCAL AFFAIRS FOR A PROJECT LOCATED ON MONTVIEW BOULEVARD, AND OTHER RELATED MATTERS

WHEREAS, the City of Aurora, Colorado, (the "City"), is a home rule municipality, organized and existing under and by virtue of Article XX, Section 6 of the Colorado Constitution, and under Article XX, Section 6 of the Colorado Constitution, the City has authority over matters of local concern; and

WHEREAS, the United States Congress passed the Investment in Infrastructure Jobs Act (the "Act"), which was signed into law by President Biden on November 15, 2021, and the Act authorizes $1.2 trillion for transportation and infrastructure spending; and

WHEREAS, the Colorado General Assembly passed Senate Bill 22-215, creating Section 24-75-232 C.R.S., and the Infrastructure Investment and Jobs Act Cash Fund, allocating approximately Eighty Million dollars ($80,000,000.00) in the state General Fund for local match support for state agencies and local governments for the non-federal match requirements included in the Act; and

WHEREAS, the City has become aware of the opportunity to fund a local match for grant applications for projects within the City through the "Local Match Program," authorized by the Colorado Department of Local Affairs (the "DOLA"), and the City would like to apply to secure funds for a project located on Montview Boulevard; and

WHEREAS, DOLA requires that the governing body express its authorization through a resolution so City staff can proceed with the application process, and the City Council (the "Council") would like to authorize the City Manager or designee to apply for said grant opportunity; and

WHEREAS, the Council believes that applying for the grant described herein is in the best interest of the City and the citizens of Aurora.

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

Section 1. The Aurora City Council resolves as follows:

The City Manager or designee is hereby authorized to apply for the "Local Match Program" or any other associated grant or program to secure funds for any projects within the City of Aurora for which the city qualifies.

Section 2. The City Manager or designee is hereby authorized to sign the grant agreement on behalf of the City, and any and all related documents with such technical additions,

deletions and variations as may be deemed necessary or appropriate by the City Attorney, and not inconsistent with this resolution.

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

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

RESOLVED AND PASSED this _____ day of _____, 2025.

ATTEST: _____
MIKE COFFMAN, Mayor

_____
KADEE RODRIGUEZ,
City Clerk

APPROVED AS TO FORM:

PETER A. SHULTE, City Attorney

By: Hanosky Hernandez RLA
HANOSKY HERNANDEZ, Sr. Assistant City Attorney

CITY OF AURORA
Council Agenda Commentary

Item Title: Tower Church Rezone – Zoning Map Amendment
Item Initiator: Stacy Wasinger, Senior Planner, Planning and Business Development
Staff Source/Legal Source: Stacy Wasinger, Senior Planner, Planning and Business Development / Lena McClelland, Assistant City Attorney
Outside Speaker: Ruben Esqueda, Blue Ridge Atlantic Development (applicant)
Council Goal: 2012: 4.0--Create a superior quality of life for residents making the city a desirable place to live and work

COUNCIL MEETING DATES:

Study Session: N/A

Regular Meeting: 1/13/2025

2nd Regular Meeting (if applicable): 1/27/2025

Item requires a Public Hearing: ☒ Yes ☐ No

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

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

2025-01 A PUBLIC HEARING AND CONSIDERATION OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, FOR A ZONING MAP AMENDMENT TO REZONE 4.285 ACRES OF LAND TO MEDIUMDENSITY MULTI-FAMILY DISTRICT (R-3), LOCATED AT THE NORTHWEST CORNER OF EAST 22ND PLACE AND CATHAY STREET (TOWER CHURCH REZONE)
Stacy Wasinger, Senior Planner, Planning and Business Development / Lena McClelland, Assistant City Attorney

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

☐ Approve Item and Move Forward to Study Session

☐ Approve Item as Proposed at Study Session

☐ Approve Item and Move Forward to Regular Meeting

☒ Approve Item as Proposed at Regular Meeting

☐ Information Only

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

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Planning and Zoning Commission

Policy Committee Date: 12/11/2024

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

☒ Recommends Approval

☐ Does Not Recommend Approval

☐ Forwarded Without Recommendation

☐ Minutes Not Available

☒ Minutes Attached

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

The Planning and Zoning Commission heard the applicant's request for a Zoning Map Amendment in a public hearing on December 11, 2024 and voted unanimously (5-0) to recommend approval to City Council. The Planning Commission Meeting Summary is attached (see Exhibit E) and this details the discussion and Planning Commission action on this item

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

The applicant Edson Ibanez, on behalf of the property owner Living Tower Free Methodist Church, is requesting a zone change for approximately 4.285 acres from I-1 (Business/Tech District) to R-3 (Medium-Density Multifamily District). The 2018 Aurora Places Comprehensive Plan designated this area as the Established Neighborhood placetype. The property currently contains a religious institutional use, owned by Living Tower Free Methodist Church. Approximately two-thirds of the site is vacant, both east and west of the existing structure. A zone change to allow residential at this site is requested to facilitate an affordable housing development for seniors in coordination with Blue Ridge Atlantic Development. The existing church would remain and the senior housing serving households making 30-80% Area Medium Income (AMI) would be constructed on the east side of the site. The west side of the site is not currently being considered for development, but is part of this rezone application. The applicant intends to pursue Low-Income Housing Tax Credits (LIHTC) from the Colorado Housing Finance Authority (CHFA) in February 2025. After funding is obtained, a Subdivision Plat and Site Plan will be submitted for review. The concept plan submitted with the rezone application is not being reviewed or approved with this process. Per the applicant's narrative (Exhibit B) "*The vision for this site is to create an inclusive senior housing – find a home that nurtures a sense of belonging, community, and access to the amenities and resources needed to achieve their best quality of life. The mix of onsite amenities will intentionally support seniors with one-bedroom and two bedrooms units. Seniors will enjoy a passive courtyard, outdoor gardens, and gathering spaces for social engagement and wellness programming.*"

The 2018 Aurora Places Comprehensive Plan designated this area as the Established Neighborhood placetype. The Established Neighborhood placetype is consistent with the existing religious institution use, and compatible with the proposed multi-family residential zoning. The R-3 zone would be more compatible with the placetype than the I-1 zone as it would permit the primary and secondary land uses, in general. Additionally, the site can serve as a transition from the other I-1 zoned properties to the north and west, which are in the Industry Hub placetype.

The Planning and Zoning Commission recommends approval of the proposed Zoning Map Amendment because it complies with the criteria for approval found in Section 1465.4.1.C.a:

- The applicant has demonstrated that the proposed zone change is consistent with the Comprehensive Plan and Established Neighborhood placetype, and will comply with all applicable standards in the UDO;
- Future development will be consistent with the R-3 zone and compatible with the surrounding development;
- Any adverse impacts of future development, including traffic, can be mitigated; and
- The proposed zone change will not dislocate any residents or create adverse impacts that cannot be mitigated.

FISCAL IMPACT

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

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

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

N/A

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

N/A

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

N/A

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

N/A

QUESTIONS FOR COUNCIL

Does the City Council wish to approve the ordinance to amend the city of Aurora zoning map?

LEGAL COMMENTS

The City Council is the governing body of the City and has the authority to approve the Official Zoning Map and amendments to that map. (UDO §146-5.1.1.B)
The City Council shall conduct a public hearing on the application. (UDO §146-5.4.1.C.2.c)
Changes to the Zoning Map for individual parcels shall only be approved if City Council finds that the change to the Zoning Map is required because of changed conditions or circumstances on the property or the surrounding area and (a) the applicant has demonstrated that the proposed rezoning is consistent with the spirit and intent of the Comprehensive Plan, the other policies and plans adopted by the City Council, and with the purpose statement of the proposed new zone district(s); (b) the applicant has demonstrated that the size, scale, height, density, and multi-modal traffic impacts of the proposed rezoning are compatible with surrounding development or can be made compatible through approval conditions; and (c) the application demonstrates that the change in zoning will not create significant dislocations of tenants or occupants of the property, or that any impacts are outweighed by other public benefits or progress toward other Comprehensive Plan goals that would be achieved by approval of the application. (UDO §146-5.4.1.C.3.a.ii) (McClelland)



Planning and Business Development

15151 E. Alameda Parkway
Aurora CO 80012 USA
AuroraGov.org
303.739.7250
GIS@auroragov.org

Miles 0 0.05 0.1

City of Aurora, Colorado

Tower Church Rezone
Zoning Map Amendment

Case Number: 1987-2016-02
Development Application: #1019-08

11/27/2024 I:\GIS\ArcGIS_Pro_Projects\Planning\Development Review\Data Services\VicinityMap_Pro\VicinityMap_Pro_Arial.aprx

11/18/24

Stacy Wasinger, Senior Planner
City of Aurora Planning & Development Services
15151 E. Alameda Parkway, #2300
Aurora, CO 80012

RE: 18821 E 22nd Place Letter of Introduction for Rezoning Request

On behalf of Living Tower Free Methodist and Blue Ridge Atlantic Development, we are pleased to submit this zone map amendment for an approximately 4.285-acre site (see Exhibit A) at 18821 E 22nd Place in Aurora, Colorado. The site is currently zoned I-1 Business/Tech District, and we are seeking a zoning map amendment to R-3 to keep the existing church and build senior affordable housing on the eastern portion of the site which will serve folks who earn between 30%-80% of the area median income (AMI).

This zone map amendment will enable a future Senior affordable housing development that is seeking Low-Income Housing Tax Credits (LIHTC) from the Colorado Housing Finance Authority (CHFA) in February 2025. To have a competitive CHFA application, the development will need to have the proposed zoning in place. Once the credits are awarded, the development team will move forward with a site plan and subdivision plat application to the city.

The vision for this site is to create an inclusive senior housing – find a home that nurtures a sense of belonging, community, and access to the amenities and resources needed to achieve their best quality of life. The mix of onsite amenities will intentionally support seniors with one-bedroom and two bedrooms units. Seniors will enjoy a passive courtyard, outdoor gardens, and gathering spaces for social engagement and wellness programming.

According to the Aurora Places Comprehensive Plan, the site is identified as Established Neighborhood Place type (p.25) which is characterized by predominately residential areas of various densities (including multifamily residential) (p. 40). This zone map amendment conforms with the Established Neighborhood Place type.

This request furthers the Community Principles (p.87) articulated in the Aurora Places Comprehensive Plan through the following:

- **A Strong Economy.** This development will allow seniors, one of our most vulnerable residents by providing affordable housing, in a infill location.

- **A Diverse and Equitable City.** Providing affordable housing serving senior residents earning between 30%-80% of the AMI results in an inclusive city, by providing a variety of housing options for people with diverse backgrounds, with the opportunity to reside in Aurora and thrive.

  Housing for All. According to Aurora Places “The lack of affordable housing options for low-income families, particularly for renters, must be addressed (p. 20).” Furthermore, “Affordable

housing should be located at accessible places such as at transit stations and close to job centers (p. 20)." The land is owned by Living Tower Free Methodist and the future land use will align with their mission, which is to be an affordable housing partner by creating infrastructure for one of our most vulnerable population.

- **A Healthy Community.** This site will provide safe pedestrian circulation with sidewalks that comply with City of Aurora standards.

- **A Thriving Environment**. This future senior affordable housing community will be designed around one central courtyards that provide ample outdoor space for seniors to enjoy, and for future residents to recreate along with passive spaces for contemplation and relaxation.

- **An Authentic Aurora**. This principle states the creation of great places. We believe that this new affordable senior multifamily community will be a great place and improve the lives of residents and provide housing options.

Conformance with Rezoning Criteria (UDO 146-5.4.1.C.3)

This rezoning request substantially complies with the rezoning criteria per UDO 146-5.4.1.C.3 in that the change is required because of changed conditions or circumstances on the property or in the surrounding area.

This changed to R-3 is required because of "changed conditions" as it will allow for housing options that are affordable for seniors. The requested zone change will keep the existing church and build senior affordable housing on the eastern portion of the site which will serve folks who earn between 30%-80% of the area median income (AMI). This zone map amendment will enable a future Senior affordable housing development that is seeking Low-Income Housing Tax Credits (LIHTC) from the Colorado Housing Finance Authority (CHFA).

a. The applicant has demonstrated that the proposed rezoning is consistent with the spirt and intent of the Comprehensive Plan, with other policies and plans adopted by City Council, and the with the purpose statement of the proposed new zone district:

   This zone map amendment request is for an approximately 4.2-acre site located at 18821 E 22nd Place, to be rezoned from I-1 to R-3 to build Senior affordable housing on portions of church property which are underutilized. The church will remain and will be a housing partner for this development. The future development proposal for this site is to develop income-restricted housing for seniors earning between 30%-80% of the area median income (AMI).

   The site has access to several RTD bus routes along Tower Road next to 22nd Place which have connections to RTD commuter A rail line.

   According to the Aurora Places Comprehensive Plan, the site is identified as Established Neighborhood Place type (p.25) which is characterized by predominately residential areas of various densities (including multifamily residential) (p. 40). This zone map amendment conforms with the Established Neighborhood Place type.

The Aurora Places Comprehensive Plan frequently discusses the need for affordable housing, including:

- High-quality housing options enable people across all socioeconomic levels, cultural practices, and stages of life to establish and manage households (p.2)

- By expanding the types of housing and neighborhoods that Aurora offers, the city can better meet the diverse preferences and needs of residents across the income spectrum (p.10)"

- The majority of renters in Aurora are burdened by high housing costs (p. 10)

- Housing for low-income households is in demand in Aurora. Currently, Aurora has an insufficient number of rental properties that low-income households can afford without experiencing a cost burden (p.11).

The site is in an infill site, where there is existing infrastructure that will adequately serve the site, supporting the redevelopment and reinvestment principle identified in the Aurora Places Comprehensive Plan (p.57). Additionally, rezoning the site will also advance the policies and recommendations provided in the Aurora Housing Strategy, 2020. To accommodate projected employment growth, the city will need to increase the pace of residential development across the price spectrum, which includes affordable rental products. Aurora is growing and is approximately 1,000 units short of housing for new workers (p.2). Aurora is positioned to capture a larger share of workers due to Anschutz Medical Center and Denver International Airport being some of the metro area's largest employers. With current housing interest rates, homeownership is becoming difficult and expanding the need for affordable rental housing. According to the Aurora Housing Strategy, 2020 "to accommodate projected employment growth, the city will need to increase the pace of residential development across the price spectrum (p.6)" Additionally, "Aurora's success in attracting residential development has been an important factor in creating income, racial and ethnic and household diversity in the city. As households and their preferences change, so does the need for diverse housing options. There are strong housing demands at all levels on the income spectrum…and a growing desire for dynamic urban neighborhoods (p.8)." While Aurora has historically been one of the most affordable communities for homebuying in the metro area, the ability of renters to attain homeownership has declined significantly in recent years due to the 71% increase in home values, which is twice as much as the increase in renter income and median rent (p.3).

This zoning map amendment will enable the land to develop with affordable housing units for cost-burdened individuals and families earning between 30%-80% of the AMI.

b. <u>The applicant has demonstrated that the size, scale, height, density, and multi-modal traffic impacts of the proposed rezoning are compatible with surrounding development</u>.

   This zone map amendment to R-3 medium-density multifamily conforms to the Established Neighborhood Place type in the Aurora Places Comprehensive Plan. Adjacent properties are zoned I-1 to the north and west, R-3 to the south and R-1 to the east. Adjacent land uses include industrial and single-family housing. The requested zone district aligns with the residential nature of the neighborhood. This zone map amendment will enable the land to develop a new affordable senior housing community. All future development will comply with the Aurora Unified Development Ordinance.

c. <u>The application demonstrates that the change in zoning will not create significant dislocations of tenants or occupants of the property or that any impacts are outweighed by other public benefits or progress toward other Comprehensive Plan goals that would be achieved by approval of the application.</u>

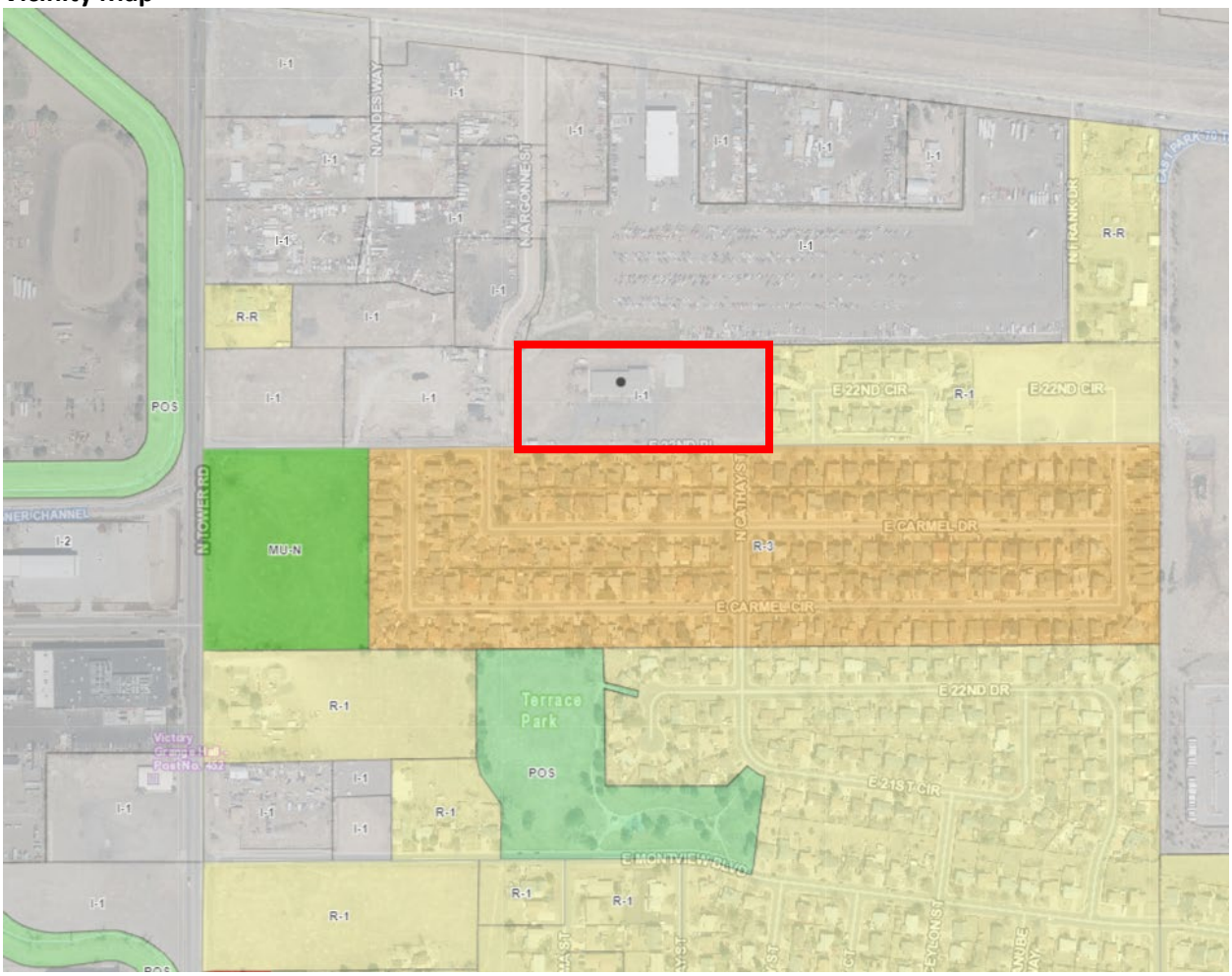
The proposed zone change will not have any dislocation of tenants or adverse impacts on surrounding properties because the use will be compatible. The property is currently occupied by a church, but most of the site is underutilized and vacant; therefore, no dislocation of tenants or occupants is anticipated. The impacts of future development because of this zoning map amendment are compatible with surrounding zoning. We believe that this zone map amendment request complies with the City of Aurora's criteria and furthers the vison set forth in the Aurora Places Comprehensive Plan.

We believe that this zone map amendment request complies with the City of Aurora's criteria and furthers the vison set forth in the Aurora Places Comprehensive Plan.

We greatly appreciate your consideration of our request.

Sincerely,
Edson Ibañez

Vicinity Map



COMMUNITY OUTREACH

Living Tower Free Methodist and Blue Ridge Atlantic Development recognizes the importance of engaging neighbors and community members to understand perspectives and gather feedback. Prior to submittal of the rezoning application, we conducted a public meeting with nearby residents on September 18th. This process included an in-person meeting. There was a total of 15 individuals who attending the meeting. The meeting discussed the rezoning process, project timeline, overall project, and church involvement. On September 16, the applicant team met with Councilman Steve Sunberg to discuss the proposed project, outreach, and LIHTC schedule. A list of the feedback received from the community follows.

On Saturday, November 16, the applicant team went door knocking to the abutting neighbors to the east to discuss any concerns, project schedule, and development plan. Those residents/property owners that did not answer where left with a letter explaining who to contact for questions, comments, or concerns.

Community Support is below:

September 18th, 2024

Dear Aurora City Council and Planning Commission,

We are writing to express our support for the proposed rezoning at 18821 E 22nd Place from I-1 to R-3 to construct senior affordable housing.

This rezoning should be approved for the following reasons:

1. It is consistent with the recommendations in Aurora Places Comprehensive Plan.
2. The rezoning is consistent with the surrounding residential context.
3. The property owner and developer, Living Tower Free Methodist and Blue Ridge Atlantic Development, have done additional community outreach and engagement which reflects community feedback.
4. This rezoning would facilitate the creation of senior affordable housing.

For these reasons, we urge City Council to approve this rezoning application.

Sincerely,

Name	Signature	Address
Ebenezer Appiagyei	Ebenezer Appiagyei	1225 S. Zeno Cir. Aurora 800
Jackie Newnam	Jackie Newnam	1612 Biscay Cir Aurora 80011
Larry & Renee Hill	Larry & Renee Hill	19025 E 22nd Circle #603 Aurora 8001
Carol Swank	Carol Swank	14102 E. Linvale Pl 80014
LaDora Davis	LaDora D Davis	1700 Andes St - Aurora 80011
Ray Stranske	Ray Stranske	1660 S. Quivas St. Denver 027
Heidi Higman	Heidi Higman	17227 Argyle st aurora Co
Kathy Hadduck	Kathy Hadduck	19775 E. Atlantic Dr., Unit B Aurora CO 80013
Thomas Hadduck	Thomas Hadduck	19775 E. Atlantic Dr., Unit B Aurora CO 80013
Surendra Sunkari		4500 S Monaco St, Apt 731 DE 803
Jennifer Jayaraj	Jennifer	4500S Monaco St, Apt 731 DE 8023

Nov, 30, 2024

Dear Sirs,

As a neighbor of the Living Tower church area, I agree with the new land use proposal.

First, it is compatibe with the neighboring landuse.

Second, it fits with the design of the exsisting community and a perfect in fill for the vacant lot.

Finally, it will be an all inclusive contribution to the diversity of the neighborhood and community.

Janell Hetrick

Jackie Newnam
Resident near Living Tower Church
Aurora CO 80011

November 21, 2024

To the Aurora Planning Commission and City Council,

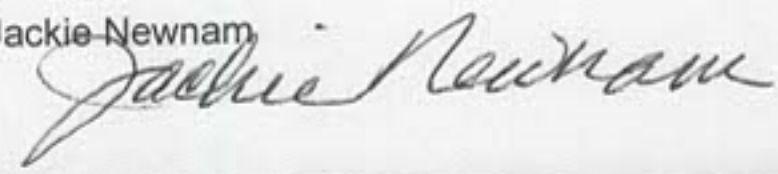
I am writing to support Living Tower Church's rezoning request. As a neighbor and community member, I believe this project to create affordable senior housing will address an important need in our community while enhancing the neighborhood.

Living Tower Church has been a long-standing pillar of our community, offering consistent support and resources to those in need. Their dedication to serving others makes them well-suited to serve this population.

I urge you to approve their request and support this meaningful initiative.

Thank you for your consideration.

Sincerely,
Jackie Newnam



Nov. 24, 2024

To the Aurora Planning Commission and City Council,

I am writing to support Living Tower Church's rezoning request. As a neighbor and community member, I believe this project to create affordable senior housing will address an important need in our community while enhancing the neighborhood.

Living Tower Church has been a long-standing pillar of our community, offering consistent support and resources to those in need. Their dedication to serving others makes them well-suited to serve this population.

I urge you to approve their request and support this meaningful initiative.

Thank you for your consideration.

Sincerely,

Saulora D Davis
1700 Andes St
Aurora, Co 80011

Date: 11/23/24

To the Aurora Planning Commission and City Council,

I am writing to support Living Tower Church's rezoning request. As a neighbor and community member, I believe this project to create affordable, senior housing will address an important need in our community while enhancing the neighborhood.

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Thank you for your consideration.

Sincerely,

Barbara Reimers

Barbara Reimers 19063 E 22nd Cir Aurora Co 80011

Date: 11/23/24

Renee Hill
19025 E 22nd Circle
Aurora, CO 80011

To the Aurora Planning Commission and City Council,

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I urge you to approve their request and support this meaningful initiative.

Thank you for your consideration.

Sincerely,

Date: 11-23, 2024

Chuang-Jones
19053 22nd Circle
Aurora, CO 80011

To the Aurora Planning Commission and City Council,

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Thank you for your consideration.

Sincerely,

Chuang Jones

Date: 23 NOV 2024

Rev. Kenneth N. Jones
19053 E. 22nd circle
Aurora, CO 80011

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Thank you for your consideration.

Sincerely,

Rev. Kenneth N. Jones

12-9-24

GUY CLUTTERBUCK
18872 E. CARMEL DR.

To the Aurora Planning Commission and City Council,

I am writing to support Living Tower Church's rezoning request. As a neighbor and community member, I believe this project to create affordable senior housing will address an important need in our community while enhancing the neighborhood.

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Thank you for your consideration.

Sincerely,

Guy R Clutterbuck

Date: 12/8/24

Kim Snyder
Resident near Living Tower Church

To the Aurora Planning Commission and City Council,

I am writing to support Living Tower Church's rezoning request. As a neighbor and community member, I believe this project to create affordable, senior housing will address an important need in our community while enhancing the neighborhood.

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I urge you to approve their request and support this meaningful initiative.

Thank you for your consideration.

Sincerely,

Kim Snyder

Date: 12-9-24

Viola Clutterbuck
18872 E Carmel Dr
Aurora, CO 80011

To the Aurora Planning Commission and City Council,

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I urge you to approve their request and support this meaningful initiative.

Thank you for your consideration.

Sincerely, Viola Clutterbuck

18862 East Carmel DR

12/10/2024

Kiley Gorman

To the Aurora Planning Commission and City Council,

I am writing to support Living Tower Church's rezoning request. As a neighbor and community member, I believe this project to create affordable senior housing will address an important need in our community while enhancing the neighborhood.

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Thank you for your consideration.

Sincerely,



12-10-24

Kashala Wright
Resident of Tower Triangle

To the Aurora Planning Commission and City Council,

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Sincerely,

12-10-24

Terry C Johnson
Resident of Tower Triangle

To the Aurora Planning Commission and City Council,

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Sincerely,

Terry C Johnson

Brieona Kay
resident of tower triangle

12/10/24

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I urge you to approve their request and support this meaningful initiative.

Thank you for your consideration.

Sincerely,

Deborah K. Bastek 12/10/24
18871 E Carmel Dr.
Aurora CO 80011

To the Aurora Planning Commission and City Council,

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Sincerely,

Deborah K Bastek

18871 E. Carmel Dr.
Aurora Co. 80011

12-10-24

Michael Bastek

To the Aurora Planning Commission and City Council,

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Thank you for your consideration.

Sincerely,

Arturo Arellano
12-9-24
Resident of Tower Triangle

To the Aurora Planning Commission and City Council,

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Thank you for your consideration.

Sincerely,

12/9/2024

Shelby Arellano Clutterbuck

To the Aurora Planning Commission and City Council,

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Thank you for your consideration.

Sincerely, Resident of Tower Triangle

Shelby Arellano Clutterbuck

12/09/24

Damita Morgan 18964 E. Carmel Dr

To the Aurora Planning Commission and City Council,

I am writing to support Living Tower Church's rezoning request. As a neighbor and community member, I believe this project to create affordable senior housing will address an important need in our community while enhancing the neighborhood.

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Thank you for your consideration.

Sincerely, Damita Morgan

12/09/24
James L. Morgan
18964 E. Carmel DR

To the Aurora Planning Commission and City Council,

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I urge you to approve their request and support this meaningful initiative.

Thank you for your consideration.

Sincerely, James Morgan

From: no-reply@chfainfo.com
To: christine.burbidge@sbclarkinc.com
Subject: The LOI received for Living Tower Senior Living (2025 Letter of Intent Federal 9% and State Tax Credit) has been completed.
Date: Tuesday, November 26, 2024 4:12:48 PM

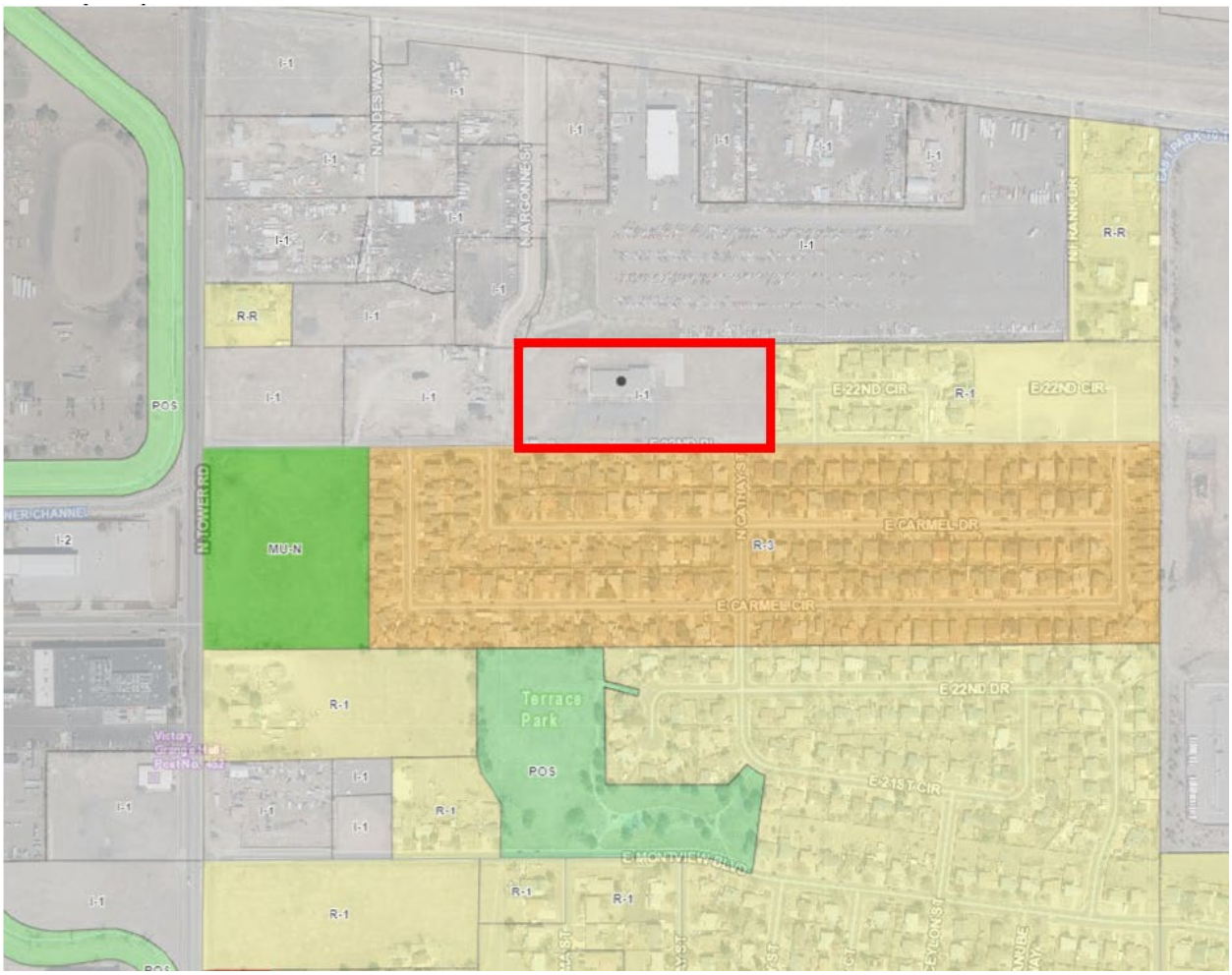
The LOI for Living Tower Senior Living has been processed and marked complete.

Notes from CHFA staff: Thank you for your LOI.

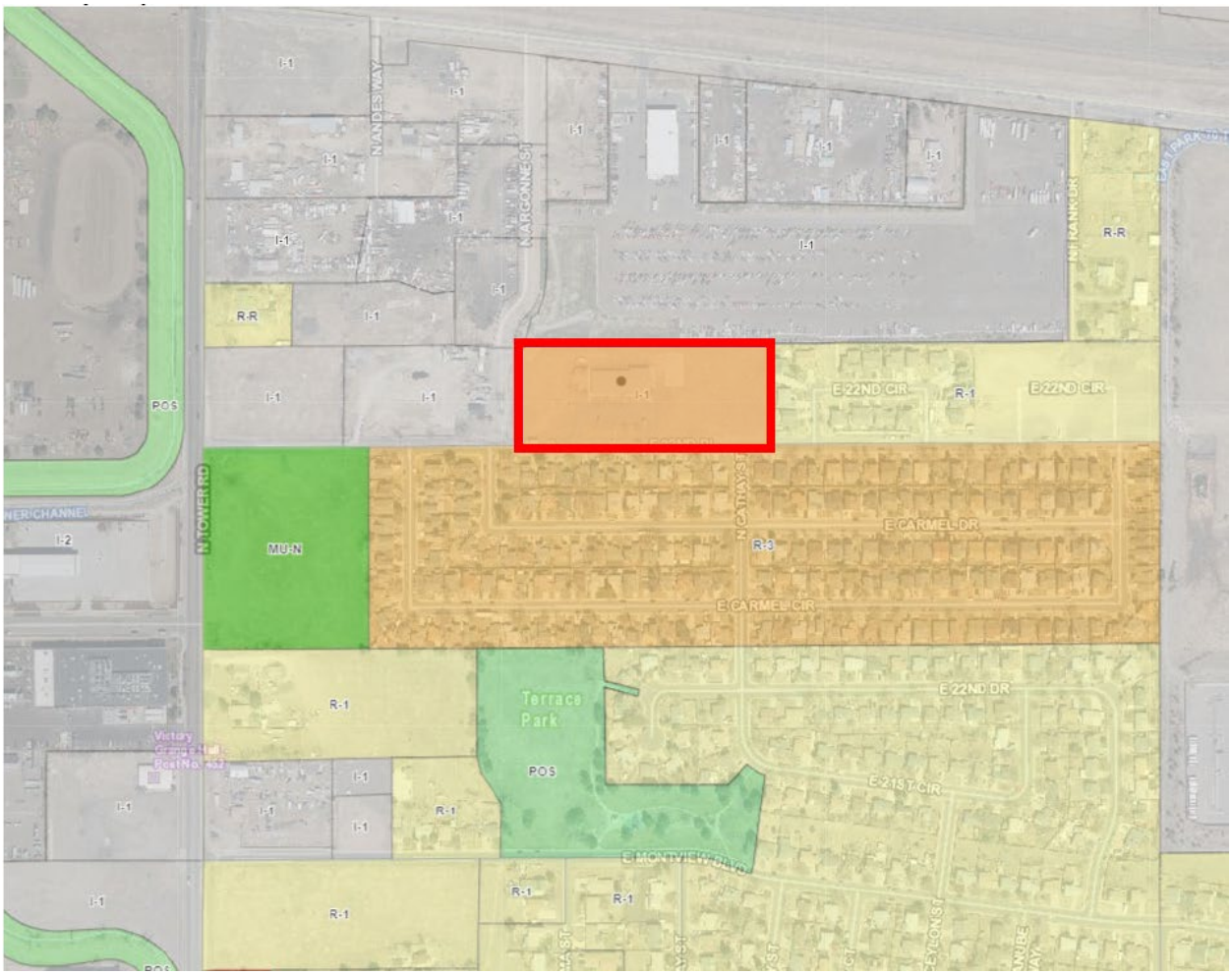
Colorado Housing and Finance Authority (CHFA)
Community Development
800.877.chfa (2432)
www.chfainfo.com/rental-housing/housing-credit

CONFIDENTIALITY. This email and any attachments are confidential, except where the email states it can be disclosed; it may also be privileged. If received in error, please do not disclose the contents to anyone, but notify the sender by return email and delete this email (and any attachments) from your system.

Current Zoning for 18821 E. 22nd Place: Business/Tech District (I-1)



Proposed Zoning for 18821 E. 22nd Place: Medium Density Multi-Family (R-3)



LEGAL DESCRIPTION
EXHIBIT A
SHEET 1 OF 2

LEGAL DESCRIPTION:
A PARCEL OF LAND SITUATED IN THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF AURORA COUNTY OF ADAMS, STATE OF COLORADO, ALSO BEING A PORTION OF LANDS DESCRIBED AT RECEPTION NO. 1987020771405, FILED IN THE ADAMS COUNTY CLERK AND RECORDER'S OFFICE, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 34 FROM WHICH THE WEST QUARTER CORNER OF SAID SECTION 34 BEARS S00°07'39"W A DISTANCE OF 2648.35 FEET; THENCE S32°33'14"E A DISTANCE OF 1466.76 FEET TO THE NORTHWEST CORNER OF SAID LANDS, SAID POINT BEING THE POINT OF BEGINNING; THENCE N89°37'35"E A DISTANCE OF 762.09 FEET; THENCE S00°07'13"W A DISTANCE OF 245.01 FEET; THENCE S89°37'35"W A DISTANCE OF 762.12 FEET; THENCE N00°07'39"E A DISTANCE OF 245.01 FEET TO THE POINT OF BEGINNING.

CONTAINING 186,717 SQUARE FEET, (4.286 ACRES) MORE OR LESS.

ALL LINEAL DISTANCES ARE REPRESENTED IN U.S. SURVEY FEET.

ILLUSTRATION ATTACHED AND MADE A PART HEREOF.

I, THE UNDERSIGNED, A REGISTERED LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THIS EXHIBIT WAS PREPARED BY ME OR UNDER MY SUPERVISION AND IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE.

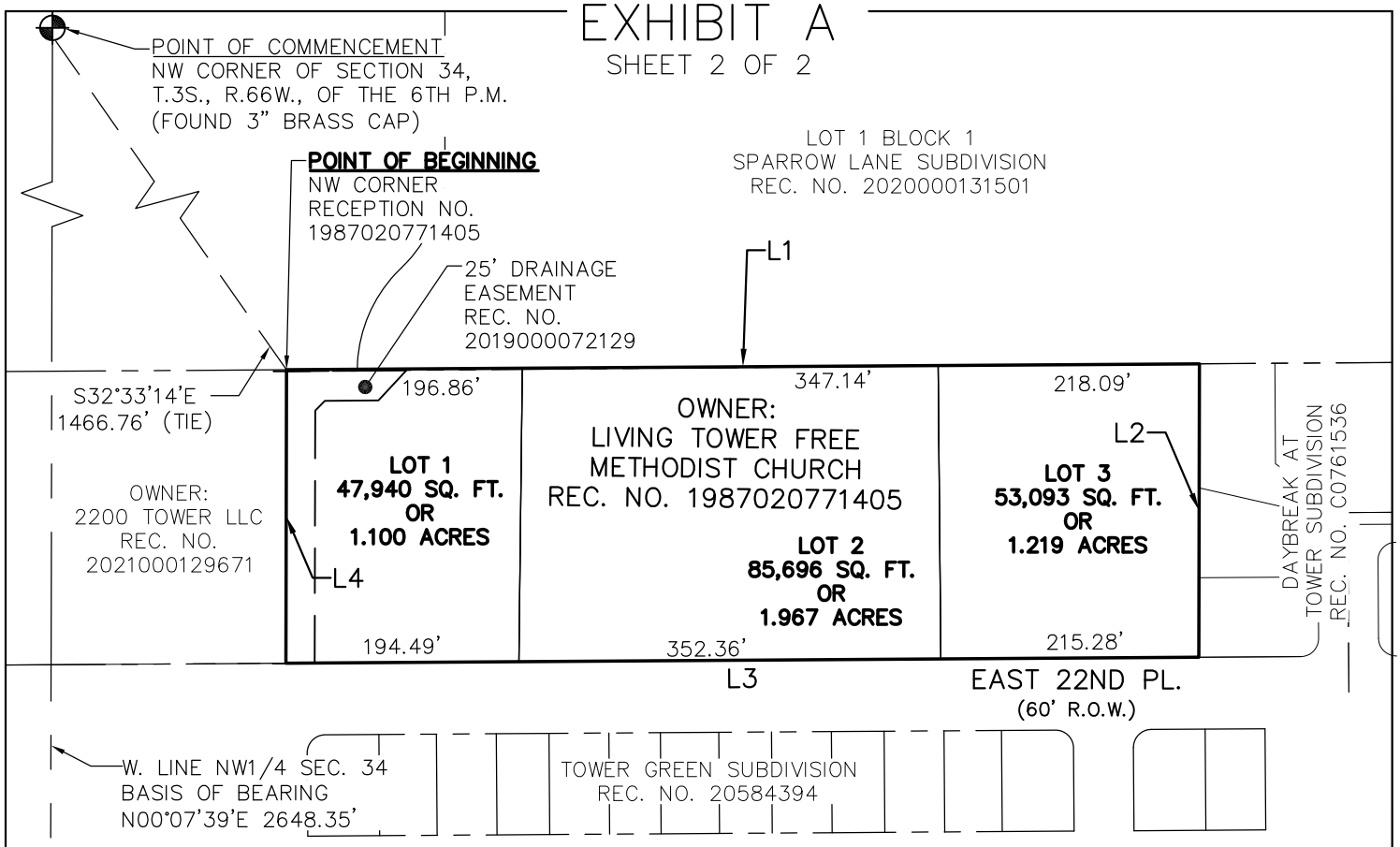


RICHARD J. MOYA, P.L.S. 38831
FOR AND ON BEHALF OF
PRECISION SURVEY & MAPPING, INC.

ILLUSTRATION FOR

EXHIBIT A

SHEET 2 OF 2



LINE TABLE		
NO.	BEARING	DISTANCE
L1	N89°37'35"E	762.09'
L2	S00°07'13"W	245.01'
L3	S89°37'35"W	762.12'
L4	N00°07'39"E	245.01'

COLORADO LICENSED
RICHARD J. MOYA
38831
09/26/24
PROFESSIONAL LAND SURVEYOR

N

150 0 75 150

1 inch = 150 ft.

THE ABOVE DESCRIBED PARCEL CONTAINS 186,717 SQUARE FEET (4.286 ACRES) MORE OR LESS.

CITY OF AURORA, COLORADO

DRAWN BY:	SCALE:	R.O.W. FILE NUMBER
AS	1"=150'	
CHECKED BY:	DATE:	JOB NUMBER:
RM	09-26-24	R13708

A PARCEL OF LAND SITUATED IN THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ARAPAHOE, STATE OF COLORADO

Planning and Zoning Commission
DRAFT MINUTES
December 11, 2024

8a. TOWER CHURCH REZONE – ZONING MAP AMENDMENT

The applicant Edson Ibanez, on behalf of the property owner Living Tower Free Methodist Church, is requesting a zone change for approximately 4.285 acres from I-1 (Business/Tech District) to R-3 (Medium-Density Multi-family District). A zone change to allow residential at this site is requested to facilitate an affordable housing development for seniors in coordination with Blue Ridge Atlantic Development. The existing church would remain and the senior housing serving households making 30-80% Area Medium Income (AMI) would be constructed on the east side of the site. The west side of the site is not currently being considered for development but is part of this rezoning application. The applicant intends to pursue Low-Income Housing Tax Credits (LIHTC) from the Colorado Housing Finance Authority (CHFA) in February 2025. After funding is obtained, a Subdivision Plat and Site Plan will be submitted for review. The concept plan submitted with the rezoning application is not being reviewed or approved with this process. Per the applicant's narrative (Exhibit B) "*The vision for this site is to create an inclusive senior housing – find a home that nurtures a sense of belonging, community, and access to the amenities and resources needed to achieve their best quality of life. The mix of onsite amenities will intentionally support seniors with one-bedroom and two-bedroom units. Seniors will enjoy a passive courtyard, outdoor gardens, and gathering spaces for social engagement and wellness programming*."

Twenty-five (25) adjacent property owners and eight (8) registered neighborhood organizations were notified of the application. No written comments have been received as of the date of this report. Staff received one phone call from an abutting property owner who expressed concern over a new building blocking views.

A neighborhood meeting was not held specifically for the rezoning application, but the applicant did conduct a meeting on September 18, 2024, prior to the application.

Testimony Given at the Hearing:
Commissioners Banka, Hogan, Jetchick, and Walls visited the site.

Stacy Wasinger, Case Manager, gave a presentation of the item, including the staff recommendation.

Commissioner Banka asked if the product would be for rent or for sale.

Edson Ibanez, Tower Church, 18821 E 22nd Place, Aurora, CO, the applicant responded they would be for rent.

Commission Hogan asked if the applicant plans to own and manage this as a separate arm of the church or if it will be turned over to another entity once it is constructed.

Ruben Esqueda, Blue Ridge Atlantic, 1707 W Northwest Highway, Suite 100, Grapevine, TX, representing the applicant answered that Blue Ridge Atlantic will remain the owner and manager of the property for at least 15 years with the church being an ongoing affiliate of the project. Commissioner Hogan asked if Blue Ridge Atlantic operates other products of this type in the Denver metropolitan area or the state of Colorado.

R Esqueda responded this would be their first project in the State of Colorado but have collaborated with other churches in other areas and have built at least 1,000 units like what will be built here.

Jessica Dominguez, Love Thy Neighbor, 18821 E 22nd Place, Aurora, CO, was available for questions.

Planning Commission Results
AGENDA ITEM 8a – ZONING MAP AMENDMENT

A MOTION WAS MADE BY COMMISSIONER JETCHICK AND SECONDED BY COMMISSIONER BANKA.

RECOMMEND APPROVAL OF THE ZONING MAP AMENDMENT OF 4.285 ACRES FROM BUSINESS/TECH DISTRICT (I-1) TO MEDIUM-DENSITY MULTIFAMILY DISTRICT (R-3) TO CITY COUNCIL BECAUSE THE PROPOSAL COMPLIES WITH THE REQUIREMENTS OF CODE 146-5.4.1.C.3 OF THE UNIFIED DEVELOPMENT ORDINANCE FOR THE FOLLOWING REASONS:

1. THE APPLICANT HAS DEMONSTRATED THAT THE PROPOSED ZONE CHANGE IS CONSISTENT WITH THE COMPREHENSIVE PLAN AND ESTABLISHED NEIGHBORHOOD PLACETYPE, AND WILL COMPLY WITH ALL APPLICABLE STANDARDS IN THE UDO;
2. FUTURE DEVELOPMENT WILL BE CONSISTENT WITH THE R-3 ZONE AND COMPATIBLE WITH THE SURROUNDING DEVELOPMENT;
3. ANY ADVERSE IMPACTS OF FUTURE DEVELOPMENT, INCLUDING TRAFFIC, CAN BE MITIGATED; AND
4. THE PROPOSED ZONE CHANGE WILL NOT DISLOCATE ANY RESIDENTS OR CREATE ADVERSE IMPACTS THAT CANNOT BE MITIGATED.

Further Discussion:
No further discussion occurred.

MOTION PASSED UNANIMOUSLY.

TOWER CHURCH REZONE
ZONING MAP AMENDMENT

EXHIBIT F

Project No: DA-1019-08

Public Hearing

City Council Public Hearing

January 13, 2025

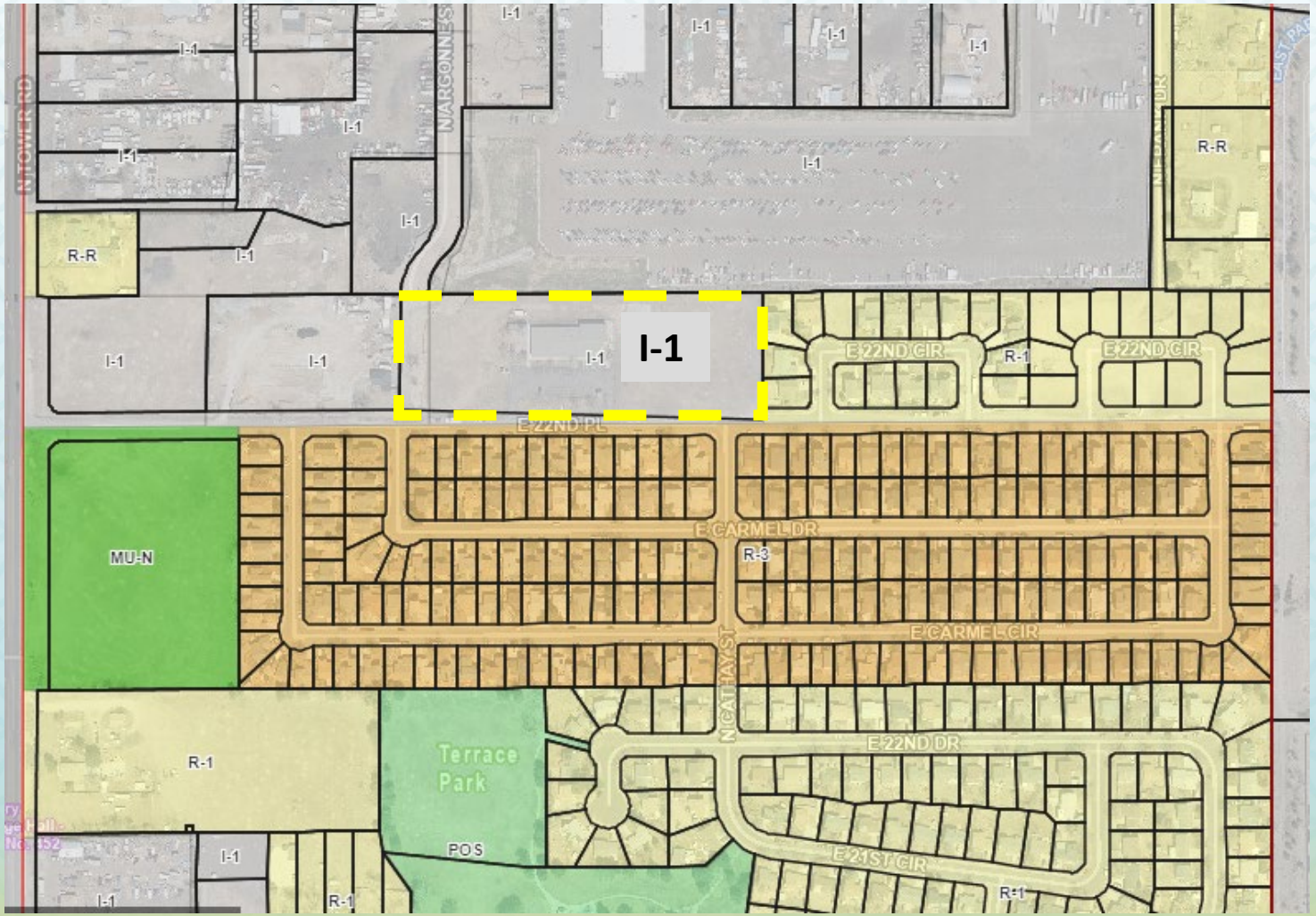
VICINITY MAP

EXHIBIT F



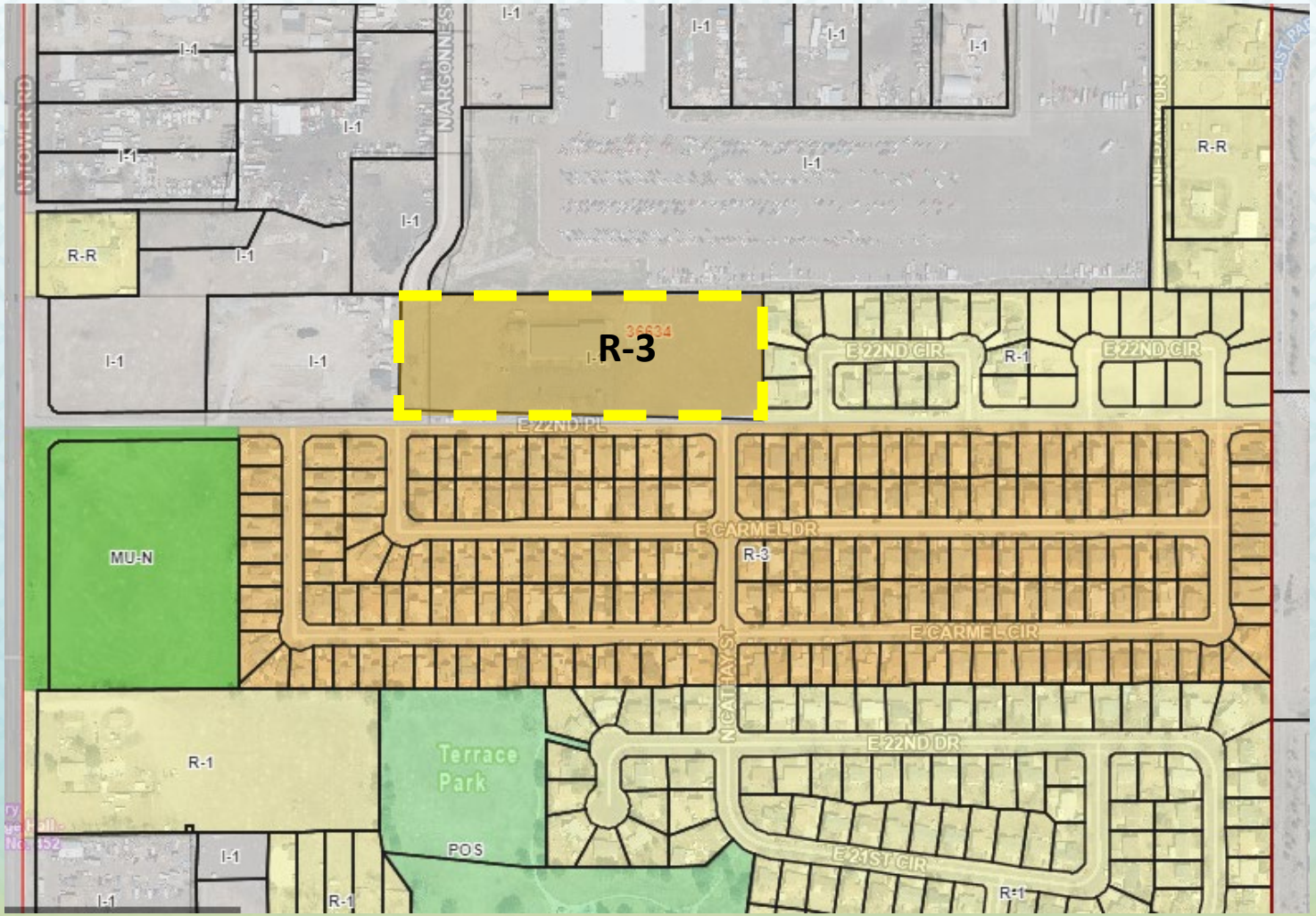
ZONING MAP

EXHIBIT F

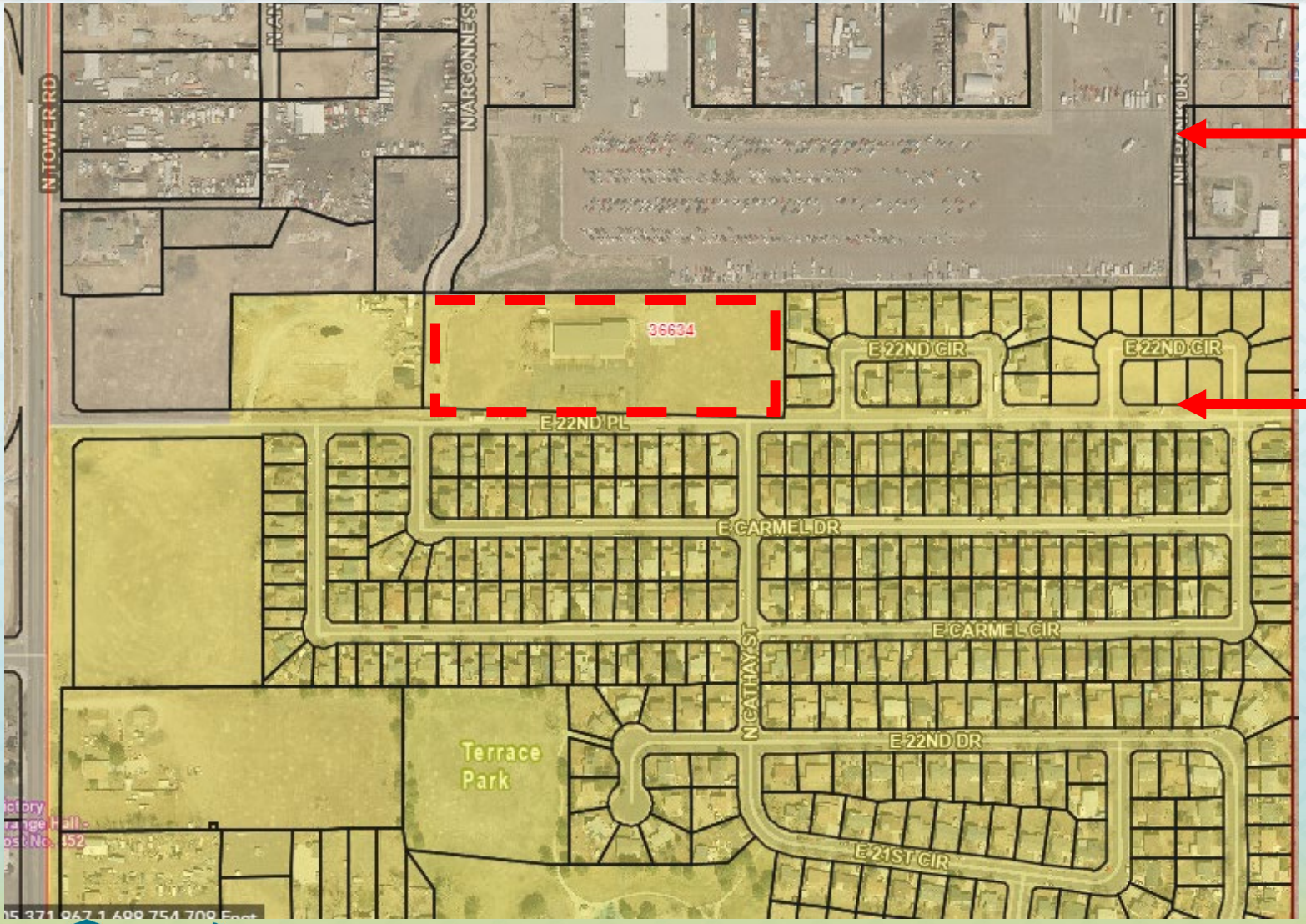


ZONING MAP – PROPOSED ZONING

EXHIBIT F



PLACETYPE MAP



Industry Hub

Established Neighborhood

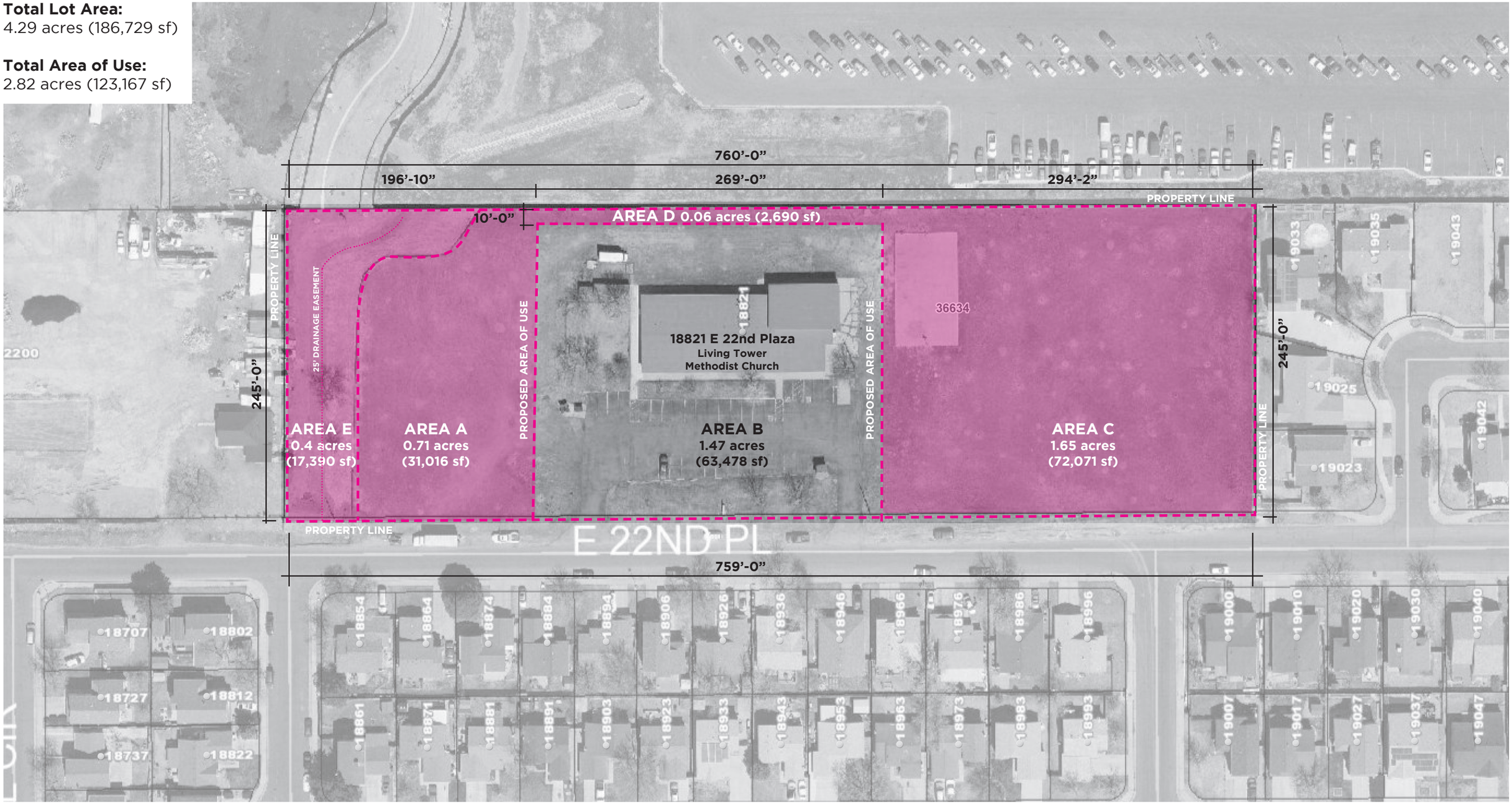
Blue Ridge Atlantic
Aurora Colorado Apartments

SITE EXHIBIT + MASSING DEVELOPMENT | 2024.12.05

Proposed Site Boundaries

Total Lot Area:
4.29 acres (186,729 sf)

Total Area of Use:
2.82 acres (123,167 sf)



SITE PLAN | NTS N

Architectural Precedent | Historic Aurora

Elements | *Characteristics*

Pitched Roof

Gables Oriented to Street / Entrance

Covered Entrance

Wrapping Porch / Patio

Horizontal Banding / Articulation











Architectural Precedent | Contemporary

Elements | *Goals*

Connection and Community

Warmth of Materials

Comfort

Simplicity of Form











Architectural Precedent | Interiors

Elements | *Characteristics*

Natural Light

Warmth of Materials

Visibility / Privacy

Inviting / Comfortable









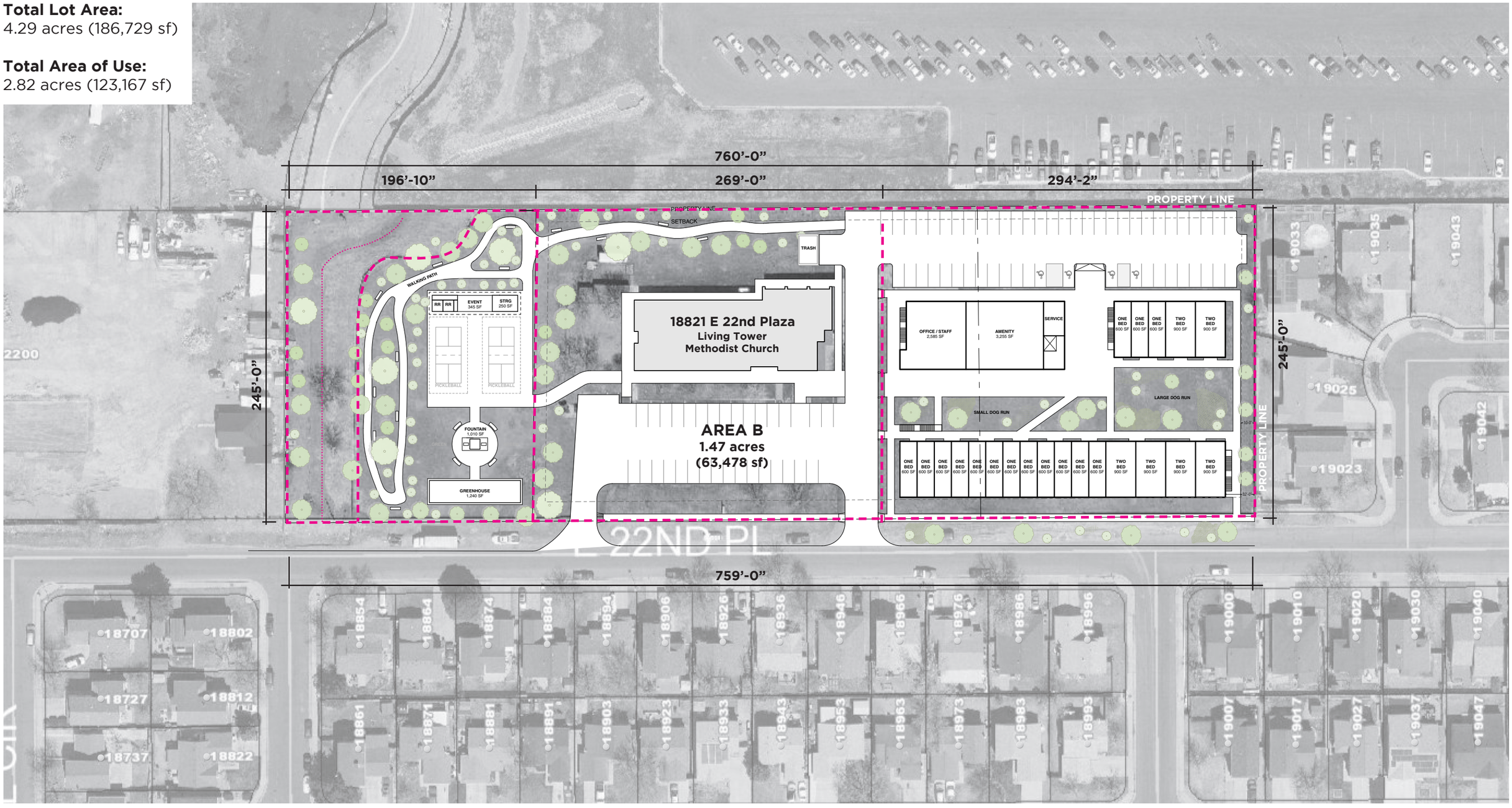


SITE EXHIBIT + MASSING DEVELOPMENT

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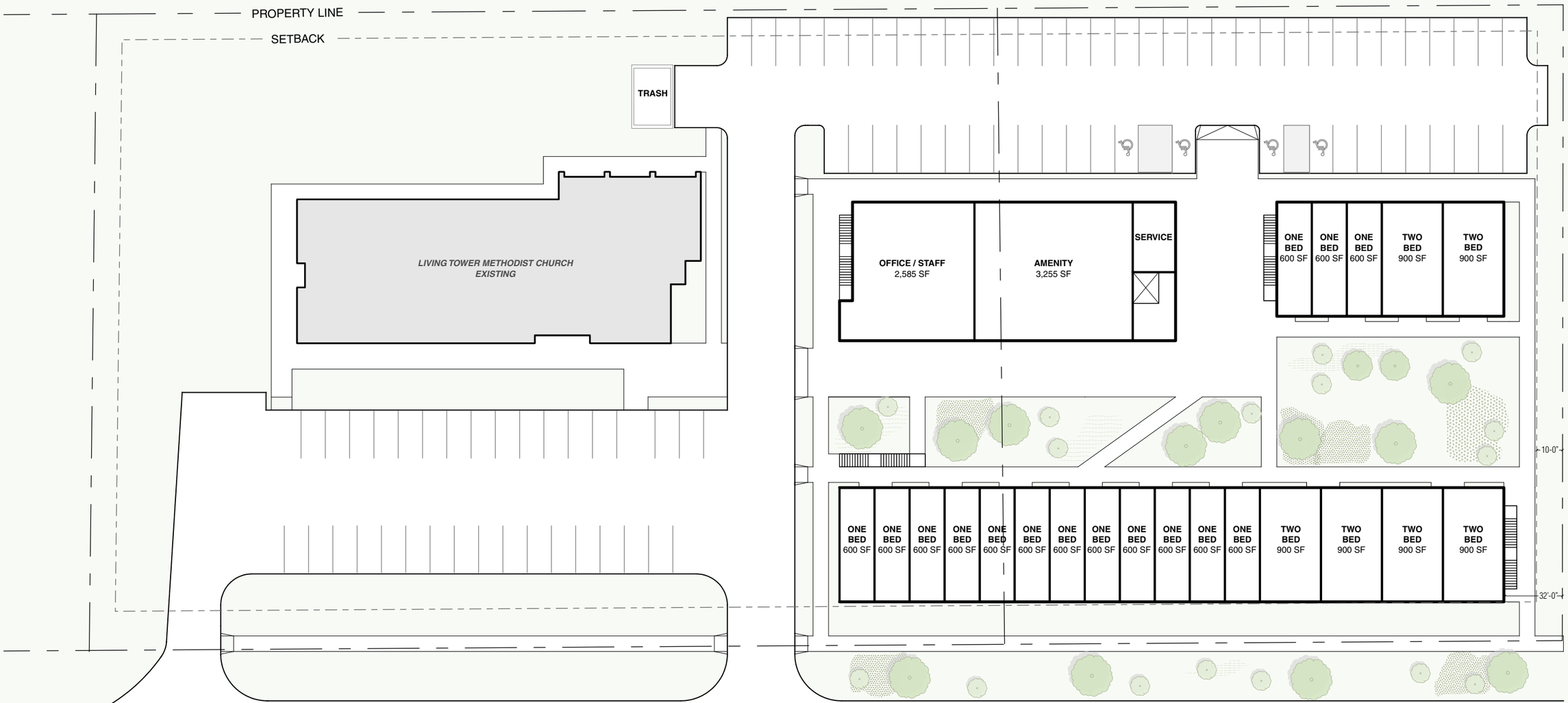
Total Area of Use:
2.82 acres (123,167 sf)



SITE PLAN | NTS

SITE EXHIBIT + MASSING DEVELOPMENT

Shotguns - First Floor



GROSS AREA (ENCLOSED)

LEVEL 1	21,840 SF
TOTAL	42,295 SF

UNIT COUNT (LVL 1)

1 BED	15 UNITS
2 BED	6 UNITS
	21 UNITS

UNIT COUNT (TOTAL)

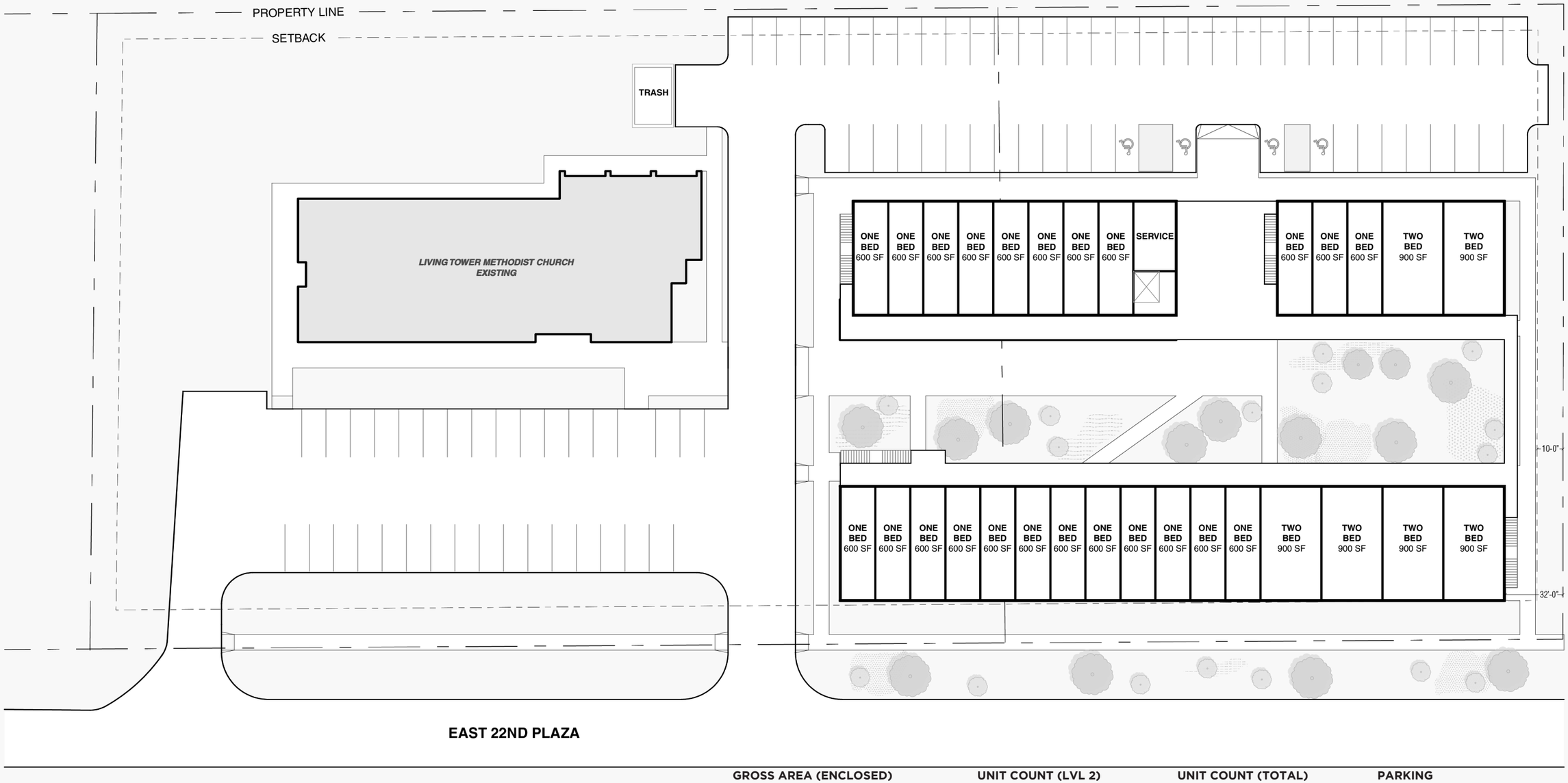
1 BED	38 UNITS
2 BED	12 UNITS
	50 UNITS

PARKING

EXISTING	31 STALLS
PROPOSED	57 STALLS

SITE PLAN 1" = 40"

Shotguns - Second Floor



GROSS AREA (ENCLOSED)

LEVEL 1	21,840 SF
TOTAL	42,295 SF

UNIT COUNT (LVL 2)

1 BED	23 UNITS
2 BED	6 UNITS
	29 UNITS

UNIT COUNT (TOTAL)

1 BED	38 UNITS
2 BED	12 UNITS
	50 UNITS

PARKING

EXISTING	31 STALLS
PROPOSED	57 STALLS

SITE PLAN 1" = 40" N

ROOF SINGLES

VERTICAL SIDING

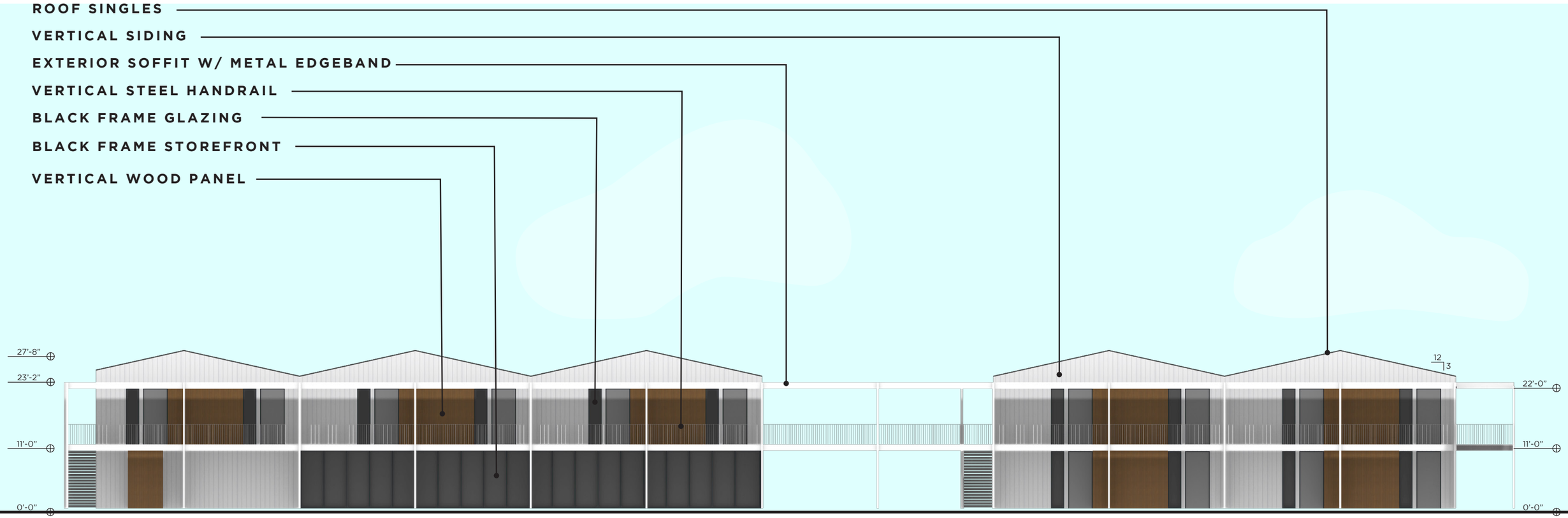
VERTICAL WOOD SIDING

BLACK FRAME GLAZING



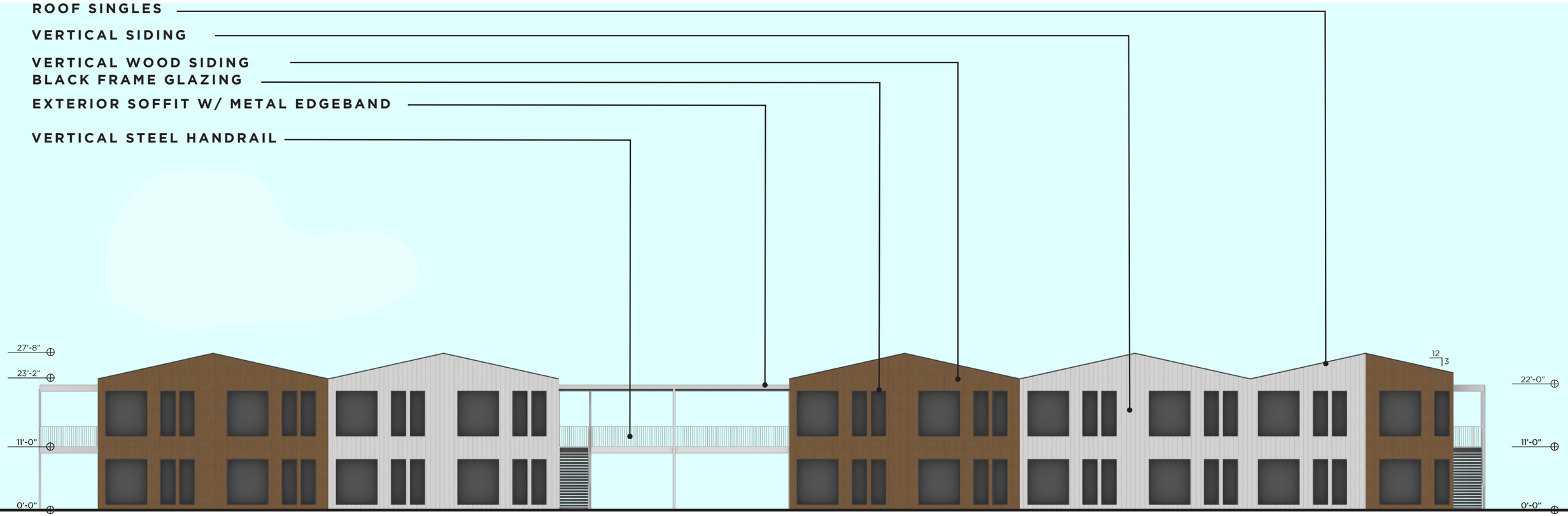
SOUTH STREET ELEVATION

EXTERIOR ELEVATIONS



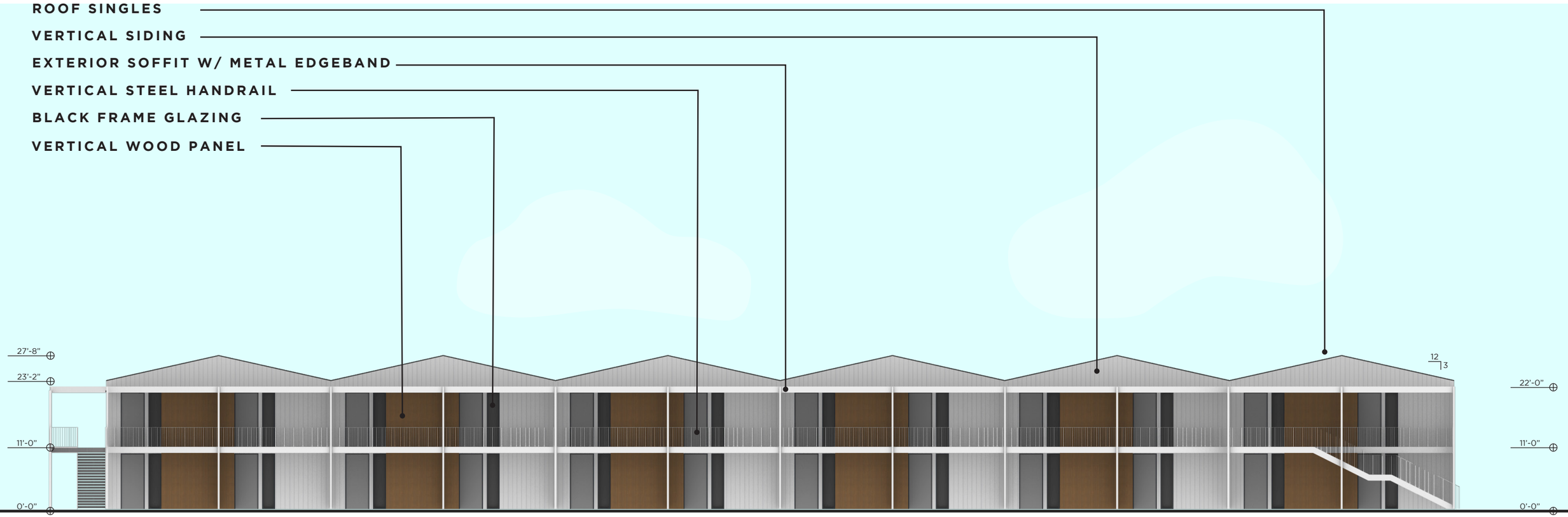
SOUTH COURTYARD ELEVATION

EXTERIOR ELEVATIONS



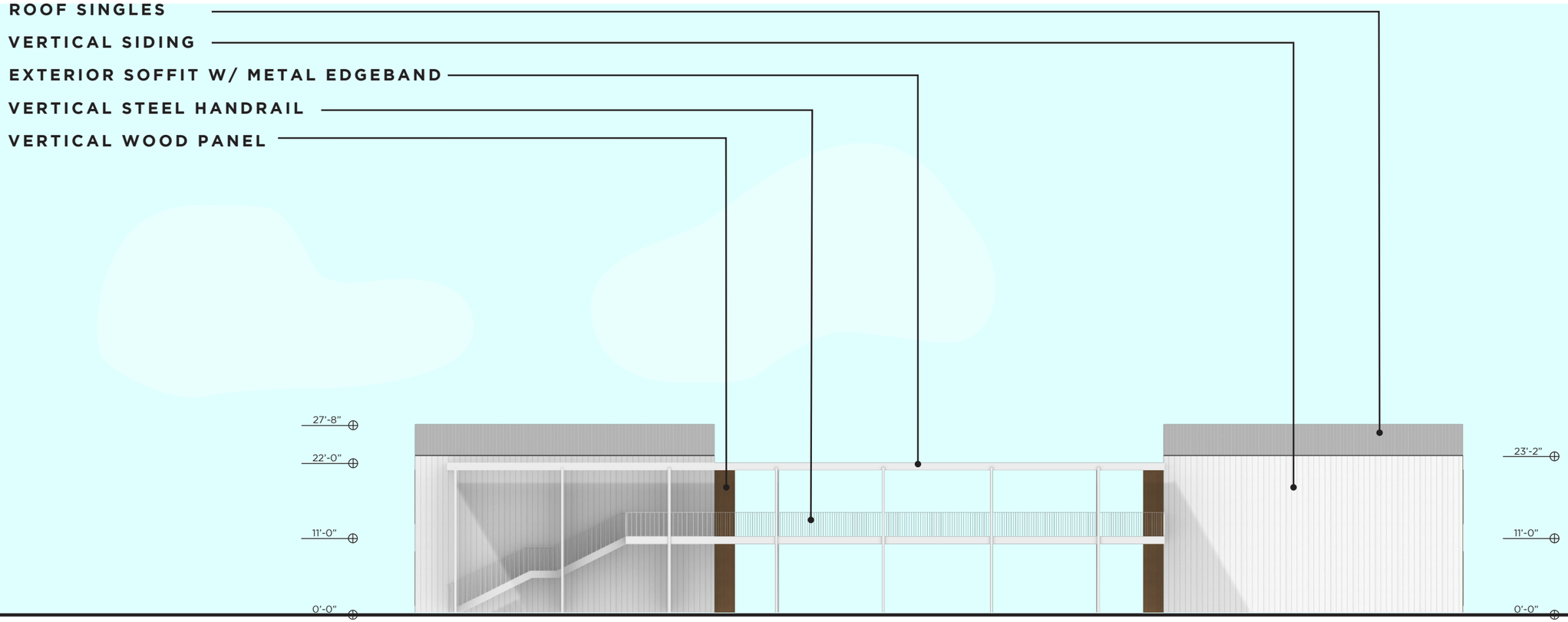
NORTH ELEVATION

EXTERIOR ELEVATIONS



NORTH COURTYARD ELEVATION

EXTERIOR ELEVATIONS

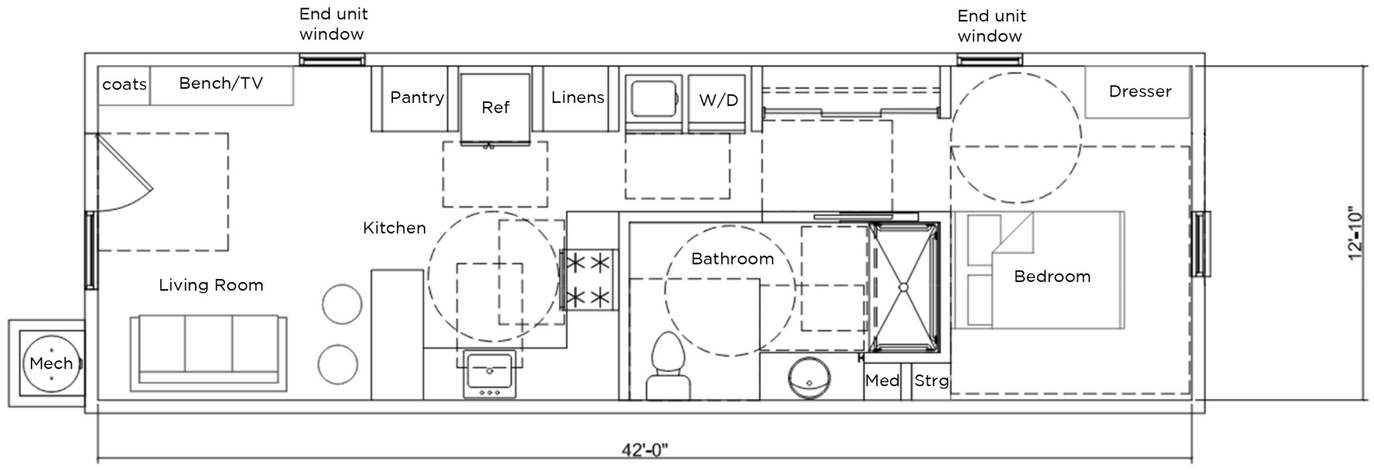


EAST ELEVATION

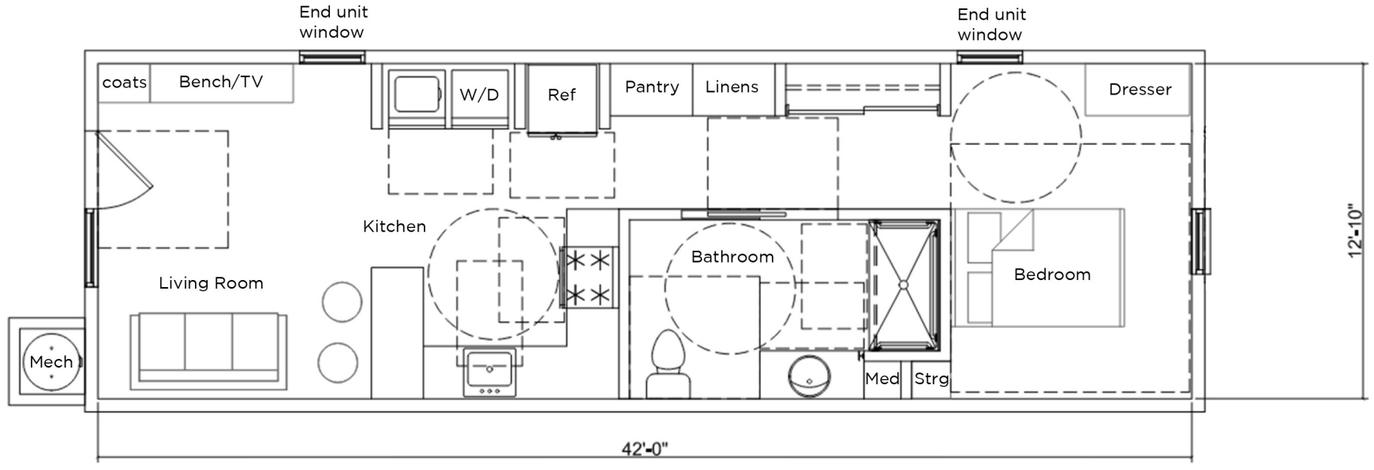
EXTERIOR ELEVATIONS

Unit Plan - Single Bed

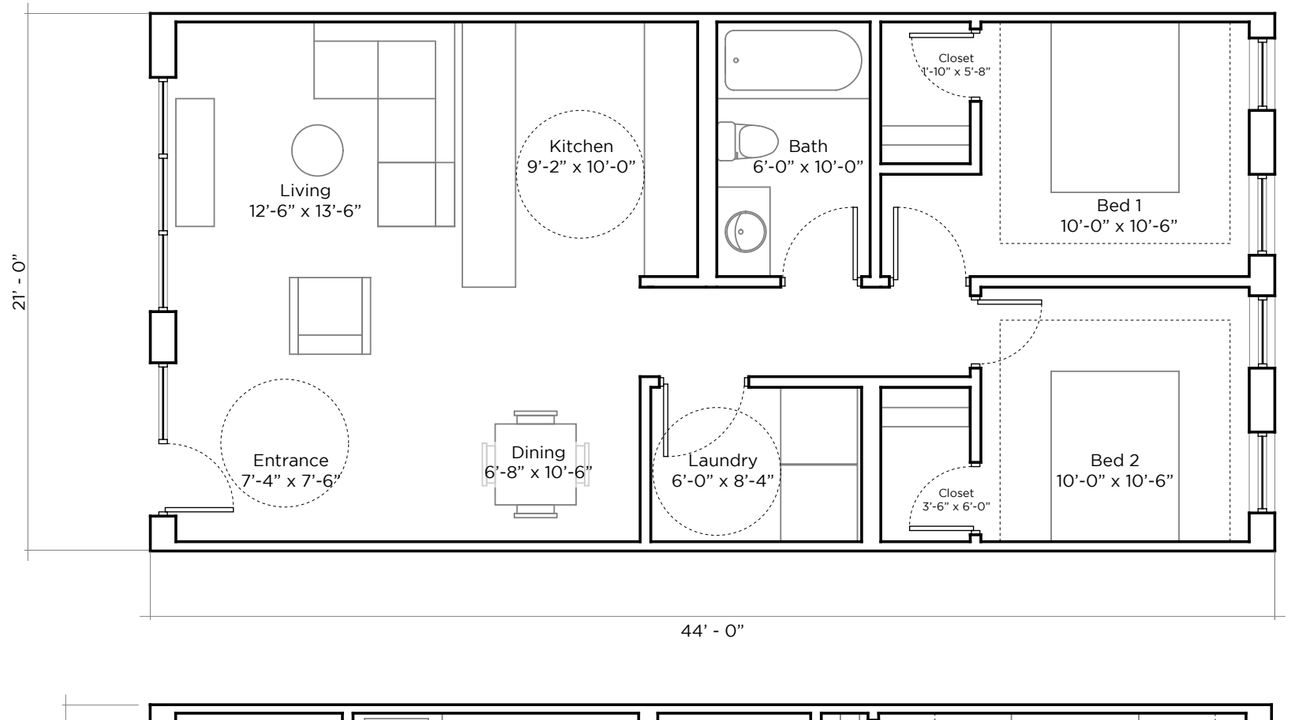
UNIT OPTION B1
570 SF



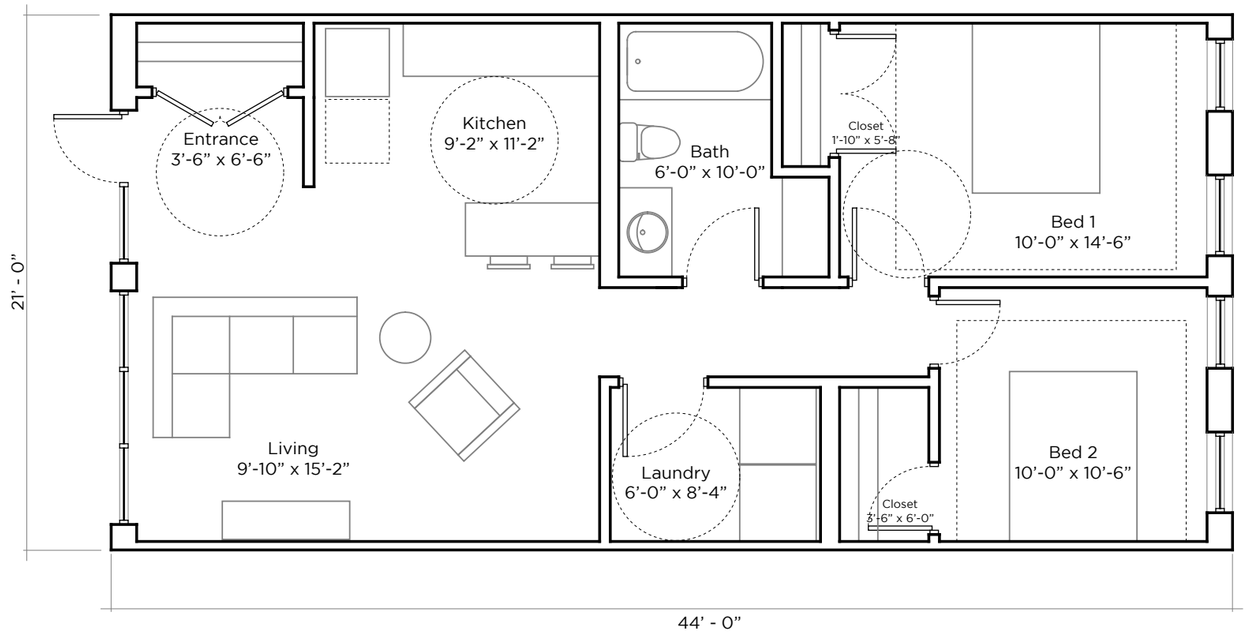
UNIT OPTION B2
570 SF



Unit Plan - Two Bed



UNIT OPTION T1
924 SF



UNIT OPTION T2
924 SF

Thank you!

ORDINANCE NO. 2025- ____

A BILL

FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, FOR A ZONING MAP AMENDMENT TO REZONE 4.285 ACRES OF LAND TO MEDIUM-DENSITY MULTI-FAMILY DISTRICT (R-3), LOCATED AT THE NORTHWEST CORNER OF EAST 22ND PLACE AND CATHAY STREET (TOWER CHURCH REZONE)

WHEREAS, the applicant has requested that approximately 4.285 acres of land located at the northwest corner of East 22nd Place and Cathay Street, County of Adams, State of Colorado (the "Property"), be rezoned from Business/Tech District (I-1) to Medium-Density Multi-Family District (R-3); and

WHEREAS, Section 146-5.4.1.C.3 of the Uniform Development Ordinance provides that all applications for the rezoning of property within the City of Aurora, Colorado (the "City"), shall be presented for a public hearing, both to the Planning and Zoning Commission, who shall render a recommendation to City Council, and to City Council for final decision; and

WHEREAS, on December 11, 2024, following a public hearing, the Planning and Zoning Commission voted to recommend the rezoning of the Property.

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

Section 1. Based on the evidence presented at tonight's public hearing, City Council finds and determines that: the rezoning is consistent with the spirit and intent of the Comprehensive Plan, is compatible with surrounding development, and would not result in a significant dislocation of tenants or occupants of the Property.

Section 2. The Property, as more particularly described in "Exhibit A" attached hereto and incorporated herein, is zoned Medium-Density Multi-Family District (R-3) and the zoning map is hereby amended in accordance with said zoning.

Section 3. Pursuant to Section 5-5 of the Charter of the City of Aurora, Colorado, the second publication of this Ordinance shall be by reference, utilizing the ordinance title. Copies of this Ordinance are available at the Office of the City Clerk.

Section 4. Repealer. All orders, resolutions, or ordinances in conflict with this Ordinance or with any of the documents hereby approved, are hereby repealed only to the

extent of such conflict. This repealer shall not be construed as reviving any resolution, ordinance, or part thereof, heretofore repealed.

INTRODUCED, READ AND ORDERED PUBLISHED this _____ day of _____, 2025.

PASSED AND ORDERED PUBLISHED this _____ day of _____, 2025.

_____
MIKE COFFMAN, Mayor

ATTEST:

_____
KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM BY CITY ATTORNEY PETE SCHULTE:

Lena McClelland RLA
_____
(LENA MCCLELLAND, Assistant City Attorney)

LEGAL DESCRIPTION
EXHIBIT A
SHEET 1 OF 2

LEGAL DESCRIPTION:
A PARCEL OF LAND SITUATED IN THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF AURORA COUNTY OF ADAMS, STATE OF COLORADO, ALSO BEING A PORTION OF LANDS DESCRIBED AT RECEPTION NO. 1987020771405, FILED IN THE ADAMS COUNTY CLERK AND RECORDER'S OFFICE, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 34 FROM WHICH THE WEST QUARTER CORNER OF SAID SECTION 34 BEARS S00°07'39"W A DISTANCE OF 2648.35 FEET; THENCE S32°33'14"E A DISTANCE OF 1466.76 FEET TO THE NORTHWEST CORNER OF SAID LANDS, SAID POINT BEING THE POINT OF BEGINNING; THENCE N89°37'35"E A DISTANCE OF 762.09 FEET; THENCE S00°07'13"W A DISTANCE OF 245.01 FEET; THENCE S89°37'35"W A DISTANCE OF 762.12 FEET; THENCE N00°07'39"E A DISTANCE OF 245.01 FEET TO THE POINT OF BEGINNING.

CONTAINING 186,717 SQUARE FEET, (4.286 ACRES) MORE OR LESS.

ALL LINEAL DISTANCES ARE REPRESENTED IN U.S. SURVEY FEET.

ILLUSTRATION ATTACHED AND MADE A PART HEREOF.

I, THE UNDERSIGNED, A REGISTERED LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THIS EXHIBIT WAS PREPARED BY ME OR UNDER MY SUPERVISION AND IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE.

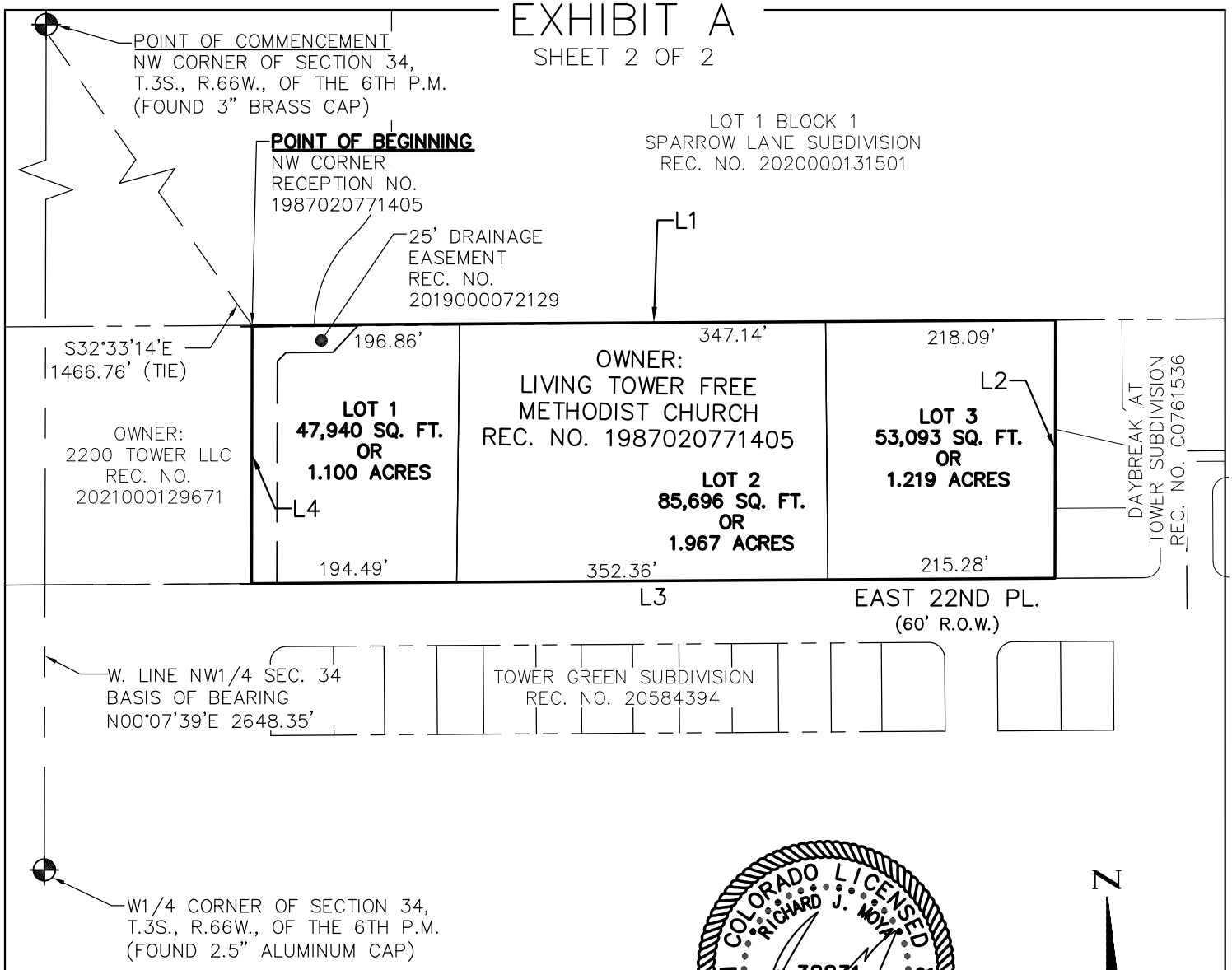


RICHARD J. MOYA, P.L.S. 38831
FOR AND ON BEHALF OF
PRECISION SURVEY & MAPPING, INC.

ILLUSTRATION FOR

EXHIBIT A

SHEET 2 OF 2



LINE TABLE		
NO.	BEARING	DISTANCE
L1	N89°37'35"E	762.09'
L2	S00°07'13"W	245.01'
L3	S89°37'35"W	762.12'
L4	N00°07'39"E	245.01'

COLORADO LICENSED
RICHARD J. MOYA
38831
09/26/24
PROFESSIONAL LAND SURVEYOR

N

150 0 75 150

1 inch = 150 ft.

THE ABOVE DESCRIBED PARCEL CONTAINS 186,717 SQUARE FEET (4.286 ACRES) MORE OR LESS.

CITY OF AURORA, COLORADO

DRAWN BY:	SCALE:	R.O.W. FILE NUMBER
AS	1"=150'	
CHECKED BY:	DATE:	JOB NUMBER:
RM	09-26-24	R13708

A PARCEL OF LAND SITUATED IN THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ARAPAHOE, STATE OF COLORADO

Auroa Council,

As a concerned neighbor to this action, I am astounded that there was not more community communication on this rezone with the exception of the 6-7 residents who are adjacent to the property. After reviewing the signatures, I see these were merely people visiting the food bank at the church, and not current residents of the area. This entire project will impact the entire north end of the neighborhood. The rezone will impact the main throughway for our section of the community to exit our development. The road, 22nd avenue, is the main exit path and this rezone project will most certainly create a substantial impact on the roadway. Our Neighborhood is affected by the lack of sidewalks mainly on this exit path and on Tower Road. I am not sure how you can rezone and add more people into an already crowded area and expect no consequences on public safety. The road is already a dangerous line into the properties and I am not sure you can widen the street or Tower Road to accommodate a safer pathway. This is a commercially surrounded neighborhood with no shopping growth potential but putting more structures into a crowded street will only make matters worse for those who reside in the neighborhood. I have seen many accidents within the neighborhood on the main street. 2 cars cannot pass safely with the number of vehicles parked on the roadsides. Rezoning and adding 50 more residences will only exacerbate the problem. If the main street is blocked, then the only recourse is to drive through to enter from Colfax or travel through the houses on 19th. Either way this will impact all in the neighborhood and be a huge safety concern.

With all the new development to the North, this doesn't seem like an ideal development area but seems to only be a guaranteed money maker for the church despite the parking nightmare which will strain the roadway and bring more people into a crowded area.

I am hopeful that this action to rezone will not be approved! I am sure more in the area would have spoken up had there been a notice to the entire neighborhood and not just the ones adjacent to property. This build will negatively impact all the people in the neighborhood.

CITY OF AURORA
Council Agenda Commentary

Item Title: Windler Zoning Map Amendments – Parcel A
Item Initiator: Aja Tibbs, Planning Supervisor, Planning and Business Development
Staff Source/Legal Source: Aja Tibbs, Planning Supervisor / Lena McClelland, Assistant City Attorney
Outside Speaker: Chris Fellows, Applicant, GVP Windler / Jeff Norberg, Agent, PCS Group
Council Goal: 2012: 5.6--Continue to plan for high quality neighborhoods with a balanced housing stock

COUNCIL MEETING DATES:

Study Session: N/A

Regular Meeting: 1/27/2025

2nd Regular Meeting (if applicable): 2/10/2025

Item requires a Public Hearing: ☒ Yes ☐ No

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

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

2025-02 A PUBLIC HEARING AND CONSIDERATION OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, FOR A ZONING MAP AMENDMENT TO REZONE APPROXIMATELY 24.4 ACRES OF LAND TO MEDIUM-DENSITY RESIDENTIAL DISTRICT (R-2), LOCATED AT THE SOUTHEAST CORNER OF 56TH AVENUE AND E-470 (WINDLER PARCEL A REZONE)
Aja Tibbs, Planning Supervisor, Planning and Business Development / Lena McClelland, Assistant City Attorney

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

☐ Approve Item and Move Forward to Study Session

☐ Approve Item as Proposed at Study Session

☐ Approve Item and Move Forward to Regular Meeting

☒ Approve Item as Proposed at Regular Meeting

☐ Information Only

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

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Planning and Zoning Commission

Policy Committee Date: 1/8/2025

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

☒ Recommends Approval

☐ Does Not Recommend Approval

☐ Forwarded Without Recommendation

☐ Minutes Not Available

☒ Minutes Attached

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

The Planning and Zoning Commission held a public hearing to review the zoning map amendment request at a regular meeting held on January 8, 2025. Following staff's presentation, no public comments were given at the hearing. The commission unanimously voted to make recommendation of approval after the public hearing was closed. A copy of the Planning Commission Summary is attached for reference. (Exhibit F)

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

The applicant, GVP Windler, LLC, requests approval of four Zoning Map Amendments to adjust existing zone district boundaries within the Windler Master Plan development to align with a proposed Master Plan Major Amendment. The Windler Master Plan area is located west of E-470 on the north and south corners of 48th Avenue, as well as east of E-470 from 48th Avenue to 56th Avenue. The proposed Zoning Map Amendments only impact the zone district boundaries located east of E-470 and west of N. Denali Pkwy (Exhibit B). The proposed Zone Map Amendments are generally described as follows:

Parcel A - 24.4± acres of Mixed Use Regional (MU-R) District to Medium Residential (R-2) District;
Parcel B – 20.2± acres of Mixed Use Regional (MU-R) District to Medium Residential (R-2) District;
Parcel C – 20.0± acres of Mixed Use Airport (MU-A) to Medium Density Residential (R-2) and;
Parcel D – 84.0± acres from Mixed Use Regional (MU-R) to Mixed Use Airport (MU-A).

Detailed legal descriptions and maps of each parcel are attached to the draft ordinance (Exhibit A). In total, the request will rezone approximately 65 acres from mixed-use districts to the R-2 district, and rezone all the remaining MU-R area to MU-A.

The zoning map amendment requests are needed to accomplish the neighborhood design goals of the most recent Windler Master Plan Amendment (See excerpt land use map attached as Exhibit D). Specifically, to allow the development of two neighborhoods known as Village North and Midtown. Both are small lot subdivisions with a mixture of single-family detached and attached residential units. The applicant describes the purpose of this amendment as addressing, "a need for attainable housing not only within Aurora but in the Denver Metro Area generally." However, single-family detached residential uses are not permitted within the MU-R zone district, so three of the four rezonings (Parcels A, B, and C) are intended to incorporate all of the neighborhood areas within the R-2 zone district.

As a result of this change, staff worked to retain commercial areas within the master plan. The rezone from MU-R to MU-A (Parcel D) provides a regulatory minimum requirement for commercial development, and the activity center within the Village North neighborhood will provide additional commercial development opportunity. Staff are in support of the amendment requests.

FISCAL IMPACT

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

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

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

N/A

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

N/A

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

N/A

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

N/A

QUESTIONS FOR COUNCIL

Does the City Council with to approve the ordinance to rezone 24.4 acres of Mixed Use Regional (MU-R) to Medium Density Residential (R-2) for the Windler Zoning Map Amendment for Parcel A?

LEGAL COMMENTS

The City Council is the governing body of the City and has the authority to approve the Official Zoning Map and amendments to that map. (UDO §146-5.1.1.B)
The City Council shall conduct a public hearing on the application. (UDO §146-5.4.1.C.2.c)
Changes to the Zoning Map for individual parcels shall only be approved if City Council finds that the change to the Zoning Map is required because of changed conditions or circumstances on the property or the surrounding area and (a) the applicant has demonstrated that the proposed rezoning is consistent with the spirit and intent of the Comprehensive Plan, the other policies and plans adopted by the City Council, and with the purpose statement of the proposed new zone district(s); (b) the applicant has demonstrated that the size, scale, height, density, and multi-modal traffic impacts of the proposed rezoning are compatible with surrounding development or can be made compatible through approval conditions; and (c) the application demonstrates that the change in zoning will not create significant dislocations of tenants or occupants of the property, or that any impacts are outweighed by other public benefits or progress toward other Comprehensive Plan goals that would be achieved by approval of the application. (UDO §146-5.4.1.C.3.a.ii) (McClelland)

ORDINANCE NO. 2025- ____

A BILL

FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, FOR A ZONING MAP AMENDMENT TO REZONE APPROXIMATELY 24.4 ACRES OF LAND TO MEDIUM-DENSITY RESIDENTIAL DISTRICT (R-2), LOCATED AT THE SOUTHEAST CORNER OF 56TH AVENUE AND E-470 (WINDLER PARCEL A REZONE)

WHEREAS, the applicant has requested that approximately 24.4 acres of land located at the southeast corner of 56th Avenue and E-470, County of Adams, State of Colorado (the "Property"), be rezoned from Mixed-Use Regional Activity Center District (MU-R) to Medium-Density Residential District (R-2); and

WHEREAS, Section 146-5.4.1.C.3 of the Uniform Development Ordinance provides that all applications for the rezoning of property within the City of Aurora, Colorado (the "City"), shall be presented for a public hearing, both to the Planning and Zoning Commission, who shall render a recommendation to City Council, and to City Council for final decision; and

WHEREAS, on January 8, 2025, following a public hearing, the Planning and Zoning Commission voted to recommend the rezoning of the Property.

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

Section 1. Based on the evidence presented at tonight's public hearing, City Council finds and determines that: the rezoning is consistent with the spirit and intent of the Comprehensive Plan, is compatible with surrounding development, and would not result in a significant dislocation of tenants or occupants of the Property.

Section 2. The Property, as more particularly described in "Exhibit A" attached hereto and incorporated herein, is zoned Medium-Density Residential District (R-2) and the zoning map is hereby amended in accordance with said zoning.

Section 3. Pursuant to Section 5-5 of the Charter of the City of Aurora, Colorado, the second publication of this Ordinance shall be by reference, utilizing the ordinance title. Copies of this Ordinance are available at the Office of the City Clerk.

Section 4. Repealer. All orders, resolutions, or ordinances in conflict with this Ordinance or with any of the documents hereby approved, are hereby repealed only to the

extent of such conflict. This repealer shall not be construed as reviving any resolution, ordinance, or part thereof, heretofore repealed.

INTRODUCED, READ AND ORDERED PUBLISHED this _____ day of _____, 2025.

PASSED AND ORDERED PUBLISHED this _____ day of _____, 2025.

_____
MIKE COFFMAN, Mayor

ATTEST:

_____
KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM BY CITY ATTORNEY PETE SCHULTE:

BY: Lena McClelland RLA
(LENA MCCLELLAND, Assistant City Attorney)

EXHIBIT A
ZONING MAP AMENDMENT

A PARCEL OF LAND, TO HAVE A ZONING DESIGNATION OF R-2, BEING A PART OF WINDLER SUBDIVISION FILING NO. 4, AS RECORDED IN THE RECORDS OF THE ADAMS COUNTY CLERK AND RECORDER, AT RECEPTION NO. 2024000013716. SITUATED IN THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 3 SOUTH, RANGE 65 WEST, OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 18, BEING MONUMENTED BY A FOUND NO. 6 REBAR WITH 3-1/4 INCH DIAMETER ALUMINUM CAP, STAMPED WESTWOOD T3S S12/S7/S13/S18 R66W/R65W 2023 PLS 38004, FROM WHICH THE NORTH QUARTER CORNER OF SAID SECTION 18, BEING MONUMENTED BY A FOUND NO. 6 REBAR WITH 3-1/4 INCH DIAMETER ALUMINUM CAP, STAMPED WESTWOOD T3S R65W 1/4 S7/S18 2024 PLS 38004, IS ASSUMED TO BEAR NORTH 89°19’43” EAST, A DISTANCE OF 2607.98 FEET, WITH ALL BEARINGS CONTAINED HEREIN BEING RELATIVE THERETO;

THENCE SOUTH 72°05’13” EAST, A DISTANCE OF 1296.67 FEET, TO THE **POINT OF BEGINNING;**

THENCE THE FOLLOWING FOUR (4) COURSES;

1. NORTH 89°45'22" EAST, A DISTANCE OF 1375.79 FEET, TO THE EASTERLY LINE OF SAID NORTHWEST QUARTER;

2. SOUTH 00°14'34" EAST, ALONG SAID EASTERLY LINE, A DISTANCE OF 776.63 FEET;

3. DEPARTING SAID EASTERLY LINE, SOUTH 89°59'57" WEST, A DISTANCE OF 1371.18 FEET;

4. NORTH 00°35'14" WEST, A DISTANCE OF 770.78 FEET TO THE **POINT OF BEGINNING.**

SAID PARCEL CONTAINING A CALCULATED AREA OF 1,062,645 SQUARE FEET OR 24.395 ACRES, MORE OR LESS AND BEING SUBJECT TO ANY EXISTING EASEMENTS AND OR RIGHTS OF WAY OF WHATSOEVER NATURE.

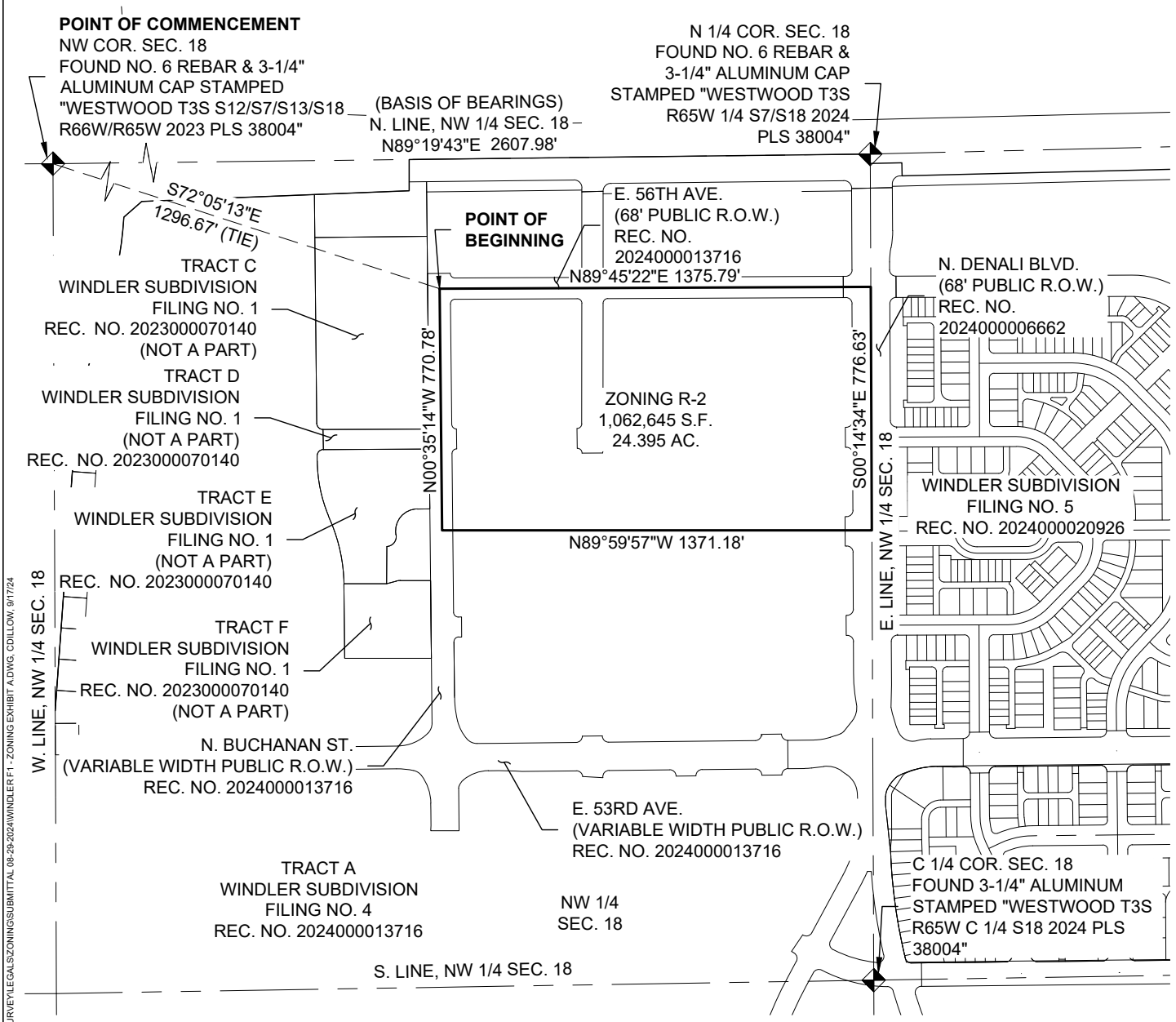
THE LINEAL UNIT USED IN THE PREPARATION OF THIS DESCRIPTION IS THE U.S. SURVEY FOOT AS DEFINED BY THE UNITED STATES DEPARTMENT OF COMMERCE, NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY.

I, JEAN P. HALPIN, A SURVEYOR LICENSED IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE ABOVE LEGAL DESCRIPTION AND ATTACHED EXHIBIT WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND CHECKING.

_____

JEAN P. HALPIN, P.L.S. 38474
FOR AND ON BEHALF OF
WESTWOOD PROFESSIONAL SERVICES, INC.
10333 E. DRY CREEK ROAD, SUITE 400
ENGLEWOOD, CO 80112

ILLUSTRATION FOR
EXHIBIT A



N:\PROJECTS\WINDLER\CAD\SURVEY\LEGALS\ZONING\SUBMITTAL 08-29-2024\WINDLER F1 - ZONING EXHIBIT A.DWG, CDILLOW, 9/17/24

OWNER:
GVP WINDLER LLC
C/O ALBERTA DEVELOPMENT PARTNERS LLC
5750 DTC PKWY STE 210
GREENWOOD VILLAGE, CO 80111-5485

500 250 0 500

SCALE: 1" = 500'

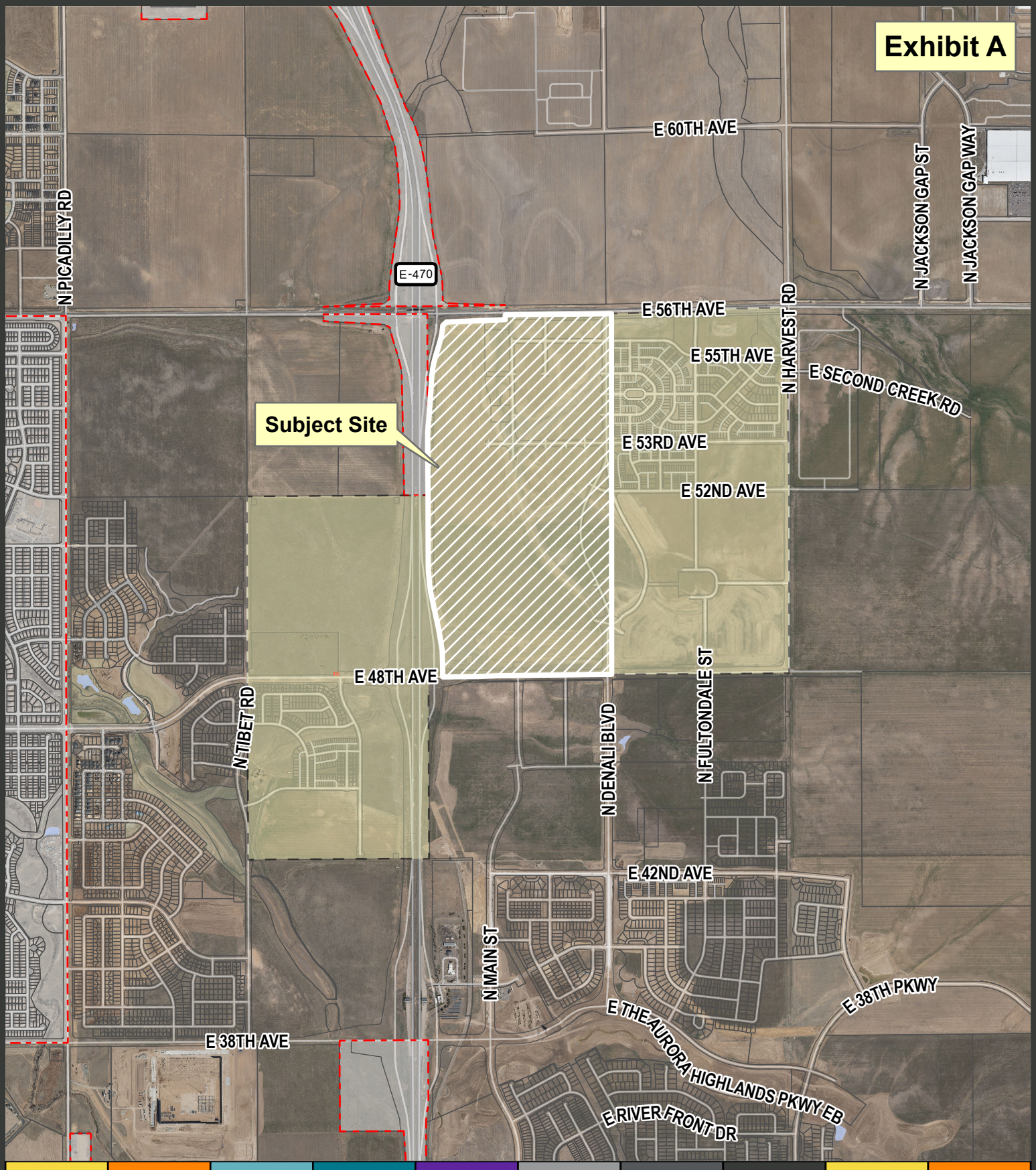
THE ABOVE DESCRIBED PARCEL CONTAINS 1,062,645 SQUARE FEET OR (24.395 ACRES) MORE OR LESS.

This illustration does not represent a monumented survey. It is intended only to depict the attached legal description.

A PARCEL OF LAND, BEING A PART OF WINDLER SUBDIVISION FILING NO. 4, AS RECORDED IN THE RECORDS OF THE ADAMS COUNTY CLERK AND RECORDER, AT RECEPTION NO. 2024000013716, SITUATED IN THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE 6TH P.M., CITY OF AURORA, ADAMS COUNTY, COLORADO.

SCALE: 1" = 500'	BY: CAD	CK'D: JPH	DATE: 9/17/2024

Westwood
10333 E DRY CREEK RD.
SUITE 400
ENGLEWOOD , CO 80112
Westwoodps.com
Westwood Professional Services, Inc.
TEL: 720.482.9526



Planning and Business Development

15151 E. Alameda Parkway
Aurora CO 80012 USA
AuroraGov.org
303.739.7250
GIS@auroragov.org

Miles 0 0.15 0.3

City of Aurora, Colorado

Windler
Zoning Map Amendments

Windler Master Plan
Subject Site

Case Numbers: 2005-2017-03; 2005-2017-04; 2005-2017-05; 2005-2017-06
Development Application: #1707-36

12/26/2024 I:\GIS\Arc10_MXDs\Planning\Jake C\2024\2471_AT.aprx

August 5th, 2024
WINDLER Zoning Amendment No. 3

Rezone Request - Letter of Justification

Introduction:

This Zone Amendment 3 to the Windler Master Plan proposes 4 separate rezone requests:

1. To rezone approximately 24 acres of MU-R (Mixed-Use Regional) to R-2 (Medium Density Residential) within Village North (PA-3, Windler Master Plan).
2. To rezone approximately 20 acres from MU-R to R-2 within Midtown (PA-15, Windler Master Plan).
3. To rezone approximately 21 acres from MU-A (Mixed-Use Airport) to R-2 within Midtown (PA-15, Windler Master Plan).
4. To rezone approximately 84 acres from MU-R to MU-A within PA-1 & PA-16, Windler Master Plan.

The purpose of the rezone is to re-align the zoning boundaries to match with the latest planning efforts for the Windler community east of E-470. The requested re-zoning does not fundamentally change the final outcome of the built environment, or the proposed land uses, from what was previously approved in the Master Plan, but refines the boundaries of these uses to align with new planning efforts from the development team. This rezone is accompanied by an amendment to the Windler Master Plan which provides further definition to the land uses proposed in this rezoning request.

Conformance with Rezoning Criteria:

5. The change is required because of changed conditions or circumstances and;
6. that the proposed rezoning is consistent with the spirit and intent of the Comprehensive Plan, with other policies and plans adopted by the City Council, and with the purpose statement of the proposed new zone district;
7. and that the size, scale, height, density, and multi-modal traffic impacts of the proposed rezoning are compatible with surrounding development;
8. and that the change in zoning will not create significant dislocations of tenants or occupants of the property, or that any impacts are outweighed by other public benefits

Change in Circumstances:

The Windler development team has identified a need for attainable housing not only within Aurora but in the Denver Metro Area generally. The Windler Master Plan is uniquely positioned to address this need by way of the Flexible Residential Lot Option (FRLO) applicable to the residential areas of the master plan. The purpose of the FRLO is to offer additional flexibility for the creation of diverse residential housing types by removing minimum lot size standards for residential lots. The benefit of Windler's FRLO designation is that it allows a Master Plan to refine the development standards of the UDO to achieve a higher density than typically permitted, from a maximum of 5 dwelling units per acre up to 12 dwelling units per acre. This flexibility to adjust lot standards in response to market conditions, beyond what would normally be allowed by code, will allow Windler to provide a solution to housing attainability within the City of Aurora. We have already engaged in a productive dialogue with city staff regarding these adjustments and will continue to define a shared path toward increasing attainability.

Compatibility with the Comprehensive Plan:

Exhibit A shows the area east of E-470 as City Corridor and Emerging Neighborhood placetypes in the City of Aurora Comprehensive Plan. The proposed land uses in the Windler Master Plan largely align with these placetypes, defined primarily by commercial, mixed commercial and multi-family adjacent to E-470 and medium density residential, with Flexible Residential Lot Option (FRLO) to the east. The focus of the City Corridor placetype is commercial activity whose primary uses are restaurants, retail, office, and commercial services. Multi-family and single-family attached residential are considered secondary uses to allow for the development of mixed-use projects. The Emerging Neighborhood placetype is described as primarily residential with a mix of housing types and densities, with restaurants, retail and commercial as secondary uses. This placetype is also characterized by a walkable and connected pedestrian infrastructure with highly accessible parks and open space integrated throughout each neighborhood. Consequently, this is exactly what the approved Windler Master Plan provides, and also what this Rezone aims to achieve. If we examine the underlying zoning relative to the current planning for Windler we can see how this amendment is compatible with the Comprehensive Plan.

Current MU-R zoning dictates that the area should serve as an "image-making" gateway, with spatial standards that emphasize a visible focal point, a walkable main street, public plazas and a strong internal multi-modal network. Permitted uses allow for a mix of medium to high-density residential, including single-family attached and greencourt dwellings, and regional commercial uses.

In comparison, MU-A zoning is designed to enable master-planned developments to incorporate a mix of uses that will allow Aurora to leverage the economic opportunities created by the Denver International Airport. A wide variety of attached and detached single-family, duplex, and low to medium-density multi-family housing is permitted, along with a diversity of non-residential including office, hotel and conference facilities, and supporting retail, commercial and service uses. This zone district is especially compatible with the FRLO in that it permits higher residential densities when that residential is adjacent to an Activity Center (AAC). The Windler Master Plan contains two AAC's within this rezone, one located near 56th Ave, and the other near 48th Ave, where higher permitted residential densities are integrated with local retail/commercial uses.

In contrast with MU-R zoning, which has no limitation on residential density or area, MU-A zoning has a limit on the amount of residential permitted to no more than 50% of the zoned area. And no more than half of this allotment is permitted to be single-family detached. The rezone of MU-R to MU-A ensures at least 67 acres of the Windler development east of E-470 is committed to non-residential uses.

The limit on residential is in line with the land uses proposed within the MU-A, which are primarily commercial and mixed commercial, with multi-family and single-family attached/detached as secondary uses. This distribution of uses fully supports the City Corridor placetype. The addition of Administrative Activity Centers proposed in Planning Areas 3 & 14 of the Windler Master Plan, further supports the City Corridor and Emerging Neighborhood placetypes by providing a transition between commercial/retail/office/service uses and the residential to the east. In the Windler Master Plan these two Activity Centers are described as "main streets" and are intended to integrate small scale retail and commercial services within higher density residential uses. In combination with a strong pedestrian network and a robust Parks and Open Space system, the proposed rezone is consistent with the spirit and intent of these two placetypes within the Windler Master Plan.

Compatibility with Surrounding Uses:

A mix of uses surround the Windler development, including Logistics/Distribution, Commercial, Mixed-Use and Residential, much of which also share the Comprehensive Plan's designation of City Corridor and Emerging Neighborhood placetypes. The proposed land uses in the Windler Master Plan Amendment are also very closely aligned with the land uses in the currently approved Master Plan and so, are compatible with the size, scale, height, density, and multi-modal traffic impacts within the Windler development. If the proposed land uses are almost identical to the approved land uses, then the uses proposed in this rezone are also consistent with adjacent development.

Summary:

The requested zoning change will result in a largely similar outcome and built environment as would be expected from the existing zoning. The zoning change is needed to align with new planning boundaries in the Master Plan, which are intended to help address housing attainability and diversity within the City of Aurora. The requested combination of MU-A (Mixed-Use Airport) and R-2 zoning will allow for, and result in, virtually exactly the uses that the existing MU-R zoning allows.

We appreciate your consideration of this request.

PLACETYPE PLAN

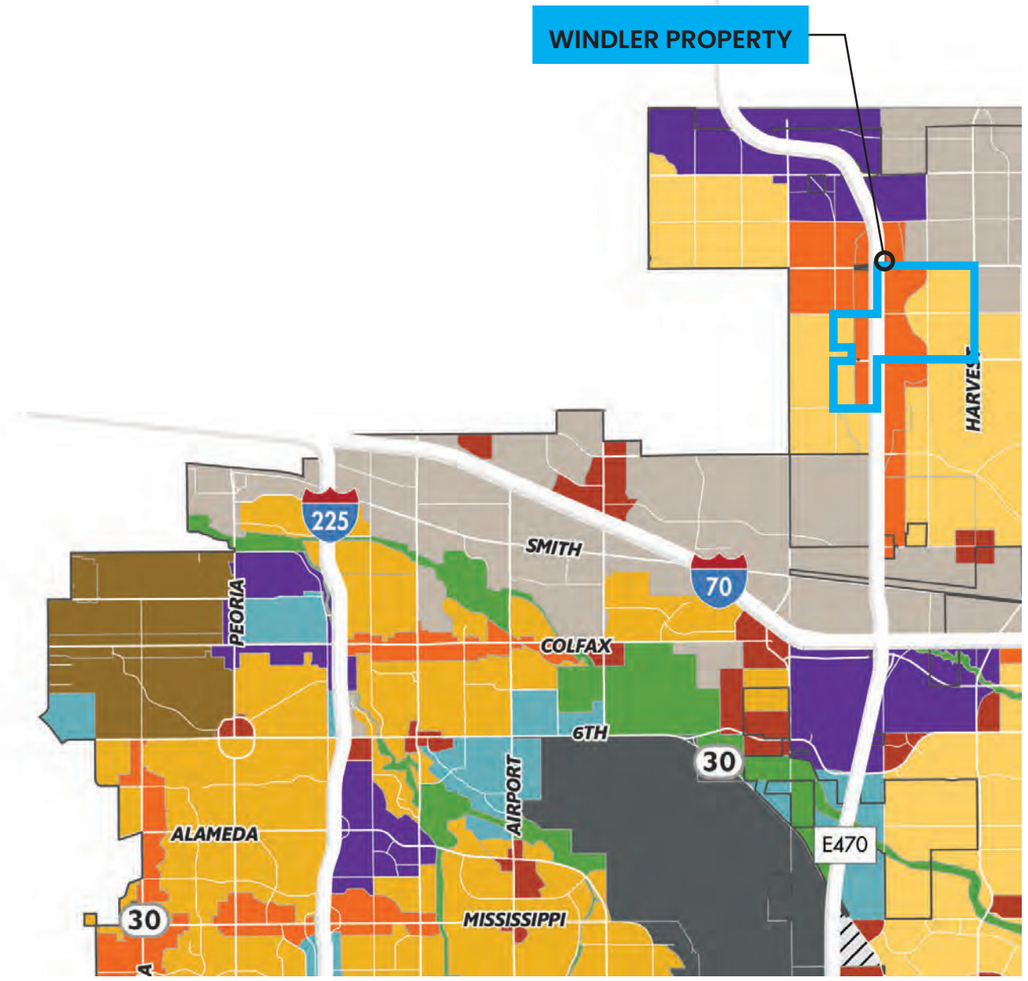


PLACETYPES

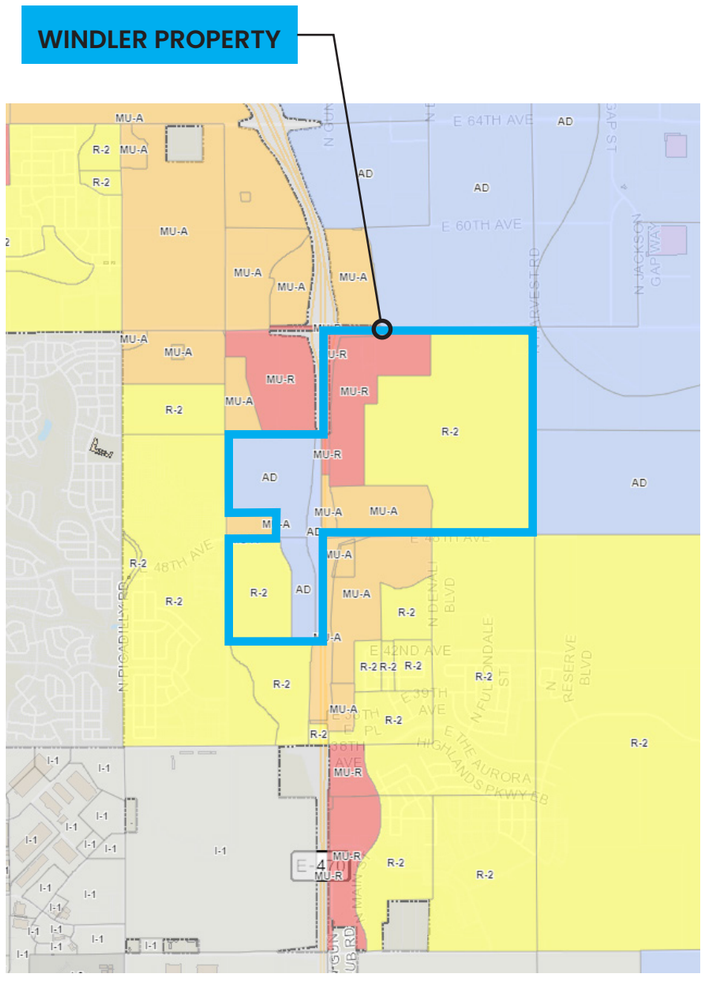
- Urban District
- Innovation District
- Industry Hub
- Buckley Air Force Base
- Urban Green Space
- City Corridor
- Established Neighborhood
- Emerging Neighborhood
- Original Aurora
- Commercial Hub
- Special Use
- State Land Boundary

This map identifies placetype designations for all areas within the city of Aurora's adopted planning and annexation boundaries. See page 51 for additional information about these boundaries.

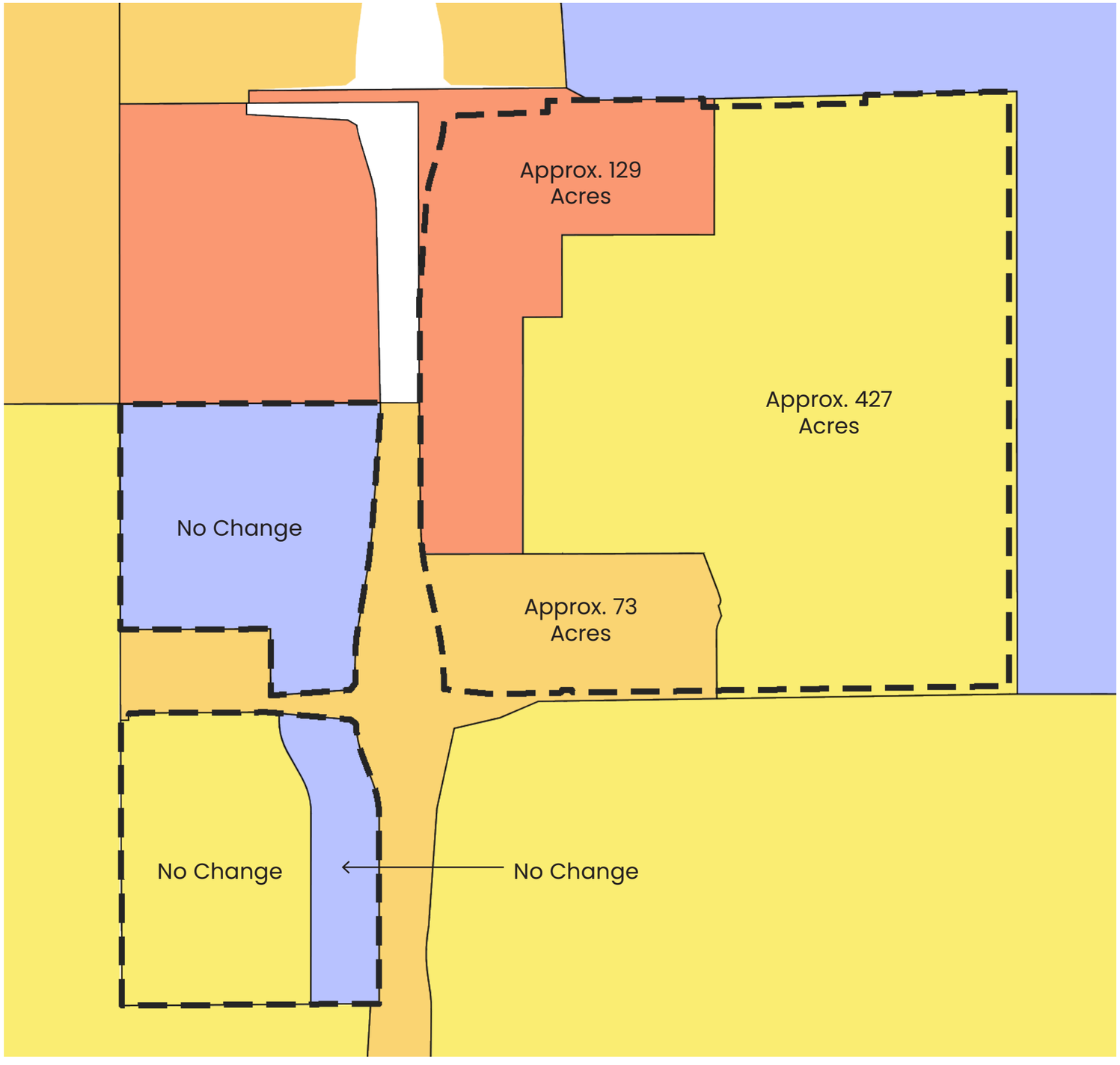
Placetype designations for areas outside of the city limits are for long-range planning purposes only. These properties are subject to rules and regulations of their appropriate jurisdiction(s). The city of Aurora does not enforce zoning, subdivision or development standards in unincorporated areas.



Comprehensive Plan



Existing Zoning



LEGEND

- WINDLER Boundary
- R-2 Zoning
- MU-A Zoning
- MU-R Zoning
- AD Zoning

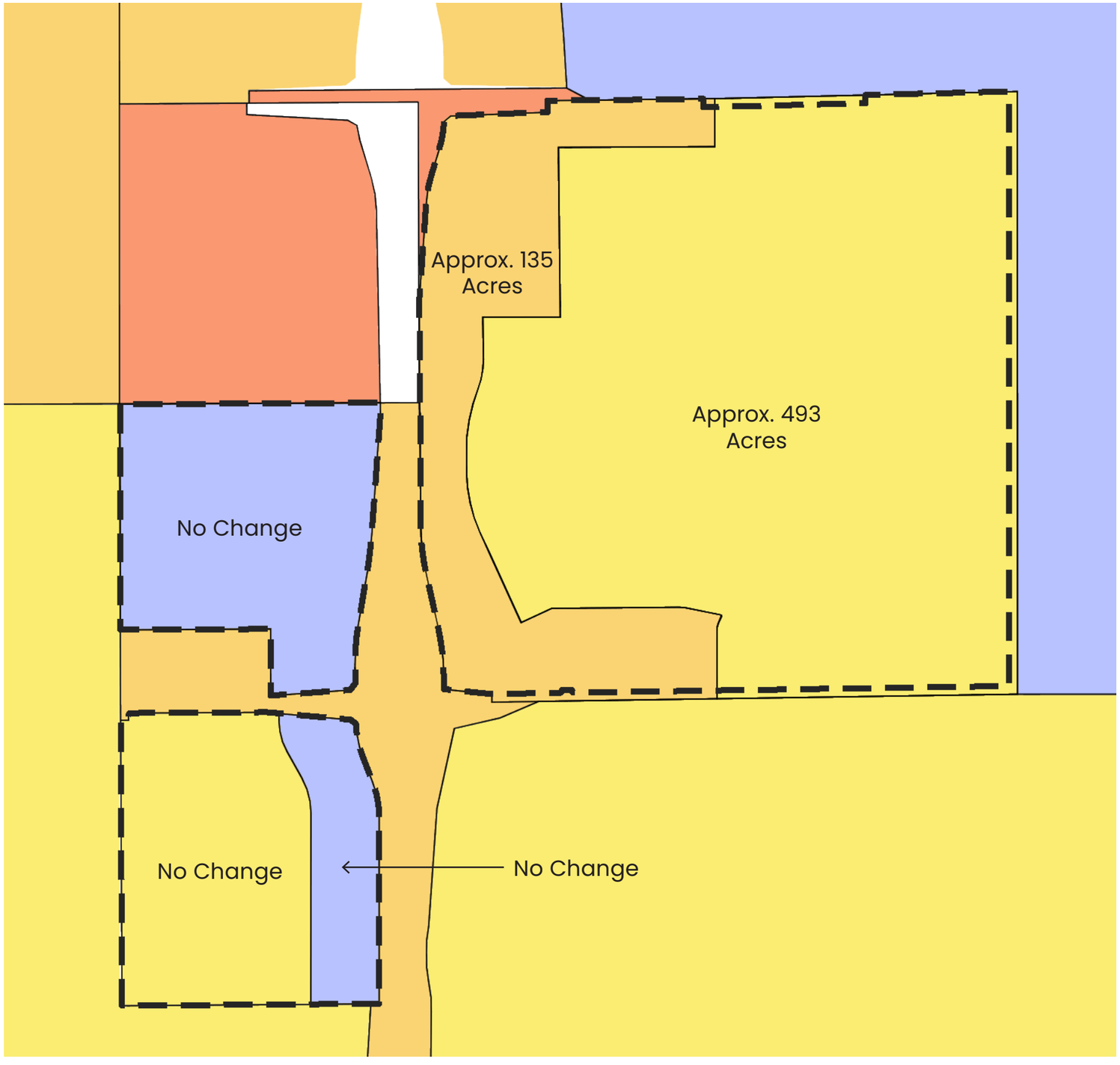
WWW.PCSGROUPCO.COM

Exhibit B: Existing Zoning Designation

N

500′ 1,000′

0′ 2,000′



LEGEND

- WINDLER Boundary
- R-2 Zoning
- MU-A Zoning
- MU-R Zoning
- AD Zoning

WWW.PCSGROUPCO.COM

Exhibit C: Proposed Zoning Designation

N

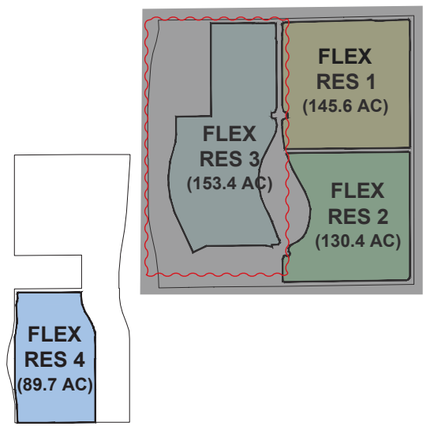
500′ 1,000′

0′ 2,000′

tab 8

LAND USE MAP

KEYMAP



LEGEND

- OPEN SPACE
- NEIGHBORHOOD PARK
- FLEX RES - 1 (145.6 Acres Gross)
- FLEX RES - 2 (130.4 Acres Gross)
- FLEX RES - 3 (153.4 Acres Gross)
- FLEX RES - 4 (89.7 Acres Gross)
- MIXED USE
- COMMERCIAL
- INDUSTRIAL
- SCHOOL
- SHARED USE OPEN SPACE
- ADMINISTRATIVE ACTIVITY CENTER *
- WHELEN WARNING SYSTEM LOCATION
- RECREATION CENTER
- LOCAL STREET CONNECTION **

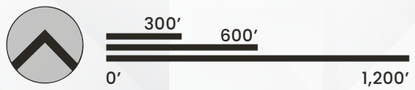
NOTES

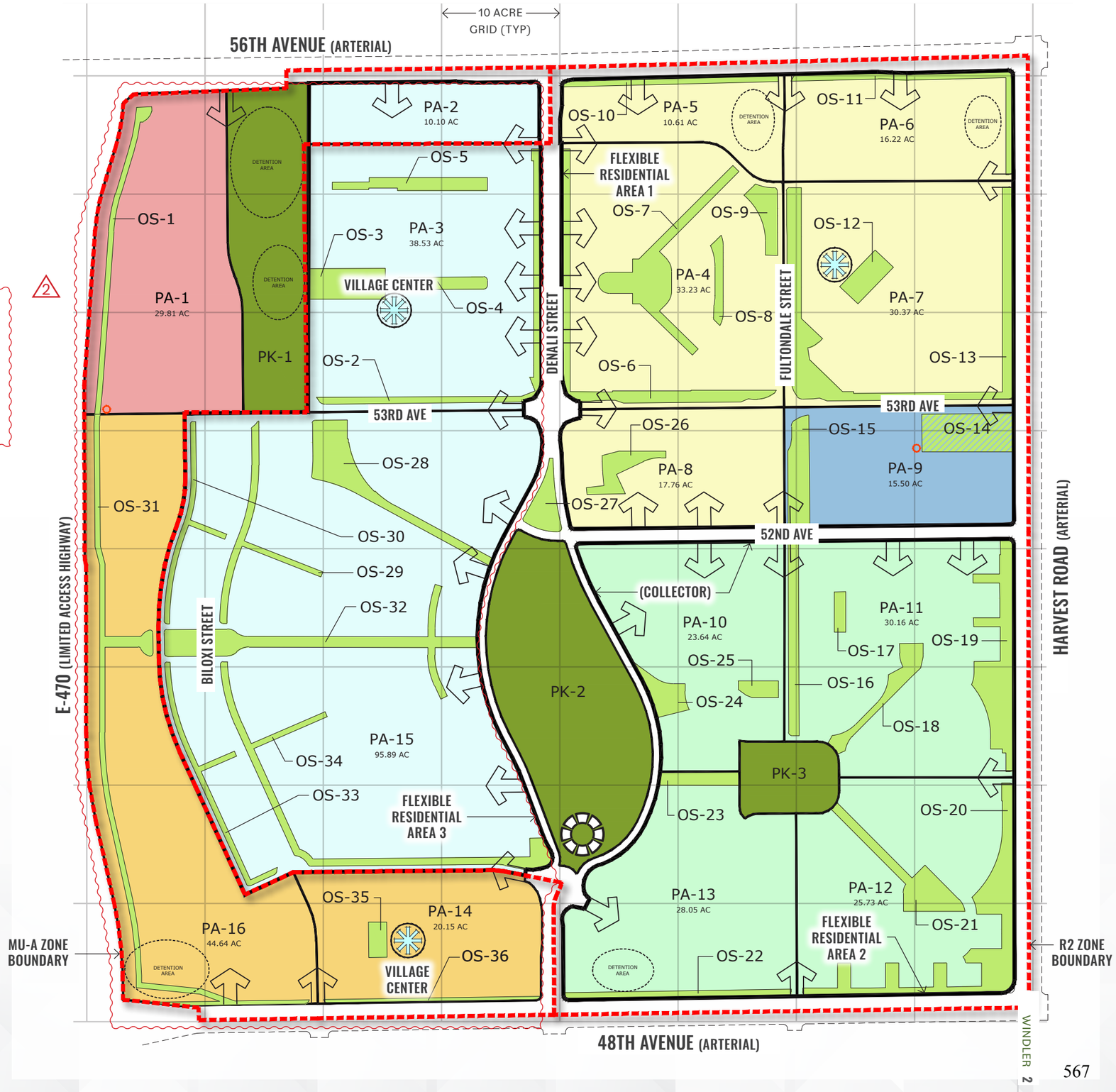
Planning areas depicted for Open Space, Neighborhood Park and School are for acreage only. Final location, configuration, and shape will be determined at time of Site Plan.

* The exact location of Administrative Activity Centers shall be determined at site plan submittal. Locations will comply with Section 146-5.4.3 unless an adjustment is approved by the Planning Commission

** Local street placement will be determined at time of site plan. Additional street connectivity may be required to meet the UDO standards

2 UPDATES TO PLANNING AREAS, OPEN SPACES & NEIGHBORHOOD BOUNDARIES

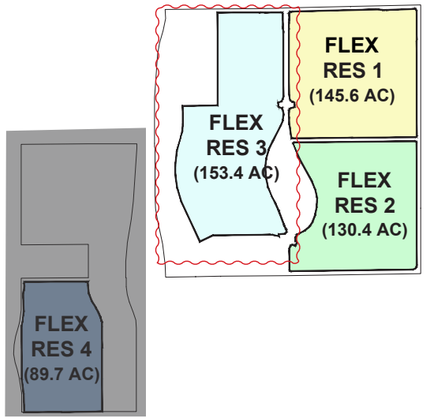




tab 8

LAND USE MAP

KEYMAP



LEGEND

- OPEN SPACE
- NEIGHBORHOOD PARK
- FLEX RES - 1 (145.6 Acres Gross)
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- FLEX RES - 4 (89.7 Acres Gross)

2

- MIXED USE
- COMMERCIAL
- INDUSTRIAL
- SCHOOL
- SHARED USE OPEN SPACE
- ADMINISTRATIVE ACTIVITY CENTER *
- WHELEN WARNING SYSTEM LOCATION
- RECREATION CENTER
- LOCAL STREET CONNECTION **

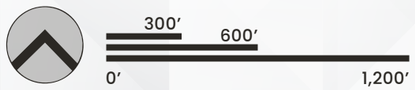
NOTES

Planning areas depicted for Open Space, Neighborhood Park and School are for acreage only. Final location, configuration, and shape will be determined at time of Site Plan.

* The exact location of Administrative Activity Centers shall be determined at site plan submittal. Locations will comply with Section 146-5.4.3 unless an adjustment is approved by the Planning Commission

** Local street placement will be determined at time of site plan. Additional street connectivity may be required to meet the UDO standards

2 UPDATES TO PLANNING AREA I.D. NUMBERS





Windler Zoning Map Amendments

Project No: DA-1707-36

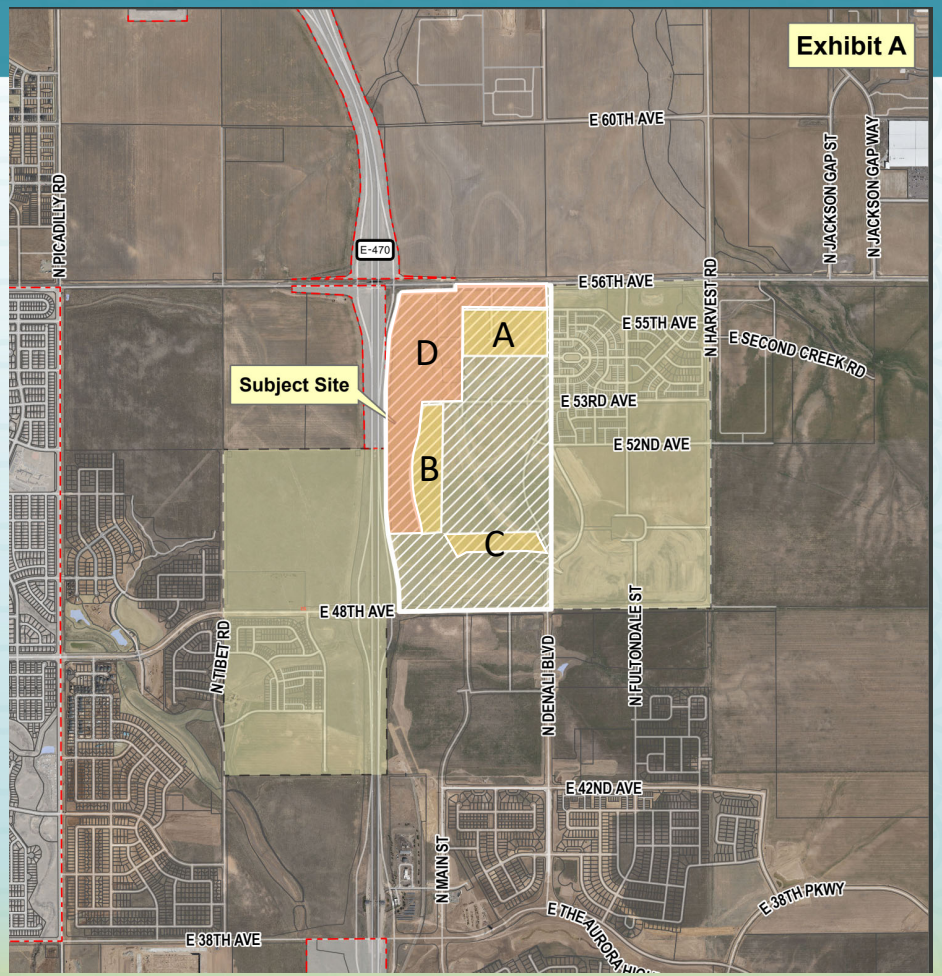
Public Hearing

Aurora City Council

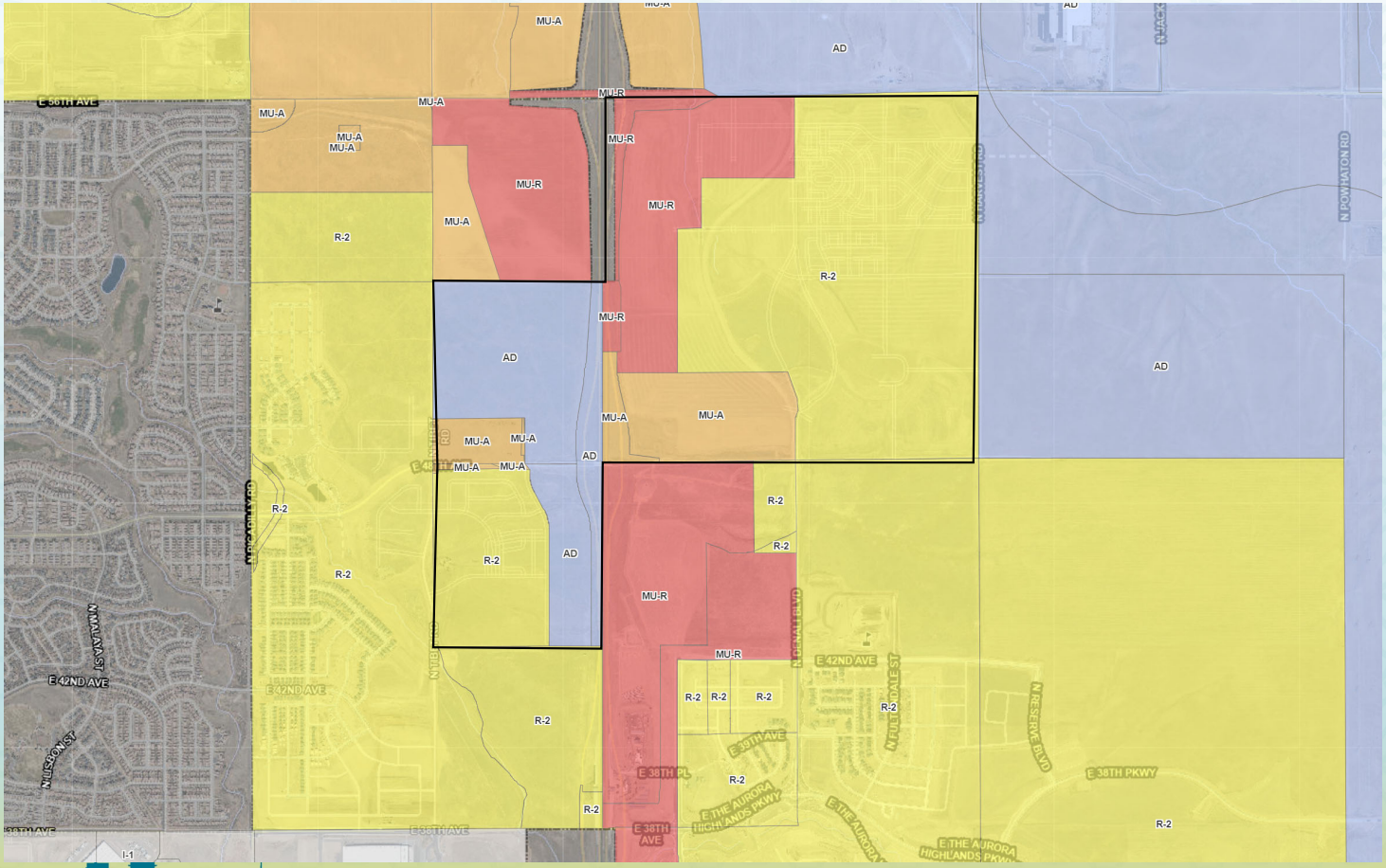
January 27, 2025

VICINITY MAP

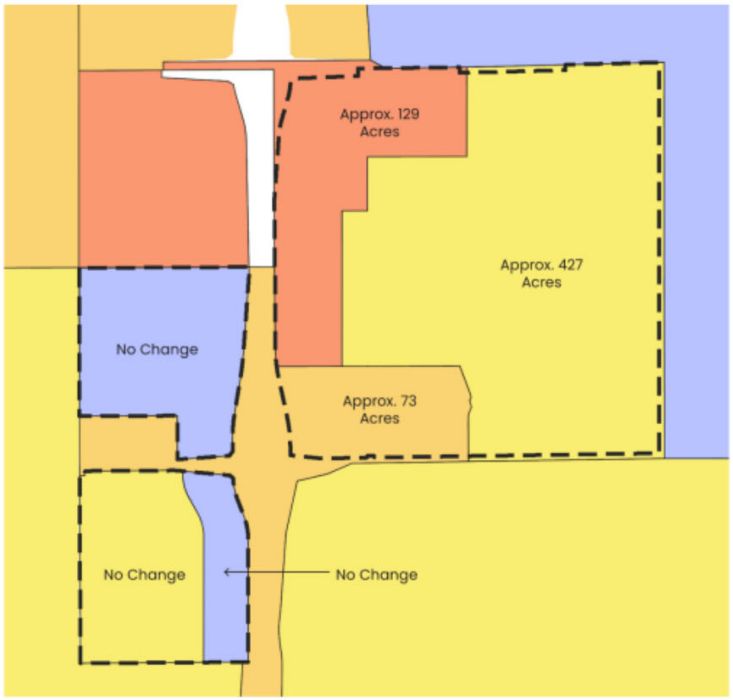
Parcel	Size	Current Zone	Requested Zone
A	24.4± acres	MU-R	R-2
B	20.2± acres	MU-R	R-2
C	20.0± acres	MU-A	R-2
D	84.0± acres	MU-R	MU-A



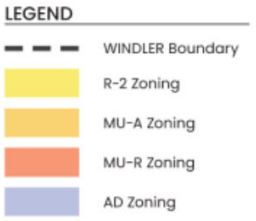
CURRENT ZONING MAP

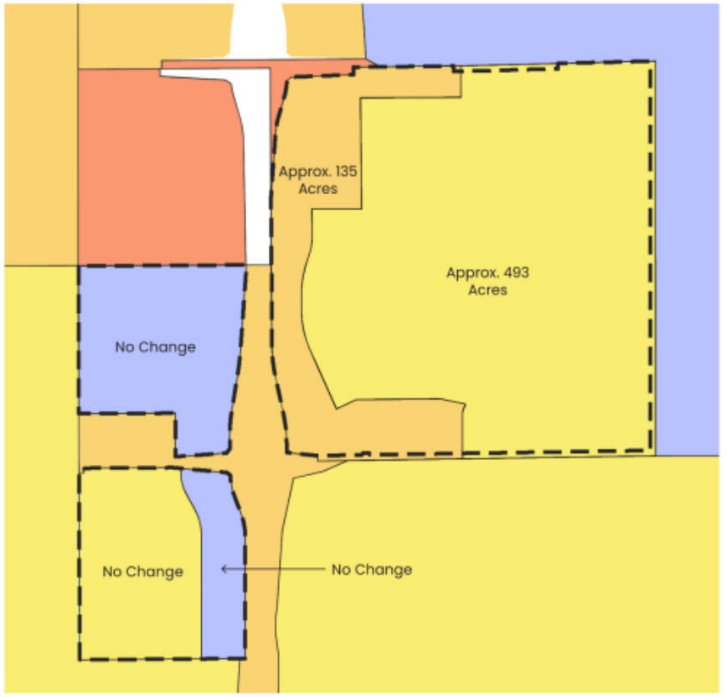


PROPOSED ZONING MAP



Existing Zoning Designation





Proposed Zoning Designation

8bcde. WINDLER ZONING MAP AMENDMENTS

The applicant, GVP Windler, LLC, requests approval of four Zoning Map Amendments to adjust existing zone district boundaries within the Windler Master Plan Development to align with a proposed Master Plan Major Amendment. The Windler Master Plan area is located west of E-470 on the north and south corners of 48th Avenue, as well as east of E-470 from 48th Avenue to 56th Avenue. The proposed Zoning Map Amendments only impact the zone district boundaries of the Windler site located east of E-470 and west of N. Denali. The proposed Zone Map Amendments are generally described as follows: Parcel A - 24.4± acres of Mixed-Use Regional (MU-R) District to Medium Residential (R-2) District; Parcel B – 20.2± acres of Mixed-Use Regional (MU-R) District to Medium Residential (R-2) District; Parcel C – 20.0± acres of Mixed-Use Airport (MU-A) to Medium Density Residential (R-2) and; Parcel D – 84.0± acres from Mixed-Use Regional (MU-R) to Mixed Use Airport (MU-A). In total, the request will rezone approximately 65 acres from mixed-use districts to the R-2 district, and rezone all the remaining MU-R area to MU-A.

Parcel	*Size*	*Current Zone*	*Requested Zone*
A	24.4± acres	MU-R	R-2
B	20.2± acres	MU-R	R-2
C	20.0± acres	MU-A	R-2
D	84.0± acres	MU-R	MU-A

The purpose and intent of each of the existing and proposed districts are as follows:

- The Mixed-Use Airport (MU-A) district is to enable the development of master-planned developments that allow for a mix of uses, located and designed in accordance with the Comprehensive Plan, and allow Aurora to leverage the economic opportunities created by Denver International Airport. A wide variety of attached and detached single-family, two-family, and low to medium-density multi-family housing is permitted.
- The Mixed-Use Regional (MU-R) district is to serve “image-making” areas in Aurora such as gateways, major arterial street and highway intersections, and regional activity centers. The MU-R district allows for a mix of medium to high-density residential and regional commercial uses.
- The Medium Density Residential (R-2) district is to promote and preserve various types of medium-density housing with adequate amounts of usable common space and amenities.

The zoning map amendment requests are needed to accomplish the neighborhood design goals of the most recent Windler Master Plan Amendment. The applicant describes the purpose of this amendment as addressing, “a need for attainable housing not only within Aurora but in the Denver Metro Area generally.” Staff are in support of the amendment requests.

Twelve (12) adjacent property owners and four registered neighborhood organizations were notified of the rezoning application. No comments were received by staff. Therefore, no neighborhood meeting was held. Staff have also not received additional comments as a result of the Planning and Zoning Commission Public

Hearing Notice and signposting.

Testimony Given at the Hearing:

Commissioners Jetchick, Bush and Banka visited the site.

Aja Tibbs, Case Manager, gave a presentation on the item, including the staff recommendation.

Chris Fellows and Kelly Walls, Windler Public Improvement Authority, 9155 E Nichols Avenue STE 360, Centennial, CO 80112, applicant, were available for questions.

Jeff Norberg, PCS Group, 200 Kalamath Street, Denver, CO 80223, agent representing the applicant, was available for questions.

The Planning Commission had no questions for staff or the applicant.

There was no public comment.

Planning Commission Results

AGENDA ITEM 8b – ZONING MAP AMENDMENT TO REZONE PARCEL A FROM MIXED-USE REGIONAL TO MEDIUM-DENSITY RESIDENTIAL

A MOTION WAS MADE BY COMMISSIONER BUSH AND SECONDED BY COMMISSIONER BANKA.

MOVE TO RECOMMEND APPROVAL TO THE CITY COUNCIL OF THE ZONING MAP AMENDMENT OF PARCEL A (+/- 24.4 ACRES) FROM MIXED-USE REGIONAL (MU-R) TO MEDIUM-DENSITY RESIDENTIAL (R-2) BECAUSE THE PROPOSAL COMPLIES WITH THE REQUIREMENTS OF CODE 146-5.4.1.C.3 OF THE UNIFIED DEVELOPMENT ORDINANCE FOR THE FOLLOWING REASONS:

1. IT REMAINS CONSISTENT WITH THE SPIRIT AND INTENT OF THE COMPREHENSIVE PLAN AND THE “HOUSING FOR ALL PRINCIPLE;”
2. IT SUPPORTS UPDATES TO THE WINDLER MASTER PLAN THAT IS BETTER ALIGNED WITH THE ZONE DISTRICTS AND OTHER REGULATIONS OF THE UNIFIED DEVELOPMENT ORDINANCE;
3. THE ZONING MAP AMENDMENT DOES NOT IMPACT COMPATIBILITY WITH THE SURROUNDING AREAS OR USES; AND,
4. IT WILL NOT CREATE ANY DISLOCATIONS OF TENANTS OR OCCUPANTS OF THE PROPERTY.

Further Discussion:

Chair Walls requested an amendment to Commissioner Bush’s motion to correct the requested rezoning district to Medium-Density Residential from Minimum-Density.

Commissioner Bush amended his motion to incorporate this correction.

MOTION PASSED UNANIMOUSLY

AGENDA ITEM 8c – ZONING MAP AMENDMENT TO REZONE PARCEL B FROM MIXED-USE REGIONAL TO MEDIUM- DENSITY RESIDENTIAL

A MOTION WAS MADE BY COMMISSIONER JETCHICK AND SECONDED BY COMMISSIONER BANKA.

MOVE TO RECOMMEND APPROVAL TO THE CITY COUNCIL OF THE ZONING MAP AMENDMENT OF PARCEL B (+/- 20.2 ACRES) FROM MIXED-USE REGIONAL (MU-R) TO MEDIUM-DENSITY RESIDENTIAL (R-2) BECAUSE THE PROPOSAL COMPLIES WITH THE REQUIREMENTS OF CODE 146-5.4.1.C.3 OF THE UNIFIED DEVELOPMENT ORDINANCE FOR THE FOLLOWING REASONS:

1. IT REMAINS CONSISTENT WITH THE SPIRIT AND INTENT OF THE COMPREHENSIVE PLAN AND THE “HOUSING FOR ALL PRINCIPLE;”
2. IT SUPPORTS UPDATES TO THE WINDLER MASTER PLAN THAT IS BETTER ALIGNED WITH THE ZONE DISTRICTS AND OTHER REGULATIONS OF THE UNIFIED DEVELOPMENT ORDINANCE;
3. THE ZONING MAP AMENDMENT DOES NOT IMPACT COMPATIBILITY WITH THE SURROUNDING AREAS OR USES; AND,
4. IT WILL NOT CREATE ANY DISLOCATIONS OF TENANTS OR OCCUPANTS OF THE PROPERTY.

Further Discussion:

No further discussion occurred.

MOTION PASSED UNANIMOUSLY

AGENDA ITEM 8d – ZONING MAP AMENDMENT TO REZONE PARCEL C FROM MIXED-USE AIRPORT TO MEDIUM- DENSITY RESIDENTIAL

A MOTION WAS MADE BY COMMISSIONER BANKA AND SECONDED BY COMMISSIONER HOGAN.

MOVE TO RECOMMEND APPROVAL TO THE CITY COUNCIL OF THE ZONING MAP AMENDMENT OF PARCEL C (+/- 20.0 ACRES) FROM MIXED-USE REGIONAL (MU-R) TO MEDIUM-DENSITY RESIDENTIAL (R-2) BECAUSE THE PROPOSAL COMPLIES WITH THE REQUIREMENTS OF CODE 146-5.4.1.C.3 OF THE UNIFIED DEVELOPMENT ORDINANCE FOR THE FOLLOWING REASONS:

1. IT REMAINS CONSISTENT WITH THE SPIRIT AND INTENT OF THE COMPREHENSIVE PLAN AND THE “HOUSING FOR ALL PRINCIPLE;”

2. IT SUPPORTS UPDATES TO THE WINDLER MASTER PLAN THAT IS BETTER ALIGNED WITH THE ZONE DISTRICTS AND OTHER REGULATIONS OF THE UNIFIED DEVELOPMENT ORDINANCE;
3. THE ZONING MAP AMENDMENT DOES NOT IMPACT COMPATIBILITY WITH THE SURROUNDING AREAS OR USES; AND,
4. IT WILL NOT CREATE ANY DISLOCATIONS OF TENANTS OR OCCUPANTS OF THE PROPERTY.

Further Discussion:

No further discussion occurred.

MOTION PASSED UNANIMOUSLY

AGENDA ITEM 8e – ZONING MAP AMENDMENT TO REZONE PARCEL D FROM MIXED-USE REGIONAL TO MIXED-USE AIRPORT

A MOTION WAS MADE BY COMMISSIONER HOGAN AND SECONDED BY COMMISSIONER JETCHICK.

MOVE TO RECOMMEND APPROVAL TO THE CITY COUNCIL OF THE ZONING MAP AMENDMENT OF PARCEL D (+/- 84.0 ACRES) FROM MIXED-USE REGIONAL (MU-R) TO MIXED-USE AIRPORT (MU-A) BECAUSE THE PROPOSAL COMPLIES WITH THE REQUIREMENTS OF CODE 146-5.4.1.C.3 OF THE UNIFIED DEVELOPMENT ORDINANCE FOR THE FOLLOWING REASONS:

1. IT REMAINS CONSISTENT WITH THE SPIRIT AND INTENT OF THE COMPREHENSIVE PLAN AND THE “HOUSING FOR ALL PRINCIPLE;”
2. IT SUPPORTS UPDATES TO THE WINDLER MASTER PLAN THAT IS BETTER ALIGNED WITH THE ZONE DISTRICTS AND OTHER REGULATIONS OF THE UNIFIED DEVELOPMENT ORDINANCE;
3. THE ZONING MAP AMENDMENT DOES NOT IMPACT COMPATIBILITY WITH THE SURROUNDING AREAS OR USES; AND,
4. IT WILL NOT CREATE ANY DISLOCATIONS OF TENANTS OR OCCUPANTS OF THE PROPERTY.

Further Discussion:

No further discussion occurred.

MOTION PASSED UNANIMOUSLY

CITY OF AURORA
Council Agenda Commentary

Item Title: Windler Zoning Map Amendment – Parcel B
Item Initiator: Aja Tibbs, Planning Supervisor, Planning and Business Development
Staff Source/Legal Source: Aja Tibbs, Planning Supervisor / Lena McClelland, Assistant City Attorney
Outside Speaker: Chris Fellows, Applicant, GVP Windler / Jeff Norberg, Agent / PCS Group
Council Goal: 2012: 5.6--Continue to plan for high quality neighborhoods with a balanced housing stock

COUNCIL MEETING DATES:

Study Session: N/A

Regular Meeting: 1/27/2025

2nd Regular Meeting (if applicable): 2/10/2025

Item requires a Public Hearing: ☒ Yes ☐ No

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

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

2025-03 A PUBLIC HEARING AND INTRODUCTION OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, FOR A ZONING MAP AMENDMENT TO REZONE APPROXIMATELY 20.2 ACRES OF LAND TO MEDIUM-DENSITY RESIDENTIAL DISTRICT (R-2), LOCATED AT THE SOUTHEAST CORNER OF 56TH AVENUE AND E-470 (WINDLER PARCEL B REZONE)
Aja Tibbs, Planning Supervisor, Planning and Business Development / Lena McClelland, Assistant City Attorney

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

☐ Approve Item and Move Forward to Study Session

☐ Approve Item as Proposed at Study Session

☐ Approve Item and Move Forward to Regular Meeting

☒ Approve Item as Proposed at Regular Meeting

☐ Information Only

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

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Planning and Zoning Commission

Policy Committee Date: 1/8/2025

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

☒ Recommends Approval

☐ Does Not Recommend Approval

☐ Forwarded Without Recommendation

☐ Minutes Not Available

☒ Minutes Attached

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

The Planning and Zoning Commission held a public hearing to review the zoning map amendment request at a regular meeting held on January 8, 2025. Following staff's presentation, no public comments were given at the hearing. The commission unanimously voted to make recommendation of approval after the public hearing was closed. A copy of the Planning Commission Meeting Minutes are attached for reference. (Exhibit F)

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

The applicant, GVP Windler, LLC, requests approval of four Zoning Map Amendments to adjust existing zone district boundaries within the Windler Master Plan development to align with a proposed Master Plan Major Amendment. The Windler Master Plan area is located west of E-470 on the north and south corners of 48th Avenue, as well as east of E-470 from 48th Avenue to 56th Avenue. The proposed Zoning Map Amendments only impact the zone district boundaries located east of E-470 and west of N. Denali Pkwy (Exhibit B). The proposed Zone Map Amendments are generally described as follows:

Parcel A - 24.4± acres of Mixed Use Regional (MU-R) District to Medium Residential (R-2) District;
Parcel B – 20.2± acres of Mixed Use Regional (MU-R) District to Medium Residential (R-2) District;
Parcel C – 20.0± acres of Mixed Use Airport (MU-A) to Medium Density Residential (R-2) and;
Parcel D – 84.0± acres from Mixed Use Regional (MU-R) to Mixed Use Airport (MU-A).

Detailed legal descriptions and maps of each parcel are attached to the draft ordinance (Exhibit A). In total, the request will rezone approximately 65 acres from mixed-use districts to the R-2 district, and rezone all the remaining MU-R area to MU-A.

The zoning map amendment requests are needed to accomplish the neighborhood design goals of the most recent Windler Master Plan Amendment (See excerpt land use map attached as Exhibit D). Specifically, to allow the development of two neighborhoods known as Village North and Midtown. Both are small lot subdivisions with a mixture of single-family detached and attached residential units. The applicant describes the purpose of this amendment as addressing, "a need for attainable housing not only within Aurora but in the Denver Metro Area generally." However, single-family detached residential uses are not permitted within the MU-R zone district, so three of the four rezonings (Parcels A, B, and C) are intended to incorporate all of the neighborhood areas within the R-2 zone district.

As a result of this change, staff worked to retain commercial areas within the master plan. The rezone from MU-R to MU-A (Parcel D) provides a regulatory minimum requirement for commercial development, and the activity center within the Village North neighborhood will provide additional commercial development opportunity. Staff are in support of the amendment requests.

Note: Refer to Parcel A packet for Exhibits B-F

FISCAL IMPACT

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

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

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

N/A

BUDGETED EXPENDITURE IMPACT

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

N/A

NON-BUDGETED EXPENDITURE IMPACT

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

N/A

WORKLOAD IMPACT

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

N/A

QUESTIONS FOR COUNCIL

Does the City Council approve the ordinance to rezone 20.2 acres of Mixed Use Regional (MU-R) to Medium Density Residential (R-2) for the Windler Zoning Map Amendment for Parcel B?

LEGAL COMMENTS

The City Council is the governing body of the City and has the authority to approve the Official Zoning Map and amendments to that map. (UDO §146-5.1.1.B)
The City Council shall conduct a public hearing on the application. (UDO §146-5.4.1.C.2.c)
Changes to the Zoning Map for individual parcels shall only be approved if City Council finds that the change to the Zoning Map is required because of changed conditions or circumstances on the property or the surrounding area and (a) the applicant has demonstrated that the proposed rezoning is consistent with the spirit and intent of the Comprehensive Plan, the other policies and plans adopted by the City Council, and with the purpose statement of the proposed new zone district(s); (b) the applicant has demonstrated that the size, scale, height, density, and multi-modal traffic impacts of the proposed rezoning are compatible with surrounding development or can be made compatible through approval conditions; and (c) the application demonstrates that the change in zoning will not create significant dislocations of tenants or occupants of the property, or that any impacts are outweighed by other public benefits or progress toward other Comprehensive Plan goals that would be achieved by approval of the application. (UDO §146-5.4.1.C.3.a.ii) (McClelland)

ORDINANCE NO. 2025- ____

A BILL

FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, FOR A ZONING MAP AMENDMENT TO REZONE APPROXIMATELY 20.2 ACRES OF LAND TO MEDIUM-DENSITY RESIDENTIAL DISTRICT (R-2), LOCATED AT THE SOUTHEAST CORNER OF 56TH AVENUE AND E-470 (WINDLER PARCEL B REZONE)

WHEREAS, the applicant has requested that approximately 20.2 acres of land located at the southeast corner of 56th Avenue and E-470, County of Adams, State of Colorado (the "Property"), be rezoned from Mixed-Use Regional Activity Center District (MU-R) to Medium-Density Residential District (R-2); and

WHEREAS, Section 146-5.4.1.C.3 of the Uniform Development Ordinance provides that all applications for the rezoning of property within the City of Aurora, Colorado (the "City"), shall be presented for a public hearing, both to the Planning and Zoning Commission, who shall render a recommendation to City Council, and to City Council for final decision; and

WHEREAS, on January 8, 2025, following a public hearing, the Planning and Zoning Commission voted to recommend the rezoning of the Property.

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

Section 1. Based on the evidence presented at tonight's public hearing, City Council finds and determines that: the rezoning is consistent with the spirit and intent of the Comprehensive Plan, is compatible with surrounding development, and would not result in a significant dislocation of tenants or occupants of the Property.

Section 2. The Property, as more particularly described in "Exhibit A" attached hereto and incorporated herein, is zoned Medium-Density Residential District (R-2) and the zoning map is hereby amended in accordance with said zoning.

Section 3. Pursuant to Section 5-5 of the Charter of the City of Aurora, Colorado, the second publication of this Ordinance shall be by reference, utilizing the ordinance title. Copies of this Ordinance are available at the Office of the City Clerk.

Section 4. Repealer. All orders, resolutions, or ordinances in conflict with this Ordinance or with any of the documents hereby approved, are hereby repealed only to the

extent of such conflict. This repealer shall not be construed as reviving any resolution, ordinance, or part thereof, heretofore repealed.

INTRODUCED, READ AND ORDERED PUBLISHED this _____ day of _____, 2025.

PASSED AND ORDERED PUBLISHED this _____ day of _____, 2025.

_____
MIKE COFFMAN, Mayor

ATTEST:

_____
KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM BY CITY ATTORNEY PETE SCHULTE:

BY: Lena McClelland RLA
(LENA MCCLELLAND, Assistant City Attorney)

EXHIBIT A
ZONING MAP AMENDMENT

A PARCEL OF LAND, TO HAVE A ZONING DESIGNATION OF R-2, BEING A PART OF WINDLER SUBDIVISION FILING NO. 4, AS RECORDED IN THE RECORDS OF THE ADAMS COUNTY CLERK AND RECORDER, AT RECEPTION NO. 2024000013716. SITUATED IN THE WEST HALF OF SECTION 18, TOWNSHIP 3 SOUTH, RANGE 65 WEST, OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 18, BEING MONUMENTED BY A FOUND NO. 6 REBAR WITH 3-1/4 INCH DIAMETER ALUMINUM CAP, STAMPED WESTWOOD T3S S12/S7/S13/S18 R66W/R65W 2023 PLS 38004, FROM WHICH THE NORTH QUARTER CORNER OF SAID SECTION 18, BEING MONUMENTED BY A FOUND NO. 6 REBAR WITH 3-1/4 INCH DIAMETER ALUMINUM CAP, STAMPED WESTWOOD T3S R65W 1/4 S7/S18 2024 PLS 38004, IS ASSUMED TO BEAR NORTH 89°19’43” EAST, A DISTANCE OF 2607.98 FEET, WITH ALL BEARINGS CONTAINED HEREIN BEING RELATIVE THERETO;

THENCE SOUTH 16°40’55” EAST, A DISTANCE OF 1979.12 FEET, TO THE **POINT OF BEGINNING;**

THENCE THE FOLLOWING NINE (9) COURSES;

1. NORTH 89°51'07" EAST, A DISTANCE OF 353.19 FEET;
2. SOUTH 00°01'39" WEST, A DISTANCE OF 2087.33 FEET;
3. SOUTH 89°55'52" WEST, A DISTANCE OF 291.43 FEET;
4. NORTH 24°33'49" WEST, A DISTANCE OF 210.08 FEET TO A POINT OF CURVATURE;
5. NORTHWESTERLY, A DISTANCE OF 542.85 FEET, ON THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 1297.25 FEET, A CENTRAL ANGLE OF 23°58'35", A CHORD BEARING OF NORTH 12°34'31" WEST, AND A CHORD LENGTH OF 538.90 FEET, TO A POINT OF TANGENCY;
6. NORTH 00°35'14" WEST, A DISTANCE OF 176.45 FEET TO A POINT OF CURVATURE;
7. NORTHEASTERLY, A DISTANCE OF 576.63 FEET, ON THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 1519.25 FEET, A CENTRAL ANGLE OF 21°44'47", A CHORD BEARING OF NORTH 10°17'10" EAST, AND A CHORD LENGTH OF 573.17 FEET, TO A POINT OF REVERSE CURVATURE;
8. NORTHEASTERLY, A DISTANCE OF 265.68 FEET, ON THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 700.00 FEET, A CENTRAL ANGLE OF 21°44'47", A CHORD BEARING OF NORTH 10°17'10" EAST, AND A CHORD LENGTH OF 264.09 FEET, TO A POINT OF TANGENCY;
9. NORTH 00°35'14" WEST, A DISTANCE OF 369.50 FEET TO THE **POINT OF BEGINNING**.

SAID PARCEL CONTAINING A CALCULATED AREA OF 879,374 SQUARE FEET OR 20.188 ACRES, MORE OR LESS AND BEING SUBJECT TO ANY EXISTING EASEMENTS AND OR RIGHTS OF WAY OF WHATSOEVER NATURE.

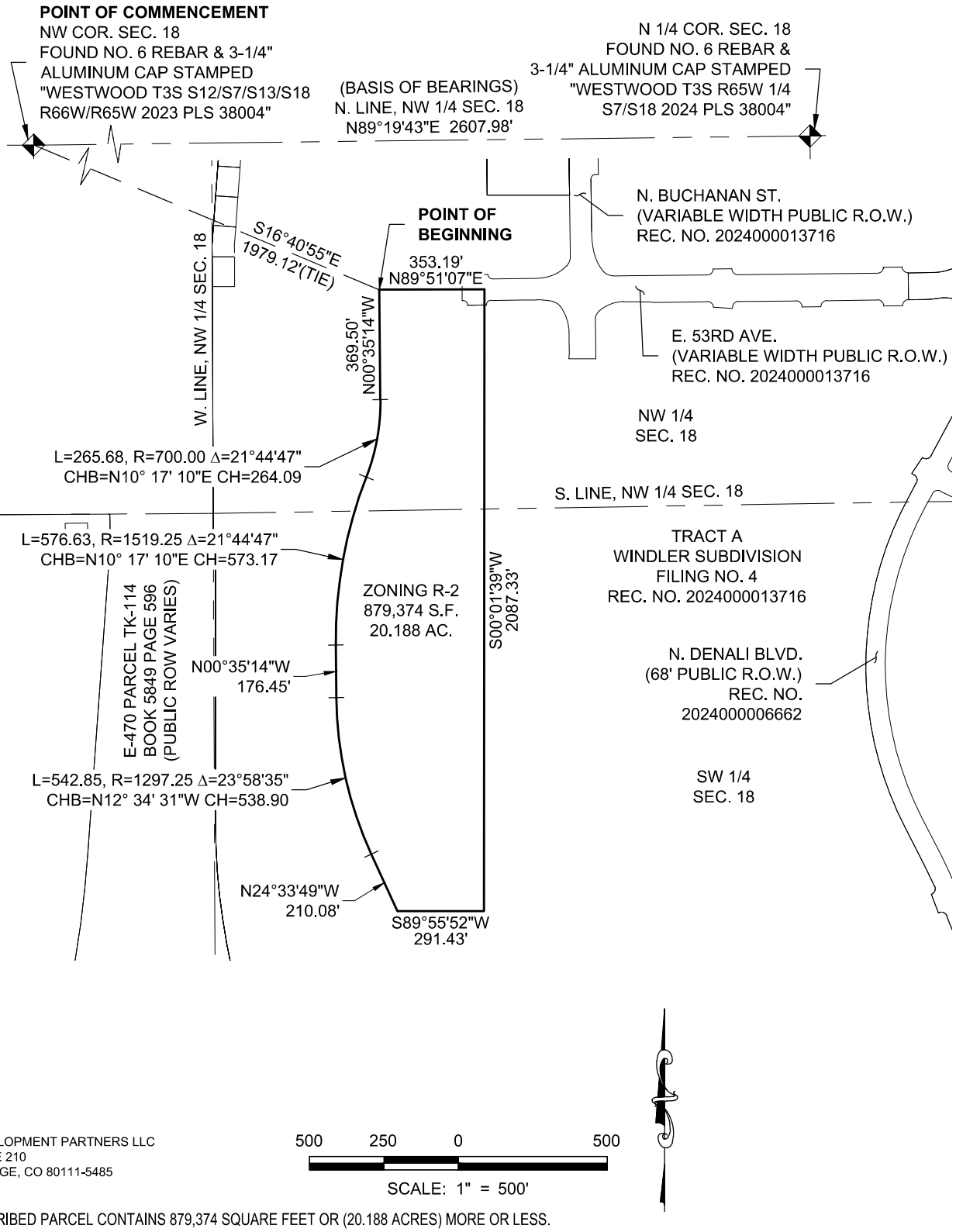
THE LINEAL UNIT USED IN THE PREPARATION OF THIS DESCRIPTION IS THE U.S. SURVEY FOOT AS DEFINED BY THE UNITED STATES DEPARTMENT OF COMMERCE, NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY.

I, JEAN P. HALPIN, A SURVEYOR LICENSED IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE ABOVE LEGAL DESCRIPTION AND ATTACHED EXHIBIT WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND CHECKING.

_____

JEAN P. HALPIN, P.L.S. 38474
FOR AND ON BEHALF OF
WESTWOOD PROFESSIONAL SERVICES, INC.
10333 E. DRY CREEK ROAD, SUITE 400
ENGLEWOOD, CO 80112

ILLUSTRATION FOR
EXHIBIT A



N:\PROJECTS\WINDLER\CAD\SURVEY\LEGALS\F1\SUBMITTAL 05-23-2024\WINDLER F1 - ZONING EXHIBIT - B.DWG, CBYERS, 6/20/24

OWNER:
GVP WINDLER LLC
C/O ALBERTA DEVELOPMENT PARTNERS LLC
5750 DTC PKWY STE 210
GREENWOOD VILLAGE, CO 80111-5485

500 250 0 500

SCALE: 1" = 500'

THE ABOVE DESCRIBED PARCEL CONTAINS 879,374 SQUARE FEET OR (20.188 ACRES) MORE OR LESS.

This illustration does not represent a monumented survey. It is intended only to depict the attached legal description.

A PARCEL OF LAND, BEING A PART OF WINDLER SUBDIVISION FILING NO. 4, AS RECORDED IN THE RECORDS OF THE ADAMS COUNTY CLERK AND RECORDER, AT RECEPTION NO. 2024000013716, SITUATED IN THE WEST HALF OF SECTION 18, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE 6TH P.M., CITY OF AURORA, ADAMS COUNTY, COLORADO.

SCALE: 1" = 500'	BY: CWB	CK'D: JPH	DATE: 6/20/2024

Westwood
Westwoodps.com
Westwood Professional Services, Inc.
10333 E DRY CREEK RD.
SUITE 400
ENGLEWOOD , CO 80112
TEL: 720.482.9526

CITY OF AURORA
Council Agenda Commentary

Item Title: Windler Zoning Map Amendment Parcel C
Item Initiator: Aja Tibbs, Planning Supervisor, Planning and Business Development
Staff Source/Legal Source: Aja Tibbs, Planning Supervisor / Lena McClelland, Assistant City Attorney
Outside Speaker: Chris Fellows, Applicant, GDP Windler / Jeff Norberg, Agent, PCS Group
Council Goal: 2012: 5.6--Continue to plan for high quality neighborhoods with a balanced housing stock

COUNCIL MEETING DATES:

Study Session: N/A

Regular Meeting: 1/27/2025

2nd Regular Meeting (if applicable): 2/10/2025

Item requires a Public Hearing: ☒ Yes ☐ No

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

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

2025-04 A PUBLIC HEARING AND INTRODUCTION OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, FOR A ZONING MAP AMENDMENT TO REZONE APPROXIMATELY 20.0 ACRES OF LAND TO MEDIUM-DENSITY RESIDENTIAL DISTRICT (R-2), LOCATED AT THE SOUTHEAST CORNER OF 56TH AVENUE AND E-470 (WINDLER PARCEL C REZONE)
Aja Tibbs, Planning Supervisor, Planning and Business Development / Lena McClelland, Assistant City Attorney

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

☐ Approve Item and Move Forward to Study Session

☐ Approve Item as Proposed at Study Session

☐ Approve Item and Move Forward to Regular Meeting

☒ Approve Item as Proposed at Regular Meeting

☐ Information Only

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

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Planning and Zoning Commission

Policy Committee Date: 1/8/2025

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

☒ Recommends Approval

☐ Does Not Recommend Approval

☐ Forwarded Without Recommendation

☐ Minutes Not Available

☒ Minutes Attached

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

The Planning and Zoning Commission held a public hearing to review the zoning map amendment request at a regular meeting held on January 8, 2025. Following staff's presentation, no public comments were given at the hearing. The commission unanimously voted to make recommendation of approval after the public hearing was closed. A copy of the Planning Commission Meeting Minutes are attached for reference. (Exhibit F)

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

The applicant, GVP Windler, LLC, requests approval of four Zoning Map Amendments to adjust existing zone district boundaries within the Windler Master Plan development to align with a proposed Master Plan Major Amendment. The Windler Master Plan area is located west of E-470 on the north and south corners of 48th Avenue, as well as east of E-470 from 48th Avenue to 56th Avenue. The proposed Zoning Map Amendments only impact the zone district boundaries located east of E-470 and west of N. Denali Pkwy (Exhibit B). The proposed Zone Map Amendments are generally described as follows:

Parcel A - 24.4± acres of Mixed Use Regional (MU-R) District to Medium Residential (R-2) District;
Parcel B – 20.2± acres of Mixed Use Regional (MU-R) District to Medium Residential (R-2) District;
Parcel C – 20.0± acres of Mixed Use Airport (MU-A) to Medium Density Residential (R-2) and;
Parcel D – 84.0± acres from Mixed Use Regional (MU-R) to Mixed Use Airport (MU-A).

Detailed legal descriptions and maps of each parcel are attached to the draft ordinance (Exhibit A). In total, the request will rezone approximately 65 acres from mixed-use districts to the R-2 district, and rezone all the remaining MU-R area to MU-A.

The zoning map amendment requests are needed to accomplish the neighborhood design goals of the most recent Windler Master Plan Amendment (See excerpt land use map attached as Exhibit D). Specifically, to allow the development of two neighborhoods known as Village North and Midtown. Both are small lot subdivisions with a mixture of single-family detached and attached residential units. The applicant describes the purpose of this amendment as addressing, "a need for attainable housing not only within Aurora but in the Denver Metro Area generally." However, single-family detached residential uses are not permitted within the MU-R zone district, so three of the four rezonings (Parcels A, B, and C) are intended to incorporate all of the neighborhood areas within the R-2 zone district.

As a result of this change, staff worked to retain commercial areas within the master plan. The rezone from MU-R to MU-A (Parcel D) provides a regulatory minimum requirement for commercial development, and the activity center within the Village North neighborhood will provide additional commercial development opportunity. Staff are in support of the amendment requests.

Refer to Parcel A packet for Exhibits B-F

FISCAL IMPACT

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

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

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

N/A

BUDGETED EXPENDITURE IMPACT

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

N/A

NON-BUDGETED EXPENDITURE IMPACT

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

N/A

WORKLOAD IMPACT

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

N/A

QUESTIONS FOR COUNCIL

Does the City Council approve the ordinance to rezone 20.0 acres of Mixed Use Airport (MU-A) to Medium Density Residential (R-2) for the Windler Zoning Map Amendment for Parcel C?

LEGAL COMMENTS

The City Council is the governing body of the City and has the authority to approve the Official Zoning Map and amendments to that map. (UDO §146-5.1.1.B)
The City Council shall conduct a public hearing on the application. (UDO §146-5.4.1.C.2.c)
Changes to the Zoning Map for individual parcels shall only be approved if City Council finds that the change to the Zoning Map is required because of changed conditions or circumstances on the property or the surrounding area and (a) the applicant has demonstrated that the proposed rezoning is consistent with the spirit and intent of the Comprehensive Plan, the other policies and plans adopted by the City Council, and with the purpose statement of the proposed new zone district(s); (b) the applicant has demonstrated that the size, scale, height, density, and multi-modal traffic impacts of the proposed rezoning are compatible with surrounding development or can be made compatible through approval conditions; and (c) the application demonstrates that the change in zoning will not create significant dislocations of tenants or occupants of the property, or that any impacts are outweighed by other public benefits or progress toward other Comprehensive Plan goals that would be achieved by approval of the application. (UDO §146-5.4.1.C.3.a.ii) (McClelland)

ORDINANCE NO. 2025- ____

A BILL

FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, FOR A ZONING MAP AMENDMENT TO REZONE APPROXIMATELY 20.0 ACRES OF LAND TO MEDIUM-DENSITY RESIDENTIAL DISTRICT (R-2), LOCATED AT THE SOUTHEAST CORNER OF 56TH AVENUE AND E-470 (WINDLER PARCEL C REZONE)

WHEREAS, the applicant has requested that approximately 20.0 acres of land located at the southeast corner of 56th Avenue and E-470, County of Adams, State of Colorado (the "Property"), be rezoned from Mixed-Use Airport District (MU-A) to Medium-Density Residential District (R-2); and

WHEREAS, Section 146-5.4.1.C.3 of the Uniform Development Ordinance provides that all applications for the rezoning of property within the City of Aurora, Colorado (the "City"), shall be presented for a public hearing, both to the Planning and Zoning Commission, who shall render a recommendation to City Council, and to City Council for final decision; and

WHEREAS, on January 8, 2025, following a public hearing, the Planning and Zoning Commission voted to recommend the rezoning of the Property.

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

Section 1. Based on the evidence presented at tonight's public hearing, City Council finds and determines that: the rezoning is consistent with the spirit and intent of the Comprehensive Plan, is compatible with surrounding development, and would not result in a significant dislocation of tenants or occupants of the Property.

Section 2. The Property, as more particularly described in "Exhibit A" attached hereto and incorporated herein, is zoned Medium-Density Residential District (R-2) and the zoning map is hereby amended in accordance with said zoning.

Section 3. Pursuant to Section 5-5 of the Charter of the City of Aurora, Colorado, the second publication of this Ordinance shall be by reference, utilizing the ordinance title. Copies of this Ordinance are available at the Office of the City Clerk.

Section 4. Repealer. All orders, resolutions, or ordinances in conflict with this Ordinance or with any of the documents hereby approved, are hereby repealed only to the

extent of such conflict. This repealer shall not be construed as reviving any resolution, ordinance, or part thereof, heretofore repealed.

INTRODUCED, READ AND ORDERED PUBLISHED this _____ day of _____, 2025.

PASSED AND ORDERED PUBLISHED this _____ day of _____, 2025.

_____
MIKE COFFMAN, Mayor

ATTEST:

_____
KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM BY CITY ATTORNEY PETE SCHULTE:

BY: Lena McClelland RLA
(LENA MCCLELLAND, Assistant City Attorney)

EXHIBIT A
ZONING MAP AMENDMENT

A PARCEL OF LAND, TO HAVE A ZONING DESIGNATION OF R-2, BEING A PART OF WINDLER SUBDIVISION FILING NO. 4, AS RECORDED IN THE RECORDS OF THE ADAMS COUNTY CLERK AND RECORDER, AT RECEPTION NO. 2024000013716. SITUATED IN THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 3 SOUTH, RANGE 65 WEST, OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 18, BEING MONUMENTED BY A FOUND NO. 6 REBAR WITH 3-1/4 INCH DIAMETER ALUMINUM CAP, STAMPED WESTWOOD T3S S12/S7/S13/S18 R66W/R65W 2023 PLS 38004, FROM WHICH THE NORTH QUARTER CORNER OF SAID SECTION 18, BEING MONUMENTED BY A FOUND NO. 6 REBAR WITH 3-1/4 INCH DIAMETER ALUMINUM CAP, STAMPED WESTWOOD T3S R65W 1/4 S7/S18 2024 PLS38004, IS ASSUMED TO BEAR NORTH 89°19’43” EAST, A DISTANCE OF 2607.98 FEET, WITH ALL BEARINGS CONTAINED HEREIN BEING RELATIVE THERETO;

THENCE SOUTH 08°58’24” EAST, A DISTANCE OF 4031.93 FEET, TO THE **POINT OF BEGINNING;**

THENCE THE FOLLOWING ELEVEN (11) COURSES;

1. NORTH 89°55'52" EAST, A DISTANCE OF 641.58 FEET;
2. NORTH 89°45'26" EAST, A DISTANCE OF 1241.17 FEET TO A POINT OF NON-TANGENTIAL CURVATURE;
3. SOUTHEASTERLY, A DISTANCE OF 336.08 FEET, ON THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 55053.84 FEET, A CENTRAL ANGLE OF 00°20'59", A CHORD BEARING OF SOUTH 21°03'35" EAST, AND A CHORD LENGTH OF 336.08 FEET, TO A POINT OF REVERSE CURVATURE;
4. SOUTHEASTERLY, A DISTANCE OF 87.86 FEET, ON THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 649.20 FEET, A CENTRAL ANGLE OF 07°45'16", A CHORD BEARING OF SOUTH 18°52'09" EAST, AND A CHORD LENGTH OF 87.80 FEET, TO A POINT OF COMPOUND CURVATURE;
5. SOUTHWESTERLY, A DISTANCE OF 70.01 FEET, ON THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 62.55 FEET, A CENTRAL ANGLE OF 64°07'29", A CHORD BEARING OF SOUTH 13°47'29" WEST, AND A CHORD LENGTH OF 66.41 FEET, TO A POINT OF NON-TANGENCY;
6. SOUTH 15°57'39" EAST, A DISTANCE OF 84.10 FEET;
7. NORTH 78°45'26" WEST, A DISTANCE OF 326.98 FEET TO A POINT OF CURVATURE;
8. NORTHWESTERLY, A DISTANCE OF 52.83 FEET, ON THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 250.00 FEET, A CENTRAL ANGLE OF 12°06'25", A CHORD BEARING OF NORTH 84°48'39" WEST, AND A CHORD LENGTH OF 52.73 FEET, TO A POINT OF NON-TANGENCY;
9. SOUTH 89°24'46" WEST, A DISTANCE OF 1120.28 FEET;
10. SOUTH 65°10'34" WEST, A DISTANCE OF 297.25 FEET;
11. NORTH 24°33'49" WEST, A DISTANCE OF 663.87 FEET TO THE **POINT OF BEGINNING**.

SAID PARCEL CONTAINING A CALCULATED AREA OF 917,870 SQUARE FEET OR 21.071 ACRES, MORE OR LESS AND BEING SUBJECT TO ANY EXISTING EASEMENTS AND OR RIGHTS OF WAY OF WHATSOEVER NATURE.

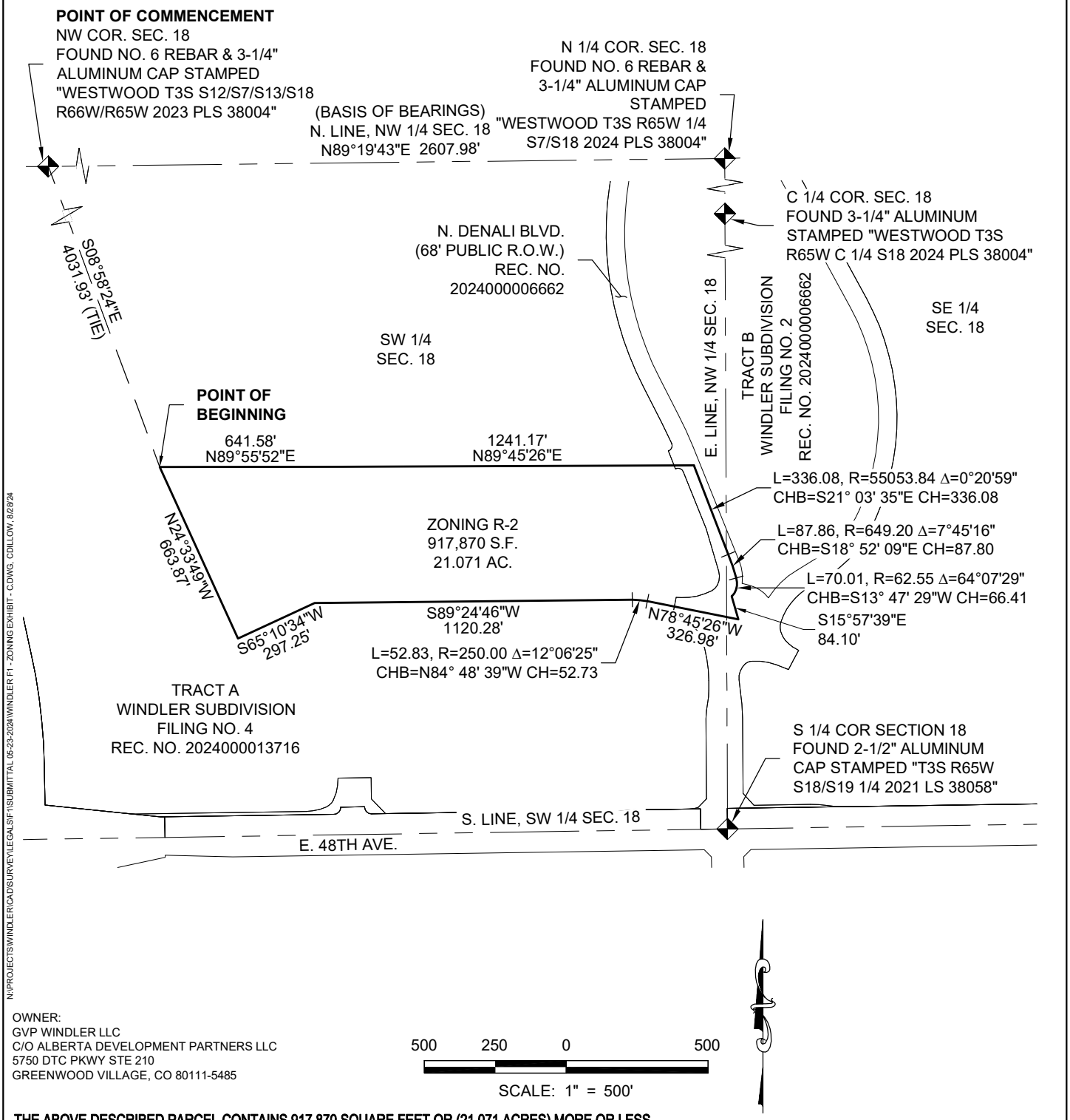
THE LINEAL UNIT USED IN THE PREPARATION OF THIS DESCRIPTION IS THE U.S. SURVEY FOOT AS DEFINED BY THE UNITED STATES DEPARTMENT OF COMMERCE, NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY.

I, JEAN P. HALPIN, A SURVEYOR LICENSED IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE ABOVE LEGAL DESCRIPTION AND ATTACHED EXHIBIT WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND CHECKING.

_____

JEAN P. HALPIN, P.L.S. 38474
FOR AND ON BEHALF OF
WESTWOOD PROFESSIONAL SERVICES, INC.
10333 E. DRY CREEK ROAD, SUITE 400
ENGLEWOOD, CO 80112

ILLUSTRATION FOR
EXHIBIT A



N:\PROJECTS\WINDLER\CADSURVEY\LEGALS\F1\SUBMITTAL 05-23-2024\WINDLER F1 - ZONING EXHIBIT - CDWG, CDILLOW, 8/29/24

OWNER:
GVP WINDLER LLC
C/O ALBERTA DEVELOPMENT PARTNERS LLC
5750 DTC PKWY STE 210
GREENWOOD VILLAGE, CO 80111-5485

THE ABOVE DESCRIBED PARCEL CONTAINS 917,870 SQUARE FEET OR (21.071 ACRES) MORE OR LESS.

This illustration does not represent a monumented survey. It is intended only to depict the attached legal description.

A PARCEL OF LAND, BEING A PART OF WINDLER SUBDIVISION FILING NO. 4, AS RECORDED IN THE RECORDS OF THE ADAMS COUNTY CLERK AND RECORDER, AT RECEPTION NO. 2024000013716, SITUATED IN THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE 6TH P.M., CITY OF AURORA, ADAMS COUNTY, COLORADO.

SCALE: 1" = 500'	BY: CWB	CK'D: JPH	DATE: 8/28/2024

Westwood
10333 E DRY CREEK RD.
SUITE 400
ENGLEWOOD , CO 80112
Westwoodps.com
Westwood Professional Services, Inc.
TEL: 720.482.9526

CITY OF AURORA
Council Agenda Commentary

Item Title: Windler Zoning Map Amendments – Parcel D
Item Initiator: Aja Tibbs, Planning Supervisor, Planning and Business Development
Staff Source/Legal Source: Aja Tibbs, Planning Supervisor / Lena McClelland, Assistant City Attorney
Outside Speaker: Chris Fellows, Applicant, GDP Windler / Jeff Norberg, Agent, PCS Group
Council Goal: 2012: 5.6--Continue to plan for high quality neighborhoods with a balanced housing stock

COUNCIL MEETING DATES:

Study Session: N/A

Regular Meeting: 1/27/2025

2nd Regular Meeting (if applicable): 2/10/2025

Item requires a Public Hearing: ☒ Yes ☐ No

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

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

2025-05 A PUBLIC HEARING AND INTRODUCTION OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, FOR A ZONING MAP AMENDMENT TO REZONE APPROXIMATELY 84.0 ACRES OF LAND TO MIXED-USE AIRPORT DISTRICT (MU-A), LOCATED AT THE SOUTHEAST CORNER OF 56TH AVENUE AND E-470 (WINDLER PARCEL D REZONE)
Aja Tibbs, Planning Supervisor, Planning and Business Development / Lena McClelland, Assistant City Attorney

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

☐ Approve Item and Move Forward to Study Session

☐ Approve Item as Proposed at Study Session

☐ Approve Item and Move Forward to Regular Meeting

☒ Approve Item as Proposed at Regular Meeting

☐ Information Only

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

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Planning & Economic Development

Policy Committee Date: 1/8/2025

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

☒ Recommends Approval

☐ Does Not Recommend Approval

☐ Forwarded Without Recommendation

☐ Minutes Not Available

☒ Minutes Attached

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

The Planning and Zoning Commission held a public hearing to review the zoning map amendment request at a regular meeting held on January 8, 2025. Following staff's presentation, no public comments were given at the hearing. The commission unanimously voted to make recommendation of approval after the public hearing was closed. A copy of the Planning Commission Meeting Minutes are attached for reference. (Exhibit F)

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

The applicant, GVP Windler, LLC, requests approval of four Zoning Map Amendments to adjust existing zone district boundaries within the Windler Master Plan development to align with a proposed Master Plan Major Amendment. The Windler Master Plan area is located west of E-470 on the north and south corners of 48th Avenue, as well as east of E-470 from 48th Avenue to 56th Avenue. The proposed Zoning Map Amendments only impact the zone district boundaries located east of E-470 and west of N. Denali Pkwy (Exhibit B). The proposed Zone Map Amendments are generally described as follows:

Parcel A - 24.4± acres of Mixed Use Regional (MU-R) District to Medium Residential (R-2) District;
Parcel B – 20.2± acres of Mixed Use Regional (MU-R) District to Medium Residential (R-2) District;
Parcel C – 20.0± acres of Mixed Use Airport (MU-A) to Medium Density Residential (R-2) and;
Parcel D – 84.0± acres from Mixed Use Regional (MU-R) to Mixed Use Airport (MU-A).

Detailed legal descriptions and maps of each parcel are attached to the draft ordinance (Exhibit A). In total, the request will rezone approximately 65 acres from mixed-use districts to the R-2 district, and rezone all the remaining MU-R area to MU-A.

The zoning map amendment requests are needed to accomplish the neighborhood design goals of the most recent Windler Master Plan Amendment (See excerpt land use map attached as Exhibit D). Specifically, to allow the development of two neighborhoods known as Village North and Midtown. Both are small lot subdivisions with a mixture of single-family detached and attached residential units. The applicant describes the purpose of this amendment as addressing, "a need for attainable housing not only within Aurora but in the Denver Metro Area generally." However, single-family detached residential uses are not permitted within the MU-R zone district, so three of the four rezonings (Parcels A, B, and C) are intended to incorporate all of the neighborhood areas within the R-2 zone district.

As a result of this change, staff worked to retain commercial areas within the master plan. The rezone from MU-R to MU-A (Parcel D) provides a regulatory minimum requirement for commercial development, and the activity center within the Village North neighborhood will provide additional commercial development opportunity. Staff are in support of the amendment requests.

Refer to Parcel A packet for Exhibits B-F

FISCAL IMPACT

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

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

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

N/A

BUDGETED EXPENDITURE IMPACT

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

N/A

NON-BUDGETED EXPENDITURE IMPACT

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

N/A

WORKLOAD IMPACT

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

N/A

QUESTIONS FOR COUNCIL

Does the City Council approved the ordinance to rezone 84.0 acres from Mixed Use Regional (MU-A) to Mixed Use Airport (MU-A) for the Zoning Map Amendment for Parcel D?

LEGAL COMMENTS

The City Council is the governing body of the City and has the authority to approve the Official Zoning Map and amendments to that map. (UDO §146-5.1.1.B)
The City Council shall conduct a public hearing on the application. (UDO §146-5.4.1.C.2.c)
Changes to the Zoning Map for individual parcels shall only be approved if City Council finds that the change to the Zoning Map is required because of changed conditions or circumstances on the property or the surrounding area and (a) the applicant has demonstrated that the proposed rezoning is consistent with the spirit and intent of the Comprehensive Plan, the other policies and plans adopted by the City Council, and with the purpose statement of the proposed new zone district(s); (b) the applicant has demonstrated that the size, scale, height, density, and multi-modal traffic impacts of the proposed rezoning are compatible with surrounding development or can be made compatible through approval conditions; and (c) the application demonstrates that the change in zoning will not create significant dislocations of tenants or occupants of the property, or that any impacts are outweighed by other public benefits or progress toward other Comprehensive Plan goals that would be achieved by approval of the application. (UDO §146-5.4.1.C.3.a.ii) (McClelland)

ORDINANCE NO. 2025- ____

A BILL

FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, FOR A ZONING MAP AMENDMENT TO REZONE APPROXIMATELY 84.0 ACRES OF LAND TO MIXED-USE AIRPORT DISTRICT (MU-A), LOCATED AT THE SOUTHEAST CORNER OF 56TH AVENUE AND E-470 (WINDLER PARCEL D REZONE)

WHEREAS, the applicant has requested that approximately 84.0 acres of land located at the southeast corner of 56th Avenue and E-470, County of Adams, State of Colorado (the "Property"), be rezoned from Mixed-Use Regional Activity Center District (MU-R) to Mixed-Use Airport District (MU-A); and

WHEREAS, Section 146-5.4.1.C.3 of the Uniform Development Ordinance provides that all applications for the rezoning of property within the City of Aurora, Colorado (the "City"), shall be presented for a public hearing, both to the Planning and Zoning Commission, who shall render a recommendation to City Council, and to City Council for final decision; and

WHEREAS, on January 8, 2025, following a public hearing, the Planning and Zoning Commission voted to recommend the rezoning of the Property.

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

Section 1. Based on the evidence presented at tonight's public hearing, City Council finds and determines that: the rezoning is consistent with the spirit and intent of the Comprehensive Plan, is compatible with surrounding development, and would not result in a significant dislocation of tenants or occupants of the Property.

Section 2. The Property, as more particularly described in "Exhibit A" attached hereto and incorporated herein, is zoned Mixed-Use Airport District (MU-A) and the zoning map is hereby amended in accordance with said zoning.

Section 3. Pursuant to Section 5-5 of the Charter of the City of Aurora, Colorado, the second publication of this Ordinance shall be by reference, utilizing the ordinance title. Copies of this Ordinance are available at the Office of the City Clerk.

Section 4. Repealer. All orders, resolutions, or ordinances in conflict with this Ordinance or with any of the documents hereby approved, are hereby repealed only to the

extent of such conflict. This repealer shall not be construed as reviving any resolution, ordinance, or part thereof, heretofore repealed.

INTRODUCED, READ AND ORDERED PUBLISHED this _____ day of _____, 2025.

PASSED AND ORDERED PUBLISHED this _____ day of _____, 2025.

_____
MIKE COFFMAN, Mayor

ATTEST:

_____
KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM BY CITY ATTORNEY PETE SCHULTE:

BY: Lena McClelland RLA
(LENA MCCLELLAND, Assistant City Attorney)

EXHIBIT A
ZONING MAP AMENDMENT

A PARCEL OF LAND, TO HAVE A ZONING DESIGNATION OF MU-A, BEING A PART OF WINDLER SUBDIVISION FILING NO. 4, AS RECORDED IN THE RECORDS OF THE ADAMS COUNTY CLERK AND RECORDER, AT RECEPTION NO. 2024000013716. SITUATED IN THE WEST HALF AND THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 3 SOUTH, RANGE 65 WEST, OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 18, BEING MONUMENTED BY A FOUND NO. 6 REBAR WITH A 3-1/4 INCH DIAMETER ALUMINUM CAP, STAMPED WESTWOOD T3S S12/S7/S13/S18 R66W/R65W 2023 PLS 38004, FROM WHICH THE NORTH QUARTER CORNER OF SAID SECTION 18, BEING MONUMENTED BY A FOUND NO. 6 REBAR WITH A 3-1/4 INCH DIAMETER ALUMINUM CAP, STAMPED WESTWOOD T3S R65W 1/4 S7/S18 2024 PLS 38004, IS ASSUMED TO BEAR NORTH 89°19’43” EAST, A DISTANCE OF 2607.98 FEET, WITH ALL BEARINGS CONTAINED HEREIN BEING RELATIVE THERETO;

THENCE SOUTH 66°56’03” EAST, A DISTANCE OF 307.70 FEET, TO THE SOUTHERLY RIGHT-OF-WAY OF E-470, AS RECORDED IN THE RECORDS OF THE ADAMS COUNTY CLERK AND RECORDER, IN BOOK 5849, AT PAGE 596, AND THE **POINT OF BEGINNING;**

THENCE THE FOLLOWING TWENTY-FOUR (24) COURSES;

1. NORTH 87°43'26" EAST, ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 853.88 FEET;
2. CONTINUING ALONG SAID RIGHT-OF-WAY, NORTH 00°00'09" EAST, A DISTANCE OF 99.96 FEET, TO THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 18;
3. CONTINUING ALONG SAID NORTH LINE, NORTH 89°19'43" EAST, A DISTANCE OF 1471.59 FEET TO SAID NORTH QUARTER CORNER;
4. DEPARTING SAID NORTH LINE, AND ALONG THE EAST LINE OF SAID NORTHWEST QUARTER, SOUTH 00°14'35" EAST, A DISTANCE OF 423.53 FEET;
5. DEPARTING SAID EAST LINE, SOUTH 89°45'22" WEST, A DISTANCE OF 1375.79 FEET;
6. SOUTH 00°35'14" EAST, A DISTANCE OF 1496.17 FEET;
7. SOUTH 89°55'24" WEST, A DISTANCE OF 681.03 FEET;
8. SOUTH 00°35'14" EAST, A DISTANCE OF 369.50 FEET, TO A POINT OF CURVATURE;
9. SOUTHWESTERLY, A DISTANCE OF 265.68 FEET, ON THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 700.00 FEET, A CENTRAL ANGLE OF 21°44'47", A CHORD BEARING OF SOUTH 10°17'10" WEST, AND A CHORD LENGTH OF 264.09 FEET, TO A POINT OF REVERSE CURVATURE;
10. SOUTHWESTERLY, A DISTANCE OF 576.63 FEET, ON THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 1519.25 FEET, A CENTRAL ANGLE OF 21°44'47", A CHORD BEARING OF SOUTH 10°17'10" WEST, AND A CHORD LENGTH OF 573.17 FEET, TO A POINT OF TANGENCY;
11. SOUTH 00°35'14" EAST, A DISTANCE OF 176.45 FEET, TO A POINT OF CURVATURE;
12. SOUTHEASTERLY, A DISTANCE OF 542.85 FEET, ON THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 1297.25 FEET, A CENTRAL ANGLE OF 23°58'35", A CHORD BEARING OF SOUTH 12°34'31" EAST, AND A CHORD LENGTH OF 538.90 FEET, TO A POINT OF TANGENCY;
13. SOUTH 24°33'49" EAST, A DISTANCE OF 201.13 FEET;

14. SOUTH 89°08'09" WEST, A DISTANCE OF 586.66 FEET, TO THE EASTERLY RIGHT-OF-WAY OF E-470, AS RECORDED IN THE RECORDS OF THE ADAMS COUNTY CLERK AND RECORDER IN BOOK 5849, AT PAGE 596, AND A POINT OF NON-TANGENTIAL CURVATURE;

THENCE CONTINUING ALONG SAID RIGHT-OF-WAY THE FOLLOWING FOUR (4) COURSES;

15. NORTHWESTERLY, A DISTANCE OF 301.86 FEET, ON THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 2252.81 FEET, A CENTRAL ANGLE OF 07°40'38", A CHORD BEARING OF NORTH 03°50'19" WEST, AND A CHORD LENGTH OF 301.64 FEET TO A POINT OF TANGENCY;

16. NORTH 00°00'00" EAST, A DISTANCE OF 935.52 FEET;

17. NORTH 13°50'55" WEST, A DISTANCE OF 30.54 FEET;

18. NORTH 00°13'40" WEST, A DISTANCE OF 69.97 FEET, TO THE WEST QUARTER CORNER OF SAID SECTION 18, BEING MONUMENTED BY A FOUND 2-1/2 INCH DIAMETER PIPE WITH A 3-1/8 INCH DIAMETER BRASS CAP, STAMPED T3S R66W/R65W S13/S18 1/4 1999 LS 23413;

THENCE ALONG THE EASTERLY RIGHT-OF-WAY OF E-470, AS RECORDED IN THE RECORDS OF THE ADAMS COUNTY CLERK AND RECORDER AIN BOOK 5849, AT PAGE 596, THE FOLLOWING SIX (6) COURSES;

19. NORTH 00°14'00" WEST, A DISTANCE OF 902.92 FEET;

20. NORTH 04°06'00" EAST, A DISTANCE OF 864.95 FEET, TO A POINT OF CURVATURE;

21. NORTHEASTERLY, A DISTANCE OF 234.24 FEET, ON THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 1055.92 FEET, A CENTRAL ANGLE OF 12°42'37", A CHORD BEARING OF NORTH 10°27'19" EAST, AND A CHORD LENGTH OF 233.76 FEET, TO A POINT OF TANGENCY;

22. NORTH 16°48'38" EAST, A DISTANCE OF 247.48 FEET, TO A POINT OF CURVATURE;

23. NORTHEASTERLY, A DISTANCE OF 248.65 FEET, ON THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 1044.93 FEET, A CENTRAL ANGLE OF 13°38'02", A CHORD BEARING OF NORTH 09°59'37" EAST, AND A CHORD LENGTH OF 248.06 FEET, TO A POINT OF NON-TANGENCY;

24. NORTH 48°50'42" EAST, A DISTANCE OF 75.85 FEET, TO THE **POINT OF BEGINNING**.

SAID PARCEL CONTAINING A CALCULATED AREA OF 3,659,164 SQUARE FEET OR 84.003 ACRES, MORE OR LESS AND BEING SUBJECT TO ANY EXISTING EASEMENTS AND OR RIGHTS OF WAY OF WHATSOEVER NATURE.

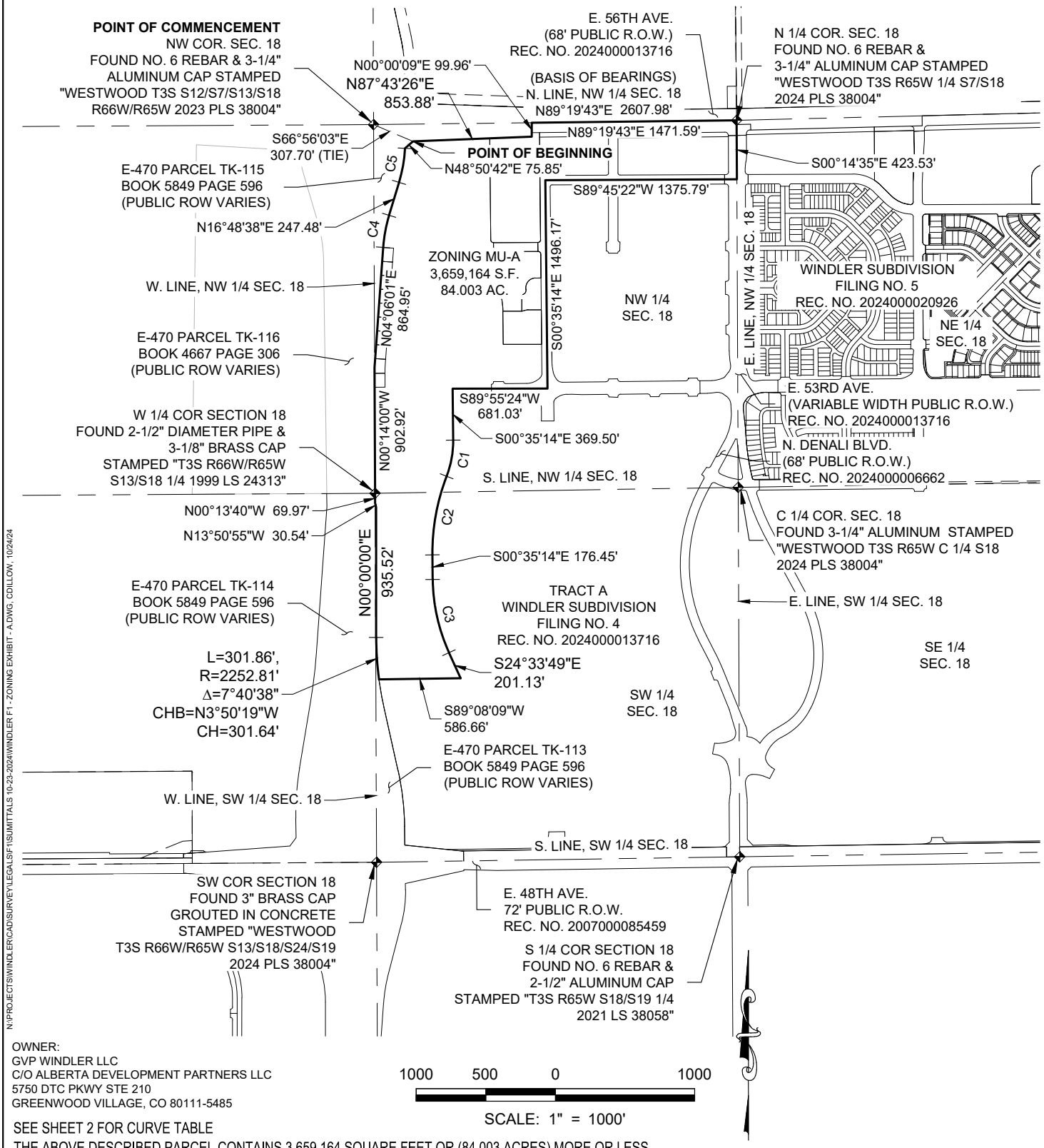
THE LINEAL UNIT USED IN THE PREPARATION OF THIS DESCRIPTION IS THE U.S. SURVEY FOOT AS DEFINED BY THE UNITED STATES DEPARTMENT OF COMMERCE, NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY.

I, JEAN P. HALPIN, A SURVEYOR LICENSED IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE ABOVE LEGAL DESCRIPTION AND ATTACHED EXHIBIT WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND CHECKING.

_____

JEAN P. HALPIN, P.L.S. 38474
FOR AND ON BEHALF OF
WESTWOOD PROFESSIONAL SERVICES, INC.
10333 E. DRY CREEK ROAD, SUITE 400
ENGLEWOOD, CO 80112

ILLUSTRATION FOR
EXHIBIT A



N:\PROJECTS\WINDLER\CAD\SURVEY\LEGALS\F1\SUMITTALS 10-23-2024\WINDLER F1 - ZONING EXHIBIT - A.DWG, CDILLOW, 10/24/24

OWNER:
GVP WINDLER LLC
C/O ALBERTA DEVELOPMENT PARTNERS LLC
5750 DTC PKWY STE 210
GREENWOOD VILLAGE, CO 80111-5485

SEE SHEET 2 FOR CURVE TABLE

THE ABOVE DESCRIBED PARCEL CONTAINS 3,659,164 SQUARE FEET OR (84.003 ACRES) MORE OR LESS.

This illustration does not represent a monumented survey. It is intended only to depict the attached legal description.

A PARCEL OF LAND, BEING A PART OF WINDLER SUBDIVISION FILING NO. 4, AS RECORDED IN THE RECORDS OF THE ADAMS COUNTY CLERK AND RECORDER, AT RECEPTION NO. 2024000013716, SITUATED IN THE WEST HALF AND THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE 6TH P.M., CITY OF AURORA, ADAMS COUNTY, COLORADO.

SCALE: 1" = 1000'	BY: CAD	CK'D: JPH	DATE: 10/24/2024

Westwood
10333 E DRY CREEK RD.
SUITE 400
ENGLEWOOD , CO 80112
Westwoodps.com
Westwood Professional Services, Inc.
TEL: 720.482.9526

ILLUSTRATION FOR
EXHIBIT A

CURVE TABLE					
CURVE NO.	RADIUS	DELTA	LENGTH	CHORD DIRECTION	CHORD LENGTH
C1	700.00'	21°44'47"	265.68'	S10°17'10"W	264.09'
C2	1519.25'	21°44'47"	576.63'	S10°17'10"W	573.17'
C3	1297.25'	23°58'35"	542.85'	S12°34'31"E	538.90'
C4	1055.92'	12°42'37"	234.24'	N10°27'19"E	233.76'
C5	1044.93'	13°38'02"	248.65'	N09°59'37"E	248.06'

N:\PROJECTS\WINDLER\CADSURVEY\LEGALS\F1\SUMITTALS 10-23-2024\WINDLER F1 - ZONING EXHIBIT - A.DWG, CDILLOW, 10/24/24

OWNER:
GVP WINDLER LLC
C/O ALBERTA DEVELOPMENT PARTNERS LLC
5750 DTC PKWY STE 210
GREENWOOD VILLAGE, CO 80111-5485

This illustration does not represent a monumented survey. It is intended only to depict the attached legal description.

A PARCEL OF LAND, BEING A PART OF WINDLER SUBDIVISION FILING NO. 4, AS RECORDED IN THE RECORDS OF THE ADAMS COUNTY CLERK AND RECORDER, AT RECEPTION NO. 2024000013716, SITUATED IN THE WEST HALF OF SECTION 18, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE 6TH P.M., CITY OF AURORA, ADAMS COUNTY, COLORADO.

SCALE: NTS	BY: CAD	CK'D: JPH	DATE: 10/24/2024

Westwood
10333 E DRY CREEK RD.
SUITE 400
ENGLEWOOD , CO 80112
Westwoodps.com
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TEL: 720.482.9526

CITY OF AURORA
Council Agenda Commentary

Item Title: Urban Cottages Jewell - Zoning Map Amendment
Item Initiator: Rachid Rabbaa, Planner III, Planning and Business Development
Staff Source/Legal Source: Rachid Rabbaa, Planner III / Lena McClelland, Assistant City Attorney
Outside Speaker: Todd Johnson, Applicant, Urban Cottages LLC / Alan Cunningham, Agent, PCS Group INC
Council Goal: 2012: 5.6--Continue to plan for high quality neighborhoods with a balanced housing stock

COUNCIL MEETING DATES:

Study Session: N/A

Regular Meeting: 1/27/2025

2nd Regular Meeting (if applicable): 2/10/2025

Item requires a Public Hearing: ☒ Yes ☐ No

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

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

2025-06 A PUBLIC HEARING AND INTRODUCTION OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, FOR A ZONING MAP AMENDMENT TO REZONE APPROXIMATELY 3.91 ACRES OF LAND TO MEDIUM-DENSITY RESIDENTIAL DISTRICT (R-2), LOCATED SOUTH OF THE INTERSECTION OF EAST JEWELL AVENUE AND SOUTH JOLIET STREET (URBAN COTTAGES ON JEWELL REZONE)
Rachid Rabbaa, Planner III, Planning and Business Development / Lena McClelland, Assistant City Attorney

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

☐ Approve Item and Move Forward to Study Session

☐ Approve Item as Proposed at Study Session

☐ Approve Item and Move Forward to Regular Meeting

☒ Approve Item as Proposed at Regular Meeting

☐ Information Only

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

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Planning and Zoning Commission

Policy Committee Date: 1/8/2025

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

☒ Recommends Approval

☐ Does Not Recommend Approval

☐ Forwarded Without Recommendation

☐ Minutes Not Available

☒ Minutes Attached

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

The Planning and Zoning Commission held a public hearing to review the Zoning Map Amendment and Site Plan request at a regular meeting held on January 8, 2025. Following staff's presentation, public comments were given at the hearing. The commission voted to make recommendation of approval for the Zoning Map Amendment. The commission voted to table the Site Plan request. A copy of the Planning Commission Meeting Minutes are attached for reference.

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

The applicant, Urban Cottages, LCC, is requesting approval of a Zoning Map Amendment (Rezone) for 3.91 acres from the Rural Residential (R-R) to Medium-Density Residential (R-2) District. The subject property is located south of E. Jewell Avenue, a collector street, approximately 900' east of S. Havana Street. The site is bounded by single-family attached and detached residential development to the north, a park to the east, a large lot rural residential development to the west, and single-family detached residential development and vacant land to the south. The subject property lies within the Established Neighborhood placetype in the Aurora Places Comprehensive Plan and is located in direct proximity to Havana Heights, a low-density single-family neighborhood.

The purpose of the R-2 Medium Density District is to promote and preserve various types of medium density housing with adequate amounts of usable common space and amenities. This district is intended for use close to collector streets and public transit facilities. The surrounding area includes a variety of land uses with commercial on Havana and Ponderosa Elementary school to the east. Residential uses include single family detached, townhome and multifamily all nearby. Based on the approval criteria regarding the consistency with the Comprehensive Plan, purpose statement of the zoning district, scale of the proposal and compatibility with the surrounding area, the proposed Zoning Map Amendment complies with the approval criteria in the City Code.

Neighborhood comments were received during the first review cycle regarding infrastructure, parking, and traffic concerns. Based on the comments and concerns, a neighborhood meeting was held on Tuesday, May 31, 2022. The applicant addressed the concerns raised at the meeting.

FISCAL IMPACT

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

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

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

N/A

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

N/A

NON-BUDGETED EXPENDITURE IMPACT

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

N/A

WORKLOAD IMPACT

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

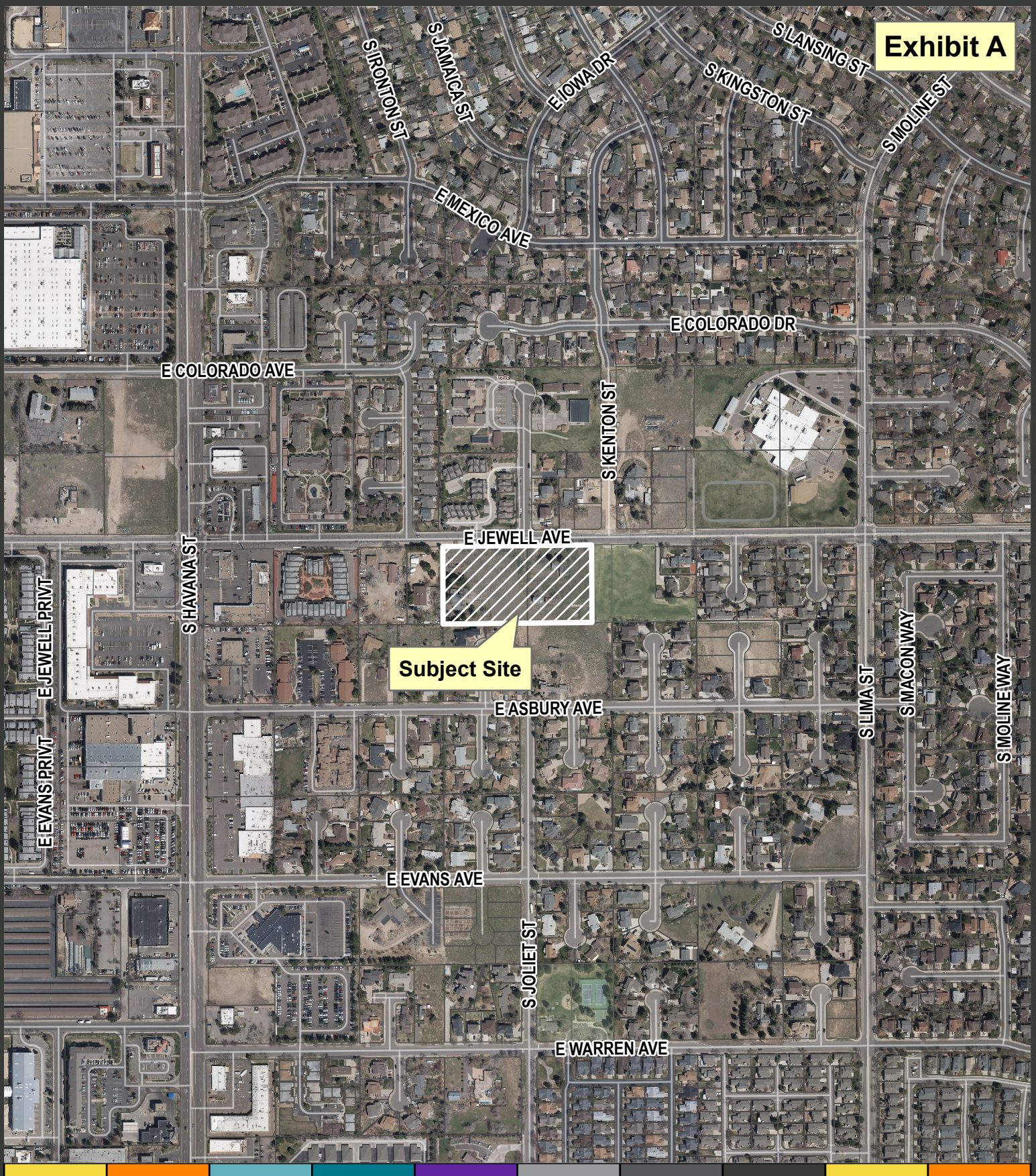
N/A

QUESTIONS FOR COUNCIL

Does the City Council wish to approve the ordinance to rezone 3.91 acres of Rural Residential (R-R) to Medium Density Residential (R-2) for the Urban Cottages Jewell Zoning Map Amendment?

LEGAL COMMENTS

The City Council is the governing body of the City and has the authority to approve the Official Zoning Map and amendments to that map. (UDO §146-5.1.1.B)
The City Council shall conduct a public hearing on the application. (UDO §146-5.4.1.C.2.c)
Changes to the Zoning Map for individual parcels shall only be approved if City Council finds that the change to the Zoning Map is required because of changed conditions or circumstances on the property or the surrounding area and (a) the applicant has demonstrated that the proposed rezoning is consistent with the spirit and intent of the Comprehensive Plan, the other policies and plans adopted by the City Council, and with the purpose statement of the proposed new zone district(s); (b) the applicant has demonstrated that the size, scale, height, density, and multi-modal traffic impacts of the proposed rezoning are compatible with surrounding development or can be made compatible through approval conditions; and (c) the application demonstrates that the change in zoning will not create significant dislocations of tenants or occupants of the property, or that any impacts are outweighed by other public benefits or progress toward other Comprehensive Plan goals that would be achieved by approval of the application. (UDO §146-5.4.1.C.3.a.ii) (McClelland)



Planning and Business Development

15151 E. Alameda Parkway
Aurora CO 80012 USA
AuroraGov.org
303.739.7250
GIS@auroragov.org

Miles 0 0.04 0.08

City of Aurora, Colorado

Urban Cottages Jewell
Zoning Map Amendment
Site Plan w/ Adjustments

Case Numbers: 1984-2057-02, 2022-4026-00
Development Application: #2023-00

12/12/2024 I:\GIS\ArcGIS_Pro_Projects\Planning\Development Review\Data Services\VicinityMap_Pro\VicinityMap_Pro_Arial.aprx

Urban Cottages Jewell – Zoning Map Amendment

Project No: DA-2309-00

Public Hearing

Aurora City Council

January 27, 2025

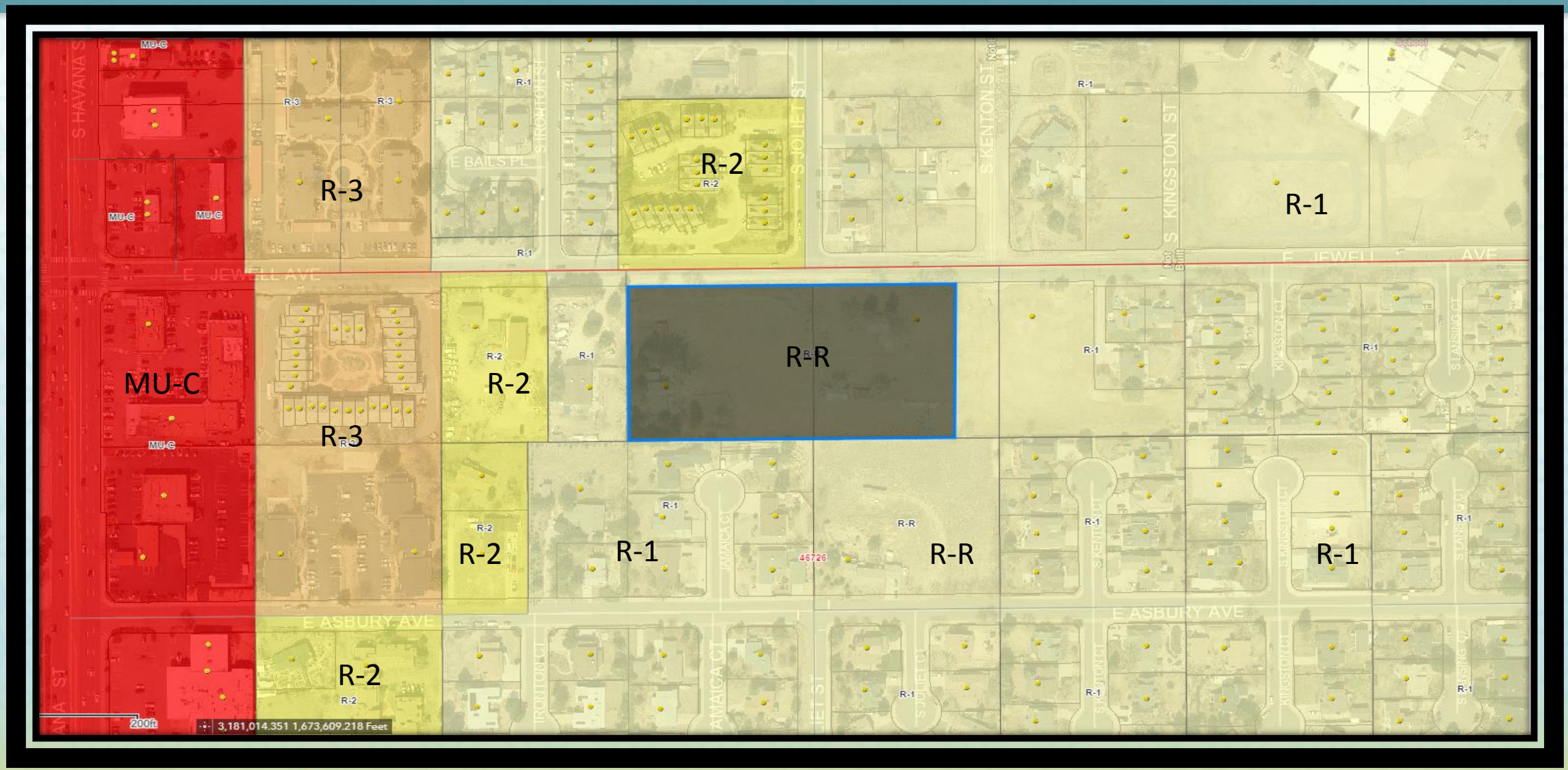
APPLICATION

- **Request:** Zoning Map Amendment from RR- to R-2
- **Location:** The subject property is located south of the intersection of E Jewell Avenue and S Joliet Street approximately 900’ east of S Havana Street
- **Applicant:** Urban Cottages, LLC. (Todd Johnson)
- **Agent:** PCS Group, INC. (Liam Hogan)
- **Current Zoning:** R-R (Rural Residential) District
- **Proposed Zoning**: R-2 (Medium Density Residential) District
- **Placetype:** Established Neighborhood

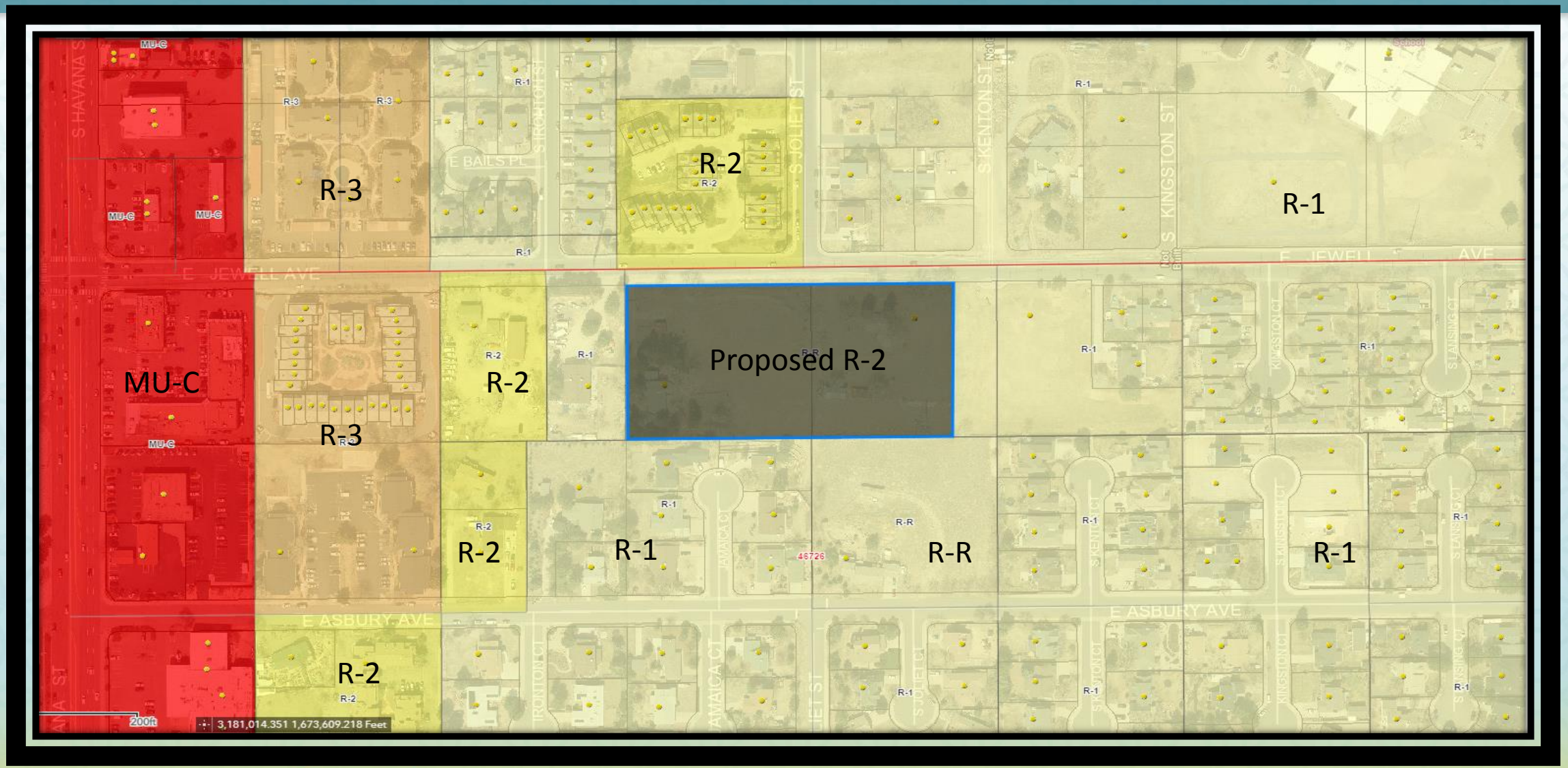
AERIAL MAP



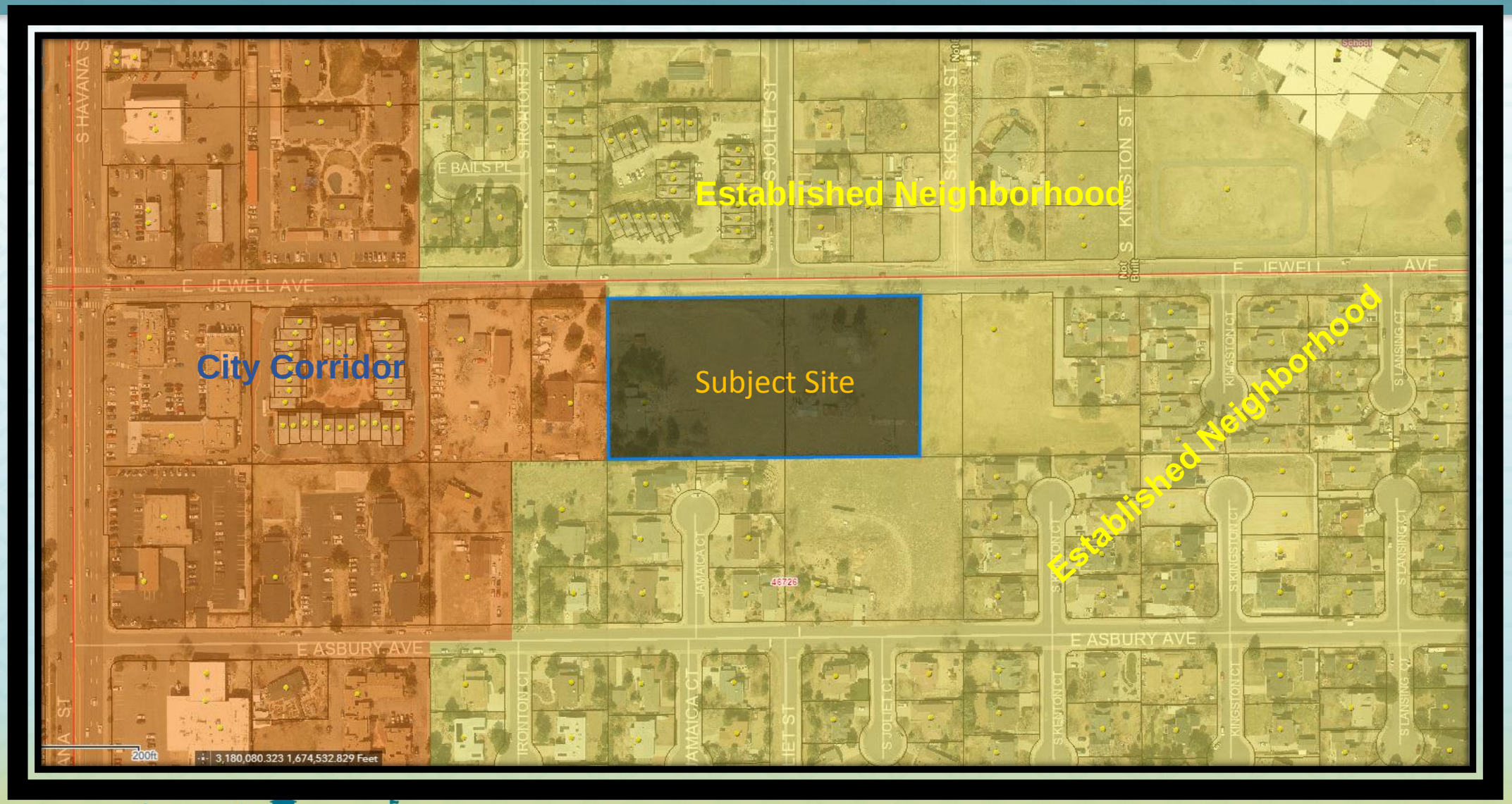
ZONING MAP AMENDMENT (Existing Zoning)



ZONING MAP AMENDMENT (Proposed Zoning)



PLACETYPE MAP



ZONING MAP AMENDMENT APPROVAL CRITERIA

Per Section 146-5.4.1.C.3, an application for changes to the Zoning Map shall only be recommended for approval to City Council if the Planning and Zoning Commission finds that the following criteria have been met and shall only be approved if City Council finds that the following criteria have been met:

1)The change to the Zoning Map is needed to correct an error; or

2)The change to the Zoning Map is required because of changed conditions or circumstances on the property or in the surrounding area and:

- *The applicant has demonstrated that the change in zoning is consistent with the spirit and intent of the Comprehensive Plan, with other policies and plans adopted by the City Council, and with the purpose statement of the proposed new zone district(s);*
- *The applicant has demonstrated that the size, scale, height, density, and multi-modal traffic impacts of the change in zoning are compatible with surrounding development or can be made compatible with surrounding development through approval conditions; and,*
- *The applicant demonstrates that the change in zoning will not create significant dislocations of tenants or occupants of the property, or that any impacts are outweighed by other public benefits or progress toward other Comprehensive Plan goals that would be achieved by approval of the application.*

ZONING MAP AMENDMENT PROPOSAL
LETTER OF JUSTIFICATION

ZONING MAP AMENDMENT PROPOSAL
LETTER OF JUSTIFICATION

The 11000 E. Jewell Ave site sits between S. Havana St and 225 and north of S. Parker Rd. As can be seen on the attached graphics, this site currently falls within a R-R zoning map designation.

In terms of context, the character of the surrounding 11000 E. Jewell project consists mainly of R-1 zoning designated parcels to the east & south, with higher intensity uses to the west and a mix of R-1, R-2 and educational uses to the north. Along the eastern border of the site sits Havana Heights Pond Park and directly north, opposite of the 11000 E. Jewell site is a R-2 parcel designation, with existing town home development of approximately 10 du/ac . In close proximity, as you move west towards S. Havana St., there are some MU-C zoned parcels situated within a short walking distance to the 11000 E. Jewell Ave Site as well as more R-2 and R-3 zoned parcels.

With our Zoning Map Amendment proposal we are requesting to revise the zoning designation on the 11000 E. Jewell Ave property to be rezoned from R-R to R-2. The purpose of the R-2 district is to promote and preserve various types of medium density housing with adequate amounts of usable common space and amenities. Our proposed change in zoning designation to R-2 with the use of Two-Family Dwellings (Duplex), will allow for an increase in the diversity of residential housing types within the context of the surrounding neighborhood, providing a mix of options and price points within this part of Aurora. Additionally, the direct adjacency to Havana Heights Pond Park assures adequate usable open space and amenities for the future residents of this infill development.

The applicant believes that this zoning map amendment request will be beneficial for the city and that it should be approved for several reasons. First, as depicted within Aurora Places, the 11000 E. Jewell site is located within an Established Neighborhood “placetype.” Accordingly, this placetype is predominantly characterized as “residential areas with a variety of unit types including single-family detached, single-family attached, and multifamily.” The 11000 E. Jewell Ave community is being designed as a well-defined and connected neighborhood that provides a paired home unit type to ensure consistency with the current surrounding residential character while also creating a transition in density between the single family detached homes to the south, and the higher density town home development across Jewell Ave.

In addition to the Comprehensive Plan compliance, the requested change to the R-2 zone district is also consistent with many of the zone districts located along Jewell Ave. For instance, in the mile long stretch of E. Jewell Ave between S. Lima St and S Daytona Street, that is bisected by Havana St, and is relevant to this site’s frontage, this is the only site that is currently zoned R-R. In fact, this site is the only property zoned R-R west of I-225 along E. Jewell Ave. Otherwise, the aforementioned stretch of Jewell Ave consists of less than 25 % of the frontage as R-1 zone district, with the remaining frontage consisting of R-2 or higher zone districts, along with a small part of the frontage being attributed to the Ponderosa Elementary School . As such, the requested zoning change on this property is in keeping with the existing development patterns along Jewell. Additionally, the majority of R-R and R-1 zoned property exists to the south and east of this site, much of which is buffered by Havana Heights Pond Park. With respect to the existing R-R zone district and homes to the south, we are addressing the relationship to the south by turning our proposed units sideways to the property, and by incorporating and additional 10’ buffer and new privacy fence along that interface.

Furthermore, as explained in the City of Aurora Housing Strategy study, it has been acknowledged that the City of Aurora is experiencing continual growth and increase in resident population and home prices each year. The 11000 E. Jewell Ave site plan with paired homes will provide more attainable housing options, and diversity of home types within this portion of the City of Aurora. The concept for Urban Cottages is to be attainable by design, meaning the site design approach focuses on creating modestly sized homes on smaller lots. These missing middle design features allow walkable, medium density, infill housing near public transportation and amenities. Missing middle housing caters to households usually overlooked in home design and planning, including seniors, singles, and young families.

Overall, when considering the mixture of the surrounding site character; the Established Neighborhood placetype in the comprehensive plan, and the City of Aurora Housing Strategy study, the Zoning Map Amendment request associated with the 11000 E. Jewell community is warranted and will ultimately benefit the City of Aurora. By providing additional variety of residential uses to support the ultimate housing demand in the area, while at the same time fitting within the general site context of the area, the 11000 E. Jewell community will ensure the creation of a cohesive and beneficial neighborhood on this infill site. In this regard, the proposed site plan for 11000 E. Jewell Ave. will fulfill the City's approval criteria by creating a residential community which will promote diversity and affordable housing for the City of Aurora. The City's approval criteria are included below.

Section 5.4.1.C.3.A - Criteria Approval.
An application for initial zoning, rezoning, and changes to the Zoning Map for individual parcels or small areas shall only be recommended if the Planning Director and the Planning and Zoning Commission finds that the following criteria have been met, and shall only be approved if City Council finds that the following criteria have been met.

i. The change to the Zoning Map is needed to correct an error (change in the character of surrounding areas does not constitute an error in the map); or
As far as we know there has not been an error in the Zoning Map that needs correcting.

ii. The change to the Zoning Map is required because of changed conditions or circumstances on the property or in the surrounding area and:
There have been changes in the surrounding area as this part of the City has continued to evolve and more multi-family developments have occurred. Additionally, circumstances and conditions have changed on the subject property as existing buildings are now sitting vacant and in a state of disrepair.

(a) The applicant has demonstrated that the proposed initial zoning or rezoning is consistent with the spirit and intent of the Comprehensive Plan, with other policies and plans adopted by the City Council, and with the purpose statement of the proposed new zone district(s);
As outlined above, the rezoning of this property from R-R to R-2 is consistent with the spirit and intent of the Comprehensive Plan and the integration within the Established Neighborhoods placetype, as well as the purpose statement of the R-2 zone district. Additionally, it is consistent with several Comprehensive Plan Principles such as: the Housing for All Principle which envisions high-quality housing options that enable people across all socioeconomic levels, cultural practices and stages of life to establish and manage households, and the Easy Mobility and Active Transportation Principle with an easy to use transportation network with multiple choices for travel. In essence, the requested Zoning Map Amendment will allow this site to develop in an infill manner, filling a need within the City of Aurora for housing diversity, and attainability within the missing middle of housing product.

(b) The applicant has demonstrated that the size, scale, height, density, and multi-modal traffic impacts of the proposed initial zoning or rezoning are compatible with surrounding development or can be made compatible with surrounding development through approval conditions; and

As a neighborhood of paired residential homes, the size, scale, height, density and multi-modal traffic impacts are appropriate for an infill development site along a city thoroughfare such as Jewell Ave. The proposed residential product is similar in height to the surrounding residential uses, and given the grade difference between this property and the residential units to the south, there will be very little impact to those existing homes. The size and scale of the homes are smaller than some surrounding residences, but as outlined above, this is geared towards providing much needed housing diversity to a missing segment of the market that is in desperate need of housing options. Providing options such as this often results in increased density, but given the adjacency to E. Jewell Ave and the higher density uses located along it, the applicant believes that this proposed development is a compatible, transitioning use that will fit cohesively into the fabric of the greater neighborhood.

(c) The application demonstrates that the change in zoning will not create significant dislocations of tenants or occupants of the property, or that any impacts are outweighed by other public benefits or progress toward other Comprehensive Plan goals that would be achieved by approval of the application.

The change in zoning will not create significant dislocations of occupants of the property, as the buildings are currently sitting vacant and in a state of disrepair. As such, the redevelopment of this site will help progress it towards the goals of the Comprehensive Plan and advance it beyond its' current state.



Contextual Birdseye View of the Site

LEGAL DESCRIPTION
EXHIBIT A
SHEET 1 OF 2

A PARCEL OF LAND LYING SITUATED IN THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 4 SOUTH, RANGE 67 WEST, OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ARAPAHOE, ALSO BEING PLOT FOUR (4) AND A PORTION OF PLOT FIVE (5), MALONE SUBDIVISION, RECORDED IN BOOK 9, PAGE 48, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEARINGS ARE BASED UPON THE NORTH LINE OF SAID NORTHWEST QUARTER OF SECTION 26, ASSUMED TO BEAR NORTH 89°20'02" EAST, A DISTANCE OF 2,626.00 FEET, FROM THE NORTHWEST CORNER OF SAID SECTION 26 TO THE NORTH QUARTER CORNER OF SAID SECTION 26;

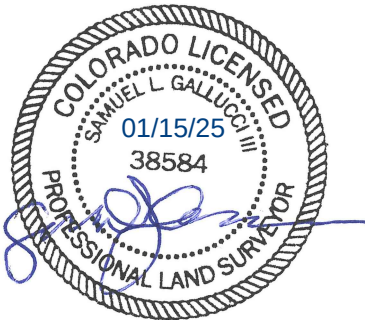
COMMENCING AT SAID NORTHWEST CORNER OF SECTION 26; THENCE ALONG SAID NORTH LINE OF THE NORTHWEST QUARTER, NORTH 89°20'02" EAST, A DISTANCE OF 984.93 FEET; THENCE SOUTH 00°11'48" EAST, A DISTANCE OF 30.00 FEET TO THE NORTHWEST CORNER OF SAID PLOT FOUR (4), ALSO BEING THE POINT OF BEGINNING;

THENCE ALONG THE NORTH LINES OF SAID PLOTS FOUR (4) AND FIVE (5), ALSO BEING THE SOUTH RIGHT-OF-WAY LINE OF JEWELL AVENUE, AS RECORDED AT BOOK 9, PAGE 48 OF SAID COUNTY RECORDS, NORTH 89°20'02" EAST, A DISTANCE OF 578.43 FEET TO THE NORTHWEST CORNER OF THAT PARCEL OF LAND DESCRIBED IN BOOK 4583 AT PAGE 506;
THENCE ALONG THE WEST LINE OF SAID PARCEL OF LAND SOUTH 00°14'21" EAST, A DISTANCE OF 300.88 FEET TO THE SOUTH LINE OF SAID PLOT FIVE (5);
THENCE ALONG THE SOUTH LINES OF SAID PLOTS FIVE (5) AND FOUR (4), SOUTH 89°21'07" WEST, A DISTANCE OF 578.65 FEET, TO THE SOUTHWEST CORNER OF SAID PLOT FOUR (4);
THENCE ALONG THE WEST LINE OF SAID PLOT FOUR (4) NORTH 00°11'48" WEST, A DISTANCE OF 300.70 FEET, TO THE POINT OF BEGINNING;

CONTAINING 174,012 SQUARE FEET OR 3.995 ACRES, MORE OR LESS.

ALL LINEAL UNITS ARE REPRESENTED IN U.S. SURVEY FEET.
ILLUSTRATION ATTACHED AND MADE A PART HEREOF.

I, THE UNDERSIGNED, A REGISTERED LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THIS EXHIBIT WAS PREPARED BY ME OR UNDER MY SUPERVISION AND IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE.

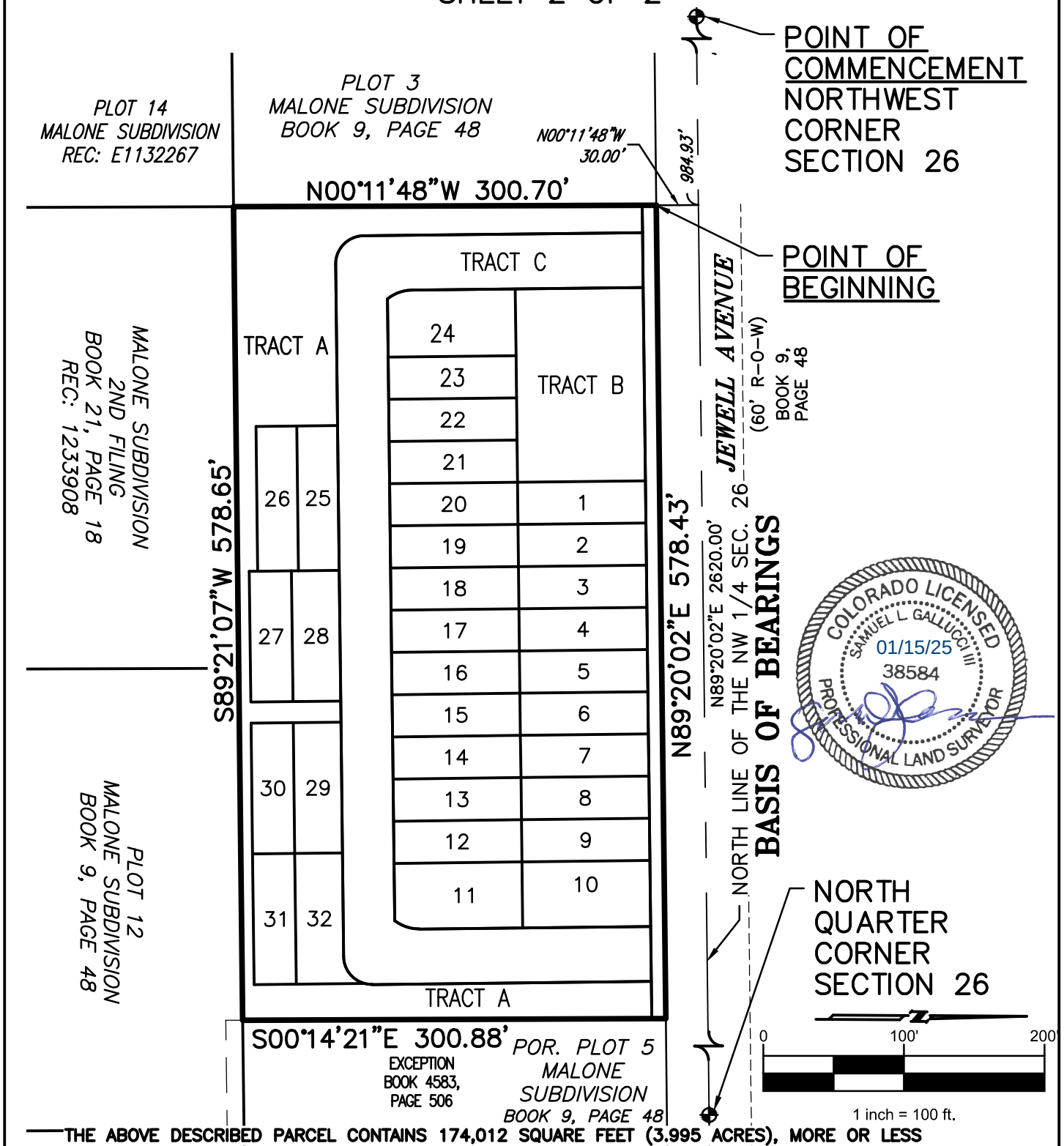


SAMUEL L. GALLUCCI III, PLS 38584
FOR AND ON BEHALF OF
EMK CONSULTANTS, INC.

ILLUSTRATION FOR

EXHIBIT A

SHEET 2 OF 2



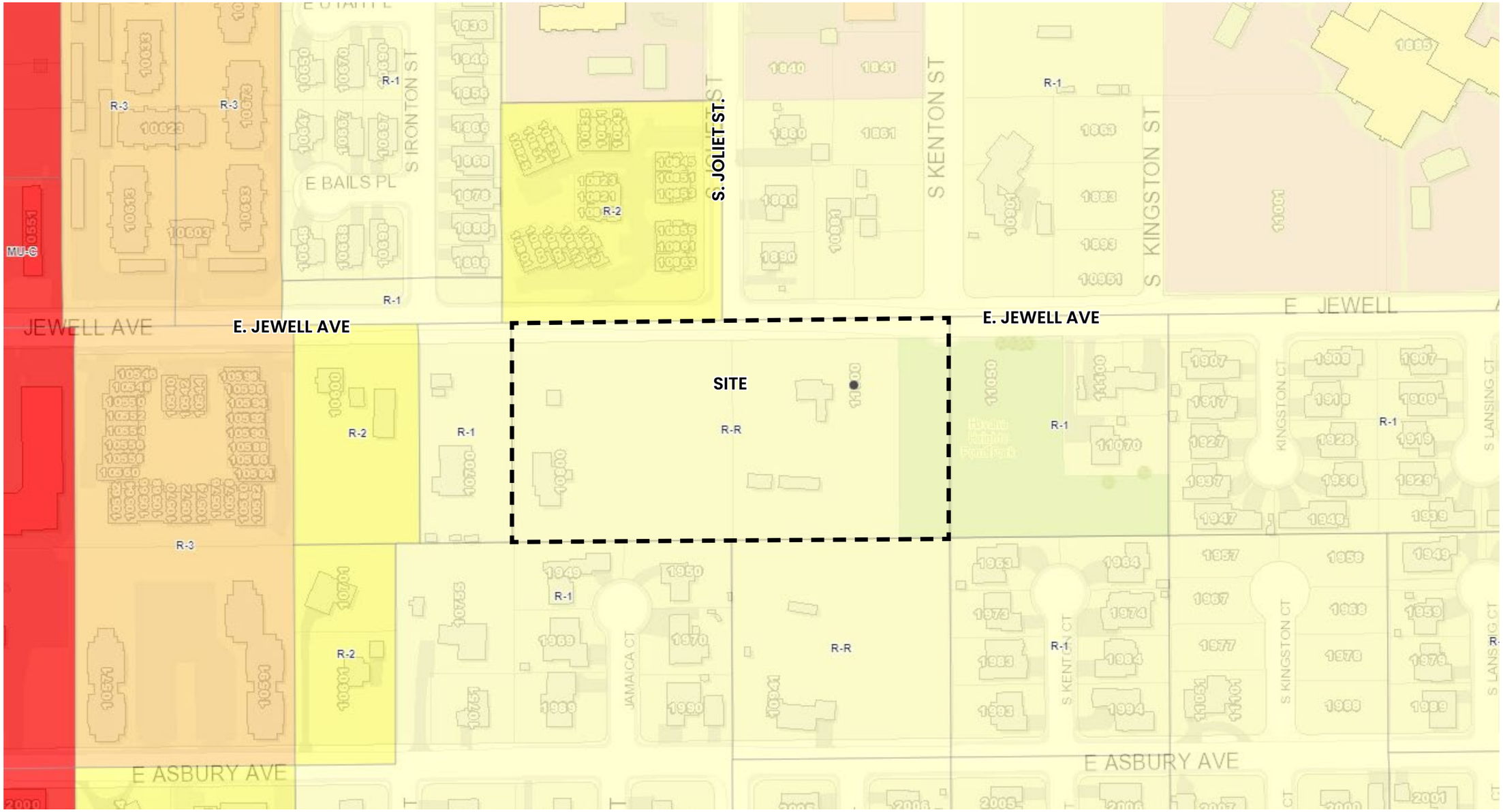
COLORADO LICENSED
SAMUEL L. GALLUCCI III
01/15/25
38584
PROFESSIONAL LAND SURVEYOR

THE ABOVE DESCRIBED PARCEL CONTAINS 174,012 SQUARE FEET (3.995 ACRES), MORE OR LESS

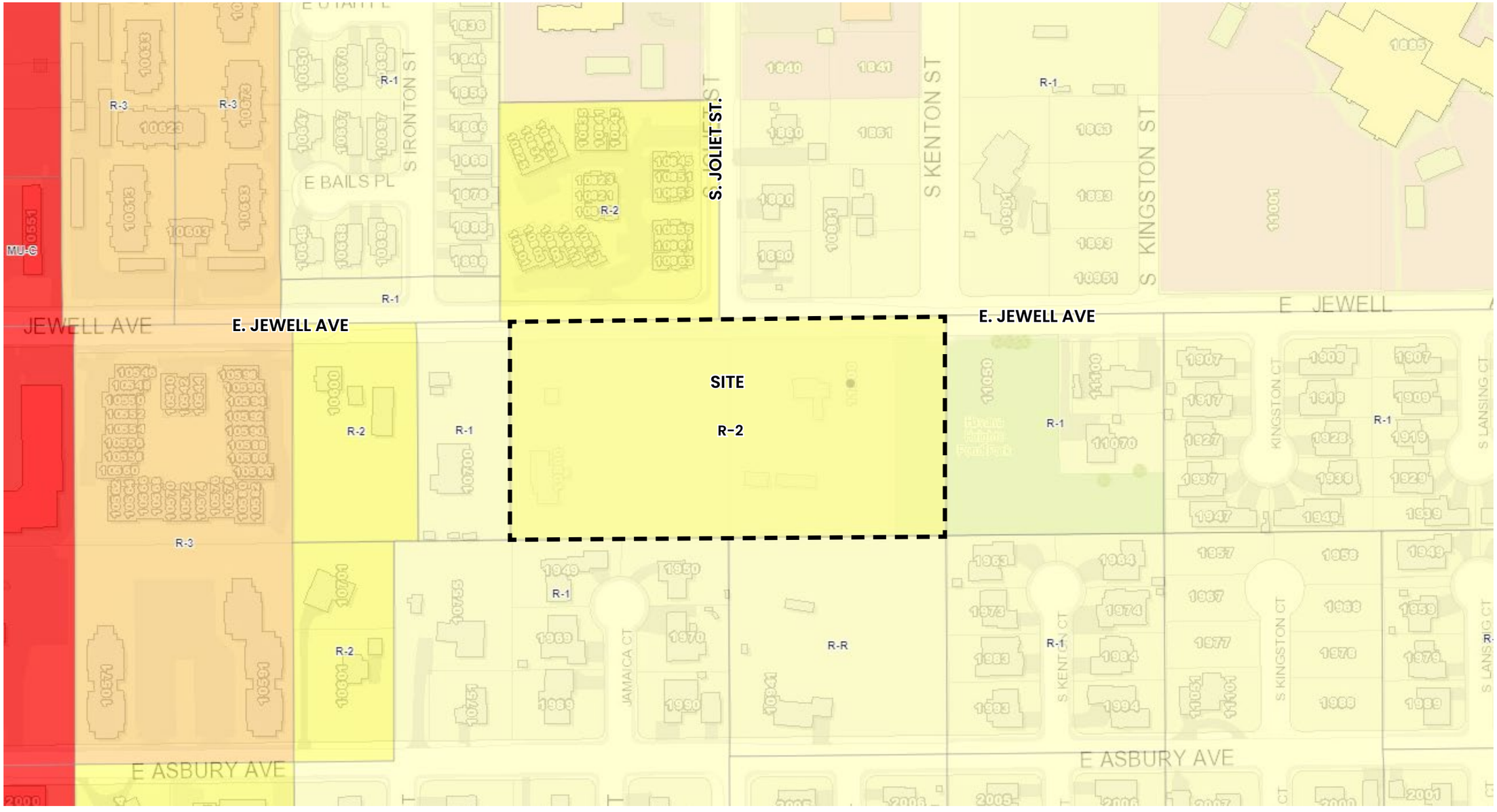
CITY OF AURORA, COLORADO		
DRAWN BY: SLG3	SCALE: 1"=100'	R.O.W. FILE NO.
CHECKED BY: JTH	DATE: 01/15/25	JOB NO.: 13298

A PARCEL OF LAND SITUATED IN THE NORTHWEST 1/4 OF SECTION 26, T4S, R67W, 6TH P.M. CITY OF AURORA, ARAPAHOE COUNTY, COLORADO

ZONING MAP: EXISTING R-R ZONE DISTRICT



ZONING MAP: PROPOSED R-2 ZONE DISTRICT





Conceptual Site Plan:

- Site Area: 3.91 AC
- 32 Paired Home Units
- Alley Loaded Product Placing Front Architecture along Jewell Ave.
- Buffering of Adjacent Properties with Setbacks, Landscape and Side Orientation.
- 72 Parking Spaces
  - 64 Residential
  - 12 Parallel

8gh. URBAN COTTAGES – ZONING MAP AMENDMENT AND SITE PLAN WITH ADJUSTMENTS

The applicant, Urban Cottages, LCC, is requesting a recommendation of approval of a Zoning Map Amendment (Rezone) for 3.91 acres from the Rural Residential (R-R) to Medium-Density Residential (R-2) District; and is requesting approval of a Site Plan with 16 two-family duplexes (24 units) and green courts (eight units). The subject property is located south of the intersection of E. Jewell Avenue and S. Joliet Street, approximately 900' east of S. Havana Street. The site is bounded by single-family attached and detached residential development to the north, a park and pond to the east, a large lot rural residential development to the west, and single-family detached residential development and vacant land to the south. The subject property lies within the Established Neighborhood placetype in the *Aurora Places Comprehensive Plan* and five (5) adjustments are requested with the application.

As mentioned, the proposed Site Plan includes two-family duplexes and green courts. An internal private street, E. Jewell Place, loops through the development providing access for the duplexes and green courts. Five (5) alley-served duplexes (10 units) will have direct pedestrian access to E. Jewell Avenue. The remaining seven alley-served duplexes (14 units) will have direct access to E. Jewell Place as a private internal street. E. Jewell Place incorporates an attached sidewalk along the west and east sides. The southern and northern perimeter include a detached sidewalk with a tree lawn and street trees. The end green court units will have direct pedestrian access to the attached sidewalk along E. Jewell Place. Vehicular access to the units is provided via Alley 2 and Alley 3. The green courts face and open to a 25'- special landscape buffer on the east end and a robust tract of on-site open space to the west. Also, on-site detention is provided.

The proposed architectural design of the duplexes strives to be consistent with the surrounding neighborhood by reflecting the building massing, articulation, and varied materials that characterize the existing single-family homes in the area.

The Site Plan proposal includes five (5) adjustment requests regarding lot area. Of the five adjustments requested, two (2) concern green courts, one (1) landscape, and (1) setback. Staff support the adjustment requests as proposed.

Twenty-one (21) registered neighborhood organizations and seventeen (17) adjacent property owners were notified of the Site Plan application. Neighborhood comments were received as part of the first review regarding infrastructure, parking, and traffic concerns; and a neighborhood meeting was held on Tuesday, May 31, 2022. The applicant addressed the concerns raised at the meeting.

Testimony Given at the Hearing:
Rachid Rabbaa, Case Manager, gave a presentation on the item, including the staff recommendation.

Commissioner Jetchick asked staff to confirm that five adjustments were requested by the applicant.

R Rabba, case manager, confirmed this understanding was correct.

Todd Johnson, Urban Cottages, 4601 DTC Boulevard Ste 525, Denver, CO 80237, applicant, gave a presentation on the item. T Johnson reviewed the intent of the intent of the proposal, to provide what they feel is a good fit for urban infill projects

Alan Cunningham, PCS Group, Inc. 200 Kalamath Street, Denver, CO 80223, agent representing the applicant, gave a presentation on the item. A Cunningham argued that the rezoning request is in keeping with the surrounding zone districts and neighborhood character. A Cunningham stressed it is also necessary to move forward with the site plan with adjustments proposed. Proposed is to develop 32 paired home units, 16 buildings total. Design, landscaping and parking information was reviewed.

Eric Pearson, CAGE Engineering, 8475 Oak Way, Arvada, CO 80005, agent representing the applicant, was available for questions.

Orly Babakhanov, 1918 S Kingston Cir, Aurora, CO 80014, citizen, gave public comment on the item. O Babakhanov spoke in opposition to the proposal stating concerns for overcrowding, safety neighborhood fit and noticing completed.

Gary Pettersen, 11070 E Jewell Avenue, Aurora, CO 80012, 720-388-5496 citizen, gave public comment on the item. G Petterson questioned the applicability of the rezoning request for this community. Concerns were raised regarding the limited information offered on the pricing of the proposed units and the time delay of the noticing for the project from the initial referral. G Petterson urged the commission to deny the project for these reasons.

Sue Miranda, 10941 E Asbury Avenue, Aurora, CO 80014, 319-621-0543 citizen, gave public comment on the item. S Miranda spoke in opposition to the proposal and stressed that the negative impact it would have on Havana Heights.

Fred Cottingham, 19526 E Basset Drive, Aurora, CO 80018, citizen, gave public comment on the item. F Cottingham noted residing the area of the proposal for 50 years. F Cottingham stated that the rezoning request goes against the original plan of zoning for Havana Heights. Concerns were voiced regarding the potential negative impacts of the rezoning and the site plan with adjustments requested. These concerns included overcrowding, traffic, and inadequate buffer from adjacent properties

Arnie Schultz, Village East Neighborhood Association, 1137 S Oakland Street, Aurora, CO 80012, 720-281-2880 citizen, submitted a speaker slip but did not provide public comment when called upon to speak. Several attempts were made to allow the citizen to provide comment.

Shayna Shabatura, 1950 S Jamaica Court, Aurora, CO 80014, 651-334-3816 citizen, gave public comment on the item. S Shabatura voice interest in the commission tabling the project to allow the applicant to conduct additional studies and provide data to

interested parties. S Shabatura stressed concerns amongst residents that the applicant did not adequately address the impacts of the rezoning and compatibility with surrounding development. It was noted that residents have not been informed whether the proposed units will be for low income or affordable housing. S Shabatura opposed the project for these reasons but also due to drainage and design concerns.

Kyle Weber, 1950 S Jamaica Court, Aurora, CO 80014, citizen, gave public comment on the item. K Weber stressed that neighboring developments were constructed without the number of adjustments requested by this applicant. K Weber stressed the proposal was not a good fit for the area. Concerns were raised about wildlife impacts.

Gary Ravdel, 10744 E Colorado Ave, Aurora, CO 80012, citizen, gave public comment on the item. G Ravdel opposed the project due to concerns that it will significantly change the neighborhood, in a negative way.

Darryl Goodwin 10821 E Jewel, Aurora, CO 80012 citizen, gave public comment on the item. D Goodwin spoke about traffic congestion that may be caused by the development. D Goodwin opposed the project.

Alina Katanov, 1927 S Kingston Court, Aurora, CO 80014, citizen, gave public comment on the item agreed with previous concerns raised on traffic impacts due to the proposal. Safety issues for students of the adjacent Ponderosa Elementary school while walking to school were voiced. A Katanov expressed doubts that adequate noticing took place.

Alex Katanov, 1927 S Kingston Court, Aurora, CO 80014, gave public comment on the item. A Katanov noted that there are already existing traffic and safety concerns due to speeding vehicles in the area where this project is planned to be built. Collaboration with Aurora Police Departments is being made. A Katanov stressed that this project will only make matters worse.

Aharon Molokondo, 1917 S Kingston Court, Aurora, CO 80014, citizen, agreed with comments made by his neighbors. A Molokondo indicated there are concerns that the children who attend the adjacent school will not be safe due to traffic issues exacerbated by the development.

Sunny Malachi, 1947 S Kingston Court, Aurora, CO, 80014, citizen, stated that this project does not fit the neighborhood.

Alan Cunningham, PCS Group, responded to citizen commentary. A Cunningham indicated that, coordinating with city staff, it was determined that due to the number of units proposed traffic impacts were too low for the city to require a full traffic impact study. A Cunningham stressed that traffic numbers are expected to be low. A Cunningham then addressed concerns regarding the type of housing being proposed by noting it will be market rate. Information was provided on the compatibility of the rezone with surrounding zone districts and uses.

Todd Johnson, Urban Cottages, acknowledged that this project has been in the making for some time. T Johnson stated that a neighborhood meeting was conducted, and staff has been worked closely with to address any concerns. T Johnson also spoke about drainage plans, setbacks, and proposed detached sidewalks. T Johnson stated that a

traffic study was conducted, though not required. It was stressed there are low traffic impacts projected.

Arthur Simonov, 11040 E Colorado Drive, Aurora, CO 80012, citizen, asked confirmation if a traffic report was completed.

Chair Walls indicated that the citizens' question has already been addressed by the applicant.

A Simonov stated concerns due to impacts of traffic for the community and existing safety issues.

Commissioner Hogan asked staff when the last time noticing for the project was completed.

Rachid Rabbaa stated that notices were mailed to abutting property owners and neighborhood groups in December and a Public Hearing notice was posted on the site.

Chair Walls closed public comment.

Chairman Walls indicated support for postponing the project to allow the applicant to complete additional neighborhood meetings.

Commissions Gayle and Banka agreed with Chairman Walls.

Commissioner Hogan expressed support for the rezoning but not the site plan due to the number of adjustments requested and the density of the proposed housing.

Commissioner Bush agreed with Commissioner Hogan and stated that postponing may not be the answer as this may not have a significant impact on the neighbors.

Chairman Walls also agreed with general support for the rezoning but not the site plan due to the adjustments and issues noted in public comment, noting support for postponing that decision for a future meeting. Chairman Walls also expressed concerns regarding the traffic.

Planning Commission Results

AGENDA ITEM 8g – ZONING MAP AMENDMENT TO REZONE FROM RURAL RESIDENTIAL TO MEDIUM-DENSITY RESIDENTIAL

A MOTION WAS MADE BY COMMISSIONER JETCHICK AND SECONDED BY COMMISSIONER HOGAN.

MOVE TO RECOMMENDATION OF APPROVAL TO THE CITY COUNCIL OF THE ZONING MAP AMENDMENT FROM RURAL RESIDENTIAL (R-R) TO MEDIUM-DENSITY (R-2) DISTRICT BECAUSE THE PROPOSAL COMPLIES WITH THE CRITERIA IN CODE SECTION 146-5.4.1.C.3 OF THE UNIFIED DEVELOPMENT ORDINANCE FOR THE FOLLOWING REASONS:

1. THE PROPOSED ZONING MAP AMENDMENT IS REQUESTED TO ADDRESS HOUSING TREND CHANGES IN THE SURROUNDING AREA AND CITY-WIDE, WHICH INCLUDE THE INCREASING NEED FOR AFFORDABLE HOUSING OPTIONS AND HOUSING AVAILABILITY NOT MEETING GROWTH DEMAND;
2. THE CITY OF AURORA HOUSING PLAN IDENTIFIES THESE TRENDS AND RECOMMENDS SUPPORTING MIXED-INCOME NEIGHBORHOODS THAT OFFER A VARIETY OF HOUSING OPTIONS AND BREAKING BARRIERS TO HOME OWNERSHIP, ESPECIALLY FOR LOW-INCOME HOUSEHOLDS;
3. THE APPLICATION IS CONSISTENT WITH THE SPIRIT AND INTENT OF THE AURORA PLACES PLAN BECAUSE IT IS CONSISTENT WITH THE "ESTABLISHED NEIGHBORHOOD PLACETYPE".
4. THE APPLICANT HAS DEMONSTRATED THAT THE PROPOSED SIZE, SCALE, HEIGHT, DENSITY, AND MULTI-MODAL TRAFFIC IMPACTS OF THIS PROPOSAL ARE COMPATIBLE WITH THE SURROUNDING DEVELOPMENT BY PROVIDING A SITE PLAN AND TRAFFIC ANALYSIS ILLUSTRATING DUPLEX DWELLING UNITS IN THE SAME SIZE, SCALE, HEIGHT, AND MULTI-MODAL TRAFFIC IMPACTS OF THE SURROUNDING DEVELOPMENT; AND,
5. THIS REZONING APPLICATION WILL NOT DISLOCATE TENANTS OR OCCUPANTS OF THE PROPERTY.

Further Discussion:

Chair Walls voiced concerns regarding the proposal and suggested postponing the decision to allow the applicant to respond to public concerns, noting that the applicant conducted the last neighborhood meeting some time ago. Chair Walls also indicated concerns regarding the number of adjustments requested for item 8h.

Commissioner Jetchick stated, that though she made a motion on item 8g, she was inclined to deny. Commissioner Jetchick agreed with Chair Walls comments on 8g and 8h.

Commissioner Banka also agreed that the decision should be postponed to allow additional neighborhood meetings.

Commissioner Hogan stated comfort with the rezoning application, 8g, but not the site plan, 8h, due to the number of adjustments requested. Commissioner Hogan stated that more communication on the plan would help the applicant and the neighbors.

Commissioner Bush agreed with Commissioner Hogan. Commissioner Bush then noted that postponing may not yield different comments from the neighbors regarding 8h. The preferred approach for Commissioner Bush would be to deny 8h.

Chair Walls voiced agreement with the comments provided by Commissioners Hogan and Bush's recommendation of approval for 8g for the Zoning Map Amendment but not approval of the 8h Site Plan with Adjustments. Chair Walls reiterated that additional work on the site plan may be needed, with public collaboration. Chair Walls stated that development in this area would be an asset but traffic issues due to the neighboring

school would need to be considered. Chair Walls indicated an inclination to move forward with a vote on 8g and tabling 8h for a future undetermined date.

COMMISSIONER JETCHICK DENIED

MOTION APPROVED

AGENDA ITEM 8h – SITE PLAN WITH ADJUSTMENTS

A MOTION WAS MADE BY COMMISSIONER BUSH AND SECONDED BY COMMISSIONER BANKA.

MOVE TO DENY AGENDA ITEM 8h FOR THE REASONS TO BE STATE FOLLOWING A MOTION TO SECOND IF THAT MOTION IS SECONDED.

COMMISSIONER BANKA SECONDED

Commissioner Hogan asked if there would be an option to postpone the decision to a certain date rather than deny it.

Chair Walls stated that those would be options that would in order. Chair Walls stated that two options would be to postpone until a date certain or lay on the table which does not require a specific date but would require a motion to remove it from the table in the future.

Lena McClelland, City Attorney, stated that if the desire to postpone the decision to a date certain there is a presidential motion on the floor. The commission would need to have that motion withdrawn or vote on that motion, and if it fails, vote on a new motion if the commission would like to move forward with postponement.

Chair Walls asked for clarification that a motion to postpone to a certain day can apply to a main motion.

L. McClelland stated this would be applicable.

COMMISSIONER BUSH WITHDREW THE MOTION ON AGENDA ITEM 8h, COMMISSIONER BANKA CONCEDED TO WITHDRAWING THE MOTION.

Chair Walls entertained a motion to postpone the agenda item to a date certain or to table it to a date uncertain.

L. McClelland reminded the commission that a motion to table the decision will require a motion to remove it from the table at a future undetermined date. L. McClelland advised postponing it to a certain date but deferred to the commission to decide.

Commissioner Banka stated one of the concerns is the number of units in the space. Commissioner Banka stated that time will be needed for the applicant to address the issues therefore it may be difficult to determine a future date to consider the item.

Chair Walls commented that the commission can work with staff to determine when the applicant has addressed issues of concern. At that time, a decision to remove the item from the table can be placed on the agenda for a commission meeting.

L. McClelland concurred that this procedure would be acceptable.

CHAIR WALLS MOVED TO LAY AGENDA ITEM 8h ON THE TABLE TO BE RECONSIDERED AT A LATER DATE AND COMMISSIONER HOGAN SECONDED.

Further Discussion:

There was no further discussion

MOTION APPROVED UNANIMOUSLY TO TABLE AGENDA ITEM 8h

ORDINANCE NO. 2025- ____

A BILL

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

WHEREAS, the applicant has requested that approximately 3.91 acres of land located south of the intersection of East Jewell Avenue and South Joliet Street, County of Arapahoe, State of Colorado (the "Property"), be rezoned from Rural Residential District (R-R) to Medium-Density Residential District (R-2); and

WHEREAS, Section 146-5.4.1.C.3 of the Uniform Development Ordinance provides that all applications for the rezoning of property within the City of Aurora, Colorado (the "City"), shall be presented for a public hearing, both to the Planning and Zoning Commission, who shall render a recommendation to City Council, and to City Council for final decision; and

WHEREAS, on January 8, 2025, following a public hearing, the Planning and Zoning Commission voted to recommend the rezoning of the Property.

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

Section 1. Based on the evidence presented at tonight's public hearing, City Council finds and determines that: the rezoning is consistent with the spirit and intent of the Comprehensive Plan, is compatible with surrounding development, and would not result in a significant dislocation of tenants or occupants of the Property.

Section 2. The Property, as more particularly described in "Exhibit A" attached hereto and incorporated herein, is zoned Medium-Density Residential District (R-2) and the zoning map is hereby amended in accordance with said zoning.

Section 3. Pursuant to Section 5-5 of the Charter of the City of Aurora, Colorado, the second publication of this Ordinance shall be by reference, utilizing the ordinance title. Copies of this Ordinance are available at the Office of the City Clerk.

Section 4. Repealer. All orders, resolutions, or ordinances in conflict with this Ordinance or with any of the documents hereby approved, are hereby repealed only to the

extent of such conflict. This repealer shall not be construed as reviving any resolution, ordinance, or part thereof, heretofore repealed.

INTRODUCED, READ AND ORDERED PUBLISHED this _____ day of _____, 2025.

PASSED AND ORDERED PUBLISHED this _____ day of _____, 2025.

_____
MIKE COFFMAN, Mayor

ATTEST:

_____
KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM BY CITY ATTORNEY PETE SCHULTE:

BY: Lena McClelland RLA
LENA MCCLELLAND, Assistant City Attorney

LEGAL DESCRIPTION
EXHIBIT A
SHEET 1 OF 2

A PARCEL OF LAND LYING SITUATED IN THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 4 SOUTH, RANGE 67 WEST, OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ARAPAHOE, ALSO BEING PLOT FOUR (4) AND A PORTION OF PLOT FIVE (5), MALONE SUBDIVISION, RECORDED IN BOOK 9, PAGE 48, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEARINGS ARE BASED UPON THE NORTH LINE OF SAID NORTHWEST QUARTER OF SECTION 26, ASSUMED TO BEAR NORTH 89°20'02" EAST, A DISTANCE OF 2,626.00 FEET, FROM THE NORTHWEST CORNER OF SAID SECTION 26 TO THE NORTH QUARTER CORNER OF SAID SECTION 26;

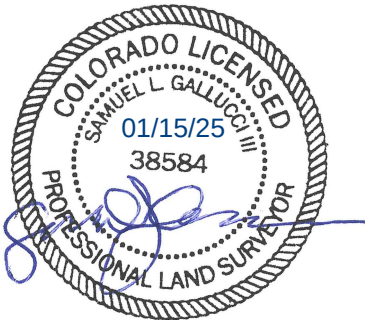
COMMENCING AT SAID NORTHWEST CORNER OF SECTION 26; THENCE ALONG SAID NORTH LINE OF THE NORTHWEST QUARTER, NORTH 89°20'02" EAST, A DISTANCE OF 984.93 FEET; THENCE SOUTH 00°11'48" EAST, A DISTANCE OF 30.00 FEET TO THE NORTHWEST CORNER OF SAID PLOT FOUR (4), ALSO BEING THE POINT OF BEGINNING;

THENCE ALONG THE NORTH LINES OF SAID PLOTS FOUR (4) AND FIVE (5), ALSO BEING THE SOUTH RIGHT-OF-WAY LINE OF JEWELL AVENUE, AS RECORDED AT BOOK 9, PAGE 48 OF SAID COUNTY RECORDS, NORTH 89°20'02" EAST, A DISTANCE OF 578.43 FEET TO THE NORTHWEST CORNER OF THAT PARCEL OF LAND DESCRIBED IN BOOK 4583 AT PAGE 506;
THENCE ALONG THE WEST LINE OF SAID PARCEL OF LAND SOUTH 00°14'21" EAST, A DISTANCE OF 300.88 FEET TO THE SOUTH LINE OF SAID PLOT FIVE (5);
THENCE ALONG THE SOUTH LINES OF SAID PLOTS FIVE (5) AND FOUR (4), SOUTH 89°21'07" WEST, A DISTANCE OF 578.65 FEET, TO THE SOUTHWEST CORNER OF SAID PLOT FOUR (4);
THENCE ALONG THE WEST LINE OF SAID PLOT FOUR (4) NORTH 00°11'48" WEST, A DISTANCE OF 300.70 FEET, TO THE POINT OF BEGINNING;

CONTAINING 174,012 SQUARE FEET OR 3.995 ACRES, MORE OR LESS.

ALL LINEAL UNITS ARE REPRESENTED IN U.S. SURVEY FEET.
ILLUSTRATION ATTACHED AND MADE A PART HEREOF.

I, THE UNDERSIGNED, A REGISTERED LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THIS EXHIBIT WAS PREPARED BY ME OR UNDER MY SUPERVISION AND IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE.

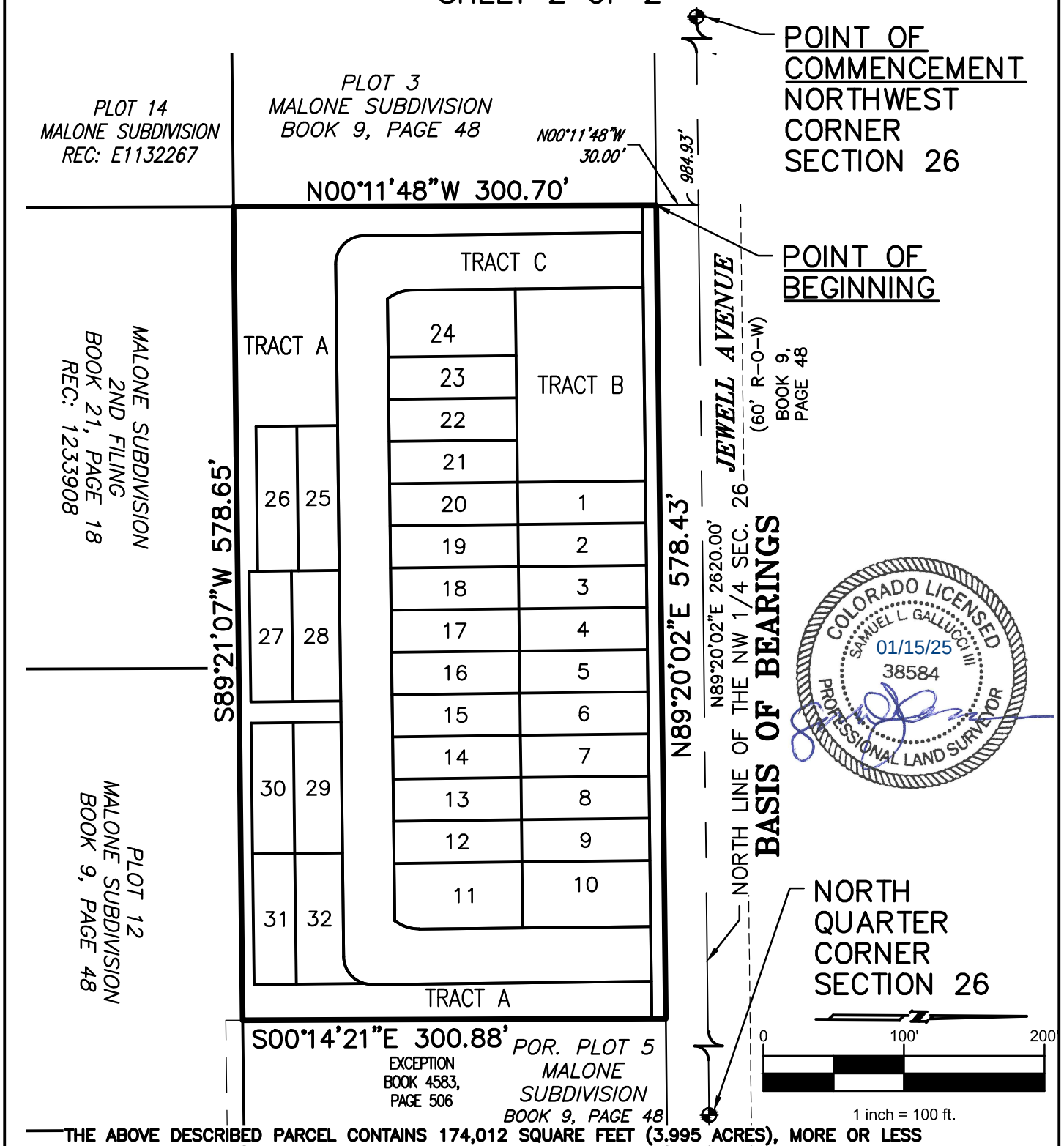


SAMUEL L. GALLUCCI III, PLS 38584
FOR AND ON BEHALF OF
EMK CONSULTANTS, INC.

ILLUSTRATION FOR

EXHIBIT A

SHEET 2 OF 2



THE ABOVE DESCRIBED PARCEL CONTAINS 174,012 SQUARE FEET (3.995 ACRES), MORE OR LESS

CITY OF AURORA, COLORADO		
DRAWN BY: SLG3	SCALE: 1"=100'	R.O.W. FILE NO.
CHECKED BY: JTH	DATE: 01/15/25	JOB NO.: 13298

A PARCEL OF LAND SITUATED IN THE NORTHWEST 1/4 OF SECTION 26, T4S, R67W, 6TH P.M. CITY OF AURORA, ARAPAHOE COUNTY, COLORADO

CITY OF AURORA
Council Agenda Commentary

Item Title: Aurora Places Comprehensive Plan Amendment
Item Initiator: Stacy Wasinger, Senior Planner, Planning and Business Development
Staff Source/Legal Source: Stacy Wasinger, Senior Planner, Planning and Business Development / Lena McClelland, Assistant City Attorney
Outside Speaker: N/A
Council Goal: 2012: 5.6--Continue to plan for high quality neighborhoods with a balanced housing stock

COUNCIL MEETING DATES:

Study Session: N/A

Regular Meeting: 1/27/2025

2nd Regular Meeting (if applicable): 2/10/2025

Item requires a Public Hearing: ☒ Yes ☐ No

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

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

2025-07 A PUBLIC HEARING AND CONSIDERATION OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, AMENDING THE 2018 COMPREHENSIVE PLAN TO CHANGE THE PLACETYPE FROM INDUSTRY HUB TO EMERGING NEIGHBORHOOD FOR THE AREA GENERALLY LOCATED EAST OF POWHATON ROAD BETWEEN E 49TH AND E 26TH AVENUE (ATEC COMPREHENSIVE PLAN AMENDMENT) Stacy Wasinger, Senior Planner, Planning and Business Development / Lena McClelland, Assistant City Attorney

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

☐ Approve Item and Move Forward to Study Session

☐ Approve Item as Proposed at Study Session

☐ Approve Item and Move Forward to Regular Meeting

☐ Approve Item as Proposed at Regular Meeting

☐ Information Only

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

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Planning and Zoning Commission

Policy Committee Date: 12/11/2024

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

☐ Recommends Approval

☐ Does Not Recommend Approval

☒ Forwarded Without Recommendation

☐ Minutes Not Available

☒ Minutes Attached

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

The Planning and Zoning Commission heard the proposed Aurora Places Comprehensive Plan amendment in a public hearing on December 11, 2024. Representatives from Denver International Airport (DEN) and the contract purchaser of the property in question were present to speak on the proposed amendment. The Commission discussed the item, including a potential high school site, proximity to oil and gas, and proximity to the airport.

Per UDO 5.4.1.A.2.b, not less than a two-thirds vote of the entire membership of the Commission (five affirmative votes) is required to forward a recommendation on a Comprehensive Plan amendment. With five members present, the Commission voted 4-1 to recommend approval to City Council; therefore, the item is forwarded to the City Council without a recommendation. The Planning Commission Meeting Summary is attached (see Exhibit I) and details the Planning Commission discussion and action on this item.

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

Description

This item for consideration is a proposed Comprehensive Plan amendment to change approximately 340 acres from the Industry Hub placetype designation to the Emerging Neighborhood placetype designation. This area is generally bounded by the Powhaton Road/Aerotropolis Parkway alignment to the west, the 60 Day/Night Average Noise Level (LDN) noise contour for Denver International Airport to the east, and Public Service Company (PSCo) gas line easement to the south. The area reaches approximately 750 feet north of E. 48th Avenue (see Exhibit A) and comprises approximately 25 acres north of E 48th Avenue alignement and 315 acres south of E. 48th Avenue. The entire property is within City of Aurora boundaries. The area south of E. 48th Avenue is part of the industrial master plan, known as Aerotropolis Logistics Center Master Plan (DA-2214-00 approved in 2024). The area north of E. 48th Avenue is not currently included in a Master Plan. The current Comprehensive Plan placetype for this area is Industry Hub and it is zoned Airport District (AD).

The area to the west of this site is also in the Emerging Neighborhood placetype (The Aurora Highlands). The areas to the east and north will remain in the Industry Hub placetype. The property developer has indicated they would like to develop this property with residential, open space, and retail/commercial uses. However, some of these uses are not permitted in the AD zone district. Residential uses are permitted within the 55 LDN but will not be allowed in the 60 LDN or higher. The proposed change to Emerging Neighborhood placetype would follow the boundary of the 55 to 60 LDN. In order to amend the existing master plan and rezone to allow these uses, the Comprehensive Plan placetype must first be amended.

Referrals were sent to Denver International Airport (DEN), Mile High Flood District, Xcel Energy/PSCo, and the Aerotropolis Regional Transportation Authority (ARTA). Xcel provided comment concerning the property the company owns and easements in the area for both the electrical transmission lines and gas pipeline (Exhibit E). DEN provided comments and attachments, with stated concerns regarding proximity to existing and future runways, the noise contours and noise mitigation for outdoor and recreational uses, and prevention of wildlife attractants (Exhibit F). A letter of support was provided by the representative of the developer (Exhibit G).

Public hearing notification required per the UDO includes published notice in the newspaper and on the City website. These requirements were met for public hearings.

Site History

Prior to the completion of Denver International Airport (DEN) in February 1995, the King Ranch General Development Plan Planned Development was approved in 1987. This plan included residential uses in this area, but was not developed. The City's 1998 Comprehensive Plan recommended reviewing and revising the zoning in the E-470 corridor and northeastern developing area. Approximately 25,000 acres north of I-70 and east of the S. Powhaton Road alignment, including the subject area, was zoned to Northeast Plains I-70 in 2001, which did not permit residential uses under the prior zoning code. This area was designated under the Industry Hub placetype

with the 2018 Aurora Places Comprehensive Plan. With the adoption of the current Unified Development Ordinance (UDO), the area was zoned Airport District (AD).

Aurora Places Comprehensive Plan
On October 14, 2024, the Aurora City Council adopted Resolution R2024-128 (Exhibit B) with two criterion for the amendment:

- The City Manager is hereby directed to negotiate a development agreement or other such agreement to memorialize the development of the Property consistent with this Resolution, including inclusion of both for sale and for rent attainable housing, usable open space and trails, and commercial/retail node(s).
- The Comprehensive Plan amendment shall be contingent upon the City Council approval of the agreement set forth in Section 2, as well as evidence of a Purchase and Sale Agreement or such other binding agreement with Aurora Public Schools for the sale of land for a High School in The Aurora Highlands.

City staff is working with the developer to finalize a Development Agreement to satisfy the first criteria. This agreement would be complete prior to second reading of the ordinance. An agreement for the school site between the developer and Aurora Public Schools will also be finalized prior to the second reading of the ordinance.

Per UDO Section 146-5.4.1.A.3, "*[a] Comprehensive Plan, or an amendment to the Comprehensive Plan, shall be recommended for approval, and shall be approved, only if it promotes the long term economic, social, and environmental health of the City and protects the public health, safety, and welfare of the citizens of Aurora*." The major issues considered by staff and the Planning and Zoning Commission:

- Long term economic, social, and environmental health of the City
  - Macro Economic Impact
  - Housing Stock and Variety
  - High School Location
  - Oil and Gas Site Proximity
- Public health, safety, and welfare of the citizens of Aurora
  - Location of services
  - Oil and Gas Site Proximity
  - Airport Proximity

Maps illustrating the location of oil and gas site (Exhibit C) and current flight paths (Exhibit D) are attached. The Planning and Zoning Commission staff report and draft minutes are attached as Exhibit H and I, respectively, for additional reference on these considerations.

FISCAL IMPACT

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

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

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

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

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

WORKLOAD IMPACT

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

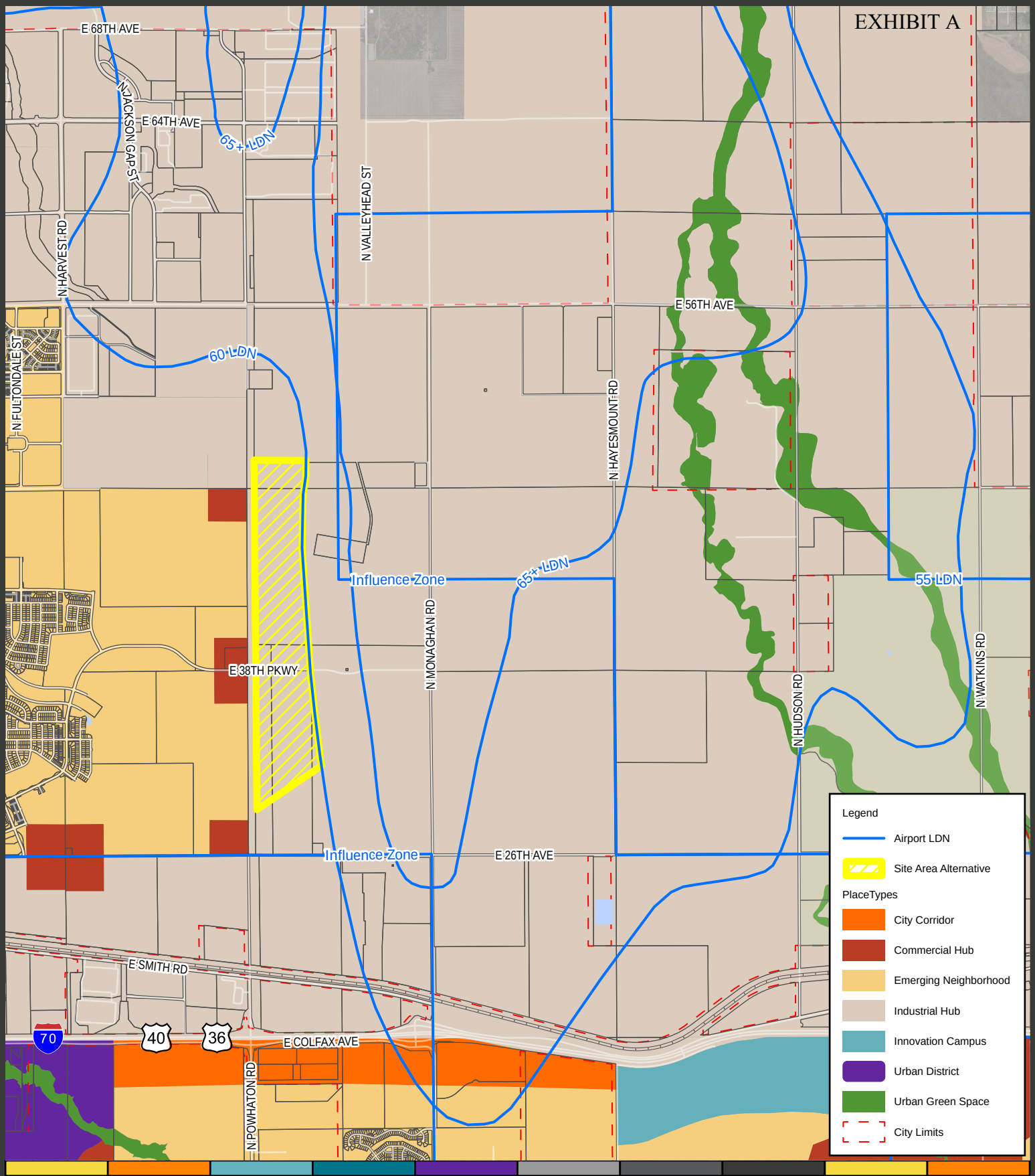
QUESTIONS FOR COUNCIL

Does the City Council wish to approve the ordinance to amend the Aurora Places Comprehensive Plan?

LEGAL COMMENTS

The City Council is the governing body of the City and has the authority to approve the Comprehensive Plan and amendments to the Comprehensive Plan. (UDO §146-5.1.1.E)
The City Council shall conduct a public hearing on the application. The City Council may approve amendments to the Comprehensive Plan by an ordinance approved by a vote of not less than two-thirds of the entire membership of City Council. (UDO §146-5.4.1.A.2.c)
A Comprehensive Plan amendment shall be approved only if it promotes the long term economic, social, and environmental health of the City and protects the public health, safety, and welfare of the citizens of Aurora. (UDO §146-5.4.1.A.3) (McClelland)

EXHIBIT A



Planning and Business Development

15151 E. Alameda Parkway
Aurora CO 80012 USA
AuroraGov.org
303.739.7250
GIS@auroragov.org

City of Aurora, Colorado

ATEC Comprehensive Plan
PlaceTypes Amendment Alternative

Miles 0 0.3 0.6

N W E S

11/8/2024 I:\GIS\ArcGIS_Pro_Projects\Planning\Development Review\Data Services\VicinityMap_Pro\VicinityMap_Pro.aprx

EFFECTIVE DATE: 10/14/2024

RESOLUTION NO. R2024- 128

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL'S STRONG SUPPORT FOR AND DIRECTING THE CITY MANAGER TO INITIATE AN AMENDMENT TO THE AURORA PLACES COMPREHENSIVE PLAN FOR A PARCEL LOCATED AT THE SOUTHEAST CORNER OF POWHATON ROAD AND 4OTH AVENUE (ATEC COMPREHENSIVE PLAN AMENDMENT)

WHEREAS, the ATEC Property (the "Property"), as shown in the attached Exhibit A, is located within the boundaries of the City of Aurora, Colorado and currently within the Aerotropolis Logistics Center Master Plan (DA-2214-00) ("ALC Master Plan"); and

WHEREAS, the Property has a placetype designation of Industrial Hub under the Aurora Places Comprehensive Plan (the "Aurora Places") and is currently zoned Airport District (AD). The ALC Master Plan includes both commercial and industrial land uses and is strategically located south of Denver International Airport; and

WHEREAS, the owners of the Property desire a Comprehensive Plan and Zoning Map amendment to allow development of the Property for housing, open space and retail/commercial uses; and

WHEREAS, a Comprehensive Plan amendment may only be initiated by City Council or the Planning & Zoning Commission (Unified Development Ordinance §146-5.3.2.E); and

WHEREAS, the owners of the Property have indicated that the housing in this area will be "attainable" for middle income households (i.e., households within 80-120% of the Area Median Income) and will include both for sale and for rent products developed in accordance with the Unified Development Ordinance and applicable city requirements; and

WHEREAS, the owner intends to sell the Property for development and buildout by a third party and has committed to contractually selling the Property at a reduced price in exchange for savings being passed on to future home owner and/or renters and to limit the amount of for sale products that can be renter occupied; and

WHEREAS, the owners of the Property have given assurances that development of the Property will include usable open space consistent with that located in The Aurora Highlands Framework Development Plan (FDP 2017-7002-03)("TAH FDP") and will also include areas of commercial uses for the future residents of the Property; and

WHEREAS, the City desires to see a High School site within The Aurora Highlands, as depicted in TAH FDP; and

WHEREAS, the current placetype of Industrial Hub does not allow for the uses requested by the owners of the Property; and

WHEREAS, the City Council of the City of Aurora, Colorado supports an amendment of Aurora Places to allow for residential and supporting uses on this Property and finds that the designation of Emerging Neighborhood is better suited for the Property.

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

Section 1. The City Manager is hereby directed to initiate an amendment to the Aurora Places Comprehensive Plan from Industrial Hub to Emerging Neighborhood.

Section 2. The City Manager is hereby directed to negotiate a development agreement or other such agreement to memorialize the development of the Property consistent with this Resolution, including inclusion of both for sale and for rent attainable housing, usable open space and trails, and commercial/retail node(s).

Section 3. The Comprehensive Plan amendment shall be contingent upon the City Council approval of the agreement set forth in Section 2, as well as evidence of a Purchase and Sale Agreement or such other binding agreement with Aurora Public Schools for the sale of land for a High School in The Aurora Highlands.

RESOLVED AND PASSED this 14th day of October, 2024.

MIKE COFFMAN, Mayor

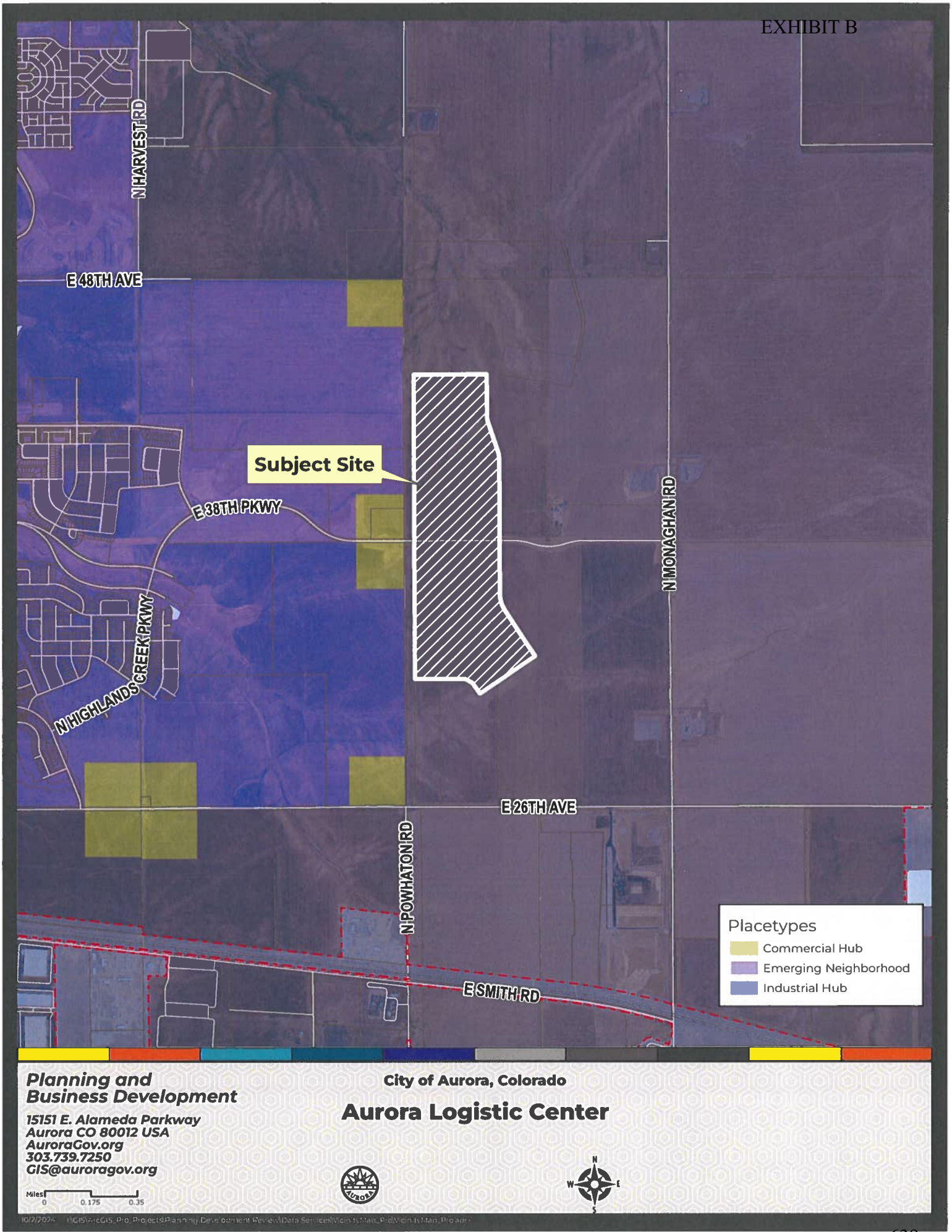
ATTEST:

KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

Lena McClelland RLA

LENA MCCLELLAND, Assistant City Attorney



Planning and Business Development

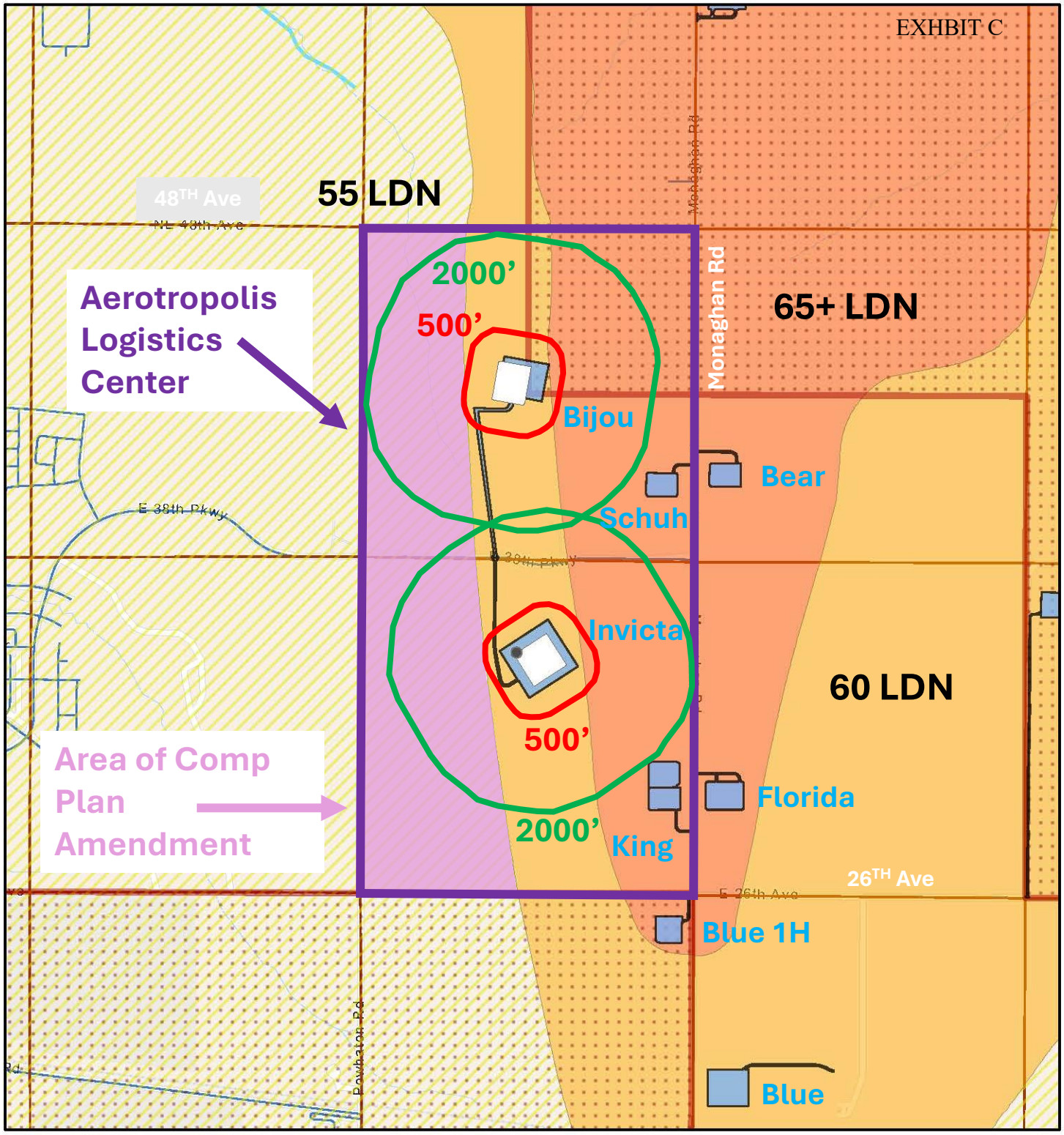
15151 E. Alameda Parkway
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City of Aurora, Colorado

Aurora Logistic Center

Oil & Gas Operations Near Proposed Comp Plan Amendment Area Within Aerotropolis Logistics Center



11/21/2024, 7:59:42 PM

1:35,000

0 0.23 0.45 0.9 mi

0 0.35 0.7 1.4 km

Bijou and Invicta Working Pad Surface

City Approved Oil and Gas Well Sites

Airport Noise Zone

55 LDN

60 LDN

65+ LDN

Influence

Section Lines

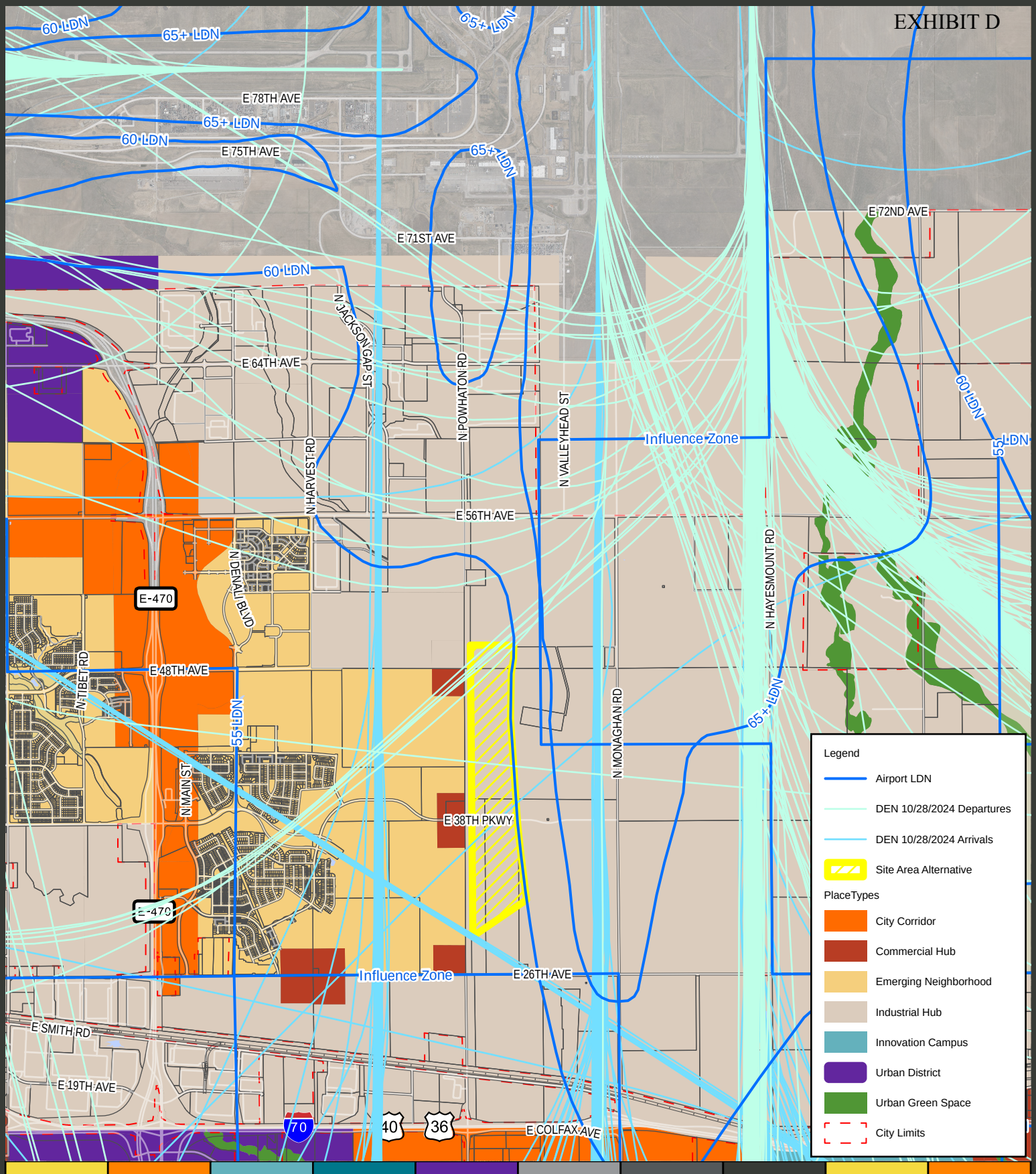
Waterways

Street Centerlines

Denver International Airport, City of Aurora, CO, County and City of Denver, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, USFWS

Web AppBuilder for ArcGIS
Denver International Airport, City of Aurora, CO, County and City of Denver, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA,

EXHIBIT D



Planning and Business Development

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City of Aurora, Colorado

ATEC Comprehensive Plan
PlaceTypes Amendment Alternative

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N W E S

11/8/2024 I:\GIS\ArcGIS_Pro_Projects\Planning\Development Review\Data Services\VicinityMap_Pro\VicinityMap_Pro.aprx

Right of Way & Permits

1123 West 3rd Avenue
Denver, Colorado 80223
Telephone: **303.571.3306**
Facsimile: 303.571.3284
Donna.L.George@xcelenergy.com

November 22, 2024

City of Aurora Planning and Development Services
15151 E. Alameda Parkway, 2nd Floor
Aurora, CO 80012

Attn: Stacy Wasinger

Re: Aurora Places, Case # DA-2149-03

Public Service Company of Colorado's (PSCo) Right of Way and Permits Referral Desk has determined there are **possible conflicts** with the above captioned project. Public Service Company has existing *electric* ***transmission*** lines and an existing *high-pressure natural gas* ***transmission*** pipeline with associated land rights as shown within this property. Any activity including annexation, zoning, grading, proposed landscaping, erosion control or similar activities involving our existing right-of-way will require PSCo approval. Encroachments across Public Service Company's easements must be reviewed for safety standards, operational and maintenance clearances, liability issues, and acknowledged with a PSCo License Agreement to be executed with the property owner. PSCo is requesting that, prior to any final approval of the development plan, it is the responsibility of the property owner/developer/contractor to contact the following for development plan review and execution of License Agreements:

- **for Electric Transmission**: email coloradorightofway@xcelenergy.com or website www.xcelenergy.com/rightofway
- **for High Pressure Natural Gas Transmission**: encroachment requests (xcelenergy.com) - click on Colorado; an engineer will then be in contact to request specific plan sheets

PSCo also owns and operates existing underground electric ***distribution*** facilities along the far west side of the project area. If these facilities need to be relocated, an application must be made via xcelenergy.com/InstallAndConnect.

As a safety precaution, PSCo would like to remind the developer to contact Colorado 811 for utility locates prior to construction.

If additional easements need to be acquired by separate PSCo document, a Right-of-Way Agent will need to be contacted.

Donna George
Right of Way and Permits
Public Service Company of Colorado / Xcel Energy
Office: 303-571-3306 – Email: Donna.L.George@xcelenergy.com

TO: Stacy Wasinger, Planning Division Case Manager

FROM: Denver International Airport

DATE: December 2, 2024

SUBJECT: DA-2149-03 | Aurora Places – Comprehensive Plan Amendment

Denver International Airport (DEN) received notice of the proposed amendment to the Aurora Places Comprehensive Plan for a property located at the southeast corner of Powhatan Road and E. 40th Ave., an area approximately 340 acres in size and originally a part of the Aerotropolis Logistics Center Master Plan, with an intended use of industrial development, and zoned Airport District.

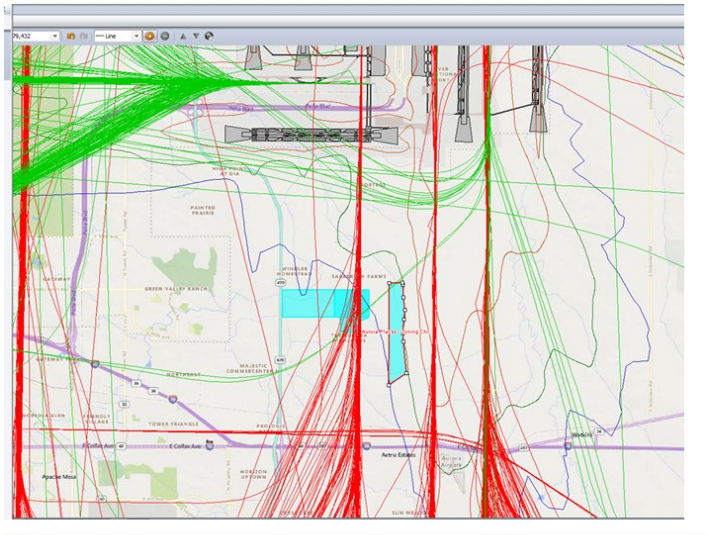
The intention of an Airport District is to capitalize on the multi-modal transportation opportunities, with a focus on commercial, light manufacturing, distribution, along with research and development. The Airport District also prohibits residential development.

The proposal from the City of Aurora is to update the Comprehensive Plan from an Industry Hub placetype to the Emerging Neighborhood placetype, which is intended to be more than just an isolated residential subdivision, with a complete neighborhood of mixed residential housing types, along with pedestrian and bicycle accommodating infrastructure. The new placetype is to accommodate restaurants, retail, and commercial services, being placed on the main and perimeter streets.

DEN has concerns with the issues below:

1. Proximity to existing and future runways:

The proposed site is approximately three miles south of current and future runways at DEN, with current arrival overflight crossing over the site at 1,300 to 1,600 feet above ground level (AGL). When wind conditions require approaches from the south, this development will experience hundreds of overflights a day. On July 7, 2024, as depicted below, the areas of this future development experienced 576 arrivals to Runways 34R and 35L from the south. In the graphic below red lines indicate arrivals, while green lines indicate departures.



2. Noise Contour & Noise Mitigation/Outdoor and Recreational Uses:

The proposed development is located directly outside of the Denver International Airport 60 Day Night Average Sound Level (DNL) noise contour. This development is also located in the City of Aurora's Airport Influence Overlay (AIO) and is subject to high aviation noise levels and possible crash hazards. Developments within the AIO must comply with any and all height restrictions to mitigate hazards to air navigation. The AIO also requires that the development must convey to the City Clerk and Recorder an Avigation Easement, where, *"Such avigation easement shall be an easement for right-of-way for unobstructed passage of aircraft above the property and shall waive any right or cause of action against the City or the associated airport arising from noise, vibrations, fumes, dust, fuel particles, and other effects caused by aircraft and airport operations."* DEN has provided Aurora with a form of easement to be used in the AIO.

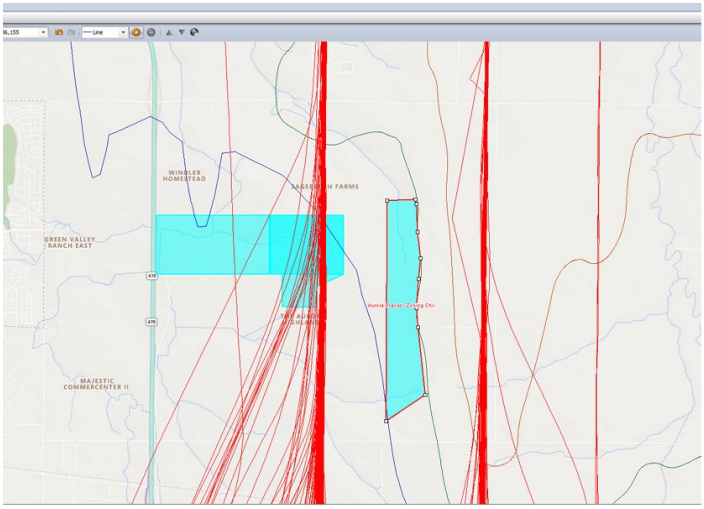
Under the "Airport Influence Subareas" of the City of Auora's code, it specifies that no new residential development is permitted in the 60 DNL noise contour, and if the development is in the 55 DNL, then "Noise Level Reduction Measures" must be implemented into new residential uses or new residential structures, through design and construction measures, to reduce the interior noise level by 25 decibels.

Aircraft noise and overflight impacts are not confined to noise contours and will have impacts on the health of wellbeing of the citizens of Aurora living in this new neighborhood. Outdoor and recreational activities will be significantly negatively impacted by aircraft noise and overflights at this proposed location. Noise will also impact the education of children, as the 2017 ACRP Educator's Handbook publication of the "*Effects of Aircraft Noise on Student Learning*" raised concerns about the impacts of noise above the 55 DNL on the cognition of children, citing a higher risk of experiencing cognitive constraints related to their reading skills and oral comprehension.

In the Federal Aviation Administration (FAA) Advisory Circular (AC) 150/5190-4B: Airport Land Use Compatibility Planning, Section 2.2.1.3; states, "Aircraft noise effects are of concern as they can affect the quality of life for residents in their homes and affect those using or residing in noise-sensitive facilities near airports. These include schools, places of worship, hospitals, parks, and recreational facilities. With the proposal's call for mixed-use development with more uses than simply housing, the impacts of aircraft noise and overflights will not just impact the residences in their homes, the impacts will follow them to worship, health care, school, and recreation.

DEN is providing the below images for additional context of the proximity of the development to runways and operations.

The below map represents arrivals (noted with the red lines) and departures (noted in the green lines) with the site highlighted in light blue.

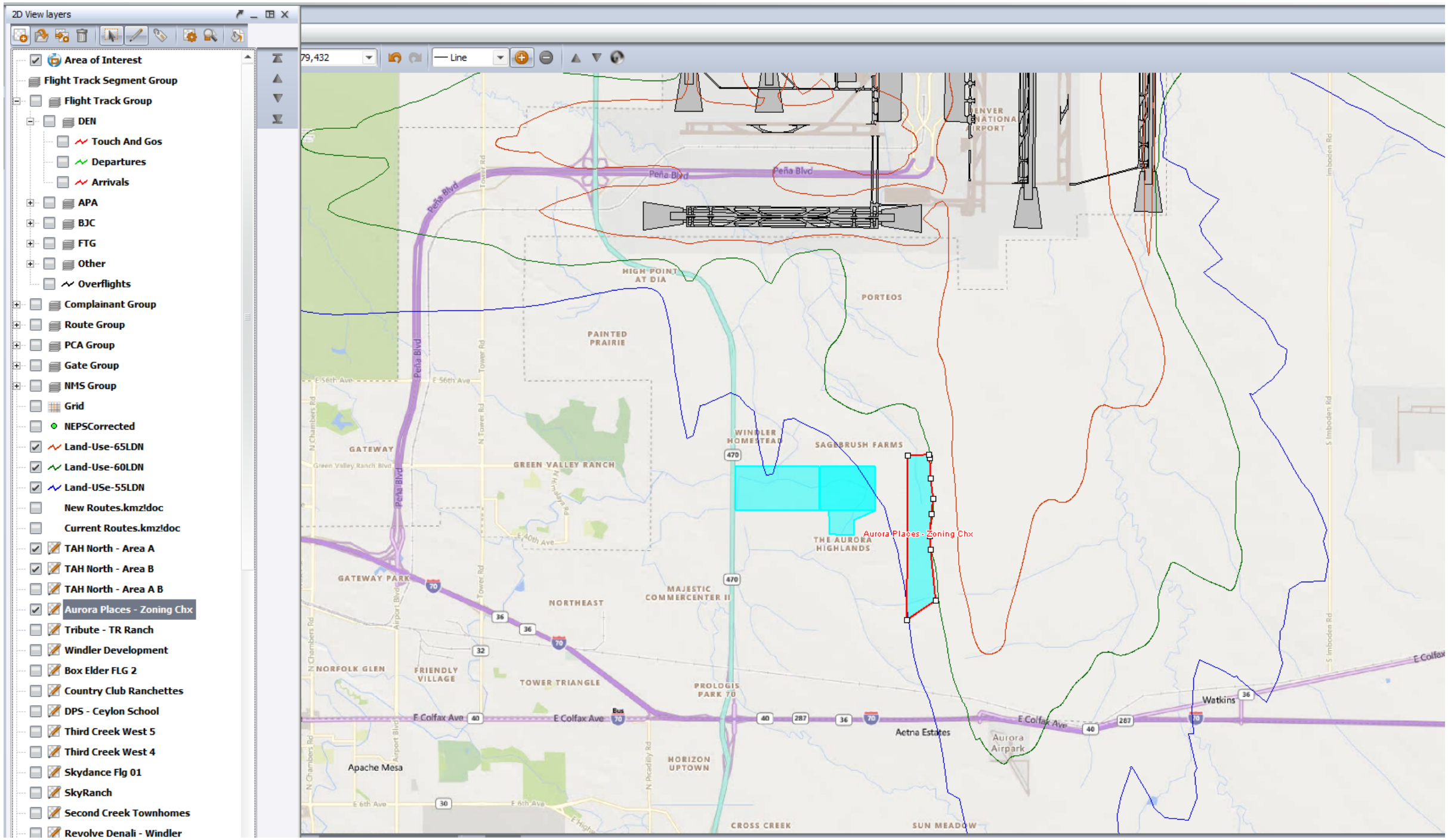


3. Prevent Wildlife Attractants

The FAA provides guidance in *AC 150/5200-33C - Hazardous Wildlife Attractions On or Near Airports*, for construction projects which have the potential to attract wildlife to the DEN airfield environment. Wildlife Services recommends all project planners and contractors review AC 150/5200-33C and design projects in a manner which adhere to the listed guidelines and not create a wildlife attractant within the separation criteria (5 miles from the nearest Aircraft Operations area) outlined in paragraphs 1.2 through 1.4 of AC 150/5200-33C. Additionally, the United States Department of Agriculture's Wildlife Services recommends continual monitoring and communicating to DEN any observed wildlife attractant post-construction. Excerpts from AC 150/5200-33C which are commonly relevant to local development projects are listed below, but additional reference and consideration may be necessary depending on specific project details.

2.3 Water Management Facilities. Drinking water intake and treatment facilities, storm water and wastewater treatment facilities, associated retention and settling ponds, ponds built for recreational use, ponds and fountains for ornamental purposes, and ponds that result from mining activities often attract large numbers of potentially hazardous wildlife. Development of new open water facilities within the separation criteria identified in Paragraphs 1.2 through 1.4 should be avoided to prevent wildlife attractants. If necessary, land-use developers and airport operators may need to develop management plans, in compliance with local and state regulations, to support the operation of storm water management facilities on or near all public-use airports to ensure a safe airport environment. The FAA recommends these plans be developed in consultation with a Qualified Airport Wildlife Biologist, to minimize hazardous wildlife attractants.

TAH Aurora Places – Zoning Change

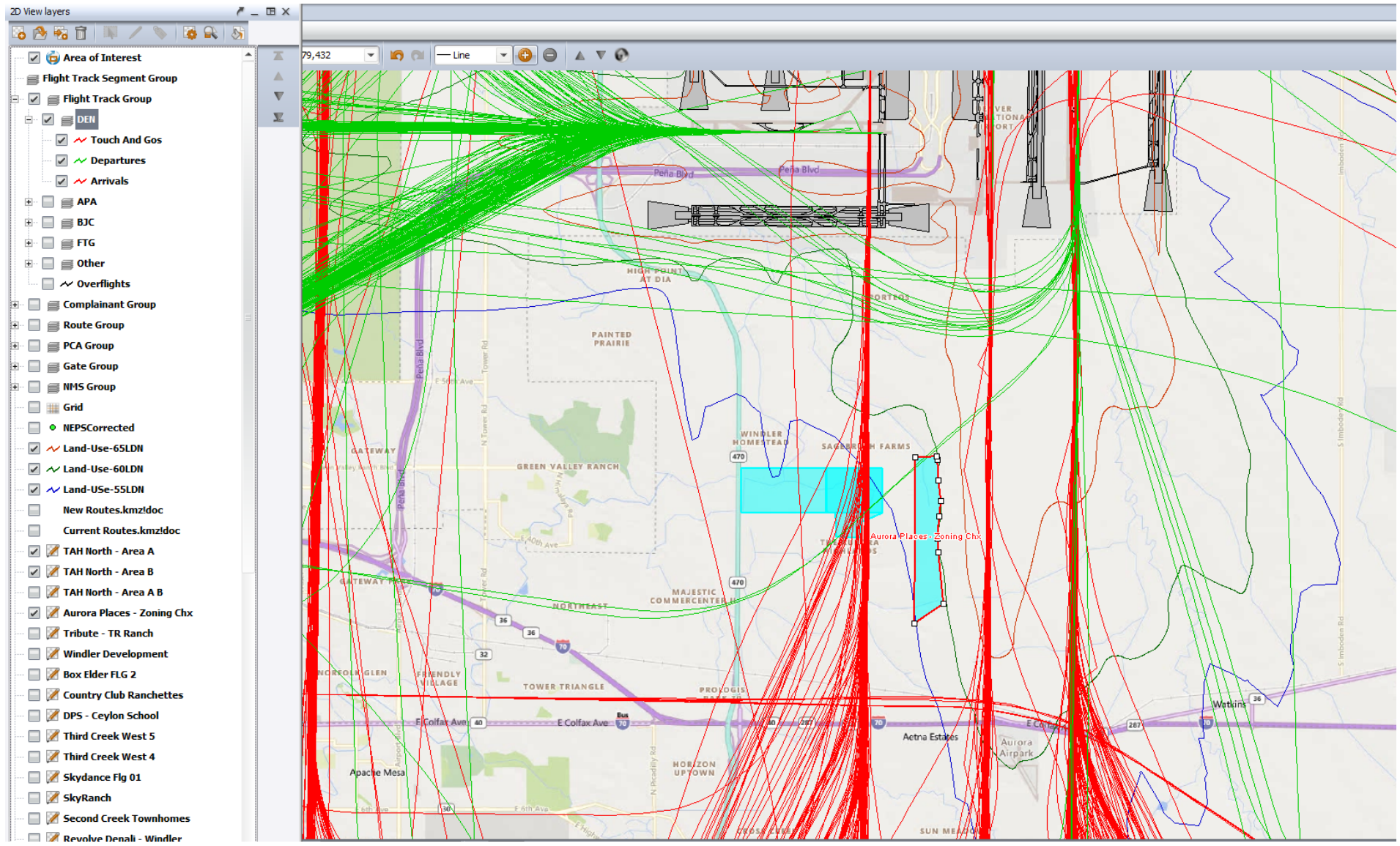


DEN Aviation Noise Analysis – TAH Aurora Places – Zoning Change

DEN Aviation Noise:

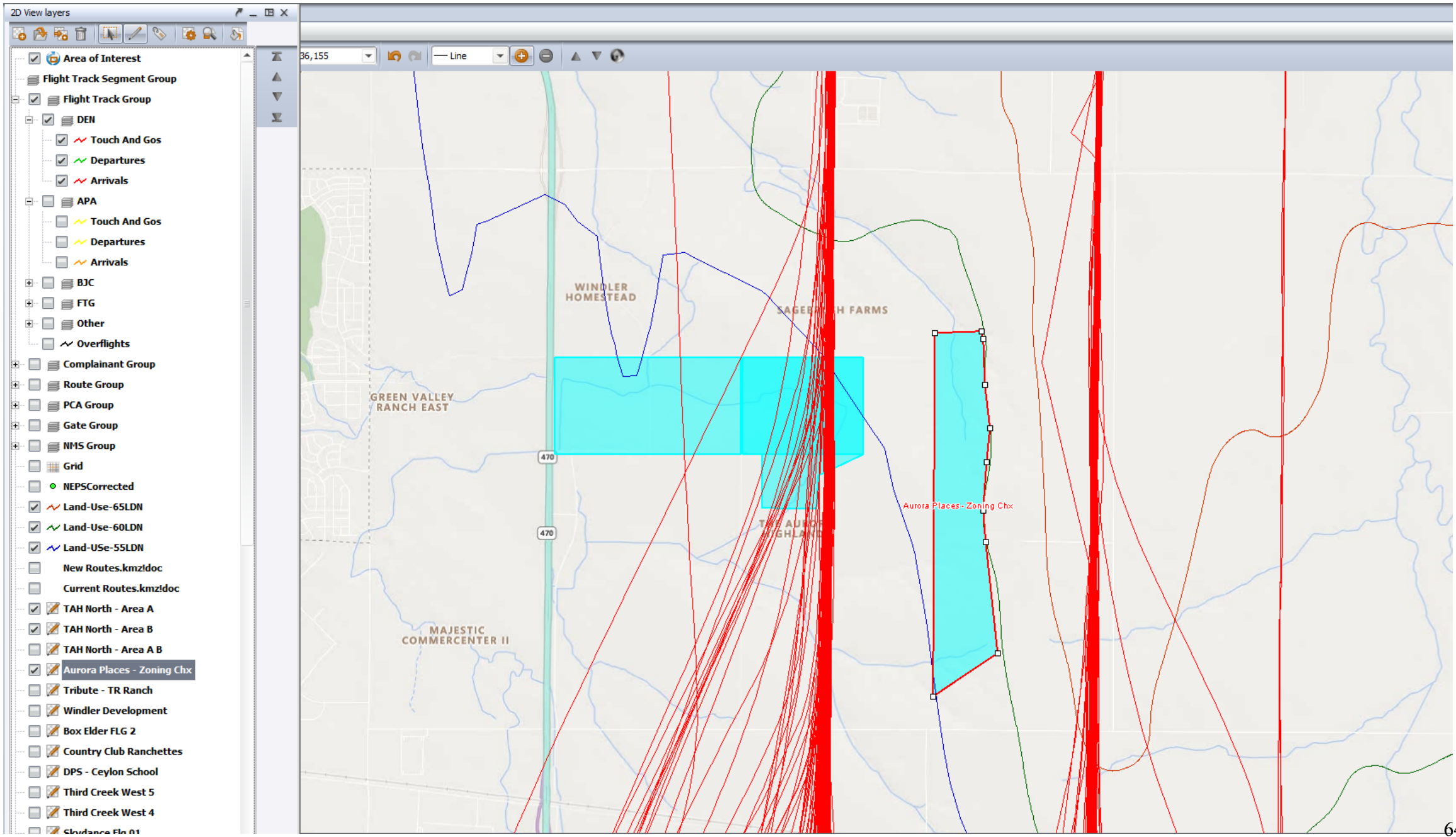
This property will be subject to overflights to and from Denver International Airport (DEN). Included are flight track maps showing the different flight track pattern scenarios and their altitudes related to the arrival and departure at DEN. All related aviation noise statements should be included in homeowner information, documentation and contracts.

Other areas in this development have been reviewed previously, and the noise analysis still holds true. While this development is not directly under a flight pattern, this portion of the development, depicted in light blue, outlined in red, and labeled "Aurora Places – Zoning Change" will have arrival overflights, on either side of it, from the south at altitudes of between 1,300 feet above ground level (AGL) and 1,600 feet AGL depending on the aircraft type and what arrival runway the Federal Aviation Administration (FAA) air traffic controllers have directed the aircraft to land on. If the winds are out of the north aircraft will land coming in from the south on final approach to DEN. Aircraft currently arrive to DEN on runways 34L/R and 35L/R and with the potential of 2 new North/South runways on the East side of the airfield there could be even more daily arrival overflights in the vicinity of this development. The future runways are depicted in black outline/grey fill on this map of flight data from 7/7/24. This day of flights depicts a typical flight pattern for a 24 period. **On this day there were 576 arrivals to runways 34R and 35L from the south.**

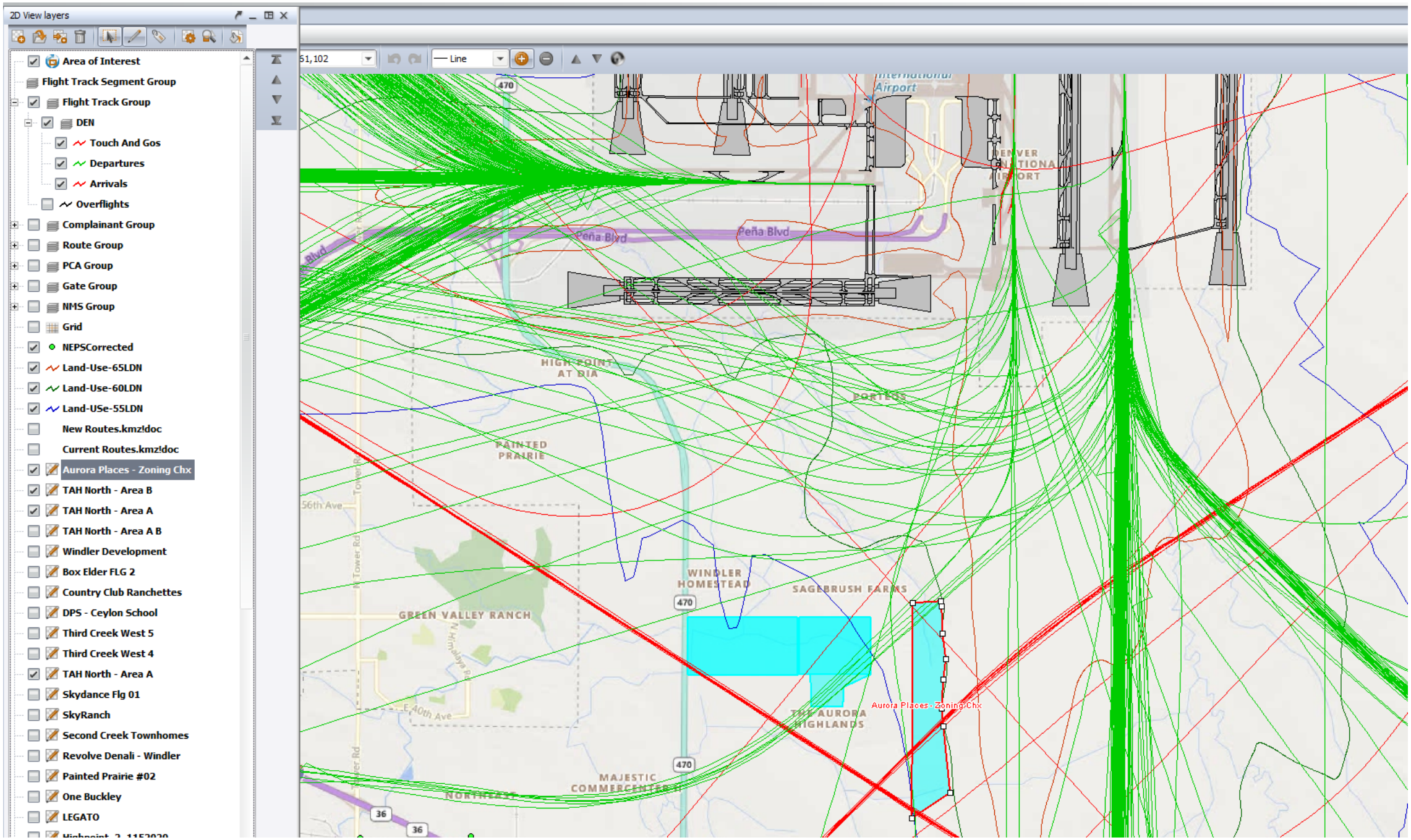


DEN Aviation Noise:

Same flight data from 7/7/24, zoomed in to see the 55, 60 and 65 DNL contour and the property area labeled “Aurora Places – Zoning Change” in red and outlined in red and filled in light blue. The other light blue area that is depicted just to the west of the subject property is The Aurora Highlands Areas A and B. The subject property is fully contained within the 55 DNL contour with its’ east side boundary right up against the 60 DNL contour. While we cannot dictate the development inside of the 55 DNL contour, we would like to point out that zoning change will place future citizens into t a noise area that will be subject to many overflights on wither side of the subject development There will be upwards of 200-300+ arrivals per day to 34R and 35L and at some point there could be arrivals also vectoring to the other 2 future runways on the west side of the airfield and the 2 future runways on the east side of the airfield.



This data is from 12/3/24 We had a few departures that were needing to depart to the south and the turn to the west to get onto their pattern. While this doesn't happen very often, and there are no current or future runways that are directly north of this area where the zoning change is proposed, there could be overflights by departures. They will be louder than the arrivals and will be at approximately 1,700 ft to 2,400 feet AGL above the subject property. These altitudes are dependent on aircraft type and what runway they had utilized to depart.



USDA
United States Department of Agriculture

Animal and Plant Health Inspection Service

Wildlife Services

Colorado State Office
12345 W. Alameda Parkway
Suite 204
Lakewood, CO 80228
303.328.9041 Main
303.328.9047 Fax

September 2024

To: Whom it May Concern

From: USDA Wildlife Services
Denver, CO

Subject: Project Review to Prevent Wildlife Attractants

In support of aviation safety at Denver International Airport (DEN), the U.S. Department of Agriculture (USDA), Animal and Plant Health Inspection Service (APHIS), Wildlife Services (WS) provides comments on all projects within 5 miles of Denver International Airport's arrival, departure, and circling airspace in effort to prevent the introduction of wildlife attractants which may increase risk to aviation safety.

The Federal Aviation Administration (FAA) provides guidance in Advisory Circular (AC) 150/5200-33C - Hazardous Wildlife Attractions On or Near Airports, for construction projects which have the potential to attract wildlife to the DEN airfield environment. Wildlife Services recommends all project planners and contractors review AC 150/5200-33C and design projects in a manner which adhere to the listed guidelines and not create a wildlife attractant within the separation criteria (5 miles from the nearest Aircraft Operations area) outlined in paragraphs 1.2 through 1.4 of AC 150/5200-33C. Additionally, USDA WS recommends continual monitoring and communicating to DEN any observed wildlife attractant post-construction. Excerpts from AC 150/5200-33C which are commonly relevant to local development projects are listed below, but additional reference and consideration may be necessary depending on specific project details.

2.3 Water Management Facilities. Drinking water intake and treatment facilities, storm water and wastewater treatment facilities, associated retention and settling ponds, ponds built for recreational use, ponds and fountains for ornamental purposes, and ponds that result from mining activities often attract large numbers of potentially hazardous wildlife. Development of new open water facilities within the separation criteria identified in Paragraphs 1.2 through 1.4 should be avoided to prevent wildlife attractants. If necessary, land-use developers and airport operators may need to develop management plans, in compliance with local and state regulations, to support the operation of storm water management facilities on or near all

public-use airports to ensure a safe airport environment. The FAA recommends these plans be developed in consultation with a Qualified Airport Wildlife Biologist, to minimize hazardous wildlife attractants.

2.3.1.2 Where possible, airport operators should modify stormwater detention ponds to allow a maximum 48-hour detention period for the design storm. The combination of open water and vegetation is particularly attractive to waterfowl and other hazardous wildlife. Water management facilities holding water longer than 48 hours should be maintained in a manner that keeps them free of both emergent and submergent vegetation. The FAA recommends that airport operators avoid or remove retention ponds and detention ponds featuring dead storage to eliminate standing water. Detention basins should remain totally dry between rainfalls. Where constant flow of water is anticipated through the basin, or where any portion of the basin bottom may remain wet, the detention facility should include a concrete or paved pad and/or ditch/swale in the bottom to prevent vegetation that may provide nesting habitat. Drainage basins with a concrete or paved pad should be maintained to prevent or remove any sediment build-up to prevent vegetation growth.

2.3.1.3 When it is not possible to drain a large detention pond completely, airport operators may use physical barriers, such as bird balls, wire grids, pillows, or netting, to deter birds and other hazardous wildlife. When physical barriers are proposed, airport operators must evaluate their use, effectiveness and maintenance requirements. Airport operators must also ensure physical barriers will not adversely affect water rescue. Before installing any physical barriers over detention ponds on Part 139 airports, airport operators must get approval from the appropriate FAA Regional Airports Division Office.

2.3.1.4 The FAA recommends that airport operators encourage off-airport stormwater treatment facility operators to incorporate appropriate wildlife hazard mitigation techniques into stormwater treatment facility operating practices when their facility is located within the separation criteria specified in Paragraphs 1.2 through 1.4.

2.3.2 New Stormwater Management Facilities. The FAA recommends that storm water management systems located within the separations identified in Paragraphs 1.2 through 1.4 be designed and operated so as not to create above-ground standing water. Stormwater detention ponds should be designed, engineered, constructed, and maintained for a maximum 48–hour detention period after the design storm and to remain completely dry between storms. To facilitate the control of hazardous wildlife, the FAA recommends the use of steep sided, rip-rap or concrete lined, narrow, linear-shaped water detention basins. When it is not possible to place these ponds away from an airport's aircraft operations area (but still on airport property), airport operators may use physical barriers, such as bird balls, wire grids, floating covers, vegetation barriers (bottom liners), or netting, to prevent access of hazardous wildlife to open water and minimize aircraft-wildlife interactions. Caution is advised when nets or wire grids are used for deterring birds from attractants. Mesh size should be < 5 cm (2") to avoid entangling and killing birds and should not be made of a monofilament material. Grids installed above and across water to deter hazardous birds (e.g., waterfowl, cormorants, etc.) are different than using a small mesh covering but also provides an effective deterrent. Grid material, size, pattern and height above water may differ on a case-by-case basis. When physical barriers are used, airport operators must evaluate their use and ensure they will not adversely affect water rescue. Before installing any physical barriers over detention ponds on Part 139 airports, a review by a Qualified Airport Wildlife Biologist should be conducted, prior to approval from the appropriate FAA Regional Airports Division Office. All vegetation in or around detention basins that provide food or cover for hazardous wildlife should be eliminated. If soil conditions and other requirements allow, the FAA encourages the use of underground storm water infiltration systems because they are less attractive to wildlife.

2.3.3 Existing Wastewater Treatment Facilities.

2.3.3.1 The FAA recommends that airport operators immediately correct any wildlife hazards arising from existing wastewater treatment facilities located on or near the airport.

2.3.3.2 Where required, a wildlife management plan will outline appropriate wildlife hazard mitigation techniques. Accordingly, airport operators should encourage wastewater treatment facility operators to incorporate measures, developed in

consultation with a Qualified Airport Wildlife Biologist, to minimize hazardous wildlife attractants. Airport operators should also encourage those wastewater treatment facility operators to incorporate these mitigation techniques into their standard operating practices. In addition, airport operators should consider the existence of wastewater treatment facilities when evaluating proposed sites for new airport development projects and avoid such sites when practicable.

2.3.4 New Wastewater Treatment Facilities. The FAA recommends against the construction of new wastewater treatment facilities or associated settling ponds within the separations identified in Paragraphs 1.2 through 1.4. Appendix 1 defines wastewater treatment facility as "any devices and/or systems used to store, treat, recycle, or reclaim municipal sewage or liquid industrial wastes." The definition includes any pretreatment involving the reduction or elimination of pollutants prior to introducing such pollutants into a treatment facility. When a wastewater treatment facility is proposed within the separation criteria, the airport operator, project proponent, and local jurisdiction should discuss the proposed project location with regard to its location near the airport and the separation distances identified in Paragraphs 1.2 through 1.4. If possible, a more suitable location for the proposed facility should be identified. If no other suitable location exists, FAA recommends that the proposed facility plans be reviewed by a Qualified Airport Wildlife Biologist to identify measures to avoid or reduce the facility's potential to attract hazardous wildlife. If appropriate measures cannot be incorporated to reduce potential wildlife hazards, airport operators should document their opposition in a letter to the local jurisdiction.

2.3.5 Artificial Marshes. The FAA recommends against establishing artificial marshes within the separations identified in Paragraphs 1.2 through 1.4.

In addition to water-based attractants, vegetative attractants may serve to increase strike risk if established within the 5-mile separation buffer. WS strongly recommends against the establishment of any landscaping or vegetation in the 5-mile separation buffer which may attract wildlife. All introduced tree and shrub species should be reviewed by USDA

Biologists prior to project initiation. Tree and shrub species should be appropriately spaced as to prevent the establishment of a continuous canopy or dense cover. Long-term plant growth should also be considered when spacing. As per FAA requirement for Part 139 Certified Airports, DEN operates under the practices described in an annually revised and approved Wildlife Hazard Management Plan. Any grass or vegetation species not currently listed in the WHMP approved seed mixes is not approved for use at DEN or in the 5-mile separation buffer. WS will not approve any plant species which has the potential to attract birds to the airport environment. The DEN WHMP requires a seed purity analysis of 0.01% pure live seed for each species utilized, which reduces filler materials and undesirable weed seeds. The accompanying seeding bag tags during onsite re-seeding are also required. On page 7 is the approved seed mix table from Appendix H of the WHMP. The following excerpts from AC 150/5200-33C support this recommendation:

2.8.2 Landscaping and Landscape Maintenance.

2.8.2.1 Depending on its geographic location, landscaping can attract hazardous wildlife. The FAA recommends that airport operators approach landscaping with caution and confine it to airport areas not associated with aircraft movements. Vegetation that produces seeds, fruits, or berries, or that provides dense roosting or nesting cover should not be used. Airports should develop a landscape plan to include approved and prohibited plants. The landscape plan should consider the watering needs of mature plants. A Qualified Airport Wildlife Biologist should review all landscaping plans. Airport operators should also monitor all landscaped areas on a continuing basis for the presence of hazardous wildlife. If hazardous wildlife is detected, corrective actions should be immediately implemented.

2.8.2.3 Airport operators should ensure that plant varieties attractive to hazardous wildlife are not used on the airport. Disturbed areas or areas in need of revegetating should not be planted with seed mixtures containing millet or any other large-seed producing grass. For airport property already planted with seed mixtures containing millet, rye grass, or other large-seed producing grasses, the FAA recommends disking, plowing, or another suitable agricultural practice to prevent plant maturation and seed head production. Plantings should follow the specific recommendations for grass

management and seed and plant selection made by the State University Cooperative Extension Service, the local office of Wildlife Services, or a Qualified Airport Wildlife Biologist. Airport operators should also consider developing and implementing a preferred/prohibited plant species list, reviewed by a Qualified Airport Wildlife Biologist, which has been designed for the geographic location to reduce the attractiveness to hazardous wildlife for landscaping airport property.

Additionally, the FAA issued CertAlert 98-05 – Grasses Attractive to Hazardous Wildlife, which states:

"Airport Operators should ensure that grass species and other varieties of plants attractive to hazardous wildlife are not used on the airport. Disturbed areas or areas in need of re-vegetating should not be planted with seed mixtures containing millet or any other large-seed producing grasses."

Please feel free to contact DEN or USDA WS for additional information or recommendations for specific projects.

Respectfully,

USDA Wildlife Services - CO

Appendix H: Denver International Airport Approved Grass Species and Sample Submittal Documentation

Grasses for Aircraft Operating Area and Landside Use:

Dry/Upland Grasses

Scientific Name	Common Name	Soil Conditions	lbs PLS/acre*	%of mix**
Pascopyrum smithii	Western Wheatgrass	Universal Upland	3.75	25.00
Agropyron cristatum	Crested Wheatgrass	Universal Upland	3.75	25.00
Buchloe dactyloides	Buffalograss	Universal Upland	3	20.00
Elymus trachycaulus	Slender Wheatgrass	Non-Saline Upland	2.25	15.00
Bouteloua gracilis	Blue Grama	Non-Saline Upland	1.5	10.00
Sporobolus airoides	Alkali Sacaton	Saline Upland	0.75	5.00
	TOTAL		**15**	**100**

Wet/Drainage Grasses

Scientific Name	Common Name	Soil Conditions	lbs PLS/acre*	%of mix**
Panicum virgatum	Switchgrass	Non-Saline Upland/Pond	2.5	25.00
Elymus lanceolatus	Steambank Wheatgrass	Non-Saline Upland	2	20.00
Puccinellia distans	Alkaligrass	Saline Upland	2	20.00
Puccinellia airoides	Nuttall Alkaligrass	Saline Upland	2	20.00
Carex nebrascensis	Nebraska sedge	Non-Saline Pond	0.7	7.00
Juncus balticus	Baltic Rush	Non-Saline Pond	0.4	4.00
Scirpus paludosus	Alkali Bulrush	Saline Pond	0.4	4.00
	TOTAL		**10**	**100**

* PLS means Pure Live Seed; rates shown are for drill seeding, if broadcast, rates should be doubled.

** Percent by seed number

*** Wetland mixes to be used only where wetland hydrology exists.

AEROTROPOLIS INDUSTRIAL DEVELOPMENT, LLC
2000 BERING DR., SUITE 650
HOUSTON, TEXAS 77057

December 10, 2024

VIA EMAIL ONLY
(jrustad@auroragov.org)

Ms. Jeannine Rustad
Planning and Development Services Director
City of Aurora
15151 East Alameda Pkwy.
Aurora, CO 80012

RE: Request for Comprehensive Plan Amendment DA-2149-03.

Dear Ms. Rustad:

Aerotropolis Industrial Development, LLC ("**AID**") is the contract purchaser of approximately 1,280 acres located in Sections 16, 21 and 28, Township South, Range 65 West. This property is presently owned by ATEC Investments, LLC ("**Owner**"). AID intends to cause approximately 347 acres of this land, which is located west of the 60 Ldn contour and more particularly described on the attached Exhibit A ("**Property**"), to be developed with a mix of residential housing, with supportive commercial, park and open space uses. In furtherance of that intention, AID is requesting a Comprehensive Plan Amendment to change the placetype on the Property from "Industry Hub" to "Emerging Neighborhood".

The City's Comprehensive Plan describes future development and land use in terms of "Placetypes". Placetypes characterize specific areas by defining the character, scale, form and function of a general area. Amendment of the Comprehensive Plan to identify the Property, which is currently vacant, as "Emerging Neighborhood" is:

- **CONSISTENT WITH AURORA PLACES, WHICH IS THE CITY'S COMPREHENSIVE PLAN.**
    - The Placetype map is intended to depict general locations of each placetype and not necessarily the land use designations of specific parcels;
    - Aurora Places allows for adjustments to exact boundaries and locations of uses.
- **RESPONSIVE TO CHANGED CIRCUMSTANCES.**
    - The Property was originally part of the King Ranch General Development Plan. The King Ranch GDP was a master plan covering 2,471 acres in Sections 16, 20, 21 and 28. The GDP presented a master plan with a mix of residential, schools, commercial and industrial uses. The City agreed in the GDP as well as the annexation agreement that all or a portion of the Property located outside the 60

Ldn contour, that was anticipated to be generated by the then proposed new international airport, could be rezoned from non-residential to residential uses. The Annexation Agreement went on to provide that "the Property shall remain zoned in accordance with the General Development Plan and associated standards." Rezoning of the Property to allow residential development on land outside of the 60 Ldn contour is not supported by, or compatible with, an "Industry Hub" placetype;

- Approximately 315 acres in Section 17 that was within an "Emerging Neighborhood" placetype was reclassified to "Industry Hub" in 2021 (DA-1805-01). This land, together with additional acreage in Section 17 as reflected in The Aurora Highlands Public Improvement Plan presented in 2019, was proposed to include a variety of residential housing options, a high school, park and open space.

- **NEUTRALIZING THE PRIOR REDUCTION IN LAND AREA AVAILABLE FOR RESIDENTIAL DEVELOPMENT ARISING FROM RECENT CHANGES TO THE BOUNDARIES OF THE EMERGING NEIGHBORHOOD PLACETYPE.**
    - Reclaiming land outside of the 60 Ldn contour to support residential, school, park and open space, and neighborhood commercial uses will provide housing options for persons across all socioeconomic levels and the growing aged population supporting the Housing For All initiative.
- **SUPPORTIVE OF PROVIDING MORE DENSE, MORE COMPACT AND MORE DIVERSE RESIDENTIAL DEVELOPMENT WITH A VARIETY OF PRICE POINTS.**
    - Housing options are not as diverse as other large cities to meet the needs of households with diverse preferences, incomes, employment, sizes and compositions;
    - City desires new types of urban places and a greater variety of neighborhood experiences to attract employers and support new jobs and where people of all backgrounds can prosper;
    - Development of this Property at a higher density, in cooperation with the City, will help bridge the supply and demand gap that is increasing home prices and provide opportunities to create new, quality, attainable housing;
    - All persons should have ability to enjoy all that Aurora has to offer, including access to quality jobs, quality schools, safe neighborhoods and active gathering places;
    - Affordable housing should be located at places close to job centers.
- **COMPLIANT WITH APS' DESIRE FOR A UNIQUE AND HIGH QUALITY HIGH SCHOOL CAMPUS ACCESSIBLE TO THE REGION IT SERVES.**
    - Approval of this amendment will solidify the location of the High School and permit development of a state-of-the-art campus that will support the traffic

generation, field lighting and the ancillary sporting noise appurtenant to a high school.

- **CREATING OPPORTUNITIES TO TAKE ADVANTAGE OF TOPOGRAPHIC CONDITIONS TO CREATE A NEW AMENITIZED LINEAR PARK THAT WILL ALLOW THE BLENDING OF A MIX OF PUBLIC, RESIDENTIAL, COMMERCIAL AND INDUSTRIAL USES, WITH APPROPRIATE BUFFERING, TO ESTABLISH A WALKABLE COMMUNITY WITH ACCESS TO EMPLOYMENT CENTERS, HEALTH FACILITIES, RECREATIONAL AMENITIES, SCHOOLS AND OTHER GATHERING PLACES.**
    - Compatible with the Aerotropolis Logistics Center Master Plan (DA-2214-00) due to the variant topographies;
    - Multiple areas within the City locate Emerging Neighborhood placetypes with Industry Hub placetypes, particularly where the natural topography can be utilized to create a unique open space and transportation corridor that provides both the non-residential and residential communities with interactive assets, gathering places and visual separation.
    - A cohesive community is created when placetypes connect to each other by design, functionality and access to infrastructure.
- **SUPPORTED BY THE LANDOWNER AND CONTRACT PURCHASER TO CREATE A STRONG ECONOMIC COMMUNITY WITH SYNERGIES ARISING FROM CONNECTING INDUSTRY AND PEOPLE.**

For the foregoing reasons, AID requests that the City approve the Plan amendment. We look forward to working with the City toward successful completion of the Plan amendment.

Sincerely,



Allen Crosswell
Manager
Aerotropolis Industrial Development, LLC

P.U.D. - 1058

EXHIBIT G

P-1058 1/5

KING RANCH
GENERAL DEVELOPMENT PLAN

MAY 13, 1987

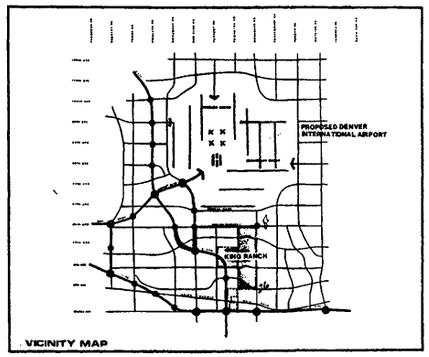
PREPARED FOR:
THE BILL L. WALTERS COMPANIES
7951 E. MAPLEWOOD, SUITE 300
ENGLEWOOD, CO
(303) 694-1966

LAND PLANNING CONSULTANTS:
DAVID A. CLINGER ASSOCIATES
23568 PONDVIEW PL.
GENESEE VILLAGE,CO 80211
(303) 526-9126

CIVIL ENGINEERS:
MERRICK & COMPANY
P.O. BOX 22026
DENVER, CO 80222
(303) 751-0741

TRAFFIC ENGINEERS:
KRAGER & ASSOCIATES
1643 BOULDER ST. SUITE 203
DENVER, CO 80211
(303) 477-6318

SITE VICINITY:



LEGAL DESCRIPTION:

PROPERTY DESCRIPTION

A parcel of land located in the East Half of Section 32, Township 3 South, Range 65 West of the Sixth Principal Meridian, County of Adams, State of Colorado, being more particularly described as follows:

COMMENCING at the north quarter corner of said Section 32;
THENCE S00°34'49"E along the westerly line of said East Half a distance of 30.00 feet to the POINT OF BEGINNING;
THENCE S89°25'11"E along the southerly deed line of County Road No. 26 according to Book 5 at Page 504 of the Adams County Commissioners' Road Books of Adams County, Colorado and 30.00 feet southerly of the northerly line of said East Half a distance of 2645.82 feet;
THENCE S89°32'57"E along the westerly line of the Northeast Quarter of said Section 32 a distance of 2245.33 feet;
THENCE the following two (2) courses along the northerly and westerly line of that parcel of land described in Book 1843, Page 32, Adams County Clerk and Recorder's Office;

1. N53°13'35"W a distance of 3320.00 feet;
2. THENCE N00°26'49"E a distance of 950.00 feet;

THENCE N83°15'55"W along the northerly right-of-way line of the Union Pacific Railroad a distance of 1346.46 feet;
THENCE N00°26'49"E along the westerly line of said East Half a distance of 2613.84 feet to the POINT OF BEGINNING.

Containing 130.817 acres, more or less.

PROPERTY DESCRIPTION
Parcel in Sections 34, 35 & 36

A parcel of land being all of Sections 34, 35 and 36, in Township 3 South, Range 65 West, of the Sixth Principal Meridian, EXCEPT the westerly 210.00 feet and the easterly 30.00 feet of said Sections 34, 35 and 36 and EXCEPT the southerly 30.00 feet of said Section 36, Adams County, Colorado, being additionally described as follows:
COMMENCING at the northeast corner of said Section 34;
THENCE S89°46'08"E along the northerly line of said Section 35 a distance of 210.00 feet to the POINT OF BEGINNING;
THENCE continuing S89°46'08"E along said northerly line of Section 35 a distance of 5038.20 feet;
THENCE the following 4 (six) courses along the westerly line of County Road No. 22W according to Book 5 at Page 455 of the County Commissioner's Road Books of Adams County;
1) S00°10'44"W along a line 30.00 feet westerly of and parallel with the the westerly line of the Northeast Quarter of said Section 35 a distance of 2647.29 feet;
2) THENCE S00°05'17"W along a line 30.00 feet westerly of and parallel with the westerly line of the Southeast Quarter of said Section 35 a distance of 2647.98 feet;
3) THENCE S00°11'45"W along a line 30.00 feet westerly of and parallel with the westerly line of the Northeast Quarter of said Section 36 a distance of 2649.53 feet;
4) THENCE S00°11'03"W along a line 30.00 feet westerly of and parallel with the westerly line of the Southeast Quarter of said Section 36 a distance of 2649.52 feet;
5) THENCE S00°25'36"E along a line 30.00 feet westerly of and parallel with the westerly line of the Northeast Quarter of said Section 36 a distance of 1322.64 feet;
6) THENCE S00°24'24"E along a line 30.00 feet westerly of and parallel with the westerly line of the Southeast Quarter of said Section 36 a distance of 2619.05 feet;

THENCE the following 3 (two) courses along the northerly line of County Road No. 26 according to Book 5 at Page 504 of the County Commissioner's Road Books of Adams County;
1) N89°35'19"W along a line 30.00 feet northerly of and parallel with the southerly line of the Southeast Quarter of said Section 36 a distance of 2634.06 feet;
2) THENCE N89°37'32"W along a line 30.00 feet northerly of and parallel with the southerly line of the Southeast Quarter of said Section 35 a distance of 2652.71 feet;

THENCE the following 3 (four) courses along the easterly line of a parcel of land deeded to Public Service Company of Colorado in Book 798 at Page 338 in the Adams County Clerk and Recorder's Office;
1) N00°00'24"W along a line 210.00 feet easterly of and parallel with the westerly line of the Southeast Quarter of said Section 36 a distance of 2639.83 feet;
2) THENCE N00°00'00"E along a line 210.00 feet easterly of and parallel with the westerly line of the Northeast Quarter of said Section 36 a distance of 2649.46 feet;
3) THENCE N00°00'39"E along a line 210.00 feet easterly of and parallel with the westerly line of said Section 25 a distance of 2230.85 feet;
4) THENCE N00°20'37"E along a line 210.00 feet easterly of and parallel with the westerly line of said Section 36 a distance of 5303.09 feet to the POINT OF BEGINNING.
Containing 1840.293 acres, more or less.

PROPERTY DESCRIPTION

A parcel of land located in the Southeast Quarter of Section 30, Township 3 South, Range 65 West of the Sixth Principal Meridian, County of Adams, State of Colorado, being more particularly described as follows:

COMMENCING at the north quarter corner of said Section 31;
THENCE S89°36'07"E along the westerly line of said East Half a distance of 3544.35 feet;
THENCE the following two (2) courses along the southerly right-of-way line of the Union Pacific Railroad)

1. S83°13'35"E a distance of 817.76 feet to the POINT OF BEGINNING;
2. THENCE continuing S83°13'35"E a distance of 1849.61 feet;

THENCE S00°26'13"E along the westerly line of the Southeast Quarter of said Section 32 a distance of 831.16 feet;
THENCE the following three (3) courses along the northerly and westerly lines of that parcel of land described in Book 1295, Page 486, Adams County Clerk and Recorder's Office;

1. N89°36'48"W a distance of 30.00 feet;
2. THENCE S44°23'35"W a distance of 315.35 feet;
3. THENCE S13°54'37"W a distance of 549.37 feet;

THENCE the following two (2) courses along the westerly line of that parcel of land described in Book 358, Page 599, Adams County Clerk and Recorder's Office;

1. S74°48'34"W a distance of 457.66 feet;
2. THENCE N89°36'48"W a distance of 1163.17 feet;

THENCE N00°26'13"W along the easterly line of that parcel of land described in Book 381, Page 519, Adams County Clerk and Recorder's Office a distance of 655.75 feet;
THENCE N89°33'47"E a distance of 12.84 feet;
THENCE N00°30'31"W a distance of 1121.78 feet to the POINT OF BEGINNING.

Containing 63.491 acres, more or less.

PROPERTY DESCRIPTION
Parcel in Section 30

A parcel of land being all of Section 30, Township 3 South, Range 65 West, of the Sixth Principal Meridian, EXCEPT the Southeast Quarter of the Southeast Quarter of the Southeast Quarter thereof, Adams County, Colorado, being additionally described as follows:
BEGINNING at the northeast corner of said Section 30;
THENCE S89°36'07"E along the northerly line of said Section 30 a distance of 2651.52 feet to the northeast corner of said Section 30;
THENCE S00°00'26"E along the easterly line of said Section 30 a distance of 4282.73 feet to the northeast corner of said Southeast Quarter of the Southeast Quarter of the Southeast Quarter of Section 30;
THENCE S89°16'08"W along the northerly line of said Southeast Quarter of the Southeast Quarter of the Southeast Quarter a distance of 646.50 feet to the southeast corner of said Southeast Quarter of the Southeast Quarter of the Southeast Quarter;
THENCE N00°09'08"E along the westerly line of said Southeast Quarter of the Southeast Quarter of the Southeast Quarter a distance of 657.56 feet to the southeast corner of said Southeast Quarter of the Southeast Quarter of the Southeast Quarter;
THENCE S89°40'37"W along the southerly line of the Southeast Quarter of said Section 30 a distance of 1981.42 feet to the south quarter corner of said Section 30;
THENCE S89°46'35"W along the southerly line of the Southeast Quarter of said Section 30 a distance of 2641.52 feet to the southeast corner of said Section 25;
THENCE N00°01'46"W along the westerly line of said Southeast Quarter of Section 30 a distance of 2650.95 feet to the west quarter corner of said Section 30;
THENCE N00°02'46"W along the westerly line of the Northeast Quarter of said Section 30 a distance of 2637.28 feet to the POINT OF BEGINNING.
Containing 631.331 acres, more or less.

SIGNATURES:

General Development Plans registered and recorded hereunder shall be binding upon the applicants thereof, their successors and assigns, and shall restrict and limit all development within the Planned Development Zone District to all conditions and limitations set forth in such plans.

Owners: THE BILL L. WALTERS COMPANIES

By Harvey E. Deutsch
Harvey E. Deutsch, Attorney for the Owners

In Witness Thereof: Harvey E. Deutsch

has caused these presents to be executed this 2nd day of June A.D., 19 87.

Notarial:

State of Colorado)
County of Arapahoe

The foregoing instrument was acknowledged before me this 2nd day of June A.D., 19 87 by Harvey E. Deutsch, Attorney and Authorized Agent for Owners.

Witness my hand and official Seal

Jackye M. Ivey
My Commission Expires 7-12-88
Business Address: 7951 E. Maplewood, Englewood CO 80111

JACKYE M. IVEY NOTARY PUBLIC STATE OF COLORADO

CITY OF AURORA APPROVALS

City Attorney: Date: 7-20-87
Planning Director: Date: 6/29/87
Planning Commission: Chairman Date: 6-24-87
City Council: Mayor Date: 7/20/87
Attest: City Clerk Date: 7-20-87

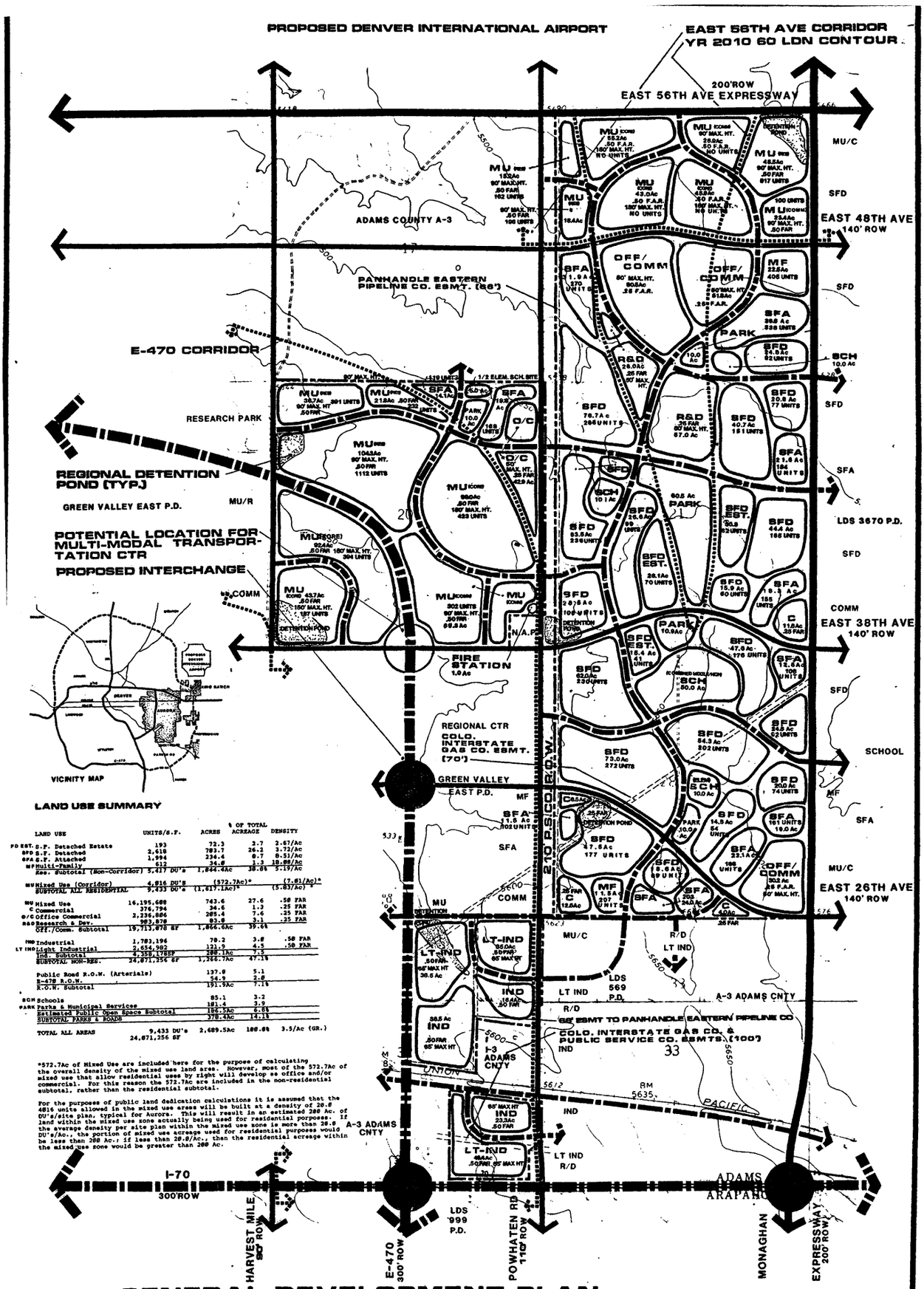
RECORDER'S CERTIFICATE

Accepted for filing in the Office of the Clerk and Recorder of Adams County, Colorado at 1:30 o'clock P .m, this 21st day of August A.D., 19 87.

Clerk and Recorder: William Imhof
Deputy: Jeanie L Rasmussen

P.U.D. # 1058
Rec.# B763954

SHEET 1 OF 5



LAND USE SUMMARY

	LAND USE	UNITS/S.F.	ACRES	% OF TOTAL ACREAGE	DENSITY
PD EST.	S.F. Detached Estate	193	72.3	2.7	2.67/Ac
SFD	S.F. Detached	2,618	703.7	26.2	3.72/Ac
SFA	S.F. Attached	1,994	234.4	8.7	8.51/Ac
MF	Multi-Family	612	34.0	1.3	18.00/Ac
	Res. Subtotal (Non-Corridor)	5,417 DU's	1,044.4Ac	38.8%	5.19/Ac
MU	Mixed Use (Corridor)	4,016 DU'S	(572.7Ac)*		(7.01/Ac)*
	SUBTOTAL ALL RESIDENTIAL	9,433 DU's	(1,617.1Ac)*		(5.83/Ac)*
MU	Mixed Use	16,195,680	743.6	27.6	.50 FAR
C	Commercial	376,794	34.6	1.3	.25 FAR
o/C	Office Commercial	3,236,886	205.4	7.6	.35 FAR
R&D	Research & Dev.	993,878	83.8	3.1	.25 FAR
	Off./Comm. Subtotal	19,713,678 SF	1,066.6Ac	39.6%	
IND	Industrial	1,783,196	78.2	3.8	.50 FAR
LT IND	Light Industrial	2,654,982	121.9	4.5	.50 FAR
	Ind. Subtotal	4,358,17889	200.1Ac	7.3	
	SUBTOTAL NON-RES.	24,071,256 SF	1,266.7Ac	47.1%	
	Public Road R.O.W. (Arterials)		137.9	5.1	
	E-470 R.O.W.		54.9	2.0	
	R.O.W. Subtotal		191.9Ac	7.1%	
SCH	Schools		85.1	3.2	
PARK	Parks & Municipal Services		101.4	3.9	
	Estimated Public Open Space Subtotal		180.5Ac	6.8%	
	SUBTOTAL PARKS & ROADS		378.4Ac	14.1%	
	TOTAL ALL AREAS	9,433 DU's 24,071,256 SF	2,689.5Ac	100.0%	3.5/Ac (GR.)

*572.7Ac of Mixed Use are included here for the purpose of calculating the overall density of the mixed use land area. However, most of the 572.7Ac of mixed use that allow residential uses by right will develop as office and/or commercial. For this reason the 572.7Ac are included in the non-residential subtotal, rather than the residential subtotal.

For the purposes of public land dedication calculations it is assumed that the 4816 units allowed in the mixed use areas will be built at a density of 20.0 DU's/site plan, typical for Aurora. This will result in an estimated 200 Ac. of land within the mixed use zone actually being used for residential purposes. If the average density per site plan within the mixed use zone is more than 20.0 DU's/Ac., the portion of mixed use acreage used for residential purposes would be less than 200 Ac.; if less than 20.0/Ac., then the residential acreage within the mixed use zone would be greater than 200 Ac.

GENERAL DEVELOPMENT PLAN

DATE: 3-13-1987
REVISIONS: 4-21-87, 6-17-87, 7-15-87, 8-5-87
SCALE: 1"=1200'
SHEET 2 OF 5

KING RANCH

THE BILL L. WALTERS COMPANIES
7951 E. MAPLEWOOD SUITE 300
ENGLEWOOD, COLO. 80111 (303) 694-1966

NORTH

PLANNING CONSULTANT:
DAVID A. CLINGER AND ASSOCIATES
23568 PONDVIEW PL.
GENESEE VILLAGE, COLO. 80401
(303) 526-9126

P1-58 2/5

King Ranch is a planned multiple-use development encompassing 2689.5 acres, located between East 56th Avenue and I-70 on the north and south, and Monaghan and Harvest Mile roads on the east and west. The development has been designed to include a variety of housing opportunities: estate and conventional single family detached homes, single family clusters, attached units/townhomes, and condominium/apartments. Complementary office and/or commercial parcels will be conveniently located at the intersections of major arterials and/or expressways. Mixed residential and non-residential land uses will be located within the corridors of the East 56th Avenue Expressway and E-470. Residential areas have been planned to provide for a decrease in density and intensity of use away from the mixed use corridors and commercial corners. In general, higher intensity uses will provide a buffer between 1) the East 56th Avenue Expressway, E-470, and the industrial area to the south and, 2) the more single family oriented lower density residences at the center of the site. All residential uses have been excluded from the Year 2010 60 LDN Noise Contour of the proposed Denver International Airport, located approximately one mile north of the site. Supporting facilites have been planned to serve the project and will include services, shopping, schools and parks - facilities needed to create a complete living environment.

To accommodate a variety of housing types, each planning area varies in topography, size, population, and street layout. The open space system includes a considerable portion of the high ridge running south to north through the site. It is intended that pedestrian ways will provide links, where applicable, to many areas of the site, including open space areas, schools, parks and community facilities. 106.5 acres of schools and parks, which will include a variety of recreational uses, are conveniently located near the neighborhoods. Additional bulk private open spaces are planned in the mixed-use core and industrial areas. Neighborhood and community commercial, office/commercial, and MU-Core areas are planned in locations convenient to the residential neighborhoods while taking advantage of pass-by traffic on major thoroughfares.

DESIGN INTENT

CIRCULATION, ROAD PATTERNS, AND STANDARDS:

The circulation and road patterns of the development are planned to provide good access, privacy, circulation and safety for the neighborhoods. E-470 bisects the western quarter of the site. Collector roads proximate to E-470 will serve multi-use, and other residential and office/commercial uses in this area. Two proposed interchanges of E-470 with the Gun Club Parkway and East 32nd Avenue are within one mile of the site. A multi-modal transportation center is planned for E-470 and East 38th Avenue. These interchanges will provide convenient access to the multi-family and non-residential uses adjacent to E-470. The Monaghan and East 56th Avenue Expressways, and arterials and collectors along the section or half section lines, provide access to the site. Service, retail, and employment centers will be located exclusively within the influence areas of these roads and therefore through traffic will not need to penetrate the circulation system within individual neighborhoods. The system will be safe for residents and the working and traveling public while remaining responsive to environmental concerns and emergency and traffic needs.

The internal road system for King Ranch is based on a hierachy of street types. Public through-streets, i.e. collectors, will be designed to provide access and continuity from adjacent arterial streets to individual residential villages. Local streets will provide access to individual homes within residential tracts, as well as access from within the residential tracts to nearby neighborhood retail and service centers. It shall be the intent of the developer, whenever possible, to provide this local street/retail center connection without a reliance on the adjacent arterial/collector system, but also without compromising the integrity of the residential tract to the point that the health and safety of individuals there would be jeopardized by unwarranted "through" traffic. All rights-of-way will be consistent with the road standards of the City of Aurora. Multi-family residential and commercial tracts may be served internally b private drive systems in accordance with City procedures in effect at the time of development.

Pedestrian circulation will be provided by walks through the public open space, along existing easements, and adjacent to all public streets. Walkways within the open space will separate pedestrians and cyclists from automobile traffic and provide alternate access from the residential areas to parks, schools, offices, and commercial areas.

City and Developer acknowledge that the alignment and R.O.W. of the E-470 highway and any interchange locations may be modified by the E-470 Authority. Final alignment, access, and design will be determined at the time of development and shall be in substantial conformance with this General Development Plan to the extent that is possible and reasonable.

MULTI-MODAL TRANSPORATION CENTER:

It is intended that this center have a multiplicity of uses. It is a place for transport of large numbers of the commuting public by a variety of means. As such, it will have parking areas and convenience services associated with it. At the same time, its ultimate potential may be as development cells of high intensity uses with offices, job centers and services in its immediate proximity. If it is to be a major destination in its own right, the location should be such that it does not conflict with or cause congestion at other major use centers. It will be located along E-470 but at an access point other than a main interchange. One multi-modal transportation center is shown on the land use plan. It will allow for a transit system stop in the future. Within this area, acreage for Park-n-Ride facilites will be available. The nature of the diverse uses in this center may ultimately include the following:

A. Parking structures or lots.
B. Light rail/rapid transit/subway systems.
C. Transportation terminals and accessory uses.
D. Pedestrian plazas and pedestrian walkways.
E. Bicycle pathways and storage.
F. Restaurants.
G. Bus parking and lanes.
H. Taxi parking and service areas.
I. Retail trade or service businesses.
J. Office with transit facilities.
K. Multi-family above or incorporated into site developments of Park-n-Rides.
L. Newsstands less than 188 square feet.
M. Travel agencies and charter tours.
N. Souvenir stands.
O. Vendors without permanent structures.
P. Heliports.

E-470 & EAST 56TH AVENUE CORRIDORS:

The E-470 and East 56th Avenue corridors within the King Ranch development are planned as areas of higher intensity land uses and activities supporting and responding to: 1) the expected high traffic volumes on the regional circumferential highway, 2) the influence of the proposed Denver International Airport, and 3) the needs of adjacent residential development. The concentration of land uses and activities within the corridors will encourage a reduction in intensity as one moves away from the corridor areas. The mixed-use land uses immediately adjacent to E-470 and East 56th Avenue will also be more compatible (than low density residential uses) with the highway noise that will impact this area. Corridors shall be defined as all those areas within one-half mile of either the E. 56th Ave Expressway or E-470.

E-470 CORRIDOR URBAN CHARACTER:

It is the intent of the King Ranch Development Plan to establish a high standard of urban design quality for development within the E-470 Corridor. For an area with an urban character to function well as a 24-hour living space, significant attention must be placed on the design of street character at the pedestrian scale. The environment at street level must be accommodating and welcoming to the walking public both during and after business hours. A variety of store-front services and attractions must be provided to create interest, support, and continuous activity. Provisions of services required on a daily basis must occur in concert with the development of residential uses. A live-in population within the urban fabric is the critical element that determines the viability of a 24 hour city. Therefore, its existence must be encouraged and reinforced in design. Services, entertainment, restaurants and access to both formal and passive recreation must be positioned within walking distance of proposed urban residential areas.

BUILDING HEIGHT VARIATIONS AND INTENSITY GROUPING:

The concept of a "linear city" along the E-470 mile-wide corridor, and a similar but less residential oriented corridor along the East 56th Avenue Expressway, must allow for variations in the scale of urban intensities within the corridors. Visual interest and the encouragement of activity is gained by providing for this variation and is achieved by fluctuations in building scale, height, and distances between structures.

The intent of providing such variation will be to eliminate areas of uniform building appearance. To encourage this variation, it is proposed that specific land parcels within the corridors be identified, within which building heights (and concurrently, their F.A.R.s) may be allocated so that maximum allowable heights are not exceeded but varied. These locations will be those blocks as identified on the General Development Plan as MU-(Res.) MU-(Core) and MU-(Comm.). Within these blocks, individual densities (both gross and approved F.A.R.'s may be exceeded, to a maximum as quoted in the respective land use division contained herein, provided a Preliminary Development Plan is approved in accordance with the Aurora City Code and the F.A.R. for the entire Preliminary Development Plan does not exceed that which is indicated on the G.D.P., and setback rules and design intent statements are not compromised. Determination of the appropriateness of such height and F.A.R. allocations will be subject to the Final Preliminary Development Plan review by the City, in which the developer recognizes will take into consideration matters of compatibility and scale of adjacent land uses (both within and outside the corridors), distribution of structures, integration of building heights and allocation of open space.

OPEN SPACE, WALKS, PARKS, PUBLIC LANDS:

It is intended that portions of the ridge running approximately due north and south through the site shall be dedicated to public open space in order to maintain the panoramic views of the Front Range. Residential units abutting this space are planned to take full advantage of the excellent views and the effect of increased open space associated with their neighborhoods. Planned as a unified park, this area will be a natural amenity not only for the residents of King Ranch but for the residents and employees in the adjacent area as well. Additionally, pedestrian links connecting the parks, other open space areas, neighborhoods and commercial and office areas, will be provided. Bikeways will parallel certain arterials as a part of a regional system.

Private open space will be an integral part of the mixed-use, industrial and some residential areas. It will be primarily a passive recreation area that will preserve the existing drainages and/or view corridors into and out of the site, as well as provide detention and retention of storm waters. Fencing that separates residential land uses from abutting open space, whether public or homeowner maintained, shall be of an open design.

LANDSCAPING AND STREET FURNITURE:

Community design elements will create the visual amenities that will contribute to making King Ranch a cohesive, well planned community. Community design elements include: landscaping, entry monumentation, pavement textures, fencing, lighting, parks, pedestrian and bicycle circulation, and street furniture.

The arterial streets and the uses and treatment along these roadways create the window of primary access to the community. It is in the best interest of sound planning not to flank all arterial roads with a solid wall of non-residential uses. At the same time, residential areas along busy streets must not be adversely impacted by noise, glare, and traffic flows from highly travelled streets. To accomplish both these ends, it is necessary to provide adequate or effective setback distances, screening and/or landscaped buffers between traffic corridors and residential areas. The treatment along the roadways, therefore, shall be subtle and changing, as not to create a "canyon" effect (of landscape and other street elements repeating over and over again in a monotonous manner that results in a feeling of enclosure and boredom). Overall, it is intended that treatment along the roadways (landscape planting, community design elements, and street furniture) be designed and integrated in a way to demonstrate the quality and community concept of King Ranch.

It is intended that street furniture such as benches and street lighting, traffic control devices, bus shelters, kiosks, drinking fountains, bike racks, trash receptacles, and signage along the arterials, be of a consistent vocabulary of forms. Street furniture will be an integral part of the landscaping area flanking the arterials and shall have a uniform appearance throughout King Ranch.

Development within King Ranch will comply with all City of Aurora Landscape Guidelines in effect at the time when development is proposed. Landscape planting shall be coordinated with the other community design elements to enhance the quality of the development. Design standards governing the landscape treatment along arterial roads shall include the type, size, and materials used in community design elements and street furniture standards. Maintenance provisions shall be developed and presented to the City prior to final platting in the areas adjacent to arterial roads, but not medians within the public R.O.W.

ARCHITECTURAL DESIGN CONTROLS:

Controls over architectural design and specific area site planning will be exercised, ensuring high quality development. Design guidelines will ensure the integration of design, control of architecture, street furniture, signage, landscaping and internal circulation.

Site plans ensuring an appropriate and acceptable mix of structures in an integrated fashion will be required for development of any land use parcel, excluding any Single Family Detached areas consisting of 6,000 Sq. Ft. or more per lot. Placement of individual commercial structures on pads which are not a part of the overall block site must ensure that such uses will fit properly with surrounding parcels, are compatible and/or complementary to surrounding parcels and structures, and do not preclude development of surrounding parcels according to recognized planning standards for urban areas.

VIEW PRESERVATION:

It is the intent to encourage, by the grouping and siting of structures, the preservation of views and view corridors. Significant views originating from the King Ranch property include long range views of the Rocky Mountains to the west. View corridors into and out of drainageways will be maintained and provide pedestrian access. By grouping or clustering structures and by the limiting of structures on ridges or crests of hills, panoramic views can be maintained.

NON RESIDENTIAL DEVELOPMENT DENSITIES:

The proposed upper limits of development in the non-residential areas of King Ranch have been specified by the Gross Floor Area Ratio [F.A.R.] as indicated herein and on the General Development Plan. It is defined as the total horizontal floor area measured in square feet on all floors of a structure, excluding from such measurment and computation all corridors, stairwells, elevators and mechanical shafts and ducts, covered walks, walkways and hallways, roof/patio area, covered atriums, entry lobby areas, driveways, loading, parking areas and parking structures, restrooms, janitorial facilities, utility and mechanical rooms, and service areas (when not the primary use). The following chart lists the proposed maximum Gross Floor Area Ratios for non-residential development within King Ranch:

NON-RESIDENTIAL DEVELOPMENT

Land Use	Total Acreage:	Percent of Total Ac.:	F.A.R.:	Total Square Feet:
Mixed-Use	743.6 Ac.	(27.6 %)	.50 FAR	16,195,660 SF
Commercial	34.6 Ac.	(1.3 %)	.25 FAR	376,794 SF
Office/Commercial	295.4 Ac.	(7.6 %)	.25 FAR	2,236,886 SF
Research & Dev.	83.0 Ac.	(3.1 %)	.25 FAR	903,870 SF
Industrial	78.2 Ac.	(3.0 %)	.50 FAR	1,703,196 SF
Light Ind.	121.9 Ac.	(4.5 %)	.50 FAR	2,654,982 SF
Non-Res.Dev.	Total 1266.7 Ac.	(47.1%)		24,071,256 SF FAR

DIVISION 1 - SINGLE FAMILY DETACHED RESIDENTIAL:

Sec. 1-10 Description

Single Family Detached Residential, herein called SFD, shall consist of estate, SFD units, zero lot line SFD units, and patio/cluster units (closely grouped detached homes). The SFD and SFD estate planning districts will have maximum gross densities not to exceed, respectively, 3.72 and 2.67 dwelling units per acre. These planning districts will have a total of 776.8 acres.

Sec. 1-20 Purpose/Intent

1. Provide flexibility in order to adjust to changes in housing trends and patterns while maintaining compatibility with surrounding low density development.
2. Encourage diversity and the application of creative approaches to the physical development of King Ranch through a variety of housing densities and associated lifestyles.
3. Protect and enhance the inherent natural features of the site, especially the drainage corridors, and to the extent possible, provide recreation, leisure, and community areas for the residents of King Ranch.
4. Promote and encourage a suitable environment for family life where children are members of most families.
5. Improve the environment by requiring adequate landscaping.
6. Discourage the appearance of uniform row housing, all with architecturally similar front elevations.

Sec. 1-30 Uses Permitted

A. Single Family Dwellings (detached), including zero lotline homes.
B. Churches and synagogues.
C. Public and Private schools.
D. Municipal recreation areas.
E. Public libraries.
F. Golf courses and country clubs.
G. Private non-commercial recreational facilities.
H. Clubhouses and/or homeowner association meeting places associated with recreational amenities.
I. Accessory structures and uses necessary and customarily incidental to the above uses.

USES PERMITTED SUBJECT TO PUBLIC HEARING

J. Public uses.
K. Small child care centers.
L. Bridle trails, stables, equestrian facilities.
M. Group Homes.

Sec. 1-40 Minimum Lot Area Per Dwelling Unit

The minimum lot area in the Single Family Detached Districts shall be as follows:

Estate Single Family Detached: (2.67 Gross D.U./Ac. Maximum) — A total of 72.3 acres are planned with a minimum lot size of 11,000 square feet.*

Single Family Detached: (3.72 Gross D.U./Ac. maximum) — A total of 703.7 acres are planned with a minimum lot size of 4,500 square feet.*

*The gross densities shall not exceed the allowable DU/Ac. in each district even if the lots are the minimum size permitted.

Sec. 1-50 Maximum Height of Building

The maximum height of any building in the Single Family Detached District shall not exceed 35'.

Sec. 1-60 Minimum Frontage

The minimum street frontage of a site/lot in any S.F.D. and S.F.D. Estate district shall be 40' and 60', respectively. On cul-de-sace or similarly curved frontages for any S.F.D. and S.F.D. Estate district, the minimum frontage shall be 20' and 35', respectively, with a minimum of 35' at the front building wall. These standards shall apply to all lots, except for those on-street parking space will be provided for each dwelling unit (in addition to meeting the city's off-street parking requirements), except on cul-de-sace or similarly curved frontages.

Sec. 1-70 Setbacks

The minimum setback requirements in any S.F.D. District shall be as follows:

1. Front yard setback: Twenty (20) feet minimum from the property line or back of sidewalk, whichever is closer to the structure. If a unit should have a garage with side entry design, (parallel to the street) the minimum setback shall be 15' from the property line or 18' from the back of sidewalk, whichever is greater.
2. Side yard setback: Five (5) feet minimum, unless a zero lotline applies, in which case one side yard will be 0', and the other a minimum of 10'.
3. Rear-yard setback: Twenty (20) feet minimum, unless driveway enters the garage from an alleyway, in which case the garage setback shall be a minimum of 3'. Adequate space shall be provided for trash can storage adjacent to a garage, so as not to impede vehicular movement in the alley.
4. Corner lots: No building shall have less than the required front yard depth requirement on the street which the lot faces, nor less than 15' from the side lot line bordering the street, except that the setback on a collector, minor and principal Arterial shall be 20'. A 15' side-yard setback shall be permitted on a collector street, where a garage is the closest structure to the collector, or where there are no windows or doors on the side of the house facing the collector street. Blank walls facing a collector shall be appropriately screened with approved landscaping.

Sec. 1-80 Open Space

Where applicable in S.F.D. Districts, open space pedestrian links may be provided at appropriate places from roads within said districts to the schools, parks, other neighborhoods, and commercial/office areas.

DIVISION 2 - SINGLE FAMILY ATTACHED RESIDENTIAL:

Sec. 2-10 Description

Single Family Attached Residential, herein called SFA, shall be a place to live in which open space is concentrated, rather than dispersed, and maintained for the benefit of all who live there. Roads may be private, and facilities and structures may be maintained by an association for the benefit of one and all. The SFA districts will consist of attached units and townhouse-type units, and may consist of SFD conventional-type homes, zero lotline homes, and patio/cluster units (closely grouped detached and/or attached homes). These planning districts will consist of a total of 234.4 acres and shall have a maximum gross density not to exceed 8.51 dwelling units per acre.

Sec. 2-20 Purpose/Intent

1. To provide flexibility in adjusting to changes in housing trends and patterns, while maintaining compatibility with surrounding lower density development.
2. To ensure that high standards of siting, and the optimum use of available land, are applied throughout the project phases.
3. To provide a variety of living styles around featured amenities.
4. To protect and enhance the inherent natural features of the site, especially the drainage corridors, and to the extent possible, provide recreation, leisure, and community areas for the residents of King Ranch.
5. To cluster development, which in contrast to conventional development, will allow for a greater percentage of the land within the project to be allotted to common areas and elsewhere, and will reduce the need for streets and utilities by grouping the residential units together.
6. To encourage the location of these districts so they are in close proximity to collector streets and available public transit facilities.

Sec. 2-30 Uses Permitted

A. Single Family Attached units.
B. Churches and Synagogues.
C. Public and Private schools.
D. Municipal recreation areas.
E. Public libraries.
F. Golf courses and country clubs.
G. Private non-commercial recreational facilities.
H. Clubhouses and/or homeowner association meeting places associated with recreational amenities.
I. Accessory structures and uses necessary and customarily incidental to the above uses.

USES PERMITTED SUBJECT TO PUBLIC HEARING

J. Single Family Dwellings (detached), including zero lotline homes.
K. Small child care center.
L. Bridle trails, stables and equestrian facilities.
M. Group Homes.
N. Public uses.

Sec. 2-40 Minimum Project Area

The minimum site area for any project within a SFA parcel shall be 43,560 square feet.

Sec. 2-50 Maximum Height of Buildings

The maximum height of a building within the SFA District shall not exceed 40'.

Sec. 2-60 Setbacks

1. Front-yard setback: If units are staggered, the front setback for any single family attached unit within the SFA District shall be a minimum of 15' from a collector, and 20' from an arterial. If the units are not staggered, or there is a front entry attached garage, then the front setback shall be a minimum of 20'.
2. Side-yard setback: Minimum of 10' from project boundaries.
3. Rear-yard setback: 10' minimum from property lines.
4. Corner-lot setback: No building shall have less than the required front yard depth requirement on the street on which the lot faces, nor less than 10' from the side lot line bordering on the street. The setback on a collector street, minor or principal arterial, shall be 20'.
5. A minimum building separation of half the height of the taller of two opposing buildings shall prevail, or 15', whichever is greater.

Sec. 2-70 Open Space Requirements

Within each standard SFA District in King Ranch, defined as having a maximum gross density of 8.5 DU/Ac., the private open space required shall be a minimum of 45%. These areas shall be calculated from net site area and may include, but not be limited to; landscaped areas, swimming pools, tennis courts, play areas, walkways and bikeways, but excluding driving and parking areas, clubhouses, and structures housing mechanical equipment.

DIVISION 3 - MULTI-FAMILY RESIDENTIAL:

Sec. 3-10 Description

These units consist of Multi-Family dwelling units (townhomes, and/or stacked flats) that may be either apartments, fee-simple type units, or condominium type units. These planning districts will consist of a total of 24.0 acres and shall have a maximum gross density not to exceed 18.0 dwelling units per acre.

Sec. 3-20 Purpose/Intent

1. Make available a housing type which will appeal to those persons desiring to live in moderate-density accommodations with an adequate amount of open space.
2. Encourage the placement of these districts so they will act as a physical transition between districts of a lower density and areas comprised of intense commercial development.
3. To encourage the location of these districts where there will be (1) public transit; (2) access to expressways, arterials, collectors, and/or E-470, and (3) the availability of shopping and service facilities.
4. To encourage high standards of siting, the optimum use of the land, and design and construction quality throughout the project's phases.

Sec. 3-30 Uses Permitted

The following uses are permitted in the Multi-Family District:

A. Any multi-family use building.
B. Churches and synagogues.
C. Public and Private schools.
D. Municipal recreation areas.
E. Public libraries.
F. Golf courses and country clubs.
G. Private non-commercial recreational facilities.
H. Clubhouses and/or homeowner association meeting places associated with recreational amenities.
I. Philanthropic and eleemosynary institutions.
J. Accessory structures and uses necessary and customarily incidental to the above uses.

DEVELOPMENT GUIDELINES

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NORTH

DATE: 3-13-87
REVISIONS: 4-8-87
5-8-87
SCALE: 1"=1320'
SHEET 3 OF 5

USES PERMITTED SUBJECT TO PUBLIC HEARING

K. Small child care centers.
L. Large child care centers.
M. Bridle trails, stables and equestrian facilities.
N. Group homes.
O. Nursing or rest home.
P. Rehabilitation center.
Q. Fraternal and service organizations, clubs, lodges.
R. Parking of recreational vehicles.
S. Single Family Attached and Single Family Detached units.

Sec. 3-40 Minimum Project Area

The minimum site area required for a project within a Multi-Family parcel shall be 43,560 square feet.

Sec. 3-50 Maximum Height of Any Building

The height of any building in any Multi-Family District shall not exceed 45'.

Sec. 3-60 Setbacks

1. Front-yard setback: Minimum of 20' from the property line, or if the property fronts on a minor or principal arterial, a building height to setback ratio of 1:1, whichever is greater. Off-street parking shall be permitted within the 1:1 setback.
2. Side-yard setback: 10' minimum from property lines.
3. Rear-yard setback: 10' minimum from property lines.
4. Corner-yard setback: No building shall have less than the required front yard depth requirement on the street on which the unit faces nor less than 15' from the side lot line bordering on the street, except the setback on a collector street, or minor or principle arterial, which shall be 20'.
5. A minimum building separation of half the height of the taller of two structures, or 10', which ever is greater, shall prevail.
6. For any non-residential use, but residential support uses such as clubhouses or H.O.A. meeting places, no main building shall be less than 20' plus 6" of setback for each foot of height over 35' to a maximum required setback of 25' from the property line of any residential district.

Sec. 3-70 Open Space Requirements

Within each standard Multi-Family District in King Ranch, defined as having a maximum density of 18.0 DU/Ac., the private open space required shall be a minimum of 45%. These areas shall be calculated from net site area and shall be set aside as open space which may include landscaped areas, swimming pools, tennis courts, play areas, walkways and bikeways, but excluding driving and parking areas, clubhouses, and structures housing mechanical equipment.

DIVISION 4 - MIXED USE:

The following are development standards for the 743.6 acre Mixed Use planning areas associated with the E-470 and East 56th Avenue Expressway corridors.

Sec. 4-10 Description

Mixed Use-Residential:
Planning areas consisting of 244.9 Ac. (herein designated as MU-Res. on the G.D.P.) are comprised of lands primarily adjacent to E-470 and within the Urban Corridor (that area one half mile on either side of the proposed highway), but also within the East 56th Avenue Expressway Corridor. This land use is intended to provide a variety of commercial and office uses, but primarily high intensity residential opportunities, creating a compatible, conveniently located, mix living and working environment. The maximum density of any individual site plan shall not exceed 80 DU/Ac. and the maximum density of MU (Res.) planning areas (as designated on the G.D.P.) shall not exceed 10.66 D.U.'s/Ac. In order that the density of an individual site plan may exceed the underlying density of the MU-(Res.) parcel of which it is a part, a Preliminary Development Plan must be filed. The floor area designated for residential uses shall not be counted against the Maximum Gross Floor Area Ratio (F.A.R.) for non-residential uses.

Mixed Use-Commercial:
Planning areas of 119.6 acres (herein designated as MU-Comm. on the G.D.P.) are comprised of lands within the E-470 and East 56th Avenue Corridors. This land use is intended to provide a variety of retail and office opportunities, but predominately retail. Non-retail uses will be integrated in a horizontal or vertical mix and shall comprise not more than 50% of the total square footage allowed per site plan. Residential uses shall not be excluded, but the maximum density of any individual site plan shall not exceed 80 DU/Ac. and the maximum density of any MU-(Comm.) planning area (as designated on the G.D.P.) shall not exceed 4.34 DU/Ac. In order that the density of an individual site plan may exceed the underlying density of the MU-(Comm.) parcel of which it is a part, a Preliminary Development Plan must be filed. The floor area designated for residential uses shall not be counted against the Maximum Gross Floor Area Ratio (F.A.R.) for non-residential uses. No residential uses shall be permitted in the 26.9 acres of MU-(Comm.) areas inside the 68 LDN Noise Contour of the proposed Denver International Airport.

Mixed Use-Core:
Other planning areas of 379.1 acres (herein designated as MU-Core on the G.D.P.) are intended to provide the maximum intensity office use within the entire MU area. Retail uses will be integrated in a vertical mix and shall not comprise more than 30% of the total square footage proposed per site plan. Residential use shall not be excluded, but the maximum density of any individual site plan shall not exceed 80 DU/Ac., and the maximum density of any MU-(Core) planning area (as designated on the G.D.P.) shall not exceed 4.27 DU/Ac. In order that the density of an individual site plan may exceed the underlying density of the MU-Core parcel of which it is a part, a Preliminary Development Plan must be filed. The floor area designated for residential uses shall not be counted against the Maximum Gross Floor Area Ratio (F.A.R.) for non-residential uses. No residential uses shall be permitted in the 144.8 acres of MU-(Core) areas inside the 68 LDN noise contour of the proposed Denver International Aiport.

Sec. 4-20 Purpose/Intent

1. Provide an environment serving the needs of the community seeking a living and working environment.
2. These Districts shall allow for more concentrated development in the E-470 and East 56th Avenue Expressway corridors of King Ranch. This shall reduce vehicle miles traveled to employment and shopping centers, in turn reducing air pollutants, traffic congestion and enhancing traffic safety, all to the benefit of the residents of King Ranch and the City of Aurora.
3. Encourage, through design guidelines that are coordinated throughout the corridor, the integrated design and control of architecture, street furniture, signage and landscaping.
4. Encourage through a variety of specialty uses, an environment considering the pedestrian. Provide for the user open space areas, plazas, fountains, outdoor cafes, landscaping and entrances to use areas at street level.
5. Provide community vitality.
6. Encourage the placement of these districts so that they will act as a physical transition between districts of lower residential density and areas comprised of intense commercial development and office uses.
7. Retail, trade or service business uses will be grouped in coordinated shopping centers or incorporated in a vertical mix of uses. Free-standing uses of this nature are specifically discouraged unless proper overall block design consistent with city design guidelines can be ensured.

Sec. 4-30 Uses Permitted

The following uses are permitted in the MU Districts, subject to previously stated stipulations:

A. Any multi-family use building.
B. Philanthropic and eleemosynary institutions.
C. Any retail trade or service business, except car rental.
D. Professional, business and administrative offices.
E. Motels, hotels and boarding houses.
F. Cultural facilities, such as a museum, theater, art gallery, church or synagogue.
G. Pedestrian plazas and pedestrian ways, including such amenities as outdoor art exhibit facilities, statuary, fountains.
H. Outdoor specialty uses, including sidewalk cafes and market places that provide unique congregating places for sales and shopper interest.
I. Recreational facilities, both indoors and outdoors, such as ice skating and roller skating rinks (which may be designated as integral parts of a center) and equestrian facilities.
J. Restaurants and other eating establishments with drive-in facilities.
K. Hospitals and medical clinics.
L. Transportation terminals, parking lots and parking buildings, and the parking of recreational facilities in designated areas.
M. Animal hospitals and clinics.
N. Automobile service stations, subject to prescribed performance and development standards of Section 41-639 of the Aurora Code.
O. Nursing and rest homes.
P. Small and large child care centers.
Q. Governmental and public facilities.
R. Finance offices, including banks and savings and loans.
S. Clubs and lodges and fraternal and service organizations.
T. Accessory structures and uses necessary and customarily incidental to the above uses.

USES PERMITTED SUBJECT TO PUBLIC HEARING

U. Office showroom.
V. Motor vehicle repair garage.
W. Automobile washing and/or polishing facility.
X. Indoor shooting range.
Y. SFD or SFA buildings.

Sec. 4-40 Minimum Project Area

The minimum project site area shall be no less than 43,560 S.F. in any MU District.

Sec. 4-50 Maximum Height of Building

The maximum height of any building in the MU Districts shall vary from 90 to 150', and shall be as designated on the G.D.P.

Sec. 4-60 Setbacks

1. Front setback: Minimum of 30 feet. Adjoining any residential uses outside the corridors the minimum front setback shall be 30 feet plus 6" of setback for every foot of height over 50 feet to a maximum required setback of 90 feet.
2. Rear setback: Adjoining commercial or office uses there shall be a minimum setback of 10'. Adjoining any residential uses within the corridors, the minimum shall be 25 feet. Adjoining residential uses outside the E-470 and East 56th Avenue Corridors, the minimum shall be 25 feet plus an additional 6" of setback for every foot of height over 50 feet to a maximum required setback of 90 feet.
3. Side yard setback: Adjoining commercial or office uses there shall be a minimum setback of 10'. Adjoining any residential uses within the E-470 and East 56th Avenue Expressway Corridors, the minimum shall be 25 feet. Adjoining residential uses outside the corridors, the side setback shall be 25 feet plus 6" of setback for every foot of height over 50 feet to a maximum required setback of 90 feet.
4. Building Setback: From all property lines, buildings shall be setback a minimum of 10 feet. From local, collector and arterial streets, the minimum setback shall be 10 feet, except as noted above.

Sec. 4-70 Building Coverage

The Gross Floor Area Ratio (F.A.R.) shall not exceed .50:1 for the MU Districts, except that the F.A.R. for a specific site plan may exceed .50:1 F.A.R. to a maximum of 2.00:1 F.A.R., provided that a Preliminary Development Plan is submitted in accordance with the City Code, and that the F.A.R. for the entire Preliminary Development Plan does not exceed .50:1.

Sec. 4-80 Open Space

The MU districts within the E-470 and East 56th Avenue Expressway Corridors shall have a minimum of 20% open space. These open space standards shall apply to privately owned property contained within each site plan and will be indicated at the time of Final Site Plan. When a vertical mix of uses occurs, with residential and office/commercial uses in the same site plan, or when a site plan contains only non-residential uses, the minimum open space to be provided is 30%. Site plans including free standing residential uses and densities of 48 DU/Ac. or less, shall have a minimum of 35% open space. Site plans including free-standing residential uses and densities greater than 48 DU/Ac., shall have a minimum of 25% open space.

DIVISION 5 - RESEARCH AND DEVELOPMENT (R&D):

Sec. 5-10 Description

The Research and Development Park, containing 83.8 Ac. and planned in proximity to the East 56th Avenue Expressway corridor, is proposed to be a campus type technological park to serve as an easily accessible employment center for the region.

Sec. 5-20 Uses Permitted

The following uses shall be permitted within any planning area designated as Research and Development. All uses shall be subject to sections 41-492, 41-498, 41-494 & 41-498 to 508 of the Aurora Code, because any of these uses could be combined in a single structure.

A. Any retail trade or service business that is part of a vertical mix only, and that does not comprise more than 30% of the total square footage of the structure.
B. Professional, business and administrative offices.
C. Motels and hotels.
D. Cultural facilities.
E. Pedestrian plazas and pedestrian ways, including such amenities as outdoor art exhibit facilities, statuary, fountains and landscaping features.
F. Outdoor specialty uses, including sidewalk cafes and market places.
G. Government and public facilities.
H. Finance offices, including banks and savings and loans.
I. Transportation terminals, parking lots and parking buildings.
J. Laboratory
K. Any restricted light industrial use as defined in Article II, Section 41-16 of the Aurora Code, Zoning.
L. Assembling plants such as but not limited to: electronics, medical and communications.
M. Scientific research facilities with no outdoor storage.
N. Accessory structures and uses necessary and customarily incidental to the above uses.

USES PERMITTED SUBJECT TO PUBLIC HEARING

O. Small and large child care centers.
P. Animal hospitals and clinics.
Q. Recreational facilities, both indoors and outdoors.
R. Restaurants and other eating establishments with drive-in facilities.
S. Automobile service stations, subject to prescribed performance and development standards of Section 41-639 of the Aurora Code.
T. Retail, recreational uses, service stations, ambulance service, restaurants, and personal services, operating between the hours of 12 a.m. and 6 a.m., and that abut residential uses.

Sec. 5-30 Maximum Height of Building

The maximum height of any structure in the Research and Development Districts shall be 58 feet.

Sec. 5-40 Building Coverage

The Gross Floor Area Ratio (F.A.R.) shall not exceed .25:1.

Sec. 5-50 Open Space

The minimum Open Space to be provided within the Research and Development Park is 15%. These open space standards shall apply to privately owned property contained within each planning area and will be indicated at the time of Final Site Plan.

DIVISION 6 - COMMERCIAL:

Sec. 6-10 Description

Commercial areas of 34.6 acres are planned at King Ranch along East 26th, 32nd and 38th Avenues. These areas are anticipated to serve the daily needs of the local neighborhoods, offering a variety of goods and services. These areas shall be configured to provide easy access to the neighborhoods they serve. Within each commercial district there shall be architectural compatibility between free-standing pods, the main center and typical details (i.e.; directional signage, trash enclosures, and rooftop mechanical screens) in the form of similar building materials, color, massing, scale, and design details. There shall also be a common landscape concept and a master circulation plan. Uncoordinated, free-standing retail uses shall be discouraged unless proper overall block design, consistent with city design guidelines, can be ensured.

Sec. 6-20 Uses Permitted

The following uses are permitted in the Commercial Districts:

A. Any retail trade or service businesses.
B. Professional, business, and administrative offices.
C. Cultural facilities, such as a museum, theater, art gallery.
D. Outdoor specialty uses, including sidewalk cafes and market places that provide unique congregating places for sales and shopper interests.
E. Indoor recreational facilities, such as ice skating and roller skating rinks which may be designated as integral parts of a center.
F. Restaurants.
G. Medical and dental clinics.
H. Public transportation terminals, parking lots and parking buildings.
I. Animal hospitals and clinics.
J. Small and large child-care centers.
K. Governmental and public facilities.
L. Finance offices, including banks and savings and loans.
M. Drive-up facilities, providing they are used as an accessory use to the permitted uses in this section.
N. Personal services.
O. Clubs and lodges and fraternal and service organizations.
P. Automobile service stations, (including filling stations) subject to 41-639 of the Aurora Municipal Code.
Q. Accessory structures and uses necessary and customarily incidental to the above uses.

USES PERMITTED SUBJECT TO PUBLIC HEARING

R. Outdoor recreational facilities.
S. Indoor shooting range.
T. Retail, recreational uses, service stations, personal services, ambulance service, and restaurants abutting residential uses, with hours of operation between 12:00 a.m. and 6:00 a.m.
U. Motor Vehicle repair garage.
V. Automobile washing and/or polishing facility
W. Motels, motels and boarding houses.
X. Nursing and rest homes.
Y. Church/Synogoe or other place of worship.

Sec. 6-30 Maximum Height of Buildings

The maximum building height of any structure in the neighborhood or community commercial district shall be 50'.

Sec. 6-40 Setbacks

1. Front setback: Minimum of 30' from the property line unless the property line fronts on a major arterial at which time the setback shall be 1:1 (or 30', whichever is greater). Off-street parking shall be permitted in the setback.
2. Rear and side setbacks: Adjoining commercial or office uses, there shall be a minimum setback of 10'. Adjoining residential units, the minimum shall be 25' plus 6" of setback for each foot of height over 35' to a maximum required setback of 30', as measured from the property line.
3. Building setback: From all property lines, buildings shall be setback a minimum of 10', unless otherwise indicated herein.

Sec. 6-50 Off-street Loading

Without appropriate screening, truck docking facilities of any type facing a major or minor arterial, or a residential district, are prohibited.

Sec. 6-60 Building Coverage

The F.A.R. shall not exceed .25:1 for the commercial areas.

Sec. 6-70 Open Space

The minimum Open Space to be provided within a Commercial District is 15%. These open space standards shall apply to privately owned property contained within each site and will be indicated at the time of Final Site Plan.

DIVISION 7 - OFFICE COMMERCIAL DISTRICT:

Sec. 7-10 Description

Several Office/Commercial Districts are located adjacent to the East 56th Avenue Expressway and E-470 Corridors. One will be found at the corner of East 26th Avenue and Monaghan Expressway. These areas consist of a total of 205.4 acres and are planned to serve as easily accessible employment centers, which will include professional offices and limited retail, service, and recreational commercial uses. All structures must be architecturally compatible with the design for the main structure, relating in building massing, scale, building materials, colors, and design details on architectural style. Parking, loading dock facilities, refuse containers and accessory structures shall be screened in accordance with City of Aurora standards applicable at the time of development.

Sec. 7-20 Uses Permitted

The following uses shall be permitted within any planning area designated as Office/Commercial:

A. Professional business administrative, and executive and editorial offices.
B. Finance offices, including banks, savings and loans, and finance companies.
C. Real Estate and business offices.
D. Medical and dental clinics, with associated offices and laboratories.
E. Animal hospitals and clinics.
F. Any retail trade or service business, so long as said retail trade does not comprise more than 30% of the Office/Commercial or service business planning area in question, as measured in percent of F.A.R. per site plan. Retail, trade or service business uses will be grouped in coordinated shopping centers or incorporated in verticle mixes of uses. Free standing uses are specifically discouraged unless proper overall block design consistent with city design guidelines can be ensured.
G. Motel/hotel/boarding houses.
H. Private schools conducted for gain.
I. Small and large scale child-care centers.
J. Restaurants.
K. Cultural facilities, such as a museum, theater, art gallery.
L. Church/Synagogue or other place of worship.
M. Outdoor specialty uses, including sidewalk cafes, market places, and businesses which provide unique congregating places for sales and shopper interest.
N. Indoor recreational facilities, such as ice skating and roller skating rinks, which may be designed as integral parts of a center.
O. Public transportation terminals , parking lots, and parking buildings.
P. Governmental and public facilities.
Q. Drive-up facilities, so long as they are used as accessory use to the permitted uses in this section.
R. Clubs and lodges, and fraternal and service organizations.
S. Institutions for higher education.
T. Automotive service station, subject to section 41-639 of the Aurora Municipal Code.
U. Accessory structures and uses necessary and customarily incidental to the above uses.

USES PERMITTED SUBJECT TO PUBLIC HEARING

V. Indoor shooting range.
W. Motor vehicle repair garage.
X. Indoor recreational facilities.
Y. Retail, recreational uses, service stations, ambulance service, restaurants, and personal services, abutting residential uses, and with hours between 12 a.m. and 6 a.m.
Z. Office showrooms.
AA. Any retail or service business that would cause an individual Office/Commercial planning area to be comprised of more than 30% of said trade.

Sec. 7-30 Maximum Height of Buildings

The maximum height of any structure in the Office/Commercial District shall be 58'.

Sec. 7-40 Setbacks.

1. Front setback: Minimum of 30' from the property line unless the property line fronts on a major or minor arterial at which time the setback shall be 1:1, (or 30', whichever is greater). Off-street parking shall be permitted in the setback.
2. Rear and side setbacks: Adjoining commercial or office uses, there shall be a minimum setback of 10'. Adjoining residential units, the minimum shall be 25' plus 6" of setback for each foot of height over 35' to a maximum required setback of 30' as measured from the residential property line.
3. Building setback: From all property lines, buildings shall be setback a minimum of 10', unless otrwise indicated herein.

Sec. 7-50 Off-street Loading:

Without appropriate screening, truck docking facilities of any type facing any major or minor arterial and where facing a residential district, shall be prohibited.

Sec. 7-60 Building Coverage:

The Gross Floor Area Ratio (F.A.R.) shall not exceed .25:1, except that the F.A.R. for a specific site plan may exceed the .25:1 F.A.R. to a maximum of 1.00:1 F.A.R. provided that a Preliminary Development Plan is submitted in accordance with the city code, and that the F.A.R. for the Preliminary Devlopment Plan does not exceed .25:1.

Sec. 7-70 Open Space:

The minimum Open Space to be provided within the Office/Commercial District is 15%. These open space standards shall apply to privately owned property contained within each site and will be indicated at the time of Final Site Plan.

DIVISION 8 - LIGHT INDUSTRIAL

Sec. 8-10 Description

The Light Industrial district is composed of 121.9 acres which are suitable for development by industrial users with minimal impact to adjacent non-industrial uses and which will be located in proximity to residential areas. These zones will require setbacks and landscaping to ensure compatibility with the abutting residential areas. The regulations of this district are intended to provide structural standards, standards of intensity of use and standards of external effects compatible with surrounding or existing residential districts. To these ends, development is limited to low intensity, external effects are limited, and permitted uses are limited to those manufacturing, wholesaling, and research and development activities which can be operated in a clean and quiet manner, plus certain public facilities which are needed to serve the occupants of the district and residents of adjoining residential districts. All Light Industrial districts shall be developed in accordance with sections 41-479 to 498, 41-494 and 495, and 41-498 of the Aurora Municipal Code.

Sec. 8-20 Uses Permitted

A. The manufacturing, processing and/or fabrication of any commodity except as listed in Section 41-492(1) of the Aurora Municipal Code.

B. The sale at retail of the following except that not more than twenty (20) per cent of the floor area may be devoted to retail operations:
   - Hardware.
   - Any commodity manufactured, processed, fabricated, or warehoused only on the premises;
   - Equipment, supplies and materials (except commercial explosives) for agriculture, building and other construction.

C. Offices and professional buildings, including banks.
D. Public facilities.
E. Research and development facilities including, but not limited to: research laboratories, development facilities, and compatible light manufacturing.

DEVELOPMENT GUIDELINES

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NORTH

DATE: 3-13-87
REVISIONS: 4-8-87
5-5-87

SCALE: 1"=100'
SHEET 4 OF 8

F. The sale at wholesale, the warehousing, and/or storage (except outside) of any commodity, except:
   - Live animals;
   - Commercial explosives;
   - Above ground bulk storage of flammable liquids or gases, unless and only to the extent that such storage of liquids or gases is directly connected to energy or heating devices on the premises.

G. Parking or storage of motor vehicles; need not be enclosed but any unenclosed portion must meet all specifications for maintenance of off-street parking spaces. Towing services, trash removal operations, abandoned or inoperable vehicle storage and similar uses are not permitted.
H. Railroad track, including main track, lead track and spur track
I. The repair, rental (except for automobiles) and servicing of any commodity. All of these operations must be fully screened from view from adjacent properties by an approved treatment which may include landscaping, decorative walls, and/or fencing.
J. Reprographic facilities.
K. Multiple permitted uses within one building.
L. Accessory structures and uses necessary and customarily incidental to the above uses.

USES PERMITTED SUBJECT TO PUBLIC HEARING

M. Restaurants.
N. Convenience retail.
O. Small animal hospital and clinic and pet stores.
P. Dog kennel.
Q. Clubs, lodges, fraternal and service organizations.
R. Ambulance service.
S. Feed stores, lumber yards, wood yards and similar yards.
T. Terminal for public transit vehicles.
U. Mini storage garages.
V. Motor freight terminal and contractor yard for vehicles, equipment materials and/or supplies.
W. The outdoor storage of any commodity. All outdoor storage must be fully screened from view from adjacent properties by an approved treatment which may include landscaping, decorative walls, and/or fencing.
X. Indoor or outdoor recreational facilities.
Y. Any use specifically excluded in Uses Permitted.

Sec. 8-36 Maximum Height of Buildings

The maximum height of any structure in the Light Industrial district shall be 65'.

Sec. 8-40 Setbacks

All setbacks shall be as listed in Section 41-499 of the Aurora Municipal Code.

Sec. 8-58 Building Coverage:

The Gross Floor Area Ratio (F.A.R.) shall not exceed .50:1, except that the F.A.R. for a specific site plan may exceed the .50:1 F.A.R. to a maximum of 1.00:1 F.A.R. provided that a Preliminary Development Plan is submitted in accordance with the City Code, and that the F.A.R. for the Preliminary Development Plan does not exceed .50:1.

Sec. 8-60 Open Space

The minimum Open Space to be provided within the Lt. Ind. District shall be as indicated in Sec. 41-500 of the Aurora Municipal Code.

DIVISION 9-INDUSTRIAL

Sec. 9-10 Description and Purpose/Intent

The Ind. District is composed of 78.2 Ac. suitable for the least restrictive types of industrial uses. Regulations are the minimum required for mutual protection of the industrial users and the public health, safety, and general welfare. All industrial districts shall be in accordance with sections 41-479 to 498, 41-494 and 495, 41-498, 41-523, and 41-528-535.

Sec. 9-20 Uses Permitted

A. The manufacturing, processing and fabrication of any commodity, except the following:
   - Acid manufacture
   - Animal slaughtering
   - Explosives, manufacture
   - Fat rendering or distillation of bones
   - Fertilizers, manufacture
   - Garbage, offal or dead animal reduction or rendering, or dumping thereof
   - Glue, manufacture
   - Gypsum, cement, lime or plaster of Paris, manufacture
   - Ores, milling or melting
   - Petroleum refining
   - Stockyards and feeding yards

B. The sale at wholesale, the warehousing and/or the storage of any commodity, except live animals and commercial explosives.
C. The sale at retail of any commodity manufactured, processed, fabricated or warehoused only on the premises; equipment, supplies and materials (except commercial explosives) for agriculture, mining industry, business, transportation, building and other construction.
D. The repair, rental (except of automobiles), and servicing of any commodity.
E. Laboratory
F. Office
G. Bank
H. Small animal hospital and clinic (except that no external boarding of animals is permitted)
I. Terminal for public transit vehicles, with special conditions
J. Reprographic facilities.
K. Railroad track, including main track, lead track and spur track
L. Parking or storage of motor vehicles, including towing services, with special conditions
M. Motor freight terminals and contractor yards for vehicles, equipment, materials and/or supplies, with special conditions.
N. Ambulance service.
O. Convenience store.
P. Mini-storage garages.
Q. Multiple permitted uses within one building.
R. All uses indicated as having special conditions shall comply with Sec. 41-521 (39) of the Aurora Municipal Code.
S. Accessory stuctures and uses necessary and customarily incidental to the above uses.

USES SUBJECT TO A PUBLIC HEARING

T. Restaurants.
U. Sewage Disposal Plant.
V. Dog Kennel
W. Clubs, lodges, fraternal and service organizations.

Sec. 9-30 Maximum Height of Buildings

The maximum height of any structure in the Industrial District shall be 65'.

Sec. 9-40 Setbacks

All setbacks shall be as listed in Sec. 41-499 of the Aurora Municipal Code.

Sec. 9-58 Building Coverage:

The Gross Floor Area Ratio (F.A.R.) shall not exceed .50:1, except that the F.A.R. for a specific site plan may exceed the .50:1 F.A.R. to a maximum of 1.00:1 F.A.R. provided that a Preliminary Development Plan is submitted in accordance with the City Code, and that the F.A.R. for the entire Preliminary Development Plan does not exceed .50:1.

Sec. 9-60 Open Space

The minimum Open Space to be provided within the Industrial district shall be as indicated in Sec. 41-500 of the Aurora Municipal Code.

DIVISION 10 - REGULATIONS

Sec. 10-10

The Development Guidelines contained herein and in the General Development Plan shall govern the development of the property, and, except as expressly provided herein, the City's Site Planning Procedures, City Code, Charter, Ordinance or Regulations shall apply to the development of this project. In the event of any conflicts for the items these Development Guidelines cover, City Code, Ordinances, and Regulations shall govern.

DIVISION 11 - NOTES

1. At the time of site plan review, the developer has the right to build at a lower density in any planning area provided the City has determined that the use is compatible with the surrounding land uses at the time of site plan review. This reduction shall be considered a minor change, enabling the developer to gain approval of the site plan without amending the General Development Plan.
2. Prior to or concurrently with the approval of the first site plan or subdivision in each land use bubble, a Preliminary Development Plan for the purpose of masterplanning will be submitted to, reviewed, and approved by the City.
3. Residential Development Standards shall apply to the use described, regardless of the zone district in which they are found (i.e., if a Single Family Detached use is proposed in the Single Family Attached District, the Development Standards for the Single Family Detached District shall apply.)
4. The setbacks listed herein may be increased by the City only if at the time of Site Plan review it is reasonably determined by the City that the setbacks herein contribute a danger to public health and safety, building and fire code compliance, or are inconsistent with the design intent concepts contained herein.
5. Maximum intensity of use may be attained only after said plans have satisfied all other zoning requirements such as open space, parking, setback, building height, and minimum lot size specifications.
6. All efforts will be made to provide smooth flowing collector and internal roadway systems that respond to future parcel and off site demands. Final alignment, access, and design will be determined at the time of development and shall be in substential conformance with the Aurora Comprehensive Plan and Transportation Plan.
7. All building heights described shall not exceed Federal Aviation Administration Part 77. Land uses and development plans shall be subject to referrals from the FAA at the time of development.
8. In the event that the physical location or configuration of the new international airport changes so as to materially affect the land uses and development statements contained herein, the City and Owner/Developer of the affected land area agree to amend the General Development Plan in response to the change in airport location.
9. Prior to development of the property known as the King Ranch, the owner/developer and the City agrees to assist the city in assessing issues of public safety and detailing reasonable mitigation techniques to be followed in developing the property due to the property's location adjacent to an existing gas plant. If specific uses allowed by these development standards are found by said assessment to be unacceptable, said uses will be deleted from these development standards.
10. This is a Planned Development submittal. Standards zone districts and development standards as found in the Aurora Building and Zoning Code will apply when alternative standards are not included herein.
11. Once the City's Drainage Basin Master Plan has been completed for the basin covering this area, that Plan shall apply to this project. In the event of any conflicts in the General Development Plan with the Drainage Basin Plan concerning, but not limited to, size and location of regional detention ponds and/or floodplain width, the Drainage Basin Master Plan shall govern.
12. Individual site plans shall not exceed the maximum intensity identified in each land use bubble (F.A.R.'s and/or D.U.'s/Ac) unless modified by a Preliminary Development Plan.

DEVELOPMENT GUIDELINES

KING RANCH

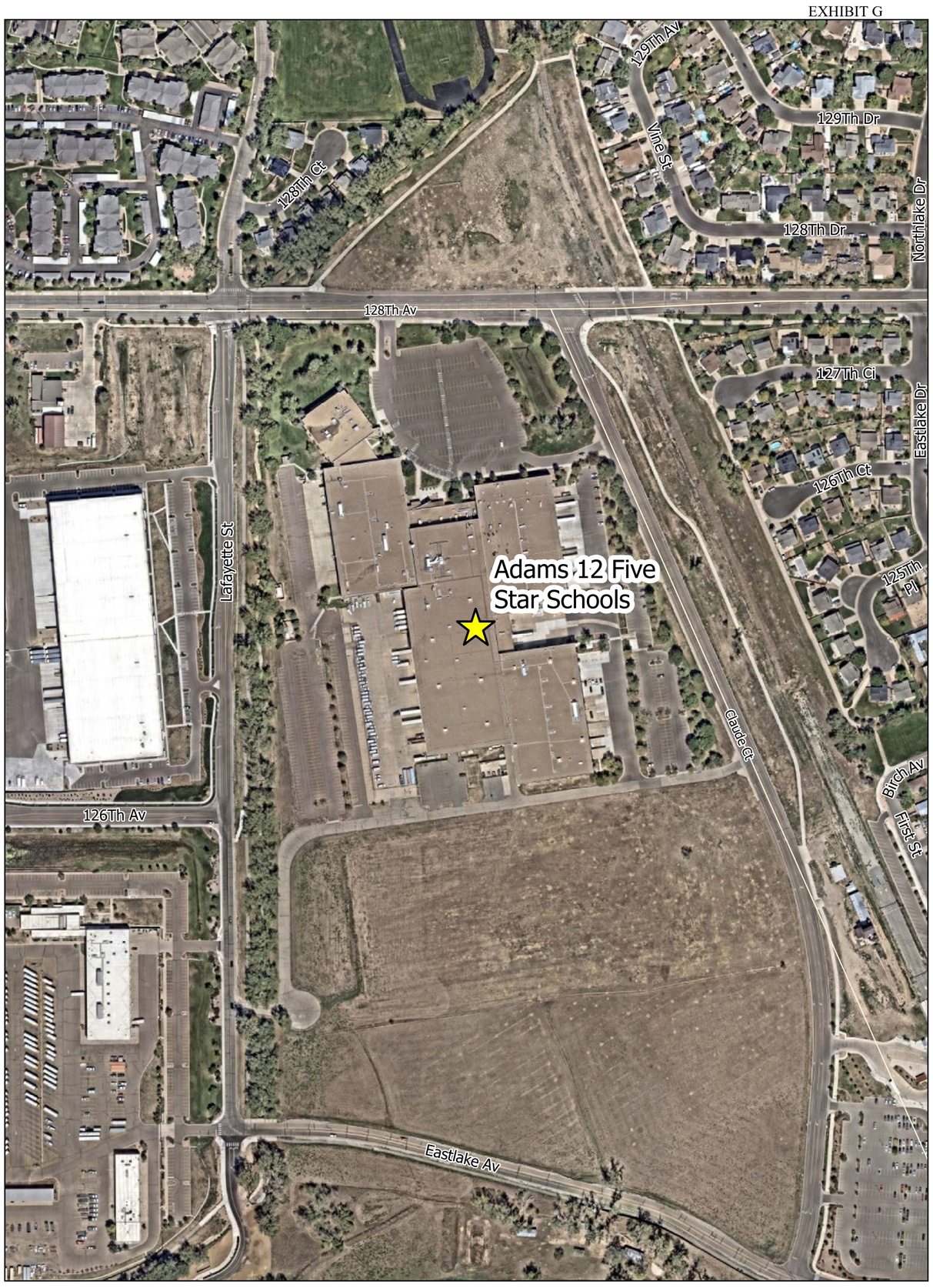
THE BILL L. WALTERS COMPANIES
7951 E. MAPLEWOOD SUITE 300
ENGLEWOOD, COLO. 80111 (303) 694-1966

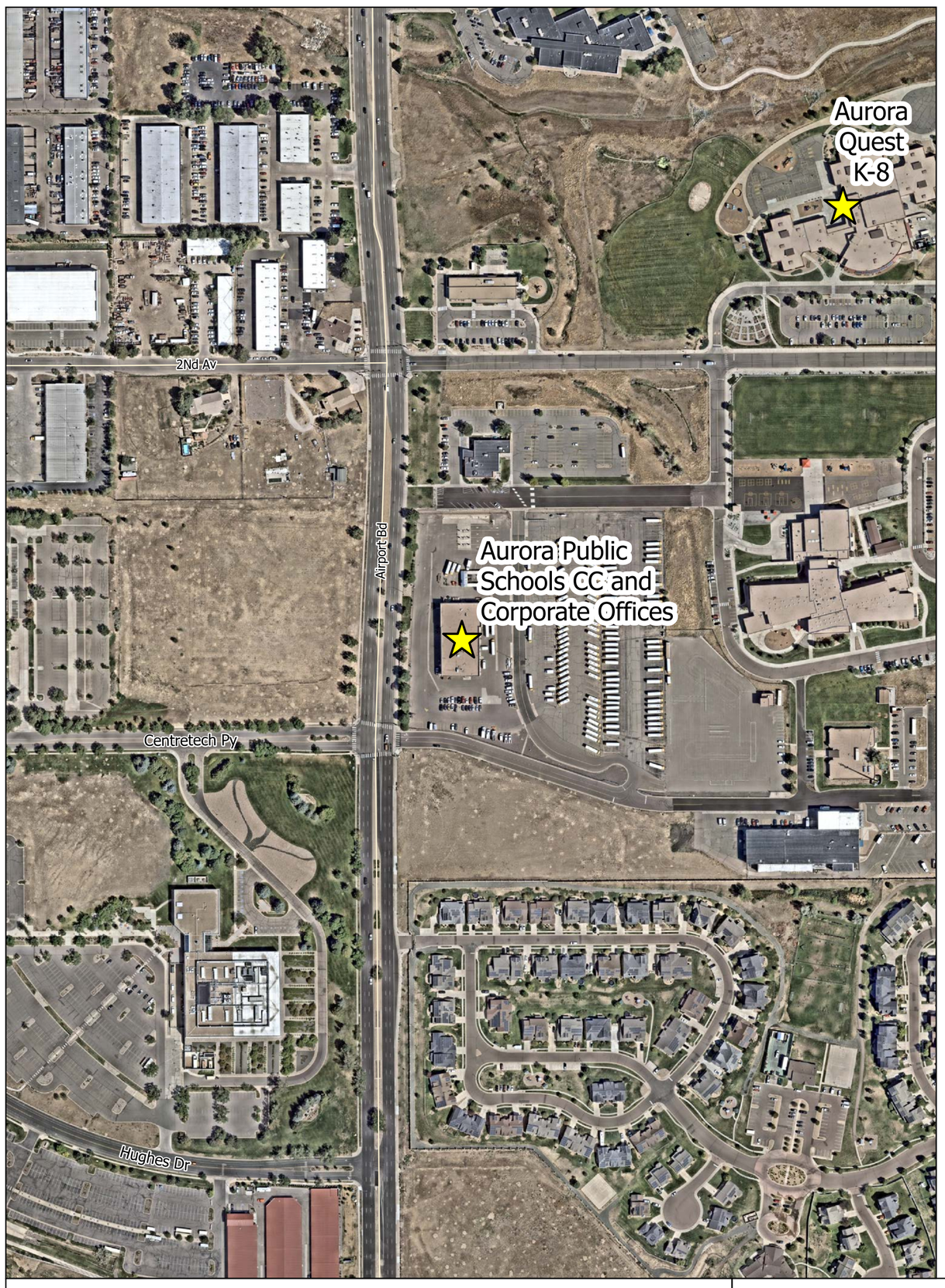
NORTH

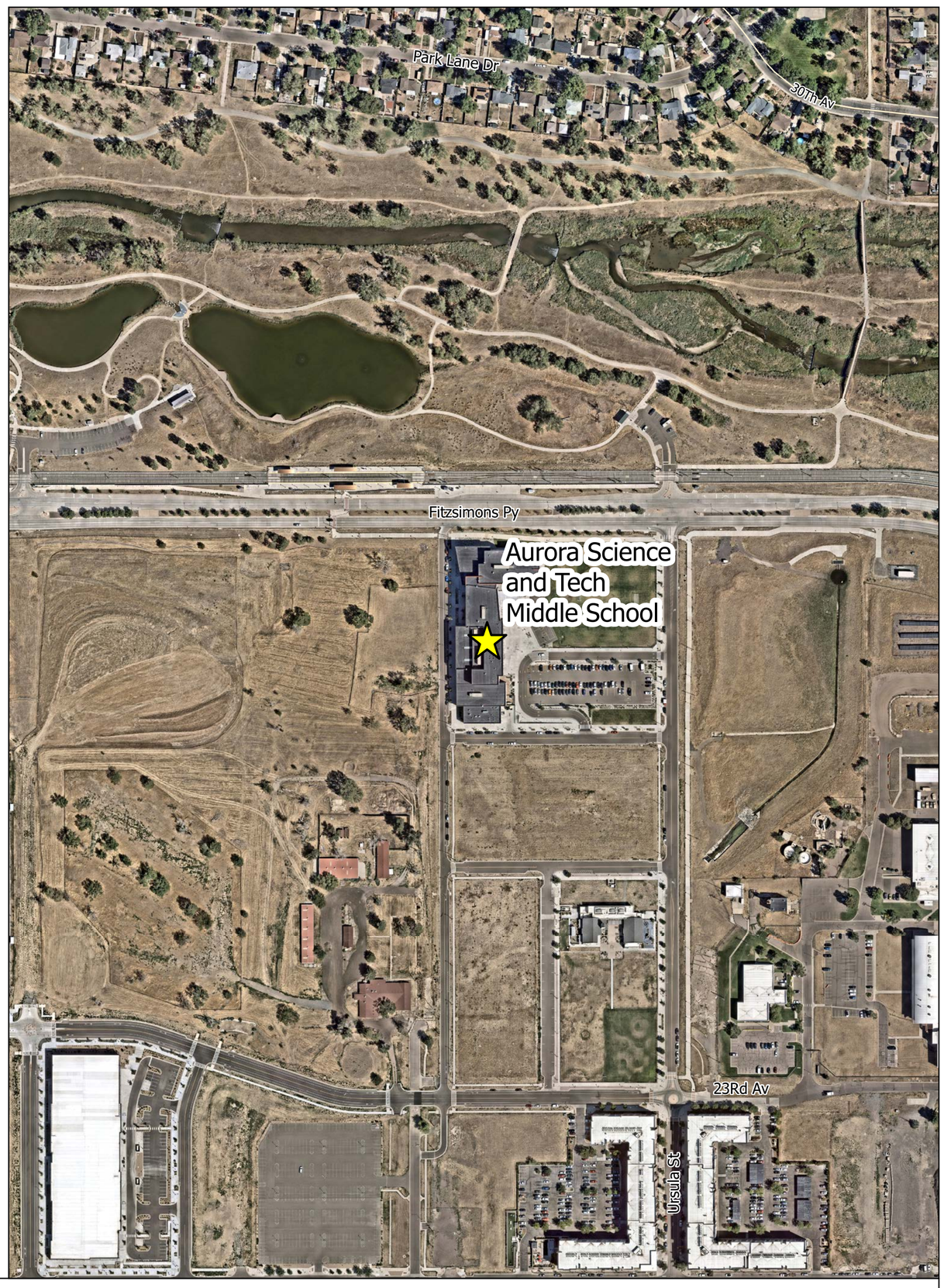
PLANNING CONSULTANT:
DAVID A. CLINGER AND ASSOCIATES
23568 PONDVIEW PL.
GENESEE VILLAGE, COLO. 80401
(303) 526-9126

DATE: 3-13-87
REVISIONS: 4-6-87
5-13-87
SCALE: 1"=200'
SHEET 5 OF 5









Legend

★ Center of Education

Aerial imagery taken in August 2024.

Centers of Education

0 500 1,000 2,000 Feet

City of Aurora
Planning Commission Case Report

Project Title: Aurora Places Comprehensive Plan Amendment to Change Designation for Approximately 340 Acres from Industry Hub to Emerging Neighborhood
December 11, 2024
Development Application Number: DA-2149-03
Case Number: 2024-1002-00
Case Manager: Stacy Wasinger
Applicant: Planning and Business Services Department
General Location: East of Powhaton Road between E 49th Avenue and E 26th Avenue
Ward: II

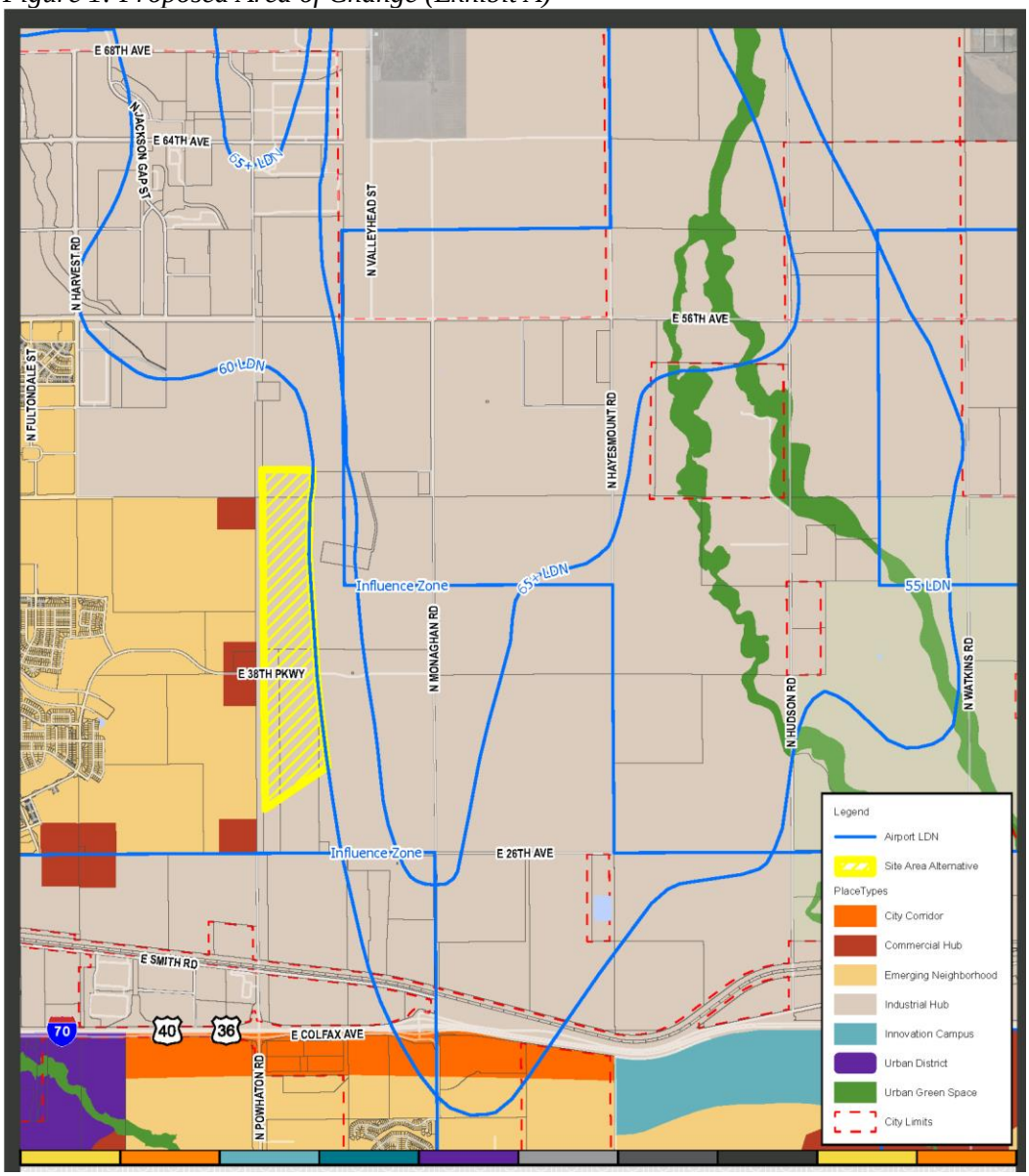
Project Summary:

This application for consideration is a proposed Comprehensive Plan amendment to change approximately 340 acres from the Industry Hub placetype designation to the Emerging Neighborhood placetype designation.

This area is approximately 340 acres total in size, generally bounded by the Powhaton Road/Aerotropolis Parkway alignment to the west, the 60 LDN noise contour for Denver International Airport to the east, and Public Service Company (PSCo) gas line easement to the south. The area reaches approximately 750 feet north of E. 48th Avenue (see Figure 1) and comprises approximately 25 acres north of E 48th Avenue and 315 acres south of E. 48th Avenue. The entire property is within the City of Aurora boundaries. The area south of E. 48th Avenue is part of the Aerotropolis Logistics Center Master Plan (DA-2214-00 approved in 2024). The area north of E. 48th Avenue is not currently included in a Master Plan. The current Comprehensive Plan placetype for this area is Industry Hub and it is zoned Airport District (AD).

The area to the west of this site is also in the Emerging Neighborhood placetype (The Aurora Highlands). The areas to the east and north will remain in the Industry Hub placetype. The property owner has indicated they would like to develop this property with residential, open space, and retail/commercial uses. However, some of these uses are not permitted in the AD zone district. Residential uses are permitted within the 55 LDN (Day/Night Average Noise Level) but will not be allowed in the 60 LDN or higher. The proposed change to the Emerging Neighborhood placetype would follow the boundary of the 55 to 60 LDN. To amend the existing master plan and rezone to allow these uses, the Comprehensive Plan placetype must first be amended.

Figure 1: Proposed Area of Change (Exhibit A)



Applicant's Request:

Per direction from the Aurora City Council Resolution R2024-128 (Exhibit B), staff brings a request that the Planning and Zoning Commission provide a recommendation for a proposed amendment of the 2018 Aurora Places Comprehensive Plan that can be forwarded to the City Council for final consideration in accordance with Code Section 146-5.4.1.B.3.d.

Referrals and Comments:

Referrals were sent to Denver International Airport (DEN), Mile High Flood District, Xcel Energy/PSCo, and the Aerotropolis Regional Transportation Authority (ARTA). Xcel provided comments concerning the property the company owns and easements in the area for both the electrical transmission lines and gas pipeline (Exhibit E). DEN provided comments and attachments, with stated concerns regarding proximity to existing and future runways, the noise contours and noise mitigation for outdoor and recreational uses, and prevention of wildlife attractants (Exhibit F).

Public hearing notification required per the UDO includes published notice in the newspaper and on the City website. These requirements were met for public hearings.

History:

On October 14, 2024, the Aurora City Council adopted Resolution R2024-128 (Exhibit B), directing staff to initiate an amendment to the Aurora Places Comprehensive Plan for property located at the southeast corner of Powhatan Road and E. 40th Avenue. As part of the City Council resolution item, it was noted that the property owner desires to change the placetype for this area. Some of the commitments made by the property owner for developing this area include:

- Developing housing that is "attainable" for middle-income households (i.e., households within 80-120% of the Area Median Income).
- Including usable open space consistent with that located in The Aurora Highlands Framework Development Plan (FDP 2017-7002-03) ("TAH FDP"); and
- Inclusion of areas of commercial use for future residents.

Additionally, the Property Owner is working with the Aurora Public School District (APS) to move the planned high school from the TAH FDP on the west side of Powhaton Road/Aerotropolis Parkway to the east side of Aerotropolis Parkway. If APS accepts, this move will locate the high school at the north end of the area subject to the proposed comprehensive plan amendment, to the east of Powhaton Road/Aerotropolis Parkway and on both the north and south side of E. 48th Ave. The resolution includes a requirement that the school district accept a High School site prior to approval of the Comprehensive Plan amendment by City Council.

At the time of resolution, staff noted that there is no mechanism for conditioning a Comprehensive Plan amendment to ensure development consistent with commitments and master plan amendments that may be approved without council review. In acknowledgment of that, staff recommended the requirement of a development agreement memorializing these, as well as commitments with the Aurora School District, to be approved contemporaneously with the Comprehensive Plan Amendment. As adopted, R2024-128 contains two criteria for the amendment:

- The City Manager is hereby directed to negotiate a development agreement or other such agreement to memorialize the development of the Property consistent with this Resolution, including the inclusion of both for sale and for rent attainable housing, usable open space and trails, and commercial/retail node(s).
- The Comprehensive Plan amendment shall be contingent upon the City Council approval of the agreement set forth in Section 2, as well as evidence of a Purchase and Sale Agreement or such other binding agreement with Aurora Public Schools for the sale of land for a High School in The Aurora Highlands.

Review Criteria:

1. Per UDO Section 146-5.4.1.A.3, *"[a] Comprehensive Plan, or an amendment to the Comprehensive Plan, shall be recommended for approval, and shall be approved, only if it promotes the long term economic, social, and environmental health of the City and protects the public health, safety, and welfare of the citizens of Aurora*." The major issues considered in this report are:

    - Long term economic, social, and environmental health of the City
    - Public health, safety, and welfare of the citizens of Aurora

Results of Development Review:

Long term economic, social, and environmental health of the City

Economic: Macro Impact. The placetype change will not have a direct City budget impact in that it will not require allocated funds. However, changing land from industrial to allow residential uses may reduce future taxes to the city, reduce locations for job creation, and increase costs of services, such as police and fire. In previous studies in conjunction with proposed amendments to the city's long-range growth plans (specifically, the planning and annexation boundary), the analysis has shown that suburban density residential developments typically have a negative fiscal impact on the city, while largely commercial or industrial development typically have a neutral or net positive fiscal impact.

Economic and Social: Housing Stock and Variety. The proposed change would provide the opportunity to develop housing that is "attainable" for middle-income households (i.e., households within 80-120% of the Area Median Income) with both for rent and for sale products. This would be in accordance with Council Goal: 2012: 5.6 to "*Continue to plan for high-quality neighborhoods with a balanced housing stock*." However, if commercial and employment uses are not developed in a timely manner in the area after the residential, this may increase commutes for residents of the area and lead to more spending in nearby areas of Denver rather than in Aurora.

Social and Environmental: High School Location. A high school site has the potential to create social bonds and community through activities, arts, sports, and other events that the campus can facilitate. Locational criteria in the UDO suggest schools "*Be centrally located for the population served.*" The proposed high school location at E. 48th Avenue and Powhaton Road would be on the eastern edge of the residential area. This would likely mean a large portion of students drive or otherwise commute to the site. Second Creek flows through this corner and would require mapping to understand the extent of the floodplain. Coordination with Mile High Flood District would be essential to channelize or pipe the creek. A number of flight paths from Denver International Airport pass over this site as well (see Figure 3).

Environmental: Oil and Gas Site Proximity. The Aerotropolis Logistics Center encompasses two sections of land, which are Sections 21 and 28 of Township 3 South, Range 65 West. Within those 1,280 acres, there are four active oil and gas well sites and one plugged and abandoned (P&A) well. From north to south, the well sites are Bijou North and Schuh South in Section 21, then Invicta and King South in Section 28. The plugged well is in the northeast corner of Section 21.

Within these four well sites are a total of forty horizontal wells. The wells are drilled down to about 8,000 feet below the surface, then turned parallel to the surface and drilled east-west between two and 4.5 miles. The Schuh South and King South are currently producing oil, gas, and water. As of November 21, 2024, Bijou North just finished the drilling phase, and Invicta just began its drilling phase. The Bijou North and Invicta well sites will begin producing in the second quarter of 2025. All well sites are operated by Crestone Peak Resources, a subsidiary of Civitas Resources. The well sites are expected to operate for at least twenty years. Production will rapidly decline over the first seven years; then a steady low production rate will continue for as long as the commodity price of oil and natural gas remains at economic levels. All wells will be in the production phase by mid-2025, and thus no additional drilling or completion activities would occur beyond that time. No other well sites are approved or planned in the Aerotropolis Logistics Center in the future.

Historically, these well sites were concentrated in the Aerotropolis Logistics Center area to avoid proximity to residential development in The Aurora Highlands to the west. The current zoning for these sections is Airport District (AD). The well sites are constructed within the 60 and 65+ LDN airport noise contours, and this area does not allow residential development. The proposed amendment to the Comprehensive Plan would modify the area of Aerotropolis Logistics Center currently within the 55 LDN noise contour to include residential.

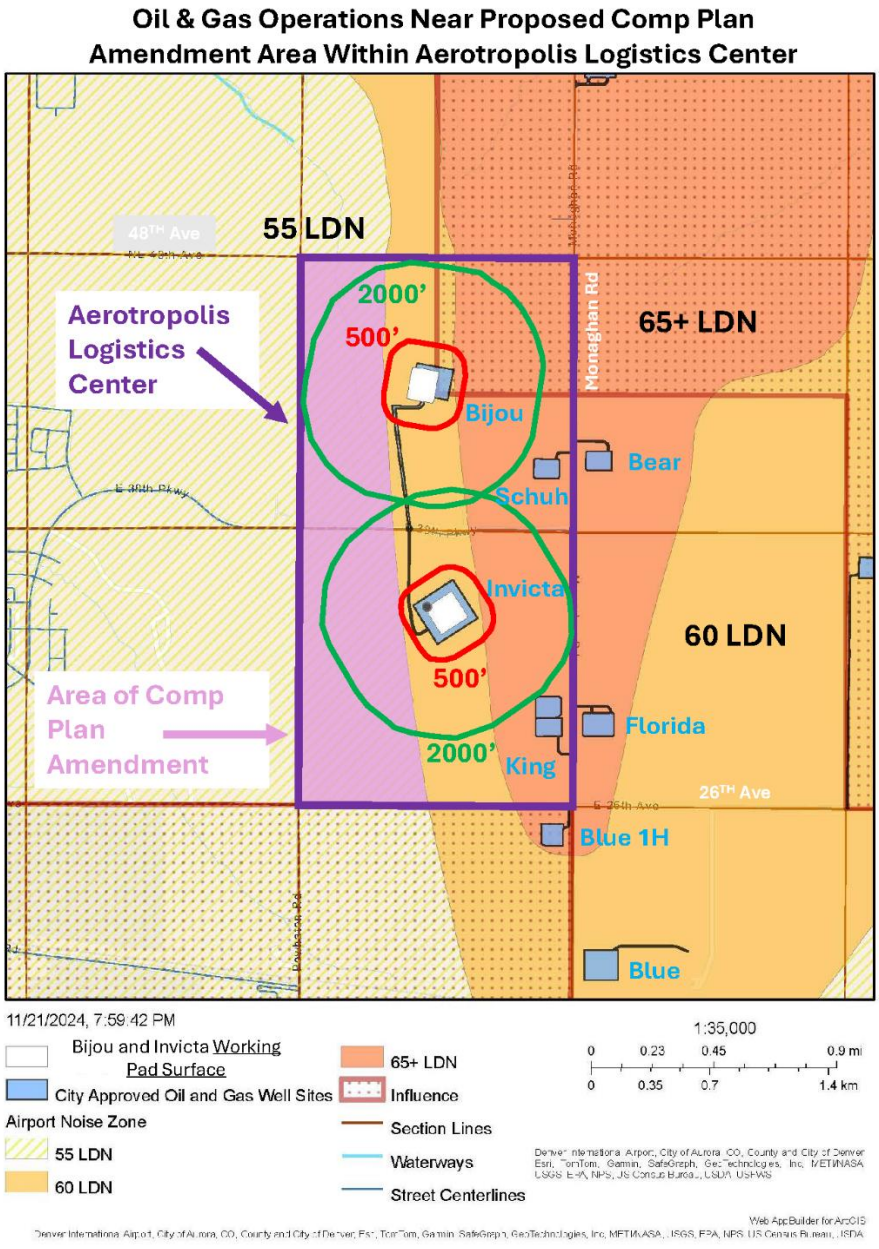
When siting new wells, the Colorado Energy & Carbon Management Commission (ECMC) requires a primary setback of 2,000 feet away from features such as residential building units (i.e., the actual house, apartment building, etc.) and schools. Certain exceptions can reduce the 2,000 feet to 500 feet. The setback is measured from the "working pad surface (WPS)" to the structure. The WPS is the size of the well site after the drilling phase and completion phase are done, and the wells enter the production phase. The WPS is smaller than the size of the well site during the drilling and completion phases but will remain at that size for the entirety of the production phase of the well(s). The city does not have any additional primary setback.

"Reverse" setbacks occur when the oil well is drilled first, and then a residence or similar feature is constructed afterward. The state does not regulate any reverse setback. Aurora requires a 150-foot reverse setback, measured from the "oil and gas facility" (i.e., the well and any other permanent equipment on site) to the "platted residential lot line."

All areas proposed for the Comprehensive Plan amendment are beyond the city's 150-foot reverse setback from each of the four Well Sites within the Aerotropolis Logistics Center. Additionally, the areas are also beyond the 500-foot minimum primary setback from ECMC, but many areas are within the 2,000-foot primary setback. Approximately 226 acres are within 2,000 feet of a WPS. While these state primary setbacks would not apply to new residences since the oil wells are already drilled, there is significant community knowledge of the primary setback distance of 2,000 feet and interest in residences that are at or beyond that distance. For residences constructed within the state setback distance of 2,000 feet, Aurora requires the developer to notify the first purchaser of the property that they are within 2000 feet of an oil and gas well.

All well sites in Aurora are permitted both through Aurora and ECMC. All well sites in Aurora are inspected regularly by Aurora's own Senior Oil & Gas Inspector. Additional inspections occur sporadically by the state through ECMC and CDPHE inspectors.

Figure 2: Existing Oil and Gas Sites (Exhibit C)



Public health, safety, and welfare of the citizens of Aurora

Public Health, Safety, and Welfare: Location. The Comprehensive Plan Amendment does not pose specific public health, safety, and welfare threats to the citizens of Aurora. Proximity to the airport and oil and gas sites may impact the health, safety, and welfare of future residents. These impacts may include noise, odor, and other nuisances.

Additional services may be needed to accommodate the increase in residential uses in the area. For instance, there may be a need for additional fire or police facilities or personnel in the area to serve the new residents with adequate response times. This would need to be considered and addressed with future Master Plan and Zone Map amendments.

Infrastructure will need to be provided for development in this area. Development of Aerotropolis Parkway and other regional roads is being considered in conjunction with ARTA. This network should be adequate to serve the proposed area. Additionally, the Master Utility Study will have to address the adequacy of services. The developer may need to make additional off-site improvements in order to accommodate residential uses in this area if the Comprehensive Plan Amendment is approved.

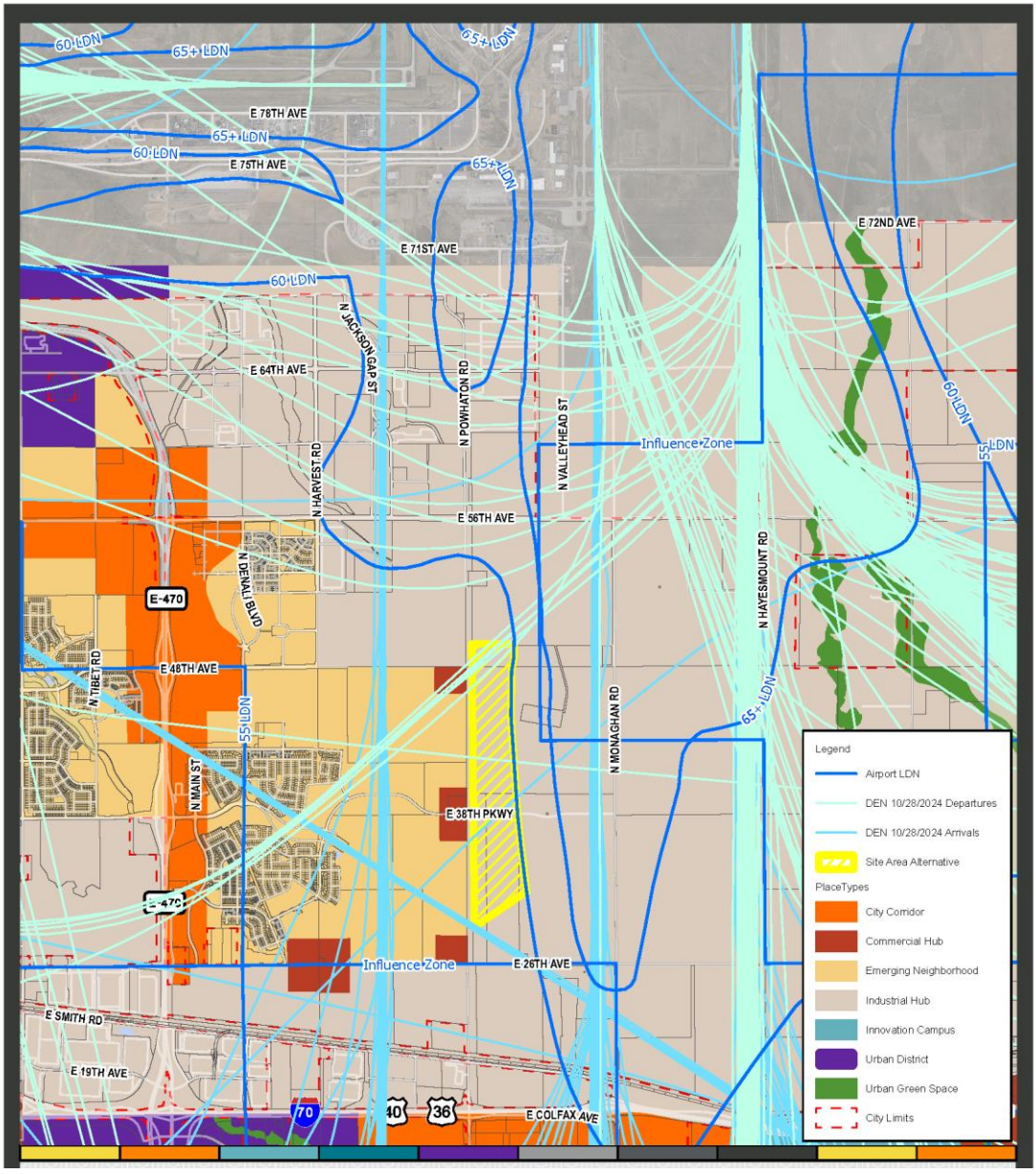
Public Health: Oil and Gas Site Proximity. See the environmental section above for a more detailed analysis of these impacts. The proposed residential area is largely within 2,000 feet of oil and gas sites. This may have some impacts such as noise and odor on residents. However, all of the sites would be able to meet the required 150-foot separation from an active well site.

Public Health: Airport Proximity. This area would be in the flight paths for several routes out of Denver International Airport. The noise impact of these flights would affect both future residents and the high school site. The current placetype map designations were developed to reduce and buffer the conflict between regular air traffic and residential areas. The noise could reduce or impact outdoor activities. Additionally, the type of landscaping trees available may be reduced to accommodate the airport's desire to reduce bird habitats in flight paths proximate to the runways. More information can be found on these recommendations in the Federal Aviation Administration's advisory circular titled "*Hazardous Wildlife Attractants on or near Airports*" (see DEN comments in Exhibit F).

This area is in the Airport Influence Overlay (-AIO) zone. Within this overlay, UDO Section 146-2.6.2.C.3 requires "*New residential uses or new residential structures permitted by the underlying zone and within the 55 LDN Subarea shall provide and include noise level reduction measures in the design and construction of all habitable structures to achieve an interior noise level reduction of 25 decibels in A-weighted levels as determined or calculated in accordance with Chapter 22 of the Aurora City Code*." This will provide some mitigation to noise impacts. Avigation easements are also required in this area pursuant to UDO 146-2.6.2.B.2.

The UDO also prohibits new residential development within the 60 LDN subarea, located immediately east of the subject property. There are no prohibitions to commercial or industrial land uses within this subarea.

Figure 3: Flight Paths (Denver International Airport) (Exhibit D)



Comprehensive Plan Amendment Summary:

Aurora Places Comprehensive Plan

The proposed amendment would amend the Comprehensive Plan placetype designation of this area from Industry Hub to Emerging Neighborhood. The Aurora Places Comprehensive Plan defines the two placetypes as follows:

Industry Hub. The Industry Hub includes areas typically dedicated to manufacturing, warehousing, distribution, fulfillment centers, freight operations, and renewable energy enterprises. This placetype plays an important role in the city's employment base and economy, but can sometimes create outdoor activity and should be appropriately buffered from residential and commercial areas. It can generate high volumes of traffic from both its employees and associated truck traffic. Adjoining roadways should accommodate traffic without negatively impacting quieter placetypes or traffic on local streets serving residential areas. Large-scale alternative energy facilities are another use that may fit this placetype. Uses permitted only in Industry Hubs are manufacturing plants, factories, large open-air operations, and heavy-equipment storage.

Emerging Neighborhood. An Emerging Neighborhood placetype is a newer largely residential neighborhood in previously undeveloped areas. They are neighborhoods that have typically been built in the past 25 years and represent an opportunity to further diversify neighborhood choices. This placetype is more than just an isolated residential subdivision but is instead a complete neighborhood with mixed residential housing types and pedestrian and bicycle infrastructure. This makes it walkable and well-connected throughout the neighborhood and to adjacent placetypes, with highly accessible parks and open space integrated into the neighborhood. This placetype is similar to Established Neighborhoods with some important differences. These neighborhoods should offer a mix of housing types at various densities within the neighborhood fabric. Restaurants, retail and commercial services are supporting uses in this placetype and should be conveniently connected and accessible to residents of the neighborhood. Supporting uses also include a variety of neighborhood institutions and gathering places. Commercial uses should be located along main or perimeter streets rather than within primary residential areas.

The placetypes map was originally drawn with Powhaton Road/Aerotropolis Parkway as the dividing line between future residential uses and industrial uses.

The proposed area of change is within the Aerotropolis strategic development area in the Comprehensive Plan (page 62-63). Best practices listed for this area include:

- Leverage key anchor assets within the aerotropolis' influence areas that are already spurring activity and prioritize catalytic projects that will do the same.
- Balance job creation with residential, commercial services and entertainment uses in the area.

Some of the Comprehensive Plan Goals that may be impacted by this proposed change include:

- A Strong Economy Goal 2: *Achieve greater balance between the number of residents and jobs in Aurora*.
- This change would remove available industrial land for job creation and reduce commercial/industrial property tax base, however, it would provide additional housing options.
- A Diverse and Equitable City Goal 1: *City services should be available and accessible to all residents*.
- This change may impact or require additional City services for the future residents of this area. The proposed High School would add service to residents in northeastern Aurora.
- Housing for All Goal 1: *Increase high-quality housing options of all types and at all price levels throughout the city through ongoing collaboration with the development community*.
- This change can provide attainable housing and a variety of choices, subject to future zoning designation and terms of a future development agreement.
- Housing for All Goal 2: *Work with partners to better understand specific needs for affordable housing and to develop new, creative housing options*.
- This change provides an opportunity for creative and diverse housing types, subject to future zoning designation and terms of a future development agreement.
- A Healthy Community Goal 1: *Make active transportation, such as walking and biking, a viable alternative to driving*.
- This change provides an opportunity for active transportation to services and retail, if developed in the area.
- A Healthy Community Goal 2: *Maintain, improve and expand parks, open space, trails and recreation facilities throughout Aurora*.
- This change provides the opportunity for additional parks and open space to serve residents.
- A Thriving Environment Goal 3: *Protect valuable open space and natural areas*.
- This change would impact Second Creek and would need to consider floodplain areas as applicable.
- Easy Mobility and Active Transportation Goal 4: *Provide completely connected street networks in developing areas to avoid excessive traffic congestion and maximize mobility choices*.

- This change, in conjunction with ARTA projects, will help develop and expand the street network in northeast Aurora.
- An Authentic Aurora Goal 3: *Use high-quality community design to create vibrant and active places where people choose to live and work*.
- This change provides, through the Master Plan process to follow, an opportunity to incorporate high-quality and active residential spaces.

In a review of the existing Comprehensive Plan goals and proposed area of change, below are considerations in favor of and potential concerns associated with the change.

Possible reasons in favor of the placetype change:

- Provides an opportunity for additional housing options in accordance with Council and Comprehensive Plan goals
- Includes a High School site to serve northeastern Aurora residents
- Provides an opportunity for additional open space and park/trail connections
- Provides additional infrastructure connectivity

Possible concerns about the placetype change:

- Decreases available industrial land for development
- Noise associated with existing flight paths may impact future residents and students
- Existing oil and gas wells may have noise and odor impacts to residential uses
- Many students may have to drive to the proposed High School location

Summary of Staff Recommendation:

Staff provides a neutral recommendation on the proposed Comprehensive Plan amendment

Detailed Case Analysis

Related Cases: 2018-1003-00 (Aurora Places Comprehensive Plan adoption)

Public Notification:

Legal Notice appeared in the Aurora Sentinel on November 28, 2024.

Conformance with Code Criteria:

Comprehensive Plan Adoption or Amendment. A Comprehensive Plan, or an amendment to the Comprehensive Plan, shall be recommended for approval, and shall be approved, only if it promotes the long term economic, social, and environmental health of the City and protects the public health, safety, and welfare of the citizens of Aurora. (Article 146-5.4.1(A)(3))

Article 146.5.4.1(A)(2)(b), Procedure: The Planning and Zoning Commission shall conduct a public hearing on the application and shall make a recommendation to City Council regarding the application pursuant to all applicable provisions of Section 146-5.3. The Planning and Zoning Commission shall make all recommendations for amendments to the Comprehensive Plan by not less than a two-thirds vote of the entire membership of the Commission.

Applicant Information:

Applicant: City of Aurora Planning and Business Services Department
Owner: Aurora Tech Center Development LLC

Exhibits:

Exhibit A Vicinity Map
Exhibit B Resolution R2024-128
Exhibit C Oil and Gas Site Map
Exhibit D Flight Paths Map
Exhibit E Xcel Comments
Exhibit F DEN Comments

Project Statistics:

Land Use Analysis **These items may be omitted or added to depending on the proposal**

Item	Existing	Proposed
Zoning	Airport District (AD)	N/A (zone change application to follow if Comprehensive Plan amendment is approved)
Land Use Plan Designation	Industry Hub	Emerging Neighborhood
Parcel Size	Approx. 340 acres	N/A
Land Use	Vacant	Residential, Commercial, Open Space

Surrounding Properties

Direction	Zoning	Actual Use
North	AD (Airport District)	Vacant
East	AD (Airport District)	Vacant
South	AD (Airport District)	Vacant, Oil and Gas sites
West	R-2 (Medium-Density Residential District)	Vacant, developing residential

Staff Recommendation:

Agenda Item 8a: Aurora Places Comprehensive Plan Amendment

Staff has outlined considerations in favor of and potential concerns about the proposed Comprehensive Plan placetype change. Below are the considerations discussed in this report.

Possible reasons in favor of the placetype change:

- Provides an opportunity for additional housing options in accordance with Council and Comprehensive Plan goals
- Includes a High School site to serve northeastern Aurora residents
- Provides an opportunity for additional open space and park/trail connections
- Provides additional infrastructure connectivity

Possible concerns about the placetype change:

- Decreases available industrial land for development
- Noise associated with existing flight paths may impact future residents and students
- Existing oil and gas wells may have noise and odor impacts to residential uses
- Many students may have to drive to the proposed High School location

For this request, there are three options available to the Commission, they are:

1. Recommend amendment to the Aurora Places Comprehensive Plan to revise the Placetype Plan to include the additional approximately 340 acres, as illustrated in the attached exhibit, in the Emerging Neighborhood placetype;
2. Recommend revision to the proposed amendment with an alternative boundary; or
3. Recommend denial of the amendment to the Comprehensive Plan

Should the Commission choose to recommend approval of the proposed amendment, or revision to the proposed amendment, staff recommends the following language:

Approve the amendment to the Aurora Places Comprehensive Plan to revise the Placetype Plan and assign the "Emerging Neighborhood" Placetype designation to the area shown in Exhibit A because it complies with the requirements of Code Section 146-5.4.1(A) of the Unified Development Ordinance for the following reasons:

- *Planning Commission to develop findings, insert here as part of the motion*

Should the Commission choose to recommend denial of the proposed amendment, staff recommends the following language:

Deny the amendment to the Aurora Places Comprehensive Plan to revise the Placetype Plan for the area shown in Exhibit A because it does not comply with the requirements of Code Section 146-5.4.1(A) of the Unified Development Ordinance for the following reasons:

- *Planning Commission to develop findings, insert here as part of the motion*

8. General Business

8a. AURORA PLACES COMPREHENSIVE PLAN AMENDMENT TO CHANGE DESIGNATION FOR APPROXIMATELY 340 ACRES FROM INDUSTRY HUB TO EMERGING NEIGHBORHOOD

This application for consideration is a proposed Comprehensive Plan amendment to change approximately 340 acres from the Industry Hub placetype designation to the Emerging Neighborhood placetype designation.

This area is approximately 340 acres total in size, generally bounded by the Powhaton Road/Aerotropolis Parkway alignment to the west, the 60 LDN noise contour for Denver International Airport to the east, and Public Service Company (PSCo) gas line easement to the south. The area reaches approximately 750 feet north of E. 48th Avenue (see Figure 1) and comprises approximately 25 acres north of E 48th Avenue and 315 acres south of E. 48th Avenue. The entire property is within the City of Aurora boundaries. The area south of E. 48th Avenue is part of the Aerotropolis Logistics Center Master Plan (DA-2214-00 approved in 2024). The area north of E. 48th Avenue is not currently included in a Master Plan. The current Comprehensive Plan placetype for this area is Industry Hub and it is zoned Airport District (AD).

The area to the west of this site is also in the Emerging Neighborhood placetype (The Aurora Highlands). The areas to the east and north will remain in the Industry Hub placetype. The property owner has indicated they would like to develop this property with residential, open space, and retail/commercial uses. However, some of these uses are not permitted in the AD zone district. Residential uses are permitted within the 55 LDN (Day/Night Average Noise Level) but will not be allowed in the 60 LDN or higher. The proposed change to the Emerging Neighborhood placetype would follow the boundary of the 55 to 60 LDN. To amend the existing master plan and rezone to allow these uses, the Comprehensive Plan placetype must first be amended.

Testimony Given at the Hearing:
Commissioners Gaiser and Banka visited the site.

Jeannine Rustad, Director of Planning and Business Development, explained how the amendment to the Comprehensive Plan came about.

Stacy Wasinger, Case Manager, gave a presentation of the item, including a neutral staff recommendation.

Commissioner Banka voiced concerns relating to the proximity of an oil and gas permit site being so close to the high school site and the air traffic noise and recalled when The Conservatory was built and how extra measures were taken during building, like triple pane windows and extra insulation which all adds to the cost of the homes.

S Wasinger responded that Aurora Public Schools has not informed staff if the decision to accept the proposed site has been made and noted that DEN had a representative in attendance.

J Rustad pointed out that the drilling of the oil and gas wells is when a lot of noise pollution takes place, and that will be completed before any of the homes are constructed. J Rustad further noted that the 55 LDN does have building requirements, but there are many levers that can affect the cost of building homes.

Chair Walls asked about the history of the proposed area, stating that it appears that the area was deemed as an Emerging Neighborhood and then in 2021 was converted to an Industry Hub and now it will be going back to Emerging Neighborhood. Chair Walls asked for the reasoning for the changes and stated changing it back could have financial implications for the city and asked what it would do to the overall developable land for industry.

Daniel Krzyzanowski, Planning Supervisor, explained that when the Comprehensive Plan and Placetype Map were being developed the subject tract was adopted as part of the Industry Hub. The area to the west of Powhaton Road was designated a placetype of Emerging Neighborhood.

Chair Walls asked if the 340 acres being designated as Emerging Neighborhood will have a large impact on opportunities for industrial development. D Krzyzanowski explained that a lot of northeast Aurora is designated Industry Hub, spanning from Powhaton Road to Schumacher Road, which is everything north of I-70 to the city limits. The 340 acres are relatively small when you consider that several square miles are zoned Airport District, I-1, and I-2, which would allow for industrial growth.

Brodie Ayers, Transportation Supervisor for DEN, 8500 Pena Boulevard, Denver, CO, spoke stating statistics for the potential amount of air traffic that will be flying over this area. B Ayers also noted that there are plans for a 7th runway to be built which will further increase the air traffic throughout the area and noted that there are building code requirements in the 55 LDN that would increase the construction costs. B Ayers also reported that the Federal Aviation Administration cites multiple uses as sensitive uses to noise, some of them are schools, places of worship, hospitals, parks, and recreational facilities. The area is being planned to be a mixed-use development so those impacts would be extended from the homes into places of worship, healthcare, schools, and recreation areas. B Ayers added that there has been a lot of reporting on how noise impacts students and cognitive constraints in the 55 LDN. In conclusion, B Ayers stated that there will be a lot of noise impacts due to over-flights with both arrivals and departures and those impacts will not just stay within the 55 LDN but will spread out impacting all aspects of life, especially outdoor recreation and schools for residents in the area.

Commissioner Hogan asked about the location of the school site. S Wasinger answered that the school has not decided if they will accept this location as a school site yet and demonstrated on a map where is it being proposed. Commissioner Hogan asked if it was outside of the 55 LDN. S Wasinger responded it will be in the northernmost portion of this proposed amendment area, so it will be within the 55 LDN

Commissioner Hogan asked if the 340 acres being converted from Industrial Hub to Emerging Neighborhood will be replaced somewhere else within the master plan for industrial use. S Wasinger responded that there will not be a land swap and noted that the remainder of the Aerotropolis Master Plan is located in the 60 and 65 LDN and does not allow for residential, so there is developable areas for industrial uses.

Commissioner Hogan asked if there was a need for this affordable housing to be so close to the airport. J Rustad clarified that the promise was not for affordable housing but for attainable housing.

Chair Walls asked if there is an existing Aurora Public School in the neighborhood to the west and if there are any schools currently within the 55 LDN contour.

Debbie Bickmire, Senior Planner II, answered that there is an existing K-8 school, and it is in the 55 LDN.

Rita Connerly, Fairfield and Woods, P.C. representing Aerotropolis Industrial Development, LLC, 1801 California Street, Suite 2600, Denver, CO, spoke in support of the City Council's request for the Comprehensive Plan Amendment. R Connerly noted that the agreement with the Aurora Public Schools has been executed and the district has agreed to accept the property for the high school. A conceptual site plan has been drawn up and the plan is to open the school in August of 2028. R Connerly further noted that there is plenty of residential development within the 55 LDN, such as Painted Prairie, Windler, Green Valley Ranch, High Point, and The Aurora Highlands that have been developed in accordance with the intergovernmental agreements with Denver International Airport and city code. The Aurora Highlands already has a K-8 school and is planning for three more. R Connerly also explained that the property has access to pedestrian and vehicular transportation corridors and options.

Commissioner Banka stated that if there are 1,000 flights per day going over the area that is going to be a lot of noise. R Connerly stated that there are no DEN, FAA, or City and County of Denver restrictions in the 55 LDN.

Commissioner Jetchick asked if the developer would be open to adding extra soundproofing to the homes that will be built. R Connerly responded that the developer would follow the guidelines that others have in the area and that because of the 70 acres of buffer did not believe that extra insulation would be necessary.

J Rustad noted that this item will be heard at a future City Council meeting no matter the recommendation from the Planning Commission, and that comprehensive plan amendments cannot be conditioned. Any conditions that may be added would be at the master planning and successive application levels.

Planning Commission Results
AGENDA ITEM 8a – ORDINANCE TEXT AMENDMENT

A MOTION WAS MADE BY CHAIR WALLS AND SECONDED BY COMMISSIONER HOGAN.

MOVE TO RECOMMEND APPROVAL OF THE AMENDMENT TO THE AURORA PLACES COMPREHENSIVE PLAN TO REVISE THE PLACE TYPE PLAN AND ASSIGN THE EMERGING NEIGHBORHOOD PLACE TYPE DESIGNATION TO THE AREA SHOWN IN EXHIBIT A BECAUSE IF COMPLIES WITH THE REQUIREMENTS OF CODE SECTION 146 FOR THE FOLLOWING REASONS:

1. PROVIDES AN OPPORTUNITY FOR ADDITIONAL HOUSING OPTIONS IN ACCORDANCE WITH COUNCIL AND COMPREHENSIVE PLAN GOALS.

2. INCLUDES A HIGH SCHOOL SITE TO SERVE NORTHEASTERN AURORA RESIDENTS
3. PROVIDES ADDITIONAL INFRASTRUCTURE CONNECTIVITY

Further Discussion:
Commissioner Jetchick stated support of the motion.

Commissioner Banka stated opposition to the motion because of the noise levels and how much it may cost to build these homes in the noise contour.

Commission Hogan stated support of the motion and believes that this was council-driven and stated that the Council still does make policy in the City of Aurora.

Commission Gaiser stated support of the motion and noted the development will offer a variety of housing stock which Aurora severely needs.

Chair Walls also stated support of the motion and that the concerns that have been raised at this meeting can be taken care of in later planning stages.

MOTION FAILED ON A VOTE OF 4 TO 1 WITH BANKA VOTING FOR DENIAL.

Lena McClelland, Assistant City Attorney, stated that for the recommendation to move forward to the City Council, the vote needs to be 2/3 of the membership of the Commission, which would be five members. Since one member did not support the motion to recommend approval the item will move forward with no recommendation from the Planning Commission.

ORDINANCE NO. 2025- ____

A BILL

FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, AMENDING THE 2018 COMPREHENSIVE PLAN TO CHANGE THE PLACETYPE FROM INDUSTRY HUB TO EMERGING NEIGHBORHOOD FOR THE AREA GENERALLY LOCATED EAST OF POWHATON ROAD BETWEEN E 49TH AND E 26TH AVENUE (ATEC COMPREHENSIVE PLAN AMENDMENT)

WHEREAS, Section 146-5.4.1.A of the Uniform Development Ordinance provides for the adoption of a Comprehensive Plan for the orderly development and redevelopment of the City of Aurora, Colorado (the "City"), and that this plan shall serve to guide the City Council and the Planning and Zoning Commission in their decisions and recommendations in all land use decisions within the City; and

WHEREAS, on October 8th, 2018, the City Council passed Ordinance 2018-37 adopting the 2018 Aurora Comprehensive Plan (the "Comprehensive Plan"); and

WHEREAS, the Comprehensive Plan establishes a land use map providing varying placetypes for city design; and

WHEREAS, on December 11, 2024, following a public hearing, a motion to recommend approval by the Planning and Zoning Commission of an amendment to the Comprehensive Plan which would allow the Placetype Emerging Neighborhood for an area currently designated as the Placetype Industry Hub failed by a vote of 4 to 1; and

WHEREAS, Section 146-5.4.1.A of the Uniform Development Ordinance provides that City Council may amend the Comprehensive Plan by an ordinance approved by a vote of not less than two-thirds of the entire membership of the City Council, if they find that the amendment promotes the long term economic, social, and environmental health of the City, and that it protects the public health, safety and welfare of the citizens of Aurora.

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

Section 1. The Aurora Comprehensive Plan is hereby amended to allow for the Placetype Emerging Neighborhood in an area currently designated as the Placetype Industry Hub.

Section 2. The amendment to the Comprehensive Plan shall be in the form as filed with the Office of the City Clerk and presented to the City Council at tonight's meeting.

Section 3. All ordinances or parts of ordinances of the City Code of the City of Aurora, Colorado, in conflict herewith are expressly repealed.

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.

INTRODUCED, READ AND ORDERED PUBLISHED this _____ day of _____, 2025.

PASSED AND ORDERED PUBLISHED this _____ day of _____, 2025.

_____
MIKE COFFMAN, Mayor

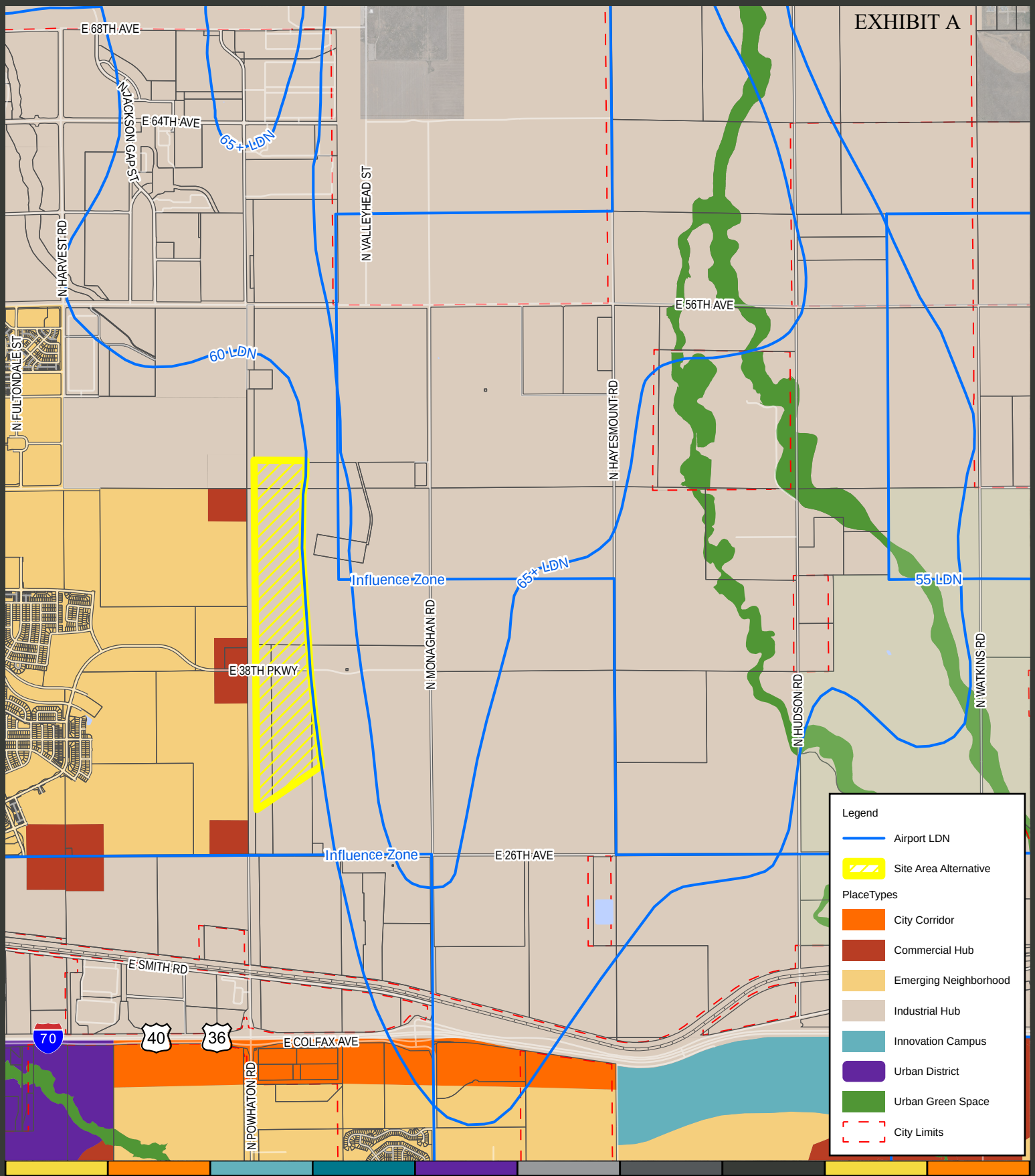
ATTEST:

_____
KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM BY CITY ATTORNEY PETE SHULTE:

By: Lena McClelland RLA
_____
LENA MCCLELLAND, Assistant City Attorney

EXHIBIT A



Planning and Business Development

15151 E. Alameda Parkway
Aurora CO 80012 USA
AuroraGov.org
303.739.7250
GIS@auroragov.org

City of Aurora, Colorado

ATEC Comprehensive Plan
PlaceTypes Amendment Alternative

Miles 0 0.3 0.6

N W E S

11/8/2024 I:\GIS\ArcGIS_Pro_Projects\Planning\Development Review\Data Services\VicinityMap_Pro\VicinityMap_Pro.aprx

AURORA PLACES COMPREHENSIVE PLAN AMENDMENT

Project No: DA-2149-03

Public Hearing

Aurora City Council

January 27, 2025

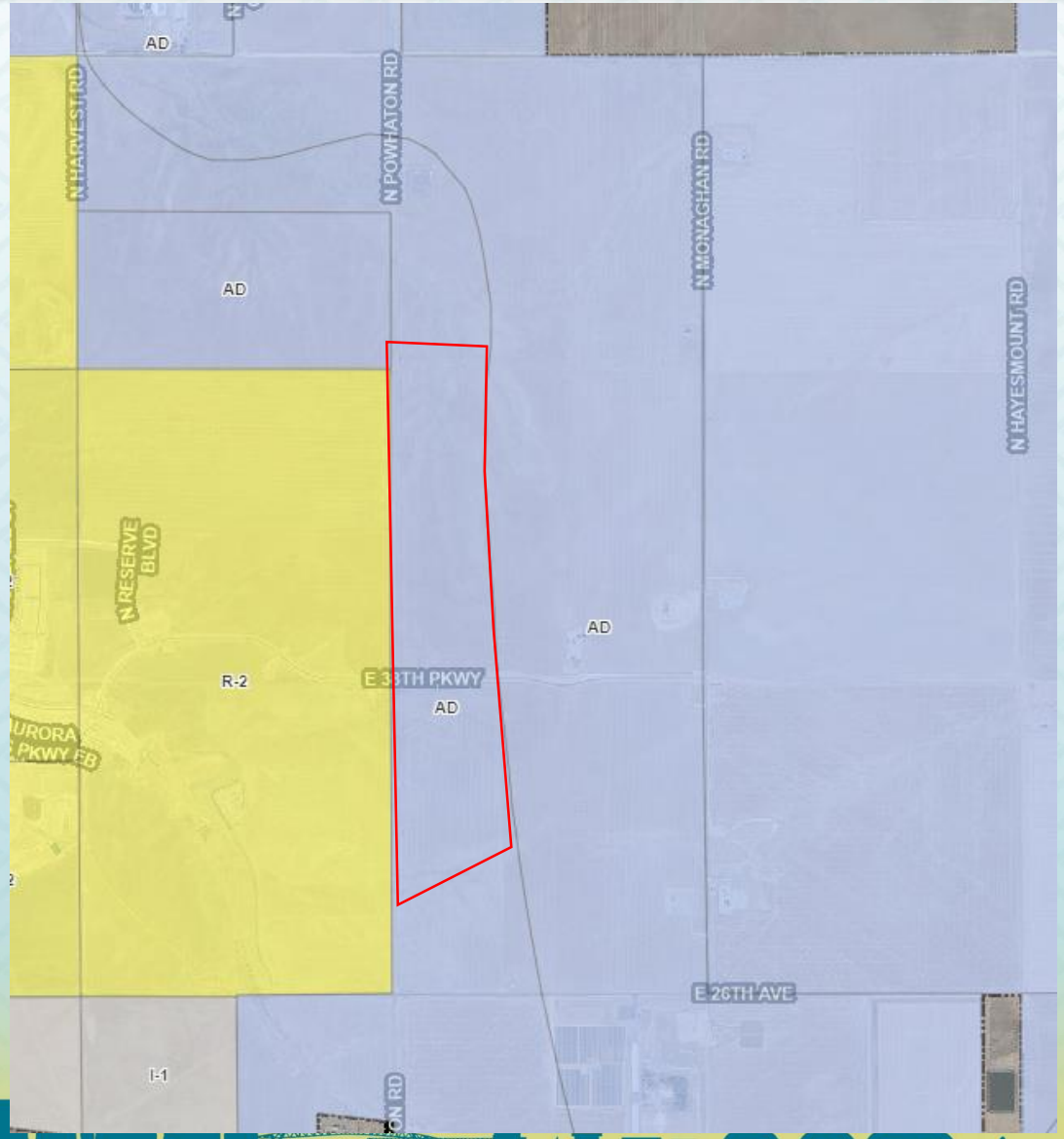
REQUEST

- A Comprehensive Plan placetype amendment from Industry Hub to Emerging Neighborhood for approximately 340 acres
- Per Resolution R2024-128
- Current Zoning: Airport District (AD), Subarea C
- Current Placetype: Industry Hub

AERIAL MAP

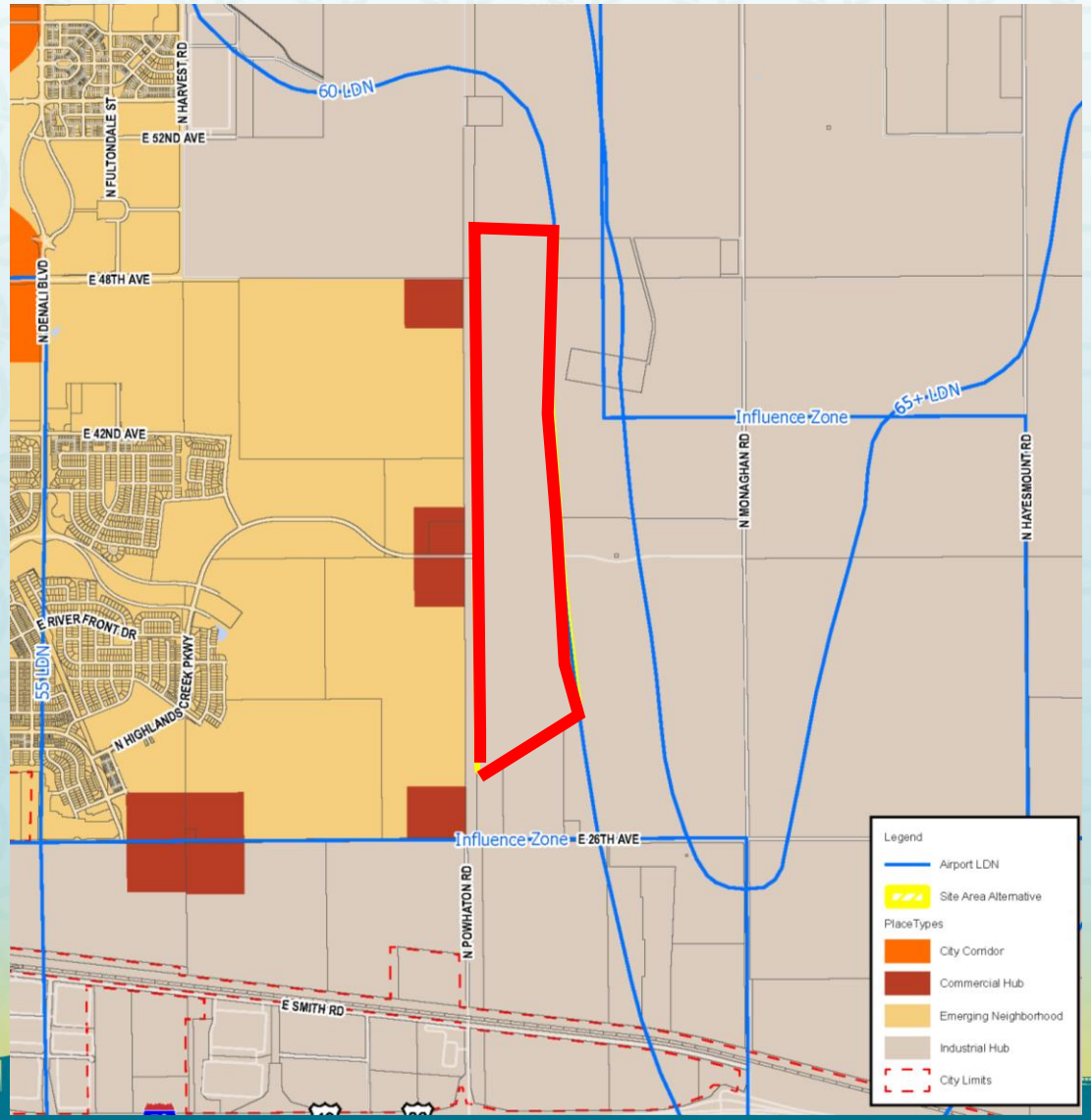

E. 56th Avenue
E. 48th Avenue
E. 38th Avenue
Powhaton Road/Aerotropolis Parkway
Monaghan Road

ZONING MAP

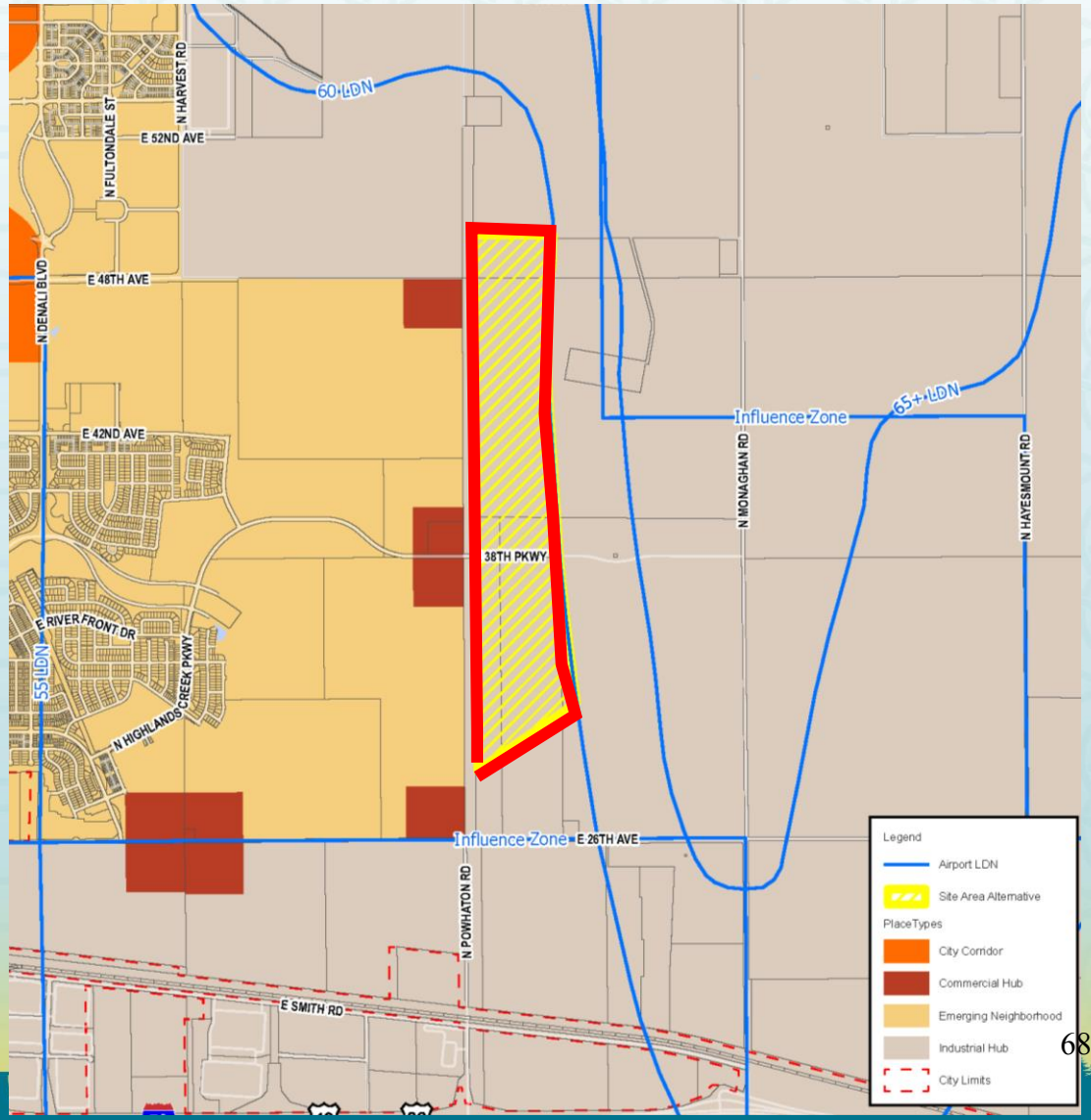

AD
N HARVEST RD
N POWHATON RD
N MONAGHAN RD
N HAYESMOUNT RD
AD
N RESERVE BLVD
AD
R-2
E 38TH PKWY
AD
E 26TH AVE
I-1

PLACETYPE MAP

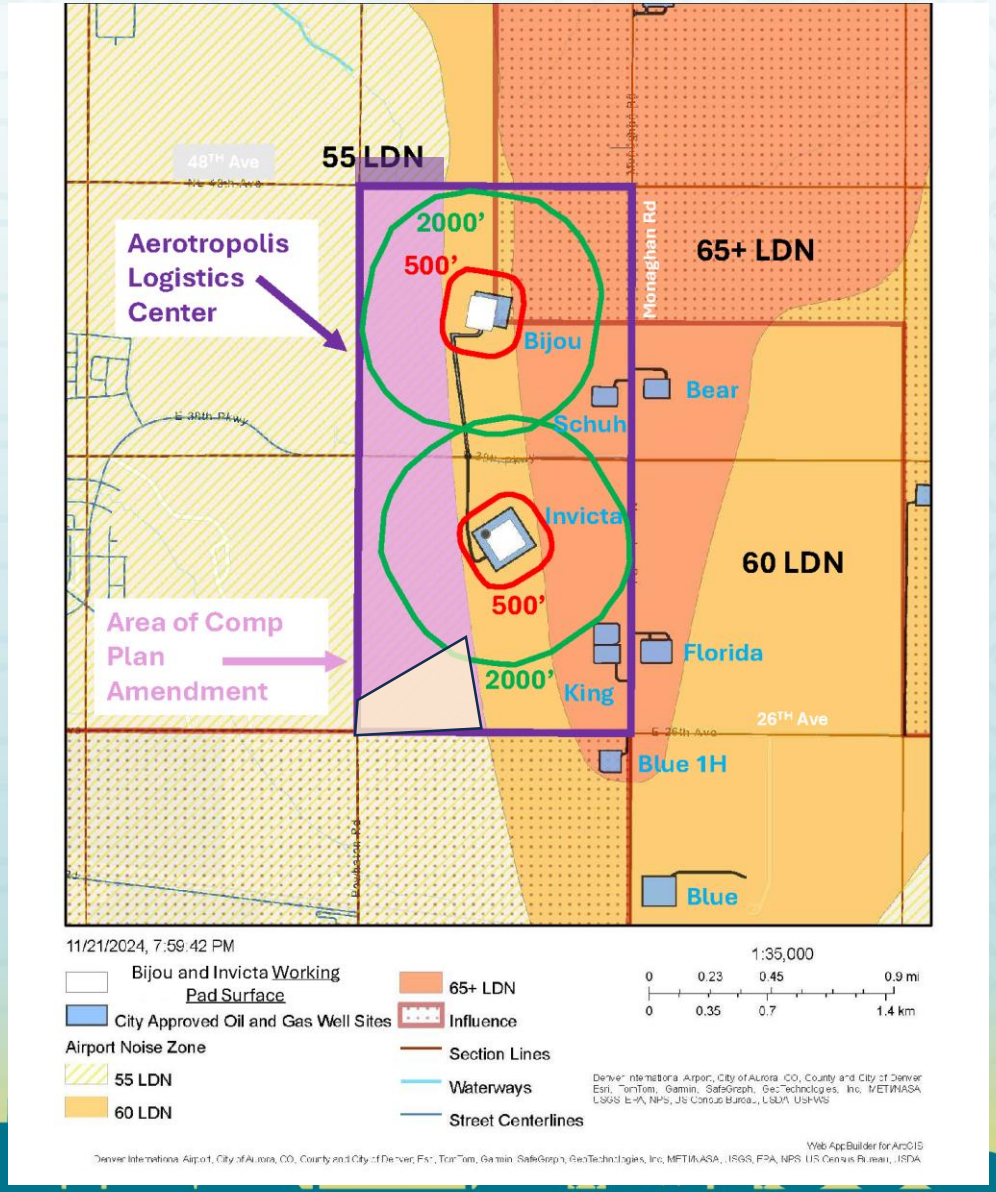
CURRENT



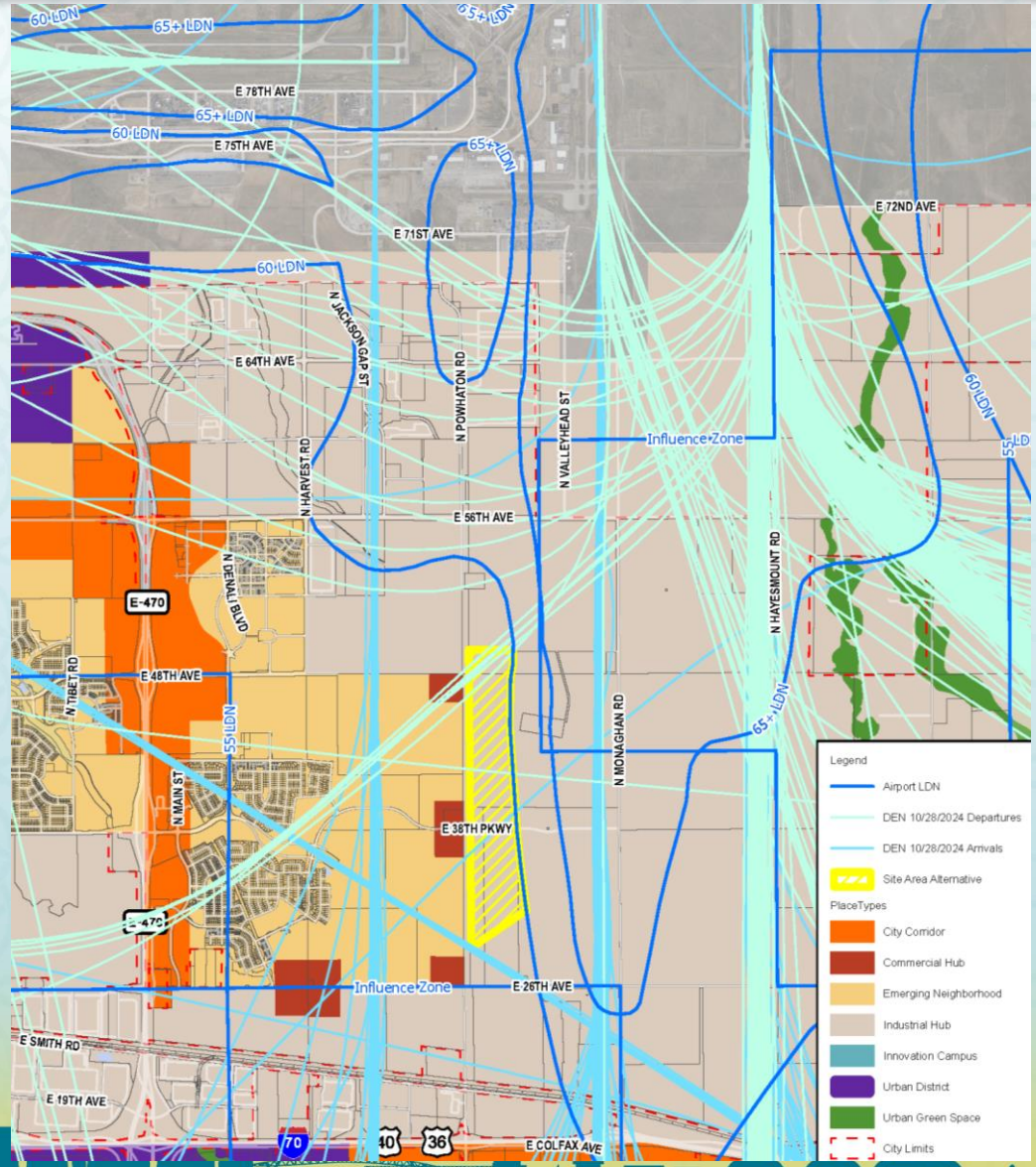
PROPOSED



OIL AND GAS SITES MAP



FLIGHT PATHS MAP



CODE CRITERIA

- In compliance with the City of Aurora Zoning Code, Sec. 146-5.4.1.A.3, Comprehensive Plan:
  - A Comprehensive Plan, or an amendment to the Comprehensive Plan, shall be recommended for approval, and shall be approved, only if it promotes the long term economic, social, and environmental health of the City and protects the public health, safety, and welfare of the citizens of Aurora."

CITY OF AURORA
Council Agenda Commentary

Item Title: Unified Development Ordinance - Text Change Residential Fence Height along Collector and Arterial Streets
Item Initiator: Brandon Cammarata, Manager, Planning and Business Development
Staff Source/Legal Source: Brandon Cammarata, Manager, Planning and Business Development; Lena McClelland, Assistant City Attorney
Outside Speaker: N/A
Council Goal: 2012: 4.0--Create a superior quality of life for residents making the city a desirable place to live and work

COUNCIL MEETING DATES:

Study Session: 1/13/2025

Regular Meeting: 1/27/2025

2nd Regular Meeting (if applicable): 2/10/2025

Item requires a Public Hearing: ☒ Yes ☐ No

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

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

Staff Source: Brandon Cammarata, Manager, Planning and Business Development
Estimated Time: 5 minutes

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

☐ Approve Item and Move Forward to Study Session

☐ Approve Item as Proposed at Study Session

☒ Approve Item and Move Forward to Regular Meeting

☐ Approve Item as Proposed at Regular Meeting

☐ Information Only

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

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Planning and Zoning Commission

Policy Committee Date: 11/26/2024

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 proposal came before the Planning and Economic Development subcommittee on November 13, 2024. General support for this amendment was represented by the subcommittee. A public hearing was held at the Planning and Zoning Commission on November 26, 2024 and the commission recommended approval unanimously (6-0). Minutes of both meetings are attached.

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

The Planning and Business Development Department recommends amending the zoning code within the Unified Development Ordinance (UDO) to allow residential side and rear yard privacy fences up to eight feet tall along collector and arterial streets. This is an increase from the current allowance of six feet (ref. UDO 146-4.7.9.L).

This proposal provides flexibility likely to impact older developments where homes back to arterial streets. The city has received multiple requests for fence height increases from existing homes backing streets like Havana Street and Chambers Road. These requests have been processed as variances supported by staff and approved by the Board of Appeals and Adjustments (BOAA). Based on the results of the variance approvals this proposed code amendment may result in inconsistent fence heights on existing corridors, but not significant negative results.

This proposal was heard at the November 13 Planning and Economic Development Council subcommittee, and no concerns were expressed.

Examples where increased fence height is applicable.
The Google Street View below shows a representative location where this request has been made. The picture is along Havana Street near 4th Avenue. Residents asking for the higher fences cite privacy, security, and noise as their reasons for requesting them.

This allowance is anticipated to be less utilized in new neighborhoods, which tend to have fewer situations with homes backing arterials, and when they do, a buffer is required between the public sidewalk and the homes.



FISCAL IMPACT

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

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

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

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

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

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

QUESTIONS FOR COUNCIL

Does Council wish to support a Unified Development Ordinance text amendment to allow residential fences up to 8’ in height along collector and arterial streets.

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)

UDO TEXT AMENDMENT TEXT CHANGES
Residential Fence Height on Arterial & Collector Streets

Project No: DA-2163-20
Public Hearing
Aurora City Council

REQUEST

- Unified Development Ordinance (UDO) Amendment:
  - Allow side and rear yard privacy fences, along arterial and collector streets, to be up to eight (8) feet tall

- In accordance with the City of Aurora Zoning Ordinance, Sec. 146-5.4.1.3.b, Ordinance Text Amendments:

Applicant: City Staff
Project Location: Citywide

Background – Multiple Variance requests

- Homes backing High Volume and speed streets have requested higher fences.
- Typically older neighborhoods over 30 years old.
- New Development typical has a buffer





APPROVAL CRITERIA

- In compliance with the City of Aurora Zoning Ordinance, Sec. 146-5.4.1.3.b, Ordinance Text Amendments:

  i. The applicant has demonstrated that the proposed Ordinance amendment is consistent with the spirit and intent of the Comprehensive Plan and with other policies and plans adopted by the City Council; and

  a. The change to the Ordinance text is required because of changed conditions or circumstances in all or a portion of the city; or

  b. The change to the Ordinance text is required to address a new or unforeseen threat to the public health, safety, and welfare; or

  c. The change to the Ordinance text is required to promote economic growth and investment that will not create material risks to the public health, safety, and welfare.

STAFF FINDINGS

- The flexibility for increasing fence heights along high volume and speed streets supports Established Neighborhoods in Aurora Places and
- This has been a reoccurring request for variances and is not contrary to other public goals along these corridors and not shown to create material risks to public health, safety, and welfare.

PLANNING AND ECONOMIC DEVELOPMENT POLICY COMMITTEE MEETING MINUTES

Date: **November 13, 2024**
Time: **8:30 am**

Members Present	Chair: Council Member Francoise Bergan, Vice Chair: Council Member Curtis Gardner, Council Member Steve Sundberg
Others Present	Aja Tibbs, Alejandra Major, Andrea Amonick, Ariana Muca, Bob Roth, Brandon Cammarata, Brenda Kenney, Brian Rulla, Brit Vigil, Cathy DeWolf, Cesarina Dancy, Chad Argentar, Chad Giron, Chance Horiuchi, Crystal Vigil, Daniel Krzyzanowski, Darren Akrie, David Schoonmaker, David Scott, Deborah Bickmire, Diana Rael, Gayle Jetchick, Geoff Babbitt Jacob Cox, Jake Calegari, Jeffrey Moore, Jennifer Orozco, Jeremiah Fettig, Jose Rodriguez, Julie Patterson, Kelly Bish, Laura Perry, Leah Ramsey, Lena McClelland, Leticia Callanen, Mac Callison, Marisa Noble, Maurice Healy, Megan Waldschmidt, Melissa Rogers, Michael Kerrigan, Mindy Parnes, Morgan Cullen, Morgan Jennings, Naomi Colwell, Robert Oliva, Sarah Wile, Scott Berg, Stacy Wasinger, Stephen E Rodriguez, Stephen Gubrud, Steve Timms, Sunny Banka, Thomas Blevins, Tod Kuntzelman, Tom Oldenburg, Wendy Renee, Wendy Vue, Yuriy Gorlov

1. CALL TO ORDER

2. APPROVAL OF OCTOBER 9, 2024, DRAFT MINUTES–COUNCIL MEMBER BERGAN

2.a. The minutes were approved.

3. GENERAL BUSINESS

3.a. Minor Text Updates to City Code Chapter 135 Oil and Gas Manual

Summary of Issue and Discussion:
Jeffrey S. Moore, Manager Energy & Environment Division

Jeffrey S. Moore, Manager of the Energy and Environment Division, provided a detailed presentation on the proposed changes to Chapter 135 of the Aurora City Code. He explained that the manual, initially passed in 2021, had not been updated since its adoption. The proposed updates are necessary to align with recent changes at the state and local levels, including the rebranding of the Colorado Oil and Gas

Conservation Commission (COGCC) to the Energy and Carbon Management Commission (ECMC). These changes, though minor, require extensive textual revisions throughout the chapter.

J. Moore clarified that the updates do not alter the existing regulations, which remain effective, nor do they address well maintenance and workover easements around plugged wells, which will be handled in a future update to the Unified Development Ordinance (UDO). Locally, updates also include renaming the Oil and Gas Division to the Energy and Environment Division, aligning the appeals process in Chapter 135 with the UDO, and shifting administrative approval authority from his position to the Planning and Business Development Director for consistency with other city departments.

Further, the updates incorporate minor wording adjustments from Public Works to ensure consistency across city regulations. These include changes to terms such as pre-submittal meeting to pre-acceptance review and updates to subsurface utility investigation requirements to align with Colorado Revised Statutes. The presentation concluded with a proposal to move the updates forward to a Study Session scheduled for December 2nd, pending notification provisions.

J. Moore expressed openness to questions and requested Council's support for the updates, which received no objections from members.

Outcome:
Council approved this item to move forward to Study Session.

Follow-up Action:
Staff will add this item to the Study Session Agenda.

3.b. UDO Amendments to Allow Duplexes on Motor Courts and Increase Fence Height on Collectors and Arterials
Summary of Issue and Discussion:
Brandon Cammarata, Planning Manager

Brandon Cammarata, Planning Manager, presented the proposals, which focus on design standards within the Unified Development Ordinance (UDO). He sought the Committee's support for advancing these amendments to the Planning Commission and City Council, with an optional Study Session before the public hearing.

The first amendment proposes increasing the maximum height for residential privacy fences from six feet to eight feet along collector and arterial streets. This change addresses numerous variance requests from residents with properties adjacent to high-volume, high-speed streets, such as Havana and Chambers, and aims to formalize a practice already supported by staff and the Board of Adjustment.

The second amendment involves motor courts, which are currently limited to six single-family detached homes sharing a single driveway. This proposal would allow this arrangement for up to eight duplexes.

This proposal reflects an approach to permit more housing options and is not anticipated to have significant adverse impacts beyond those presented by existing allowances.

B. Cammarata addressed questions regarding parking needs, explaining that motor courts function similarly to alleys and include design features to manage access effectively.

- CM Sundberg expressed concern about motor courts being used as shortcuts, referencing Murphy Creek as a positive example of a private drive design that avoids public street connectivity.
- CM Perry highlighted the visual representation of motor court configurations in the meeting materials.
- B. Cammarata elaborated on, demonstrating the proposed duplex arrangements and associated parking layouts.
- The Committee agreed to move the proposals forward, with no significant objections.

Outcome:
Council approved this item to move forward to Planning Commission and City Council.

Follow-up Action:
Staff will add this item to the 11/26/24 Planning Commission Agenda and tentatively the January City Council Agenda.

3.c. Pad Ready Commercial Concept
Summary of Issue and Discussion:
Jacob Cox, Director of Development Services

Jacob Cox, Director of Development Services, and Yuriy Gorlov from AEDC presented the concept, emphasizing collaboration and process improvements to help commercial and industrial developers bring projects to market more quickly.

Y. Gorlov highlighted AEDC's mission to attract quality developers and industries by fostering predictability and certainty in development processes. He outlined Aurora's success in expanding business parks and attracting prominent developers like Ambrose, Northpoint, and Hillwood. The focus on market trends and collaboration with city staff has built trust and streamlined efforts, encouraging competitive readiness.

J. Cox detailed the context-based approach to streamline development processes, using Aurora's six established and 21 recently activated business parks as examples. The city collaborates closely with developers, offering proactive support through pre-application meetings, tailored workshops, and strategic permitting. This approach ensures predictability, resolves issues efficiently, and aligns infrastructure and zoning with market demands.

J. Cox provided a case study on the Food Bank of the Rockies project in the Majestic Commerce Center. The project involved a tight timeline, requiring permit

approval within five months. By breaking down the development process into manageable phases—site plans, civil documents, and building permits—the city met all deadlines without requiring special review processes. The success was attributed to effective communication, collaboration, and a pilot team-based review approach.

J. Cox emphasized that the Pad Ready Concept's goal is to replicate these successes citywide, ensuring newer projects and existing parks benefit from an efficient, context-driven process. J. Cox and Y. Gorloy reiterating the importance of strategic partnerships and inviting questions from Council Members.

- CM Bergan inquired about the deadline for the Food Bank of the Rockies project.
- J. Cox explained was driven by specific funding requirements tied to federal programs like HUD. The City's approach involved mapping out a proactive timeline to meet the developer's needs without altering standard processes. By working collaboratively with AEDC and the master developer, Majestic, the city ensured the project met its deadline within existing timelines and requirements.
- CM Bergan further asked about the distinction between pad ready and site ready, emphasizing the need for infrastructure, such as utilities and roads, to be in place.
- J. Cox confirmed that while many pad-ready sites are marketable, some still require additional infrastructure improvements, which can be addressed flexibly during the development process.
- CM Bergan emphasized the importance of preparing larger potential projects with necessary infrastructure.
- J. Cox explained that the city actively works with developers to ensure readiness, particularly for parcels in recently annexed areas requiring extended utilities and roadways. Established parks with existing infrastructure remain the most marketable and efficient opportunities.
- Y. Gorlov highlighted the importance of this initiative for AEDC's marketing efforts, explaining how it differentiates Aurora by offering readily available plots for development. He noted the importance of understanding and vetting company timelines, ensuring realistic expectations, and fostering collaborative planning between developers and the city.

Outcome:
Information only.

Follow-up Action:
None required.

3.d. Retail Strategy Update
Summary of Issue and Discussion:
Andrea Amonick, Business Development & Redevelopment Manager

Andrea Amonick, Business Development and Redevelopment Manager, outlined the strategy's purpose: optimizing retail sales tax generation by supporting existing

businesses, attracting new ones, and revitalizing retail areas. She emphasized that the strategy is being developed entirely in-house, leveraging the team's deep knowledge of Aurora and its businesses.

The process included data collection, meetings with Ward Council Members to understand constituent priorities, and canvassing retail businesses within each Ward. A. Amonick noted that face-to-face engagement proved the most effective method for gathering insights from business owners, though it has been time intensive. Additionally, staff conducted physical assessments of retail areas to evaluate infrastructure and the condition of shopping centers.

The strategy encompasses eight overarching goals, including attracting high-volume retailers, supporting small businesses, assisting with filling vacant spaces, redeveloping underperforming areas, and collaborating with city departments to align policies and trends. A. Amonick highlighted Ward-specific strategies, such as fostering relationships with major retail operators in Ward VI, while noting that many strategies will overlap citywide.

The team is nearing completion of the Ward-level analyses, with four of six Wards mostly done. A draft strategy is expected for internal review by December, followed by presentation to PED in early 2025 for feedback and eventual formal adoption by City Council.

A. Amonick emphasized the importance of tailoring strategies to each Ward's unique characteristics, such as Ward I's smaller operators versus Ward VI's larger, professionally managed centers. The strategy will include both citywide and Ward-specific recommendations to ensure a comprehensive approach.

- CM Bergan expressed appreciation for the Retail Strategy process and highlighted the challenges of engaging with smaller retail centers and understanding issues such as long-term vacancies. She emphasized the importance of maintaining relationships with property owners and leveraging data collected during the strategy development to connect opportunities with the appropriate stakeholders.
- A. Amonick acknowledged these points, noting that owner participation is crucial for activating vacant spaces and that future steps will include discussions with Council on programming, resource allocation, and policy priorities.
- CM Bergan also underscored the need to educate constituents about the City's role in supporting but not directly controlling retail market dynamics, emphasizing that private businesses ultimately make decisions about their operations.
- A. Amonick agreed and reinforced the City's role in facilitating connections and addressing gaps without dictating market outcomes.
- CM Gardner raised concerns about adapting the retail strategy to reflect modern retail trends, including the shift toward service-based and non-traditional retail models. He highlighted the need for tailored strategies for existing small strip malls and considerations for future retail development that anticipates evolving market needs.

- CM Gardner suggested partnering with developers to incorporate innovative retail design ideas, emphasizing the importance of avoiding outdated layouts that could lead to long-term vacancies.
- B. Oliva provided examples of non-traditional retail opportunities, such as Bowlero, entertainment complexes, and recreational uses like pickleball. He explained that non-traditional retail often presents unique challenges, such as zoning and parking, but can still contribute to activating spaces that would otherwise remain vacant. B. Oliva assured the Council that these considerations are being addressed in the strategy.
- CM Gardner emphasized that filling retail spaces, whether through traditional or non-traditional means, should remain a core part of the City's approach to maximize sales tax revenues and avoid economic stagnation in retail areas.
- B. Oliva and A. Amonick affirmed that the final strategy would include these elements, ensuring flexibility and forward-thinking solutions for both existing and future retail development.

Outcome:
Information only.

Follow-up Action:
None required.

3.e. Retail Update 3rd Q 2024

Summary of Issue and Discussion:
Robert Oliva, Senior Project Manager

Robert Oliva, Senior Project Manager, presented the third-quarter retail sales tax generation report for 2024, highlighting a 4.5% year-over-year increase compared to the same period in 2023. He explained that home improvement sales grew by 4.3%, driven by homeowners preparing properties for sale or renovation. Auto dealers faced declining vehicle sales due to high prices, but parts and service departments saw increased activity as consumers maintained older vehicles.

R. Oliva noted an 8.8% decline in electronics and computers due to reduced demand for durable goods and lengthened upgrade cycles. Grocery stores reported consistent growth, fueled by increased hard good offerings generating additional taxable revenue. Clothing and accessories sales declined, affected by unseasonably warm weather delaying back-to-school shopping and a slowdown in fast fashion due to environmental concerns and economic uncertainty.

R. Oliva reported a 2.9% increase in beer, wine, and liquor sales, though smaller liquor stores faced challenges from grocery store competition. Department stores continued to decline as consumers favored specialized retailers, and he emphasized the need to reimagine these spaces to address evolving retail trends.

- Council Member Bergan suggested adding bars in department stores.
- R. Oliva noted some upscale stores, like Bergdorf Goodman, already do.
- Council Member Sundberg added that Nordstrom also features bars.

- R. Oliva provided an update on the third-quarter retail sales tax trends for 2024, highlighting sector-specific insights. Sporting goods experienced a continued decline due to an overhang from COVID-era purchases of durable items like bikes and camping gear, although a slight uptick was attributed to back-to-school spending on team-related goods. Furniture and home furnishings declined by 18.2%, driven by reduced housing market activity and a halt in post-COVID consumer spending in this sector. Oliva noted that recovery in this area hinges on housing market improvements and lower interest rates. R. Oliva explained that bars, restaurants, and eating establishments saw increases, primarily driven by promotional strategies from national chains like Chili's and McDonald's, which successfully used pricing and marketing campaigns to boost sales. However, local establishments struggled to compete, with high costs and less flexibility to offer aggressive promotions. He noted the disparities in performance between national chains and smaller businesses, emphasizing the challenging environment for independent operators.
- CM Sundberg discussed the broader economic challenges, observing that locally owned establishments and home improvement businesses were struggling, which he attributed to inflation and reduced disposable income.
- Sundberg suggested the economy might already be in a recession, despite ongoing debates.
- R. Oliva acknowledged the complex economic landscape, describing it as a potential turning point and expressing hope for a rebound, contingent on improved consumer confidence and economic clarity.

Outcome:
Information only.

Follow-up Action:
None required.

3.f. Housing UDO Analysis Update
Summary of Issue and Discussion:
Steve Timms, Planning Supervisor

Steve Timms, Planning Supervisor, provided an update on the Housing UDO analysis, focusing on upcoming changes and current discussions. He noted that the duplex on motor courts proposal is moving forward, and internal work is ongoing to address state legislative requirements. A recent parking roundtable with developers, the Home Builders Association, and realtors addressed multifamily and single-family parking challenges, including the adequacy of garages, carports, and parking pads. He emphasized the importance of balancing development needs with creating livable communities.

S. Timms explained that a consultant would be brought on after the new year to further analyze parking issues, particularly as lot sizes shrink. He mentioned ongoing research into innovative financing tools and policies related to parking. Small lot and design standard discussions are set to ramp up after the holidays, as these topics are complex and require detailed consideration.

S. Timms outlined a staggered approach to implementing UDO changes, with some updates potentially ready by the first quarter of the following year, while more complex issues like multifamily and small lot standards may take longer. He confirmed that the consultant's scope would cover multiple topics beyond parking.

- Council Member Bergan highlighted the need for timely updates to provide certainty for developers as they plan for market needs.
- Laura Perry confirmed the consultant's broader role in the process.

Outcome:
Information only.

Follow-up Action:
None required.

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4. MISCELLANEOUS MATTERS FOR CONSIDERATION

4. a. Aurora Economic Development Council
- Yuri Gorlov

NO REPORT

4.b. Havana Business Improvement District
- Chance Horiuchi

4.c. Aurora Chamber of Commerce
- Naomi Colwell

NO REPORT

4.d. Planning Commission
- Becky Hogan

NO REPORT

4.e. Oil and Gas Committee
- Brad Pierce

NO REPORT

4.f. Business Advisory Board
- Garrett Walls

NO REPORT

4.g. Retail
- Bob Oliva

NO REPORT

4.h. Small Business
- Elena Vasconez

NO REPORT

4.i. Visit Aurora

- Bruce Dalton

NO REPORT

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5. CONFIRM NEXT MEETING DATE

Scheduled for December 11, 2024, at 8:30 AM MT.

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6. ADJOURNMENT

APPROVED: _____
Francoise Bergan, Committee Chair

Planning and Zoning Commission Minutes
November 26, 2024

Commissioners Present	**Garrett Walls** **Becky Hogan** **Robert Gaiser** **Sonda Banka** **Gayle Jetchick** **Melvin Bush**
Commissioners Absent	**Robert Roth**

1. **Study Session – 5:00 p.m. – Connecting Aurora – Aurora Citywide Multimodal Transportation Master Plan – Huiliang Liu**

2. **Regular Meeting – Call to Order 6:10 p.m.**

3. **Roll Call**

4. **Pledge of Allegiance**
   Not Conducted Due to Virtual Meeting

5. **Approval of the Planning Commission Minutes**
   5.a. November 13, 2024, Draft Minutes

   A MOTION WAS MADE BY CHAIR WALLS AND SECONDED BY COMMISSIONER BANKA TO APPROVE THE MINUTES AS SUBMITTED.

   MOTION PASSED WITHOUT OBJECTION.

6. **Adoption of Agenda**
   A MOTION WAS MADE BY CHAIR WALLS AND SECONDED BY COMMISSIONER HOGAN.

   MOVE TO APPROVE THE DRAFT AGENDA AS THE PERMANENT AGENDA. AGENDA ITEMS 8a-c WILL BE HEARD AT THIS MEETING ALL OTHER AGENDA ITEMS HAVE EITHER BEEN WITHDRAWN, ARE INACTIVE, OR ARE BEING CONTINUED TO A LATER DATE.

   MOTION PASSED WITHOUT OBJECTION.

7. **Consent Agenda**
   Not Conducted Due to Lack of Items

8. General Business

8a. UNIFIED DEVELOPMENT ORDINANCE AMENDMENT – TEXT CHANGE FOR DUPLEXES ON MOTOR COURTS

The Planning and Business Development Department recommends amending the zoning code within the Unified Development Ordinance (UDO) to allow up to eight duplex units on *Motor Court* lot configurations (*ref. UDO 146-4.2.3*). This proposal expands the current code, which only permits single-family detached units, not duplex units on Motor Courts. The proposal also retains the maximum of six single-family detached units on a Motor Court but proposes to allow up to eight duplex units.

Motor Courts were enabled by the zoning code with the UDO in 2019 as a means to allow increased density and diversity of housing products, which also has the potential to contribute to the provision of lower price point homes. Motor Courts are permitted in most residential zone districts and have been a widely used lot type throughout eastern Aurora since 2019.

In the UDO, various design standards apply to Motor Courts and will also apply to duplexes on Motor Courts if approved. Two examples of design standards are the homes along the street must have a front door facing the street, and Motor Courts with over four units are required to include two additional parking spaces in addition to the two required for each unit. The full list of design standards is in UDO Section 146-4.2.3.E.

This proposed ordinance also clarifies that duplexes are permitted on *green courts*. This allowance is already in place per the definition of green courts in the UDO, but the amendment communicates this allowance more consistently with the rest of the code.

Some members of the homebuilding community have identified this amendment as a desirable addition to the UDO. This proposal was brought to the Planning and Economic Development (PED) council subcommittee on November 13, 2024, and they supported advancing the proposal through the public process.

Testimony Given at the Hearing:

Brandon Cammarata, Planning Manager, gave a presentation of the item, including the staff recommendation.

Commissioner Jetchick asked for clarification on the number of units that will be allowed. B. Cammarata responded that four duplexes for a total of eight units would be allowed for each motor court.

Commissioner Hogan asked if the development community had the opportunity to give input on this change to the UDO. B. Cammarata responded affirmatively and further explained that it was something that could be advanced that would not have impacts on other items in the code. Commissioner Hogan asked if the development community indicated their support on this item. B. Cammarata responded that there was support for the amendment.

Planning Commission Results
AGENDA ITEM 8a – ORDINANCE TEXT AMENDMENT

A MOTION WAS MADE BY COMMISSIONER HOGAN AND SECONDED BY COMMISSIONER BUSH.

RECOMMEND APPROVAL TO THE AURORA CITY COUNCIL OF THE ORDINANCE TEXT AMENDMENT TO THE UDO TO ALLOW UP TO EIGHT DUPLEX UNITS ON A MOTOR COURT BECAUSE THE PROPOSAL COMPLIES WITH THE REQUIREMENTS OF SECTION 146-5.4.1.C.3.B OF THE UNIFIED DEVELOPMENT ORDINANCE FOR THE FOLLOWING REASONS:

1. THE PROPOSAL IS CONSISTENT WITH AURORA PLACES' GOALS OF PROVIDING MORE HOUSING CHOICES AND,
2. DEMAND FOR A VARIETY OF HOUSING TYPES CONTINUES TO GROW, AND
3. NEIGHBORHOOD DESIGN REQUIREMENTS CAN SUPPORT THIS APPROACH AND NOT CREATE MATERIAL RISKS TO PUBLIC HEALTH, SAFETY, AND WELFARE.

Further Discussion:
Chair Walls stated full support for the UDO Amendment as it helps to incentivize development, especially on small and odd-shaped parcels of land. Furthermore, the development community has let it be known that this type of amendment would allow for higher density on smaller parcels which is desirable.

MOTION PASSED UNANIMOUSLY.

8a. UNIFIED DEVELOPMENT ORDINANCE AMENDMENT – TEXT CHANGE FOR FENCES

The Planning and Business Development Department recommends amending the zoning code within the Unified Development Ordinance (UDO) to allow residential side and rear yard privacy fences up to eight feet tall along collector and arterial streets. This is an increase from the current allowance of six feet (*ref. UDO 146-4.7.9.L*).

This proposal is likely to impact older developments where homes back to arterial streets. The city has received multiple requests for fence height increases from existing homes backing streets like Havana Street and Chambers Road. These requests have been processed as variances supported by staff and approved by the Board of Appeals and Adjustments (BOAA). Based on the results of the variance approvals this proposed code amendment may result in inconsistent fence heights on existing corridors, but not significant negative results.

This proposal was heard at the November 13 Planning and Economic Development Council subcommittee, and no concerns were expressed.

Testimony Given at the Hearing:

Brandon Cammarata, Planning Manager, gave a presentation of the item, including the staff recommendation.

The Planning Commission did not have any questions for staff.

Planning Commission Results
AGENDA ITEM 8a – ORDINANCE TEXT AMENDMENT

A MOTION WAS MADE BY COMMISSIONER BANKA AND SECONDED BY COMMISSIONER HOGAN.

RECOMMEND APPROVAL TO THE AURORA CITY COUNCIL OF THE ORDINANCE TEXT AMENDMENT TO THE UDO TO ALLOW PRIVACY FENCES ALONG COLLECTOR AND ARTERIAL STREETS TO BE UP TO EIGHT FEET IN HEIGHT BECAUSE THE PROPOSAL COMPLIES WITH THE REQUIREMENTS OF SECTION 146-5.4.1.C.3.B OF THE UNIFIED DEVELOPMENT ORDINANCE FOR THE FOLLOWING REASONS:

1. THE FLEXIBILITY FOR INCREASING FENCE HEIGHTS ALONG HIGH VOLUME AND SPEED STREETS SUPPORTS ESTABLISHED NEIGHBORHOODS IN AURORA PLACES AND
2. THIS HAS BEEN A REOCCURRING REQUEST FOR VARIANCES AND IS NOT CONTRARY TO OTHER PUBLIC GOALS ALONG THESE CORRIDORS AND NOT SHOWN TO CREATE MATERIAL RISKS TO PUBLIC HEALTH, SAFETY, AND WELFARE.

Further Discussion:
Commissioner Jetchick supported the change to allow the height increase to eight feet, many residents along Havana have wanted to increase the height of their fences. Peoria Street is another section of the city that will take advantage of this amendment.

Chair Walls also supported the change and noted that there are residents along the Hampden corridor who have wanted to increase the fence heights due to noise from the heavy traffic. Chair Walls stated appreciation for staff for bringing this amendment forward and looks forward to other amendments to increase the functionality of the UDO

Commissioner Hogan stated appreciation that residents will now have an option for fencing.

MOTION PASSED UNANIMOUSLY.

8c. IRON HAMMER -SITE PLAN AMENDMENT

The applicant, Iron Hammer, Inc., is proposing to construct an 18,500-square-foot multi-tenant office/flex warehouse building on approximately 1.61 acres of land. The site is located on the southwest corner of the intersection of E. Lockheed Drive and N. Laredo Street. The site is zoned I-1 (Business/Tech District) within Subarea B and is part of the Innovation Campus placetype. The site is bordered by an information services center to the west, vacant land with a recently approved Site Plan for office/flex warehouse to the south, outdoor storage and DBC Irrigation Supply to the east and a Verizon switching center to the north across E. Lockheed Drive.

The proposed 18,500-square-foot building will be one story with six planned units. Three of the units are intended to be occupied by Iron Hammer, Inc., an existing business in Aurora moving from 12001 E 33rd Avenue. This use includes storage, distribution, warehousing, light manufacturing, and accessory outdoor storage for a steel fabrication business. The remaining three units are intended to be rented to tenants with long-term leases. The proposed building will face Laredo Street to the east, with parking located between the building and the street. Dock doors will be oriented west to the interior of the site. A wrought iron metal fence is proposed on the site perimeter. A 33.8’ by 58’ outdoor storage area is proposed in the southwest corner of the site, screened from Lockheed Drive with a solid fence. Landscape buffers on the south and west property lines will also screen and buffer the site. The architecture of the building has been designed to meet or exceed the building design requirements of the Unified Development Ordinance (UDO) and will be primarily comprised of 42” of concrete wainscotting, architectural metal accents, and metal siding. Architectural elements will include varying parapet height, material color variation, and awnings. 24 automobile parking stalls will be provided, including two accessible stalls, exceeding the 20-stall parking requirement for this proposal.

This site, along with the property to the south, was previously approved as Phase 2 of the Lockheed Facility Site Plan in 1990. That phase was never developed. The current proposed development would replace the previous Site Plan.

Testimony Given at the Hearing:
Commissioners Jetchick and, Banka, visited the site.

Stacy Wasinger, Case Manager, gave a presentation of the item, including the staff recommendation.

Commissioner Jetchick noted that there was a large pile of trash along Laredo Street during the site visit and asked if no dumping signs would be posted.

S Wasinger responded that it would be up to the applicant to post the signs and added that as the site is developed it should alleviate that circumstance.

Jesse Donovan, Brightlighter Engineering, LLC, 3253 N Gaylord Street, Denver, CO, representing the applicant, was available for questions.

Planning Commission Results
AGENDA ITEM 8c – SITE PLAN AMENDMENT

A MOTION WAS MADE BY CHAIR WALLS AND SECOND BY COMMISSIONER BANKA.

APPROVE, WITH ONE CONDITION, THE SITE PLAN BECAUSE IT COMPLIES WITH THE REQUIREMENTS OF CODE 146-5.4.3.B.2 OF THE UNIFIED DEVELOPMENT ORDINANCE FOR THE FOLLOWING REASONS:

1. THE SITE PLAN COMPLIES WITH THE STANDARDS AND REVIEW CRITERIA OF THE BUSINESS/TECH ZONE DISTRICT AND THE INNOVATION CAMPUS PLACETYPE OF THE AURORA PLACES COMPREHENSIVE PLAN;
2. THE SITE PLAN COMPLIES WITH ALL APPLICABLE STANDARDS IN THE UDO;
3. CITY INFRASTRUCTURE WILL BE IMPROVED IN ASSOCIATION WITH THIS DEVELOPMENT THROUGH THE CONSTRUCTION OF AND IMPROVEMENT TO ADJACENT SIDEWALKS TO THE DEVELOPMENT;
4. THE PROPOSED DEVELOPMENT IS COMPATIBLE WITH THE SURROUNDING LAND USES; AND
5. MEASURES HAVE BEEN TAKEN TO MITIGATE ADVERSE IMPACTS ON THE SURROUNDING DEVELOPMENT.

APPROVAL IS TO BE SUBJECT TO THE FOLLOWING CONDITION:

1. RESOLUTION OF OUTSTANDING TECHNICAL ISSUES PRIOR TO THE RECORDATION OF THE SITE PLAN AND ISSUANCE OF ANY BUILDING PERMITS.

Further Discussion:
No further discussion occurred.

MOTION PASSED UNANIMOUSLY.

9. Public Invited to be Heard
None

10. Commissioner Comments/Miscellaneous Items of Business
Commissioner Banka asked if lighting was required in new subdivisions by mailbox kiosks. Brandon Cammarata, Planning Manager, responded that the zoning code does not have specific requirements for lighting at mailbox banks. Commissioner Gaiser noted that mailbox banks in many communities do not have sufficient lighting.

Chair Walls asked what the proper venue/path for this type of concern is.

A general discussion ensued.

Commissioner Hogan noted that a draft agenda for study sessions has been provided to Planning staff and will be presented to the Commission in January. It was asked if commissioners had topics of interest for the 2025 calendar year to send them to Commissioner Hogan.

Chair Walls complimented S Wasinger for the presentation on the Iron Hammer agenda item, the presentation was done very well and was appreciated.

11. Reports
11a. Report by Planning Division Manager
Brandon Cammarata, Panning Division Manager reviewed the Administrative Decisions made over the past two weeks which included: Aspen South Lateral, Site Plan Amendment, and Lussing Trust North Later, Site Plan Amendment.

B. Cammarata also acknowledged that work is being done on study session topics for the 2025 calendar year.

Susan Chapel, Project Coordinator III, staff liaison, gave an update on the Holiday Get-Together.

11b. Report by City Attorney
Lena McClelland, Assistant City Attorney, did not have a report.

12. Adjournment
Chairman Walls adjourned the meeting at 6:53 p.m. until Wednesday, December 11, 2024.

Minutes Approved

City of Aurora
Planning Commission Case Report

Project Title: Unified Development Ordinance - Text Change Residential Fence Height along Collector and Arterial Streets
Date: November 26, 2024
Development Application Number: DA-2163-20
Case Number: 2018-1006-20
Case Manager: Brandon Cammarata
Applicant: City of Aurora
General Location: Within the boundaries of the city
Wards: All

Project Summary:

The Planning and Business Development Department recommends amending the zoning code within the Unified Development Ordinance (UDO) to allow residential side and rear yard privacy fences up to eight feet tall along collector and arterial streets. This is an increase from the current allowance of six feet (*ref. UDO 146-4.7.9.L*).

This proposal is likely to impact older developments where homes back to arterial streets. The city has received multiple requests for fence height increases from existing homes backing streets like Havana Street and Chambers Road. These requests have been processed as variances supported by staff and approved by the Board of Appeals and Adjustments (BOAA). Based on the results of the variance approvals this proposed code amendment may result in inconsistent fence heights on existing corridors, but not significant negative results.

This proposal was heard at the November 13 Planning and Economic Development Council subcommittee, and no concerns were expressed.

Request:

Recommend Approval of the Ordinance Text Amendment to the Unified Development Ordinance

Additional Information:

- Examples where increased fence height is applicable.

Examples where increased fence height is applicable.

The Google Street View below shows a typical location where this request has been made. The picture is along Havana Street near 4th Avenue. Residents asking for the higher fences cite privacy, security, and noise as their reasons for requesting them.

This allowance is anticipated to be less utilized in new neighborhoods, which tend to have fewer situations with homes backing arterials, and when they do, a buffer is required between the public sidewalk and the homes.



Summary of Staff Recommendation:

Recommend approval. (See the last page of the report for the vote.)

Detailed Case Analysis

Public Notification:

Legal notice appeared in the Aurora Sentinel on November 14, 2024.

Conformance with Code Criteria:

1. **Ordinance Text Amendment Approval Criteria -** Ordinance Text Amendment approval criteria are found in Section 146-5.4.1.C.3.b of the UDO as follows:
   1. The proposed Ordinance amendment is consistent with the spirit and intent of the Comprehensive Plan and with other policies and plans adopted by the City Council; and
   (a) The change to the Ordinance text is required because of changed conditions or circumstances in all or a portion of the City; or
   (b) The change to the Ordinance text is required to address a new or unforeseen threat to the public health, safety, and welfare; or
   (c) The change to the Ordinance text is required to promote economic growth and investment that will not create material risks to the public health, safety, and welfare.

   The proposed Ordinance Text Amendment complies with the approval criteria for the following reasons:

   - The flexibility for increasing fence heights along high volume and speed streets supports Established Neighborhoods in Aurora Places and
   - This has been a reoccurring request for variances and is not contrary to other public goals along these corridors and not shown to create material risks to public health, safety, and welfare.

Compliance with Comprehensive Plan:

This proposal is consistent with Aurora Places' goals described in Chapter 6 of the Comprehensive Plan for supporting established neighborhoods. Allowing residents to invest in their properties in this manner supports existing neighborhoods.

Exhibits:

Exhibit A Draft Ordinance

Staff Recommendation:

Agenda Item 8b: Ordinance Text Amendment for Residential Fence Height Along Collector and Arterial Streets

Recommend approval to the Aurora City Council of the Ordinance Text Amendment to the UDO to allow privacy fences along collector and arterial streets to be up to eight feet in height because the proposal complies with the requirements of Section 146-5.4.1.C.3.b of the Unified Development Ordinance for the following reasons:

- The flexibility for increasing fence heights along high volume and speed streets supports Established Neighborhoods in Aurora Places and
- This has been a reoccurring request for variances and is not contrary to other public goals along these corridors and not shown to create material risks to public health, safety, and welfare.

ORDINANCE NO. 2025- ____

A BILL

FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, AMENDING SECTION 146-4.7.9 OF THE UNIFIED DEVELOPMENT ORDINANCE PERTAINING TO FENCING

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 November 26, 2024, following a public hearing, the Planning and Zoning Commission voted to recommend the ordinance text amendment to City Council.

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

Section 1. Section 146-4.7.9.L.1 Table 4.7-4 of the Unified Development Ordinance of the City of Aurora, Colorado, is hereby amended as follows:

Table 4.7-4 Fence Location and Height: Residential Uses	
Standard	**Requirements**
Front Yards	
Height	Maximum 42 inches
Setback	Fence – 18 inches minimum from back of sidewalk, unless larger setback required per by another provision of this UDO.
Side Yards (See Section 146-4.7.9.H for new fencing along Arterial and Collector Streets)	
Height	Maximum six feet**; except fences along arterial or collector streets may be up to eight feet**
Setback	Four feet minimum from back of sidewalk, if replacing an existing fence
	Where existing homes that share a rear yard fence, the fence may be located on the lot line.
Rear Yards (See Section 146-4.7.9.H for new fencing along Arterial and Collector Streets)	
Height	Maximum six feet**; except fences along arterial or collector streets may be up to eight feet**

Setback	Four feet minimum from back of sidewalk, if replacing an existing fence
	Where existing homes that share a rear yard fence, the fence may be located on the lot line.

Section 2. Severability. The provisions of this Ordinance are hereby declared to be severable. If any section, paragraph, clause, or provision of this Ordinance shall, for any reason, be held to be invalid or unenforceable by a court of competent jurisdiction, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Ordinance.

Section 3. Pursuant to Section 5-5 of the Charter of the City of Aurora, Colorado, the second publication of this Ordinance shall be by reference, utilizing the ordinance title. Copies of this Ordinance are available at the Office of the City Clerk.

Section 4. Repealer. All orders, resolutions, or ordinances in conflict with this Ordinance or with any of the documents hereby approved, are hereby repealed only to the extent of such conflict. This repealer shall not be construed as reviving any resolution, ordinance, or part thereof, heretofore repealed.

INTRODUCED, READ AND ORDERED PUBLISHED this _____ day of _____, 2025.

PASSED AND ORDERED PUBLISHED this _____ day of _____, 2025.

_____
MIKE COFFMAN, Mayor

ATTEST:

_____

KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM BY CITY ATTORNEY PETE SHULTE:

Lena McClelland RLA
_____
LENA MCCLELLAND, Assistant City Attorney

CITY OF AURORA
Council Agenda Commentary

Item Title: Unified Development Ordinance Text Change to Allow Duplexes on Motor Courts (Ordinance)
Item Initiator: Brandon Cammarata, Manager, Planning and Business Development
Staff Source/Legal Source: Brandon Cammarata, Manager, Planning and Business Development; Lena McClelland, Assistant City Attorney
Outside Speaker: N/A
Council Goal: 2012: 4.0--Create a superior quality of life for residents making the city a desirable place to live and work

COUNCIL MEETING DATES:

Study Session: 1/13/2025

Regular Meeting: 1/27/2025

2nd Regular Meeting (if applicable): 2/10/2025

Item requires a Public Hearing: ☒ Yes ☐ No

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

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

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

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

☐ Approve Item and Move Forward to Study Session

☐ Approve Item as Proposed at Study Session

☒ Approve Item and Move Forward to Regular Meeting

☐ Approve Item as Proposed at Regular Meeting

☐ Information Only

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

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Planning and Zoning Commission

Policy Committee Date: 11/26/2024

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 proposal came before the Planning and Economic Development subcommittee on November 13, 2024. General support for this amendment was represented by the subcommittee. A public hearing was held at the Planning and Zoning Commission on November 26, 2024 and the commission recommended approval unanimously (6-0). Minutes of both meetings are attached.

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

The Planning and Business Development Department recommends amending the zoning code within the Unified Development Ordinance (UDO) to allow up to eight duplex units on Motor Court lot configurations (ref. UDO 146-4.2.3). This proposal expands the current code, which only permits single-family detached units, not duplex units on Motor Courts. The proposal also retains the maximum of six single-family detached units on a Motor Court but proposes to allow up to eight duplex units.

Motor Courts were enabled by the zoning code with the UDO in 2019 as a means to allow limited increased density and diversity of housing products, which also has the potential to contribute to the provision of lower price point homes. Motor Courts are permitted in most residential zone districts and have been a widely used lot type throughout eastern Aurora since 2019.

In the UDO, various design standards apply to Motor Courts and will also apply to duplexes on Motor Courts if approved. Two examples of design standards are the homes along the street must have a front door facing the street, and Motor Courts with over four units are required to include two additional parking spaces in addition to the two required for each unit. The full list of design standards is in UDO Section 146-4.2.3.E.

This proposed ordinance also clarifies that duplexes are permitted on green courts. This allowance is already in place per the definition of green courts in the UDO, but the amendment communicates this allowance more consistently with the rest of the code.

Some members of the homebuilding community have identified this amendment as a desirable addition to the UDO. This proposal was brought to the Planning and Economic Development (PED) council subcommittee on November 13, 2024, and they supported advancing the proposal through the public process. Planning Commission recommended approval of the ordinance on November 26, 2024.

Additional Information:

- Small Lots
- Parking
- Typical Green Court Configuration

Small Lots.
Motor Courts are enabled in the package of development options known as "Small Lots" in the UDO. This section of the code was established by the UDO in 2019 to enable higher single family densities over limited areas and a allow a greater variety of housing options. Currently "small lots" are limited to 50% of the single lot units in a development. This has been the predominant approach to development in eastern Aurora since then. Before the enabling of small lots, most development occurred at 3 to 5 dwelling units per acre. With small lots, we routinely see areas developed at 6 to 8 DUA, which should or could produce lower price points.

With the increased densities, neighborhoods require more robust features to support the density.

- Street Network – A more highly connected street network.
- Park Space – Greater frequency of active park spaces to produce proximity to small lot residents which typically have minimal private outdoor space.
- Mixed Uses – assure proximity to retail and schools.

- Walkable Streets – With the more intense use of on-street parking and proximity to places, walkable streets with detached sidewalks, street trees, and fewer driveways are important.
- Product Variations – Avoid areas of a single type of higher-density product.
- Buildings facing streets – The buildings along the street need to face the street to support eyes and activity on the street, logical maintenance expectations, and aesthetic quality.

Parking.
Motor Court configurations put additional pressure on on-street parking because more homes are on each block than in traditional home layouts. For example, where you would have two homes under a traditional lot layout with Motor Courts, you would have 4 to 8 homes on that street frontage (and instead of 10 traditional homes, 20 to 40 Motor Court homes). For the same reasons that the parking pressures are created, Motor Courts can yield lower price points than traditional home layouts.

The primary and preferred tool for addressing on-street parking pressure is to avoid large areas dedicated to the Motor Court product and instead try to mix Motor Courts with product types that put less pressure on on-street parking, such as traditional alley-loaded products. Also, having Motor Courts with four units has less impact than Motor Courts with 6 or 8 units. As mentioned, Motor Courts require two additional guest parking spaces when a Motor Court exceeds four units.

Typical Motor Court Configuration

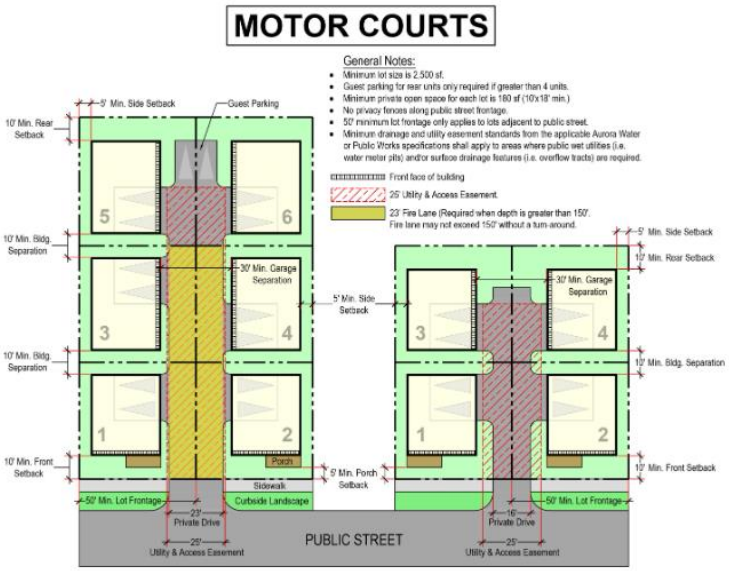


Figure 4.2-3: Motor Courts

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 an amendment to the Unified Development Ordinance (UDO) to add duplexes as an allowable product type on motor court lot configurations.

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)

UDO TEXT AMENDMENT TEXT CHANGES
Duplexes on Motor Courts

Project No: DA-2163-19
Public Hearing
Aurora City Council

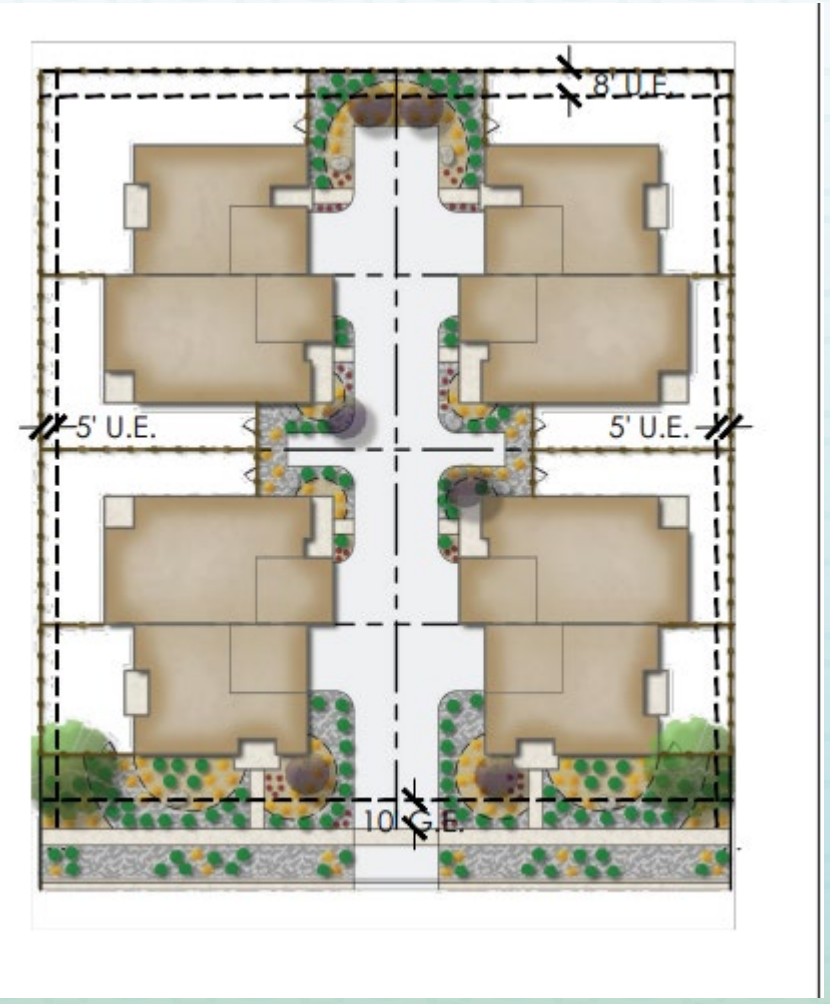
REQUEST

- Unified Development Ordinance (UDO) Amendment:
  - Allow up to eight (8) duplex units on a Motor Court

- In accordance with the City of Aurora Zoning Ordinance, Sec. 146-5.4.1.3.b, <u>Ordinance Text Amendments</u>:

Applicant: City Staff

Project Location: Citywide



Background – Motor Courts

- Enabled in 2019
  - one of numerous “small lot” options
- Current allowance:
  - Single Family Detached; Up to 6 units
- Widely used in new development
- Provides for higher density option



Small Lots

A limited % of “small lots”; based on limited supportive infrastructure

- Street Network –connected street network.
- Park Space – Greater Proximity.
- Mixed Uses –Proximity to retail and schools.
- Walkable Streets – With the more intense use of on-street parking and proximity to places, walkable streets with detached sidewalks, street trees, and fewer driveways are important.
- Product Variations – Avoid areas of a single type of higher-density product.
- Buildings facing streets – The buildings along the street need to face the street to support eyes and activity on the street, logical maintenance expectations, and aesthetic quality.

APPROVAL CRITERIA

- In compliance with the City of Aurora Zoning Ordinance, Sec. 146-5.4.1.3.b, Ordinance Text Amendments:

  i. The applicant has demonstrated that the proposed Ordinance amendment is consistent with the spirit and intent of the Comprehensive Plan and with other policies and plans adopted by the City Council; and

  a. The change to the Ordinance text is required because of changed conditions or circumstances in all or a portion of the city; or

  b. The change to the Ordinance text is required to address a new or unforeseen threat to the public health, safety, and welfare; or

  c. The change to the Ordinance text is required to promote economic growth and investment that will not create material risks to the public health, safety, and welfare.

STAFF FINDINGS

- The proposal is consistent with Aurora Places' goals of providing more housing choices and,
- Demand for a variety of compact housing types continues to grow, and
- Neighborhood design requirements can support this approach and not create material risks to public health, safety, and welfare.

PLANNING AND ECONOMIC DEVELOPMENT POLICY COMMITTEE MEETING MINUTES

Date: **November 13, 2024**
Time: **8:30 am**

Members Present	Chair: Council Member Francoise Bergan, Vice Chair: Council Member Curtis Gardner, Council Member Steve Sundberg
Others Present	Aja Tibbs, Alejandra Major, Andrea Amonick, Ariana Muca, Bob Roth, Brandon Cammarata, Brenda Kenney, Brian Rulla, Brit Vigil, Cathy DeWolf, Cesarina Dancy, Chad Argentar, Chad Giron, Chance Horiuchi, Crystal Vigil, Daniel Krzyzanowski, Darren Akrie, David Schoonmaker, David Scott, Deborah Bickmire, Diana Rael, Gayle Jetchick, Geoff Babbitt Jacob Cox, Jake Calegari, Jeffrey Moore, Jennifer Orozco, Jeremiah Fettig, Jose Rodriguez, Julie Patterson, Kelly Bish, Laura Perry, Leah Ramsey, Lena McClelland, Leticia Callanen, Mac Callison, Marisa Noble, Maurice Healy, Megan Waldschmidt, Melissa Rogers, Michael Kerrigan, Mindy Parnes, Morgan Cullen, Morgan Jennings, Naomi Colwell, Robert Oliva, Sarah Wile, Scott Berg, Stacy Wasinger, Stephen E Rodriguez, Stephen Gubrud, Steve Timms, Sunny Banka, Thomas Blevins, Tod Kuntzelman, Tom Oldenburg, Wendy Renee, Wendy Vue, Yuriy Gorlov

1. CALL TO ORDER

2. APPROVAL OF OCTOBER 9, 2024, DRAFT MINUTES–COUNCIL MEMBER BERGAN

2.a. The minutes were approved.

3. GENERAL BUSINESS

3.a. Minor Text Updates to City Code Chapter 135 Oil and Gas Manual

Summary of Issue and Discussion:
Jeffrey S. Moore, Manager Energy & Environment Division

Jeffrey S. Moore, Manager of the Energy and Environment Division, provided a detailed presentation on the proposed changes to Chapter 135 of the Aurora City Code. He explained that the manual, initially passed in 2021, had not been updated since its adoption. The proposed updates are necessary to align with recent changes at the state and local levels, including the rebranding of the Colorado Oil and Gas

Conservation Commission (COGCC) to the Energy and Carbon Management Commission (ECMC). These changes, though minor, require extensive textual revisions throughout the chapter.

J. Moore clarified that the updates do not alter the existing regulations, which remain effective, nor do they address well maintenance and workover easements around plugged wells, which will be handled in a future update to the Unified Development Ordinance (UDO). Locally, updates also include renaming the Oil and Gas Division to the Energy and Environment Division, aligning the appeals process in Chapter 135 with the UDO, and shifting administrative approval authority from his position to the Planning and Business Development Director for consistency with other city departments.

Further, the updates incorporate minor wording adjustments from Public Works to ensure consistency across city regulations. These include changes to terms such as pre-submittal meeting to pre-acceptance review and updates to subsurface utility investigation requirements to align with Colorado Revised Statutes. The presentation concluded with a proposal to move the updates forward to a Study Session scheduled for December 2nd, pending notification provisions.

J. Moore expressed openness to questions and requested Council's support for the updates, which received no objections from members.

Outcome:
Council approved this item to move forward to Study Session.

Follow-up Action:
Staff will add this item to the Study Session Agenda.

3.b. UDO Amendments to Allow Duplexes on Motor Courts and Increase Fence Height on Collectors and Arterials
Summary of Issue and Discussion:
Brandon Cammarata, Planning Manager

Brandon Cammarata, Planning Manager, presented the proposals, which focus on design standards within the Unified Development Ordinance (UDO). He sought the Committee's support for advancing these amendments to the Planning Commission and City Council, with an optional Study Session before the public hearing.

The first amendment proposes increasing the maximum height for residential privacy fences from six feet to eight feet along collector and arterial streets. This change addresses numerous variance requests from residents with properties adjacent to high-volume, high-speed streets, such as Havana and Chambers, and aims to formalize a practice already supported by staff and the Board of Adjustment.

The second amendment involves motor courts, which are currently limited to six single-family detached homes sharing a single driveway. This proposal would allow this arrangement for up to eight duplexes.

This proposal reflects an approach to permit more housing options and is not anticipated to have significant adverse impacts beyond those presented by existing allowances.

B. Cammarata addressed questions regarding parking needs, explaining that motor courts function similarly to alleys and include design features to manage access effectively.

- CM Sundberg expressed concern about motor courts being used as shortcuts, referencing Murphy Creek as a positive example of a private drive design that avoids public street connectivity.
- CM Perry highlighted the visual representation of motor court configurations in the meeting materials.
- B. Cammarata elaborated on, demonstrating the proposed duplex arrangements and associated parking layouts.
- The Committee agreed to move the proposals forward, with no significant objections.

Outcome:
Council approved this item to move forward to Planning Commission and City Council.

Follow-up Action:
Staff will add this item to the 11/26/24 Planning Commission Agenda and tentatively the January City Council Agenda.

3.c. Pad Ready Commercial Concept
Summary of Issue and Discussion:
Jacob Cox, Director of Development Services

Jacob Cox, Director of Development Services, and Yuriy Gorlov from AEDC presented the concept, emphasizing collaboration and process improvements to help commercial and industrial developers bring projects to market more quickly.

Y. Gorlov highlighted AEDC's mission to attract quality developers and industries by fostering predictability and certainty in development processes. He outlined Aurora's success in expanding business parks and attracting prominent developers like Ambrose, Northpoint, and Hillwood. The focus on market trends and collaboration with city staff has built trust and streamlined efforts, encouraging competitive readiness.

J. Cox detailed the context-based approach to streamline development processes, using Aurora's six established and 21 recently activated business parks as examples. The city collaborates closely with developers, offering proactive support through pre-application meetings, tailored workshops, and strategic permitting. This approach ensures predictability, resolves issues efficiently, and aligns infrastructure and zoning with market demands.

J. Cox provided a case study on the Food Bank of the Rockies project in the Majestic Commerce Center. The project involved a tight timeline, requiring permit

approval within five months. By breaking down the development process into manageable phases—site plans, civil documents, and building permits—the city met all deadlines without requiring special review processes. The success was attributed to effective communication, collaboration, and a pilot team-based review approach.

J. Cox emphasized that the Pad Ready Concept's goal is to replicate these successes citywide, ensuring newer projects and existing parks benefit from an efficient, context-driven process. J. Cox and Y. Gorloy reiterating the importance of strategic partnerships and inviting questions from Council Members.

- CM Bergan inquired about the deadline for the Food Bank of the Rockies project.
- J. Cox explained was driven by specific funding requirements tied to federal programs like HUD. The City's approach involved mapping out a proactive timeline to meet the developer's needs without altering standard processes. By working collaboratively with AEDC and the master developer, Majestic, the city ensured the project met its deadline within existing timelines and requirements.
- CM Bergan further asked about the distinction between pad ready and site ready, emphasizing the need for infrastructure, such as utilities and roads, to be in place.
- J. Cox confirmed that while many pad-ready sites are marketable, some still require additional infrastructure improvements, which can be addressed flexibly during the development process.
- CM Bergan emphasized the importance of preparing larger potential projects with necessary infrastructure.
- J. Cox explained that the city actively works with developers to ensure readiness, particularly for parcels in recently annexed areas requiring extended utilities and roadways. Established parks with existing infrastructure remain the most marketable and efficient opportunities.
- Y. Gorlov highlighted the importance of this initiative for AEDC's marketing efforts, explaining how it differentiates Aurora by offering readily available plots for development. He noted the importance of understanding and vetting company timelines, ensuring realistic expectations, and fostering collaborative planning between developers and the city.

Outcome:
Information only.

Follow-up Action:
None required.

3.d. Retail Strategy Update
Summary of Issue and Discussion:
Andrea Amonick, Business Development & Redevelopment Manager

Andrea Amonick, Business Development and Redevelopment Manager, outlined the strategy's purpose: optimizing retail sales tax generation by supporting existing

businesses, attracting new ones, and revitalizing retail areas. She emphasized that the strategy is being developed entirely in-house, leveraging the team's deep knowledge of Aurora and its businesses.

The process included data collection, meetings with Ward Council Members to understand constituent priorities, and canvassing retail businesses within each Ward. A. Amonick noted that face-to-face engagement proved the most effective method for gathering insights from business owners, though it has been time intensive. Additionally, staff conducted physical assessments of retail areas to evaluate infrastructure and the condition of shopping centers.

The strategy encompasses eight overarching goals, including attracting high-volume retailers, supporting small businesses, assisting with filling vacant spaces, redeveloping underperforming areas, and collaborating with city departments to align policies and trends. A. Amonick highlighted Ward-specific strategies, such as fostering relationships with major retail operators in Ward VI, while noting that many strategies will overlap citywide.

The team is nearing completion of the Ward-level analyses, with four of six Wards mostly done. A draft strategy is expected for internal review by December, followed by presentation to PED in early 2025 for feedback and eventual formal adoption by City Council.

A. Amonick emphasized the importance of tailoring strategies to each Ward's unique characteristics, such as Ward I's smaller operators versus Ward VI's larger, professionally managed centers. The strategy will include both citywide and Ward-specific recommendations to ensure a comprehensive approach.

- CM Bergan expressed appreciation for the Retail Strategy process and highlighted the challenges of engaging with smaller retail centers and understanding issues such as long-term vacancies. She emphasized the importance of maintaining relationships with property owners and leveraging data collected during the strategy development to connect opportunities with the appropriate stakeholders.
- A. Amonick acknowledged these points, noting that owner participation is crucial for activating vacant spaces and that future steps will include discussions with Council on programming, resource allocation, and policy priorities.
- CM Bergan also underscored the need to educate constituents about the City's role in supporting but not directly controlling retail market dynamics, emphasizing that private businesses ultimately make decisions about their operations.
- A. Amonick agreed and reinforced the City's role in facilitating connections and addressing gaps without dictating market outcomes.
- CM Gardner raised concerns about adapting the retail strategy to reflect modern retail trends, including the shift toward service-based and non-traditional retail models. He highlighted the need for tailored strategies for existing small strip malls and considerations for future retail development that anticipates evolving market needs.

- CM Gardner suggested partnering with developers to incorporate innovative retail design ideas, emphasizing the importance of avoiding outdated layouts that could lead to long-term vacancies.
- B. Oliva provided examples of non-traditional retail opportunities, such as Bowlero, entertainment complexes, and recreational uses like pickleball. He explained that non-traditional retail often presents unique challenges, such as zoning and parking, but can still contribute to activating spaces that would otherwise remain vacant. B. Oliva assured the Council that these considerations are being addressed in the strategy.
- CM Gardner emphasized that filling retail spaces, whether through traditional or non-traditional means, should remain a core part of the City's approach to maximize sales tax revenues and avoid economic stagnation in retail areas.
- B. Oliva and A. Amonick affirmed that the final strategy would include these elements, ensuring flexibility and forward-thinking solutions for both existing and future retail development.

Outcome:
Information only.

Follow-up Action:
None required.

3.e. Retail Update 3rd Q 2024

Summary of Issue and Discussion:
Robert Oliva, Senior Project Manager

Robert Oliva, Senior Project Manager, presented the third-quarter retail sales tax generation report for 2024, highlighting a 4.5% year-over-year increase compared to the same period in 2023. He explained that home improvement sales grew by 4.3%, driven by homeowners preparing properties for sale or renovation. Auto dealers faced declining vehicle sales due to high prices, but parts and service departments saw increased activity as consumers maintained older vehicles.

R. Oliva noted an 8.8% decline in electronics and computers due to reduced demand for durable goods and lengthened upgrade cycles. Grocery stores reported consistent growth, fueled by increased hard good offerings generating additional taxable revenue. Clothing and accessories sales declined, affected by unseasonably warm weather delaying back-to-school shopping and a slowdown in fast fashion due to environmental concerns and economic uncertainty.

R. Oliva reported a 2.9% increase in beer, wine, and liquor sales, though smaller liquor stores faced challenges from grocery store competition. Department stores continued to decline as consumers favored specialized retailers, and he emphasized the need to reimagine these spaces to address evolving retail trends.

- Council Member Bergan suggested adding bars in department stores.
- R. Oliva noted some upscale stores, like Bergdorf Goodman, already do.
- Council Member Sundberg added that Nordstrom also features bars.

- R. Oliva provided an update on the third-quarter retail sales tax trends for 2024, highlighting sector-specific insights. Sporting goods experienced a continued decline due to an overhang from COVID-era purchases of durable items like bikes and camping gear, although a slight uptick was attributed to back-to-school spending on team-related goods. Furniture and home furnishings declined by 18.2%, driven by reduced housing market activity and a halt in post-COVID consumer spending in this sector. Oliva noted that recovery in this area hinges on housing market improvements and lower interest rates. R. Oliva explained that bars, restaurants, and eating establishments saw increases, primarily driven by promotional strategies from national chains like Chili's and McDonald's, which successfully used pricing and marketing campaigns to boost sales. However, local establishments struggled to compete, with high costs and less flexibility to offer aggressive promotions. He noted the disparities in performance between national chains and smaller businesses, emphasizing the challenging environment for independent operators.
- CM Sundberg discussed the broader economic challenges, observing that locally owned establishments and home improvement businesses were struggling, which he attributed to inflation and reduced disposable income.
- Sundberg suggested the economy might already be in a recession, despite ongoing debates.
- R. Oliva acknowledged the complex economic landscape, describing it as a potential turning point and expressing hope for a rebound, contingent on improved consumer confidence and economic clarity.

Outcome:
Information only.

Follow-up Action:
None required.

3.f. Housing UDO Analysis Update
Summary of Issue and Discussion:
Steve Timms, Planning Supervisor

Steve Timms, Planning Supervisor, provided an update on the Housing UDO analysis, focusing on upcoming changes and current discussions. He noted that the duplex on motor courts proposal is moving forward, and internal work is ongoing to address state legislative requirements. A recent parking roundtable with developers, the Home Builders Association, and realtors addressed multifamily and single-family parking challenges, including the adequacy of garages, carports, and parking pads. He emphasized the importance of balancing development needs with creating livable communities.

S. Timms explained that a consultant would be brought on after the new year to further analyze parking issues, particularly as lot sizes shrink. He mentioned ongoing research into innovative financing tools and policies related to parking. Small lot and design standard discussions are set to ramp up after the holidays, as these topics are complex and require detailed consideration.

S. Timms outlined a staggered approach to implementing UDO changes, with some updates potentially ready by the first quarter of the following year, while more complex issues like multifamily and small lot standards may take longer. He confirmed that the consultant's scope would cover multiple topics beyond parking.

- Council Member Bergan highlighted the need for timely updates to provide certainty for developers as they plan for market needs.
- Laura Perry confirmed the consultant's broader role in the process.

Outcome:
Information only.

Follow-up Action:
None required.

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4. MISCELLANEOUS MATTERS FOR CONSIDERATION

4. a. Aurora Economic Development Council
- Yuri Gorlov

NO REPORT

4.b. Havana Business Improvement District
- Chance Horiuchi

4.c. Aurora Chamber of Commerce
- Naomi Colwell

NO REPORT

4.d. Planning Commission
- Becky Hogan

NO REPORT

4.e. Oil and Gas Committee
- Brad Pierce

NO REPORT

4.f. Business Advisory Board
- Garrett Walls

NO REPORT

4.g. Retail
- Bob Oliva

NO REPORT

4.h. Small Business
- Elena Vasconez

NO REPORT

4.i. Visit Aurora

- Bruce Dalton

NO REPORT

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5. CONFIRM NEXT MEETING DATE

Scheduled for December 11, 2024, at 8:30 AM MT.

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6. ADJOURNMENT

APPROVED: _____
Francoise Bergan, Committee Chair

Planning and Zoning Commission Minutes
November 26, 2024

Commissioners Present	**Garrett Walls** **Becky Hogan** **Robert Gaiser** **Sonda Banka** **Gayle Jetchick** **Melvin Bush**
Commissioners Absent	**Robert Roth**

1. **Study Session – 5:00 p.m. – Connecting Aurora – Aurora Citywide Multimodal Transportation Master Plan – Huiliang Liu**

2. **Regular Meeting – Call to Order 6:10 p.m.**

3. **Roll Call**

4. **Pledge of Allegiance**
   Not Conducted Due to Virtual Meeting

5. **Approval of the Planning Commission Minutes**
   5.a. November 13, 2024, Draft Minutes

   A MOTION WAS MADE BY CHAIR WALLS AND SECONDED BY COMMISSIONER BANKA TO APPROVE THE MINUTES AS SUBMITTED.

   MOTION PASSED WITHOUT OBJECTION.

6. **Adoption of Agenda**
   A MOTION WAS MADE BY CHAIR WALLS AND SECONDED BY COMMISSIONER HOGAN.

   MOVE TO APPROVE THE DRAFT AGENDA AS THE PERMANENT AGENDA. AGENDA ITEMS 8a-c WILL BE HEARD AT THIS MEETING ALL OTHER AGENDA ITEMS HAVE EITHER BEEN WITHDRAWN, ARE INACTIVE, OR ARE BEING CONTINUED TO A LATER DATE.

   MOTION PASSED WITHOUT OBJECTION.

7. **Consent Agenda**
   Not Conducted Due to Lack of Items

8. General Business

8a. UNIFIED DEVELOPMENT ORDINANCE AMENDMENT – TEXT CHANGE FOR DUPLEXES ON MOTOR COURTS

The Planning and Business Development Department recommends amending the zoning code within the Unified Development Ordinance (UDO) to allow up to eight duplex units on *Motor Court* lot configurations (*ref. UDO 146-4.2.3*). This proposal expands the current code, which only permits single-family detached units, not duplex units on Motor Courts. The proposal also retains the maximum of six single-family detached units on a Motor Court but proposes to allow up to eight duplex units.

Motor Courts were enabled by the zoning code with the UDO in 2019 as a means to allow increased density and diversity of housing products, which also has the potential to contribute to the provision of lower price point homes. Motor Courts are permitted in most residential zone districts and have been a widely used lot type throughout eastern Aurora since 2019.

In the UDO, various design standards apply to Motor Courts and will also apply to duplexes on Motor Courts if approved. Two examples of design standards are the homes along the street must have a front door facing the street, and Motor Courts with over four units are required to include two additional parking spaces in addition to the two required for each unit. The full list of design standards is in UDO Section 146-4.2.3.E.

This proposed ordinance also clarifies that duplexes are permitted on *green courts*. This allowance is already in place per the definition of green courts in the UDO, but the amendment communicates this allowance more consistently with the rest of the code.

Some members of the homebuilding community have identified this amendment as a desirable addition to the UDO. This proposal was brought to the Planning and Economic Development (PED) council subcommittee on November 13, 2024, and they supported advancing the proposal through the public process.

Testimony Given at the Hearing:

Brandon Cammarata, Planning Manager, gave a presentation of the item, including the staff recommendation.

Commissioner Jetchick asked for clarification on the number of units that will be allowed. B. Cammarata responded that four duplexes for a total of eight units would be allowed for each motor court.

Commissioner Hogan asked if the development community had the opportunity to give input on this change to the UDO. B. Cammarata responded affirmatively and further explained that it was something that could be advanced that would not have impacts on other items in the code. Commissioner Hogan asked if the development community indicated their support on this item. B. Cammarata responded that there was support for the amendment.

Planning Commission Results
AGENDA ITEM 8a – ORDINANCE TEXT AMENDMENT

A MOTION WAS MADE BY COMMISSIONER HOGAN AND SECONDED BY COMMISSIONER BUSH.

RECOMMEND APPROVAL TO THE AURORA CITY COUNCIL OF THE ORDINANCE TEXT AMENDMENT TO THE UDO TO ALLOW UP TO EIGHT DUPLEX UNITS ON A MOTOR COURT BECAUSE THE PROPOSAL COMPLIES WITH THE REQUIREMENTS OF SECTION 146-5.4.1.C.3.B OF THE UNIFIED DEVELOPMENT ORDINANCE FOR THE FOLLOWING REASONS:

1. THE PROPOSAL IS CONSISTENT WITH AURORA PLACES' GOALS OF PROVIDING MORE HOUSING CHOICES AND,
2. DEMAND FOR A VARIETY OF HOUSING TYPES CONTINUES TO GROW, AND
3. NEIGHBORHOOD DESIGN REQUIREMENTS CAN SUPPORT THIS APPROACH AND NOT CREATE MATERIAL RISKS TO PUBLIC HEALTH, SAFETY, AND WELFARE.

Further Discussion:
Chair Walls stated full support for the UDO Amendment as it helps to incentivize development, especially on small and odd-shaped parcels of land. Furthermore, the development community has let it be known that this type of amendment would allow for higher density on smaller parcels which is desirable.

MOTION PASSED UNANIMOUSLY.

8a. UNIFIED DEVELOPMENT ORDINANCE AMENDMENT – TEXT CHANGE FOR FENCES

The Planning and Business Development Department recommends amending the zoning code within the Unified Development Ordinance (UDO) to allow residential side and rear yard privacy fences up to eight feet tall along collector and arterial streets. This is an increase from the current allowance of six feet (*ref. UDO 146-4.7.9.L*).

This proposal is likely to impact older developments where homes back to arterial streets. The city has received multiple requests for fence height increases from existing homes backing streets like Havana Street and Chambers Road. These requests have been processed as variances supported by staff and approved by the Board of Appeals and Adjustments (BOAA). Based on the results of the variance approvals this proposed code amendment may result in inconsistent fence heights on existing corridors, but not significant negative results.

This proposal was heard at the November 13 Planning and Economic Development Council subcommittee, and no concerns were expressed.

Testimony Given at the Hearing:

Brandon Cammarata, Planning Manager, gave a presentation of the item, including the staff recommendation.

The Planning Commission did not have any questions for staff.

Planning Commission Results
AGENDA ITEM 8a – ORDINANCE TEXT AMENDMENT

A MOTION WAS MADE BY COMMISSIONER BANKA AND SECONDED BY COMMISSIONER HOGAN.

RECOMMEND APPROVAL TO THE AURORA CITY COUNCIL OF THE ORDINANCE TEXT AMENDMENT TO THE UDO TO ALLOW PRIVACY FENCES ALONG COLLECTOR AND ARTERIAL STREETS TO BE UP TO EIGHT FEET IN HEIGHT BECAUSE THE PROPOSAL COMPLIES WITH THE REQUIREMENTS OF SECTION 146-5.4.1.C.3.B OF THE UNIFIED DEVELOPMENT ORDINANCE FOR THE FOLLOWING REASONS:

1. THE FLEXIBILITY FOR INCREASING FENCE HEIGHTS ALONG HIGH VOLUME AND SPEED STREETS SUPPORTS ESTABLISHED NEIGHBORHOODS IN AURORA PLACES AND
2. THIS HAS BEEN A REOCCURRING REQUEST FOR VARIANCES AND IS NOT CONTRARY TO OTHER PUBLIC GOALS ALONG THESE CORRIDORS AND NOT SHOWN TO CREATE MATERIAL RISKS TO PUBLIC HEALTH, SAFETY, AND WELFARE.

Further Discussion:
Commissioner Jetchick supported the change to allow the height increase to eight feet, many residents along Havana have wanted to increase the height of their fences. Peoria Street is another section of the city that will take advantage of this amendment.

Chair Walls also supported the change and noted that there are residents along the Hampden corridor who have wanted to increase the fence heights due to noise from the heavy traffic. Chair Walls stated appreciation for staff for bringing this amendment forward and looks forward to other amendments to increase the functionality of the UDO

Commissioner Hogan stated appreciation that residents will now have an option for fencing.

MOTION PASSED UNANIMOUSLY.

8c. IRON HAMMER -SITE PLAN AMENDMENT

The applicant, Iron Hammer, Inc., is proposing to construct an 18,500-square-foot multi-tenant office/flex warehouse building on approximately 1.61 acres of land. The site is located on the southwest corner of the intersection of E. Lockheed Drive and N. Laredo Street. The site is zoned I-1 (Business/Tech District) within Subarea B and is part of the Innovation Campus placetype. The site is bordered by an information services center to the west, vacant land with a recently approved Site Plan for office/flex warehouse to the south, outdoor storage and DBC Irrigation Supply to the east and a Verizon switching center to the north across E. Lockheed Drive.

The proposed 18,500-square-foot building will be one story with six planned units. Three of the units are intended to be occupied by Iron Hammer, Inc., an existing business in Aurora moving from 12001 E 33rd Avenue. This use includes storage, distribution, warehousing, light manufacturing, and accessory outdoor storage for a steel fabrication business. The remaining three units are intended to be rented to tenants with long-term leases. The proposed building will face Laredo Street to the east, with parking located between the building and the street. Dock doors will be oriented west to the interior of the site. A wrought iron metal fence is proposed on the site perimeter. A 33.8’ by 58’ outdoor storage area is proposed in the southwest corner of the site, screened from Lockheed Drive with a solid fence. Landscape buffers on the south and west property lines will also screen and buffer the site. The architecture of the building has been designed to meet or exceed the building design requirements of the Unified Development Ordinance (UDO) and will be primarily comprised of 42” of concrete wainscotting, architectural metal accents, and metal siding. Architectural elements will include varying parapet height, material color variation, and awnings. 24 automobile parking stalls will be provided, including two accessible stalls, exceeding the 20-stall parking requirement for this proposal.

This site, along with the property to the south, was previously approved as Phase 2 of the Lockheed Facility Site Plan in 1990. That phase was never developed. The current proposed development would replace the previous Site Plan.

Testimony Given at the Hearing:
Commissioners Jetchick and, Banka, visited the site.

Stacy Wasinger, Case Manager, gave a presentation of the item, including the staff recommendation.

Commissioner Jetchick noted that there was a large pile of trash along Laredo Street during the site visit and asked if no dumping signs would be posted.

S Wasinger responded that it would be up to the applicant to post the signs and added that as the site is developed it should alleviate that circumstance.

Jesse Donovan, Brightlighter Engineering, LLC, 3253 N Gaylord Street, Denver, CO, representing the applicant, was available for questions.

Planning Commission Results
AGENDA ITEM 8c – SITE PLAN AMENDMENT

A MOTION WAS MADE BY CHAIR WALLS AND SECOND BY COMMISSIONER BANKA.

APPROVE, WITH ONE CONDITION, THE SITE PLAN BECAUSE IT COMPLIES WITH THE REQUIREMENTS OF CODE 146-5.4.3.B.2 OF THE UNIFIED DEVELOPMENT ORDINANCE FOR THE FOLLOWING REASONS:

1. THE SITE PLAN COMPLIES WITH THE STANDARDS AND REVIEW CRITERIA OF THE BUSINESS/TECH ZONE DISTRICT AND THE INNOVATION CAMPUS PLACETYPE OF THE AURORA PLACES COMPREHENSIVE PLAN;
2. THE SITE PLAN COMPLIES WITH ALL APPLICABLE STANDARDS IN THE UDO;
3. CITY INFRASTRUCTURE WILL BE IMPROVED IN ASSOCIATION WITH THIS DEVELOPMENT THROUGH THE CONSTRUCTION OF AND IMPROVEMENT TO ADJACENT SIDEWALKS TO THE DEVELOPMENT;
4. THE PROPOSED DEVELOPMENT IS COMPATIBLE WITH THE SURROUNDING LAND USES; AND
5. MEASURES HAVE BEEN TAKEN TO MITIGATE ADVERSE IMPACTS ON THE SURROUNDING DEVELOPMENT.

APPROVAL IS TO BE SUBJECT TO THE FOLLOWING CONDITION:

1. RESOLUTION OF OUTSTANDING TECHNICAL ISSUES PRIOR TO THE RECORDATION OF THE SITE PLAN AND ISSUANCE OF ANY BUILDING PERMITS.

Further Discussion:
No further discussion occurred.

MOTION PASSED UNANIMOUSLY.

9. Public Invited to be Heard
None

10. Commissioner Comments/Miscellaneous Items of Business
Commissioner Banka asked if lighting was required in new subdivisions by mailbox kiosks. Brandon Cammarata, Planning Manager, responded that the zoning code does not have specific requirements for lighting at mailbox banks. Commissioner Gaiser noted that mailbox banks in many communities do not have sufficient lighting.

Chair Walls asked what the proper venue/path for this type of concern is.

A general discussion ensued.

Commissioner Hogan noted that a draft agenda for study sessions has been provided to Planning staff and will be presented to the Commission in January. It was asked if commissioners had topics of interest for the 2025 calendar year to send them to Commissioner Hogan.

Chair Walls complimented S Wasinger for the presentation on the Iron Hammer agenda item, the presentation was done very well and was appreciated.

11. Reports
11a. Report by Planning Division Manager
Brandon Cammarata, Panning Division Manager reviewed the Administrative Decisions made over the past two weeks which included: Aspen South Lateral, Site Plan Amendment, and Lussing Trust North Later, Site Plan Amendment.

B. Cammarata also acknowledged that work is being done on study session topics for the 2025 calendar year.

Susan Chapel, Project Coordinator III, staff liaison, gave an update on the Holiday Get-Together.

11b. Report by City Attorney
Lena McClelland, Assistant City Attorney, did not have a report.

12. Adjournment
Chairman Walls adjourned the meeting at 6:53 p.m. until Wednesday, December 11, 2024.

Minutes Approved

City of Aurora
Planning Commission Case Report

Project Title: Unified Development Ordinance - Text Change to Allow Duplexes on Motor Courts
Date: November 26, 2024
Development Application Number: DA-2163-19
Case Number: 2018-1006-19
Case Manager: Brandon Cammarata
Applicant: City of Aurora
General Location: Within the boundaries of the city
Wards: All

Project Summary:

The Planning and Business Development Department recommends amending the zoning code within the Unified Development Ordinance (UDO) to allow up to eight duplex units on *Motor Court* lot configurations (*ref. UDO 146-4.2.3*). This proposal expands the current code, which only permits single-family detached units, not duplex units on Motor Courts. The proposal also retains the maximum of six single-family detached units on a Motor Court but proposes to allow up to eight duplex units.

Motor Courts were enabled by the zoning code with the UDO in 2019 as a means to allow increased density and diversity of housing products, which also has the potential to contribute to the provision of lower price point homes. Motor Courts are permitted in most residential zone districts and have been a widely used lot type throughout eastern Aurora since 2019.

In the UDO, various design standards apply to Motor Courts and will also apply to duplexes on Motor Courts if approved. Two examples of design standards are the homes along the street must have a front door facing the street, and Motor Courts with over four units are required to include two additional parking spaces in addition to the two required for each unit. The full list of design standards is in UDO Section 146-4.2.3.E.

This proposed ordinance also clarifies that duplexes are permitted on *green courts*. This allowance is already in place per the definition of green courts in the UDO, but the amendment communicates this allowance more consistently with the rest of the code.

Some members of the homebuilding community have identified this amendment as a desirable addition to the UDO. This proposal was brought to the Planning and Economic Development (PED) council subcommittee on November 13, 2024, and they supported advancing the proposal through the public process.

Applicant's Request:

Recommend Approval of the Ordinance Text Amendment to the Unified Development Ordinance

Additional Information:

- Small Lots
- Parking
- Typical Green Court Configuration

Small Lots. Motor Courts are enabled in the package of development options known as Small Lots in the UDO. UDO Section 146-4.2.3.A.1 states "*The purpose of the Small Residential Lot single-family development standards is to create high-quality mixed residential developments that will retain their social and economic value over time and provide housing for individuals and families seeking convenience, a range of housing choices, and generous and high quality open space amenities. Small Residential Lot developments should be designed to provide a variety of lot sizes that are distributed in groupings throughout the development so that large areas of one lot size do not exist. The Small Residential Lot subdivision shall also be specifically designed to provide adequate light and air between units, adequate drainage between lots, interior and exterior privacy, open space relief on the individual lot and throughout the neighborhood, low maintenance building materials, innovative and architecturally interesting home design, attractive streetscapes, and adequate parking. In addition, the standards are designed to increase the variety of lot sizes, preserve open space, enhance natural features and site amenities, provide landscaped buffers, and promote energy conservation."*

This section of the code was established by the UDO in 2019 to enable higher densities and a greater variety of housing options. This has been the predominant approach to development in eastern Aurora since then. Before the enabling of small lots, most development occurred at 3 to 5 dwelling units per acre. With small lots, we routinely see areas developed at 6 to 8 DUA, which should or could produce lower price points.

With the increased densities, neighborhoods require more robust features to support the density.

- Street Network – A more highly connected street network.
- Park Space – Greater frequency of active park spaces to produce proximity to small lot residents which typically have minimal private outdoor space.
- Mixed Uses – assure proximity to retail and schools.
- Walkable Streets – With the more intense use of on-street parking and proximity to places, walkable streets with detached sidewalks, street trees, and fewer driveways are important.
- Product Variations – Avoid areas of a single type of higher-density product.
- Buildings facing streets – The buildings along the street need to face the street to support eyes and activity on the street, logical maintenance expectations, and aesthetic quality.

Parking. Motor Court configurations tend to put additional pressure on on-street parking because more homes are on each block than in traditional home layouts. For example, where you would have two homes under a traditional lot layout with Motor Courts, you would have 4 to 8 homes on that street frontage (and instead of 10 traditional homes, 20 to 40 Motor Court homes). For the same reasons that the parking pressures are created, Motor Courts can yield lower price points than traditional home layouts.

The primary and preferred tool for addressing on-street parking pressure is to avoid large areas dedicated to the Motor Court product and instead try to mix Motor Courts with product types that put less pressure on on-street parking, such as traditional alley-loaded products. Also, having Motor Courts with four units has less impact than Motor Courts with 6 or 8 units. As mentioned, Motor Courts require two additional guest parking spaces when a Motor Court exceeds four units.

Typical Green Court Configuration.
Figure 4.2-3 in UDO Section 146-4.2.3.E illustrates typical Motor Court configurations.

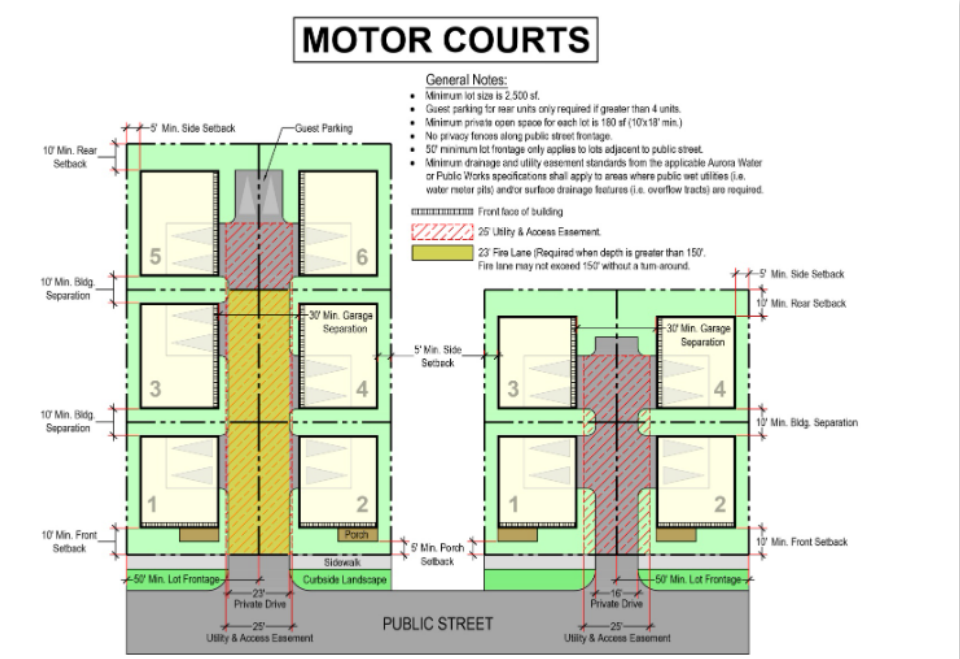


Figure 4.2-3: Motor Courts

Summary of Staff Recommendation:
Recommend approval. (See the last page of the report for the vote.)

Detailed Case Analysis

Public Notification:

Legal notice appeared in the Aurora Sentinel on November 14, 2024.

Conformance with Code Criteria:

1. **Ordinance Text Amendment Approval Criteria -** Ordinance Text Amendment approval criteria are found in Section 146-5.4.1.C.3.b of the UDO as follows:
   1. The proposed Ordinance amendment is consistent with the spirit and intent of the Comprehensive Plan and with other policies and plans adopted by the City Council; and
   (a) The change to the Ordinance text is required because of changed conditions or circumstances in all or a portion of the City; or
   (b) The change to the Ordinance text is required to address a new or unforeseen threat to the public health, safety, and welfare; or
   (c) The change to the Ordinance text is required to promote economic growth and investment that will not create material risks to the public health, safety, and welfare.

   The proposed Ordinance Text Amendment complies with the approval criteria for the following reasons:

- The proposal is consistent with Aurora Places' goals of providing more housing choices and,
- Demand for a variety of compact housing types continues to grow, and
- Neighborhood design requirements can support this approach and not create material risks to public health, safety, and welfare.

Compliance with Comprehensive Plan:

The "Housing for All" section of Aurora Places supports allowing a variety of housing products in conjunction with supportive neighborhood design. These goals also include continued assessment of the zoning code to ensure the code meets the goal of the community. This proposal adds another product option.

Exhibits:

Exhibit A Draft Ordinance

Staff Recommendation:

Agenda Item 8a: Ordinance Text Amendment

Recommend approval to the Aurora City Council of the Ordinance Text Amendment to the UDO to allow up to eight duplex units on a Motor Court because the proposal complies with the requirements of Section 146-5.4.1.C.3.b of the Unified Development Ordinance for the following reasons:

- The proposal is consistent with Aurora Places' goals of providing more housing choices and,
- Demand for a variety of housing types continues to grow, and
- Neighborhood design requirements can support this approach and not create material risks to public health, safety, and welfare.

ORDINANCE NO. 2025- _____

A BILL

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, AMENDING SECTION 146-4.2.3 OF THE UNIFIED DEVELOPMENT ORDINANCE PERTAINING TO GREEN COURTS AND MOTOR COURTS

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 November 26, 2024, following a public hearing, the Planning and Zoning Commission voted to recommend the ordinance text amendment to City Council.

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

Section 1. Section 146-4.2.3.C.1.b.i of the Unified Development Ordinance of the City of Aurora, Colorado, is hereby amended as follows:

C. *Green Court Dwellings.*

1. The following standards apply to all Green Court Dwelling developments, regardless of whether they are included in a development containing Small Residential Lots.

b. *Standards.* Green Court Dwelling developments shall comply with the following standards.

i. Only single-family detached**, two-family (duplex)** or attached dwellings are permitted in a Green Court Dwelling development.

Section 2. Section 146-4.2.3.E.1.b of the Unified Development Ordinance of the City of Aurora, Colorado, is hereby amended as follows:

E. *Motor Court Dwellings.*

1. The following standards apply to all Motor Court Dwelling developments, regardless of whether they are included in a development containing Small Residential Lots.

b. *Standards.* Motor Court Dwelling developments shall comply with the following standards:

i. This use is ~~noht~~ **not** permitted in the R-3 and R-4 zone districts in Subareas A and B.

ii. Only single-family detached **and two-family (duplex)** dwelling units are permitted in a Motor Court Dwelling development.

iii. No more than six single-family **detached** dwelling units **or eight two-family dwelling units** may obtain access from a public street through a shared drivelane in a Motor Court Dwelling development.

iv. The minimum lot size of each lot is 2,500 square feet.

v. The minimum lot width of each lot is 50 feet, as measured at the centerline of the private, shared drivelane.

vi. If four or fewer dwellings obtain access from the shared drivelane, the minimum width of the drivelane is 16 feet, and the drivelane must be posted with "no parking-tow away zone" signs to ensure homeowner access and fire department hose pull activity.

vii. If five or ~~six~~ **more** dwellings obtain access from the shared drivelane, the minimum width of the drivelane is 23 feet.

viii. Dwellings on lots abutting a public or private street shall have front doors facing that street, and any fence between the dwelling and the street shall comply with the requirements of Section 146-4.7.9.L (Fences and Walls in Residential Developments).

ix. All garages shall receive access from the shared drivelane and not onto a private or public street.

x. The front, side and rear setbacks of a Motor Court Dwelling development shall be measured from the outer lot lines of the Motor Court Dwelling development, and shall not apply to individual lots within the development. The front setback shall be the lot line adjacent to the street, rear is opposite the street and sides are perpendicular to the street.

xi. The front setback for homes on lots abutting a public or private street shall be 10 feet for the house and five feet for a porch facing the street. The five foot setback shall be increased if necessary to accommodate utilities, required landscaping, or other City regulations.

xii. For those lots abutting the rear property line, the minimum setback from the rear property line is 10 feet. For those lots abutting the side property lines, the minimum setback from the side property lines is five feet.

xiii. The minimum separation between dwellings is 10 feet, and the minimum separation between garage doors on adjacent dwellings is 30 feet.

xiv. If a wall or fence is provided along the rear property line, the provisions of Section 146-4.7.5.D.8.b shall apply.

xv. Each Motor Court Dwelling development containing five or ~~six~~ **more** dwellings shall include at least two guest parking spaces.

xvi. Motor Courts Dwelling developments shall be organized as shown, and shall comply with the building location, setback, and separation standards shown, on the figure below.

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 _____, 2025.

PASSED AND ORDERED PUBLISHED this _____ day of _____, 2025.

_____
MIKE COFFMAN, Mayor

ATTEST:

_____
KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM BY CITY ATTORNEY PETE SHULTE:

Lena McClelland RLA
_____
LENA MCCLELLAND, Assistant City Attorney

CITY OF AURORA
Council Agenda Commentary

Item Title: Financing for New Golf Carts and Course Maintenance Equipment (Ordinance)
Item Initiator: Teresa Sedmak, City Treasurer, Finance
Staff Source/Legal Source: Teresa Sedmak, City Treasurer, Finance / Hanosky Hernandez, Senior Assistant City Attorney
Outside Speaker: N/A
Council Goal: 2012: 4.1--Develop and maintain high quality parks, rec facilities/programs, libraries, natural areas, trails and open space

COUNCIL MEETING DATES:

Study Session: 1/13/2025

Regular Meeting: 1/27/2025

2nd Regular Meeting (if applicable): 2/10/2025

Item requires a Public Hearing: ☐ Yes ☒ No

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

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

Teresa Sedmak, City Treasurer, Finance / Hanosky Hernandez, Senior Assistant City Attorney
Estimated time: 10 mins

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

☐ Approve Item and Move Forward to Study Session

☐ Approve Item as Proposed at Study Session

☒ Approve Item and Move Forward to Regular Meeting

☐ Approve Item as Proposed at Regular Meeting

☐ Information Only

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

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Management & Finance

Policy Committee Date: 12/3/2024

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 owns and operates 5 golf courses. As these courses and attendant assets age, the replacement of both maintenance equipment and golf carts becomes necessary to maintain its courses and provide a positive experience to those utilizing them.

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

Aurora Golf is desiring to replace certain golf equipment which is at the end of its useful life. It is in discussions with suppliers to acquire course maintenance equipment and 72 electric golf carts to maintain its assets and provide golf experience for those utilizing its courses.

While vendor financing is available for these assets, staff would like to explore bank financing, which could provide for a more cost-efficient solution for Aurora Golf.

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.)

Debt service expense of approximately $452,000 in years 1-4, decreasing to approximately $278,000 in year five will be paid out of the Golf Fund (Org# 63763, Acct# 66670).

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 financing for new golf carts and course maintenance equipment?

LEGAL COMMENTS

The City and its enterprises are 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 or its enterprises shall be approved by ordinance. City Charter Art. 5-3. (Hernandez)

ORDINANCE NO. 2024-____

A BILL

FOR AN ORDINANCE AUTHORIZING THE USE OF LEASE-PURCHASE FINANCING TO ACQUIRE CERTAIN GOLF EQUIPMENT PURSUANT TO THE TERMS OF AN EQUIPMENT LEASE-PURCHASE AGREEMENT BY AND BETWEEN THE AURORA CAPITAL LEASING CORPORATION, AS LESSOR, AND THE CITY OF AURORA, COLORADO, AS LESSEE; AUTHORIZING OFFICIALS OF THE CITY TO TAKE ALL ACTION NECESSARY TO CARRY OUT THE TRANSACTIONS CONTEMPLATED HEREBY; AND OTHER RELATED MATTERS

WHEREAS, the City of Aurora, Colorado, (the "City"), is a home rule municipality, organized and existing under and by virtue of Article XX, Section 6 of the Colorado Constitution; and

WHEREAS, the City is authorized pursuant to Section 31-15-801, C.R.S., as amended, the City's home rule powers, and Section 2-683 of the City Code to enter into long-term or short-term rental or leasehold agreements in order to provide necessary land, buildings, equipment, and other property for governmental or proprietary purposes, which agreements may include an option to purchase and acquire title to such leased or rented property, and may have a term, at the discretion of the City, in excess of 30 years; and

WHEREAS, in order to provide for the capital asset needs of the City, the City Council of the City (the "Council") hereby determines that it is necessary and in the best interests of the City and its citizens that the City undertake lease-purchase financing of equipment for use by the City for governmental or proprietary purposes; and

WHEREAS, the City wishes to obtain lease-purchase financing of certain golf equipment, including vehicles and related equipment for use by the City's Golf Enterprise (the "Equipment"), which acquisition is to be completed by or before December 31, 2026; and

WHEREAS, the Equipment is hereby authorized to be financed by a tax-exempt municipal lease purchase financing from the Aurora Capital Leasing Corporation ("ACLC") to the City pursuant to a direct placement of a lease-purchase agreement, or an assignment thereof, as a tax-exempt obligation, with one or more banks or institutional investors selected by the Finance Director through a request-for-proposals or informal competitive process (a "Financing"); and

WHEREAS, there has been filed for public inspection with the City Clerk in connection herewith a proposed form of Equipment Lease Purchase Agreement (the "Lease"), to be entered into by and between ACLC, as lessor, and the City, as lessee; and

WHEREAS, as specific items of Equipment are acquired by ACLC for the City's use in accordance with the terms of this ordinance (the "Ordinance"), one or more Leases, or schedules thereto, may be executed by and between ACLC and the City in accordance with the parameters set forth in this Ordinance.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO.

Section 1. *Ratification of Actions*. All action heretofore taken, not inconsistent with the provisions of this Ordinance, by the Council or the officers of the City directed toward the acquisition of the Equipment and the preparation of the form of the Lease are hereby ratified, approved, and confirmed.

Section 2. *The Equipment*. The City is hereby authorized to obtain lease-purchase financing through one or more lease-purchase agreements with ACLC to acquire up to seventy-two (72) golf carts, two (2) personal transportation vehicles, two (2) utility vehicles, lithium batteries for such vehicles, and other equipment for use by the City's Golf Enterprise, including all equipment, software, warranties, and service contracts accessory thereto and/or associated therewith, which Equipment is to be acquired by or before December 31, 2026. All title to, or other indicia of ownership of, the Equipment is to be initially issued in ACLC's name.

Section 3. *Maximum Principal Amount; Interest Rate; Term*. The principal amount to be financed shall not exceed One Million Eight Hundred and Fifty Thousand ($1,850,000), the interest component of rental payments to be made by the City shall accrue at a rate not to exceed 4.75 percent (4.75%), and the term of any Lease hereunder shall not exceed sixty (60) months. Rental payments may be made annually, semi-annually, or at any other convenient interval as determined by the Finance Director.

Section 4. *Findings; Authorizations*. The Council hereby finds and determines, pursuant to the City's home rule powers and the laws of the State of Colorado, that the acquisition of the Equipment is necessary, convenient, and in furtherance of the governmental purposes of the City and in the best interests of the City and its citizens; and the Council hereby authorizes the acquisition of the Equipment by means of lease-purchase financing.

Section 5. *Agency Relationship*. Pursuant to the Lease, the City shall act as the agent of ACLC solely for the purpose of acquiring the Equipment. The City will do all things necessary to effect the acquisition of the Equipment free and clear of any encumbrances and subject the same to any security interests as may be contemplated under the Lease.

Section 6. *Approval and Execution of Documents; Authorized Officers*. The Lease, in substantially the form filed in the office of the City Clerk prior to the final adoption of this Ordinance, is in all respects approved, authorized and confirmed. The Mayor is hereby authorized and directed to execute and deliver, and the City Clerk is hereby authorized and directed to affix the seal of the City to, and attest, each Lease hereunder in substantially the form filed with the City Clerk, with such changes as are not inconsistent with the intent of this Ordinance and as approved by the City Attorney. The Council hereby designates the Finance Director to act as "Authorized Officer" under the Lease. The Finance Director is hereby authorized to determine, based on the recommendation of the City's financial advisor, whether the Financing will be completed through a single disbursement of funds sufficient to acquire all of the items of Equipment contemplated by this Ordinance or the phased disbursement of funds for the acquisition of individual items of Equipment as they become available. To the extent the Finance Director determines that a phased disbursement of funds is preferred, changes to the Lease not inconsistent with the intent of this

Ordinance and as approved by the City Attorney to accommodate a master lease structure are hereby authorized. Prior to the execution of each Lease, the final terms of the Financing, the description and price of the Equipment subject to the Lease, and the schedule of rental payments allocated to the Equipment under the Lease shall be approved by a certificate executed by the Finance Director (the "Final Terms Certificate") and attached as a schedule to the Lease.

Section 7. *Additional Documents*. The City Clerk is hereby authorized and directed to attest all signatures and acts of any official of the City in connection with the matters authorized by this Ordinance. The Mayor and the Authorized Officers are hereby authorized to execute and deliver for and on behalf of the City any and all additional certificates, documents and other papers and to perform all other acts that they may deem necessary or appropriate in order to implement and carry out the transactions and other matters authorized by this Ordinance.

Section 8. *No General Obligation or Other Indebtedness*. The obligation of the City to make rental payments under the Lease is subject to annual appropriation by the Council and constitutes an undertaking of the City to make current expenditures. Such payments are subject to termination and nonrenewal by the City in accordance with the provisions of the Lease. No provision of this Ordinance or any Lease hereunder shall be construed as constituting or giving rise to a general obligation or other indebtedness or multiple fiscal year financial obligation of the City within the meaning of any home rule, constitutional or statutory debt limitation nor a mandatory charge or requirement against the City in any ensuing fiscal year beyond the current fiscal year.

Section 9. *Expression of Need*. The City hereby declares its current need for the Equipment. It is hereby declared to be the present intention and expectation of the Council that each Lease will be renewed annually until title to all of the Equipment is acquired by the City pursuant to the Lease; but this declaration shall not be construed as contractually obligating or otherwise binding on the City.

Section 10. *Reasonable Rentals*. The Council hereby determines and declares that, after execution and delivery of each Lease, the rental payments due thereunder will represent the fair value of the use of the Equipment and the purchase price, as defined therein, will represent, as of any date upon which the City may exercise its option to purchase such Equipment, the fair purchase price of such Equipment. The Council further hereby determines and declares that, after the execution and delivery of each Lease, the rental payments due thereunder will not exceed a reasonable amount so as to place the City under an economic or practical compulsion to renew the Lease or to exercise its option to purchase the Equipment pursuant to the Lease. In making such determinations, the Council has given consideration to the cost of acquiring and installing the Equipment, the uses and purposes for which the Equipment will be employed by the City, the benefit to the citizens of the City by reason of the acquisition and use of the Equipment pursuant to the terms and provisions of each Lease, the City's option to purchase the Equipment, and the expected eventual vesting of title to, or other indicia of ownership of, the Equipment in the City. The Council hereby determines and declares that, after execution and delivery of each Lease, the maximum duration of the portion of the Lease allocable to any item of Equipment separately identified in the payment schedule appended thereto will not exceed the weighted average useful life of such item of Equipment.

Section 11. *Confirmation of Prior Acts*. All prior acts and doings of the officials, agents and employees of the City which are in conformity with the purpose and intent of this Ordinance and in furtherance of the purchase of the Equipment are in all respects ratified, approved and confirmed.

Section 12. *Severability*. The provisions of this Ordinance are hereby declared to be severable. If any section, paragraph, clause, or provision of this Ordinance shall, for any reason, be held to be invalid or unenforceable by a court of competent jurisdiction, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Ordinance.

Section 13. *Repealer*. All acts, orders, resolutions, ordinances, or parts thereof, in conflict with this Ordinance or with any of the documents hereby approved, are hereby repealed only to the extent of such conflict. This repealer shall not be construed as reviving any resolution, ordinance, or part thereof, heretofore repealed.

Section 14. *Publication*. Pursuant to Section 5-5 of the City Charter, the second publication of this Ordinance shall be by reference, utilizing the ordinance title. Copies of this Ordinance are available at the office of the City Clerk.

INTRODUCED, READ AND ORDERED PUBLISHED this ___ day of _____, 2024.

PASSED AND ORDERED PUBLISHED BY REFERENCE this ___ day of _____, 2025.

_____
MIKE COFFMAN, Mayor

ATTEST:

_____
KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

MK

Hanosky Hernandez
_____
HANOSKY HERNANDEZ,
Sr. Assistant City Attorney

CITY OF AURORA
Council Agenda Commentary

Item Title: Revision to Section 2-668 of Article VI Chapter 2 of the City Code (Ordinance)
Item Initiator: Nathan Jones, Procurement Supervisor, Finance
Staff Source/Legal Source: Nathan Jones, Procurement Supervisor, Finance / Hanosky Hernandez, Senior Assistant City Attorney
Outside Speaker: N/A
Council Goal: 2012: 3.0--Ensure excellent infrastructure that is well maintained and operated.

COUNCIL MEETING DATES:

Study Session: 1/13/2025

Regular Meeting: 1/27/2025

2nd Regular Meeting (if applicable): 2/10/2025

Item requires a Public Hearing: ☐ Yes ☒ No

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

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

Nathan Jones, Procurement Supervisor, Finance / Hanosky Hernandez, 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 Study Session

☒ Approve Item and Move Forward to Regular Meeting

☐ Approve Item as Proposed at Regular Meeting

☐ Information Only

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

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Management & Finance

Policy Committee Date: 12/3/2024

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

☐ Recommends Approval ☐ Does Not Recommend Approval

☐ Forwarded Without Recommendation ☒ Minutes Not Available

☐ Minutes Attached

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

N/A

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

The current city code prevents city officers and employees from having an interest in city contracts for up to 6 months after the termination of their employment. This restriction prevents the city from utilizing companies or contractors for those 6 months, potentially delaying the city's ability to engage in business with qualified vendors. The proposed code change preserves the restriction, but creates some flexibility by allowing the city manager to waive the provisions when it is in the best interest of the city. Currently there is no such flexibility.

FISCAL IMPACT

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

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

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

N/A

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

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

N/A

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

N/A

QUESTIONS FOR COUNCIL

Does City Council authorize the ordinance to accommodate Non-competitive Employment?

LEGAL COMMENTS

The City of Aurora is a home rule municipality, organized and existing under Article XX, Section 6 of the Colorado Constitution. Article XX Section 6 grants the city and its citizens the right to self-government in matters of local affairs not preempted by the State legislature. The City Council shall have and shall exercise the powers, privileges and duties granted and conferred by the state constitution, statute, or city Charter. The City Council has the power to make and publish from time to time ordinances not inconsistent with the laws of the state for carrying into effect or discharging the powers and duties conferred by the state constitution, statute or city Charter and such as it shall deem necessary and proper to provide for the safety; preserve the health; promote the prosperity; and improve the morals, order, comfort and convenience of the city. See Section 2-32 Aurora City Code. The City Council has found and determined that amending the purchasing code fulfills this purpose. City Council shall act only by ordinance, resolution, or motion. All legislative enactments must be in the form of an ordinance; all actions, except as herein provided, may be in the form of Resolutions or motions. This is a change to the Aurora City Code and a legislative action, therefore it must be taken in the form of an ordinance. *See,* Article 5-1 Aurora City Charter. (Hernandez).

ORDINANCE NO. 2024- ___

A BILL

FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, AMENDING SECTION 2-668 OF ARTICLE VI OF CHAPTER 2 OF THE CITY CODE PERTAINING TO CONTRACTS AND PURCHASING

WHEREAS, the City of Aurora, Colorado, (the "City"), is a home rule municipality, organized and existing under and by virtue of Article XX, Section 6 of the Colorado Constitution, and under Article XX Section 6 the Colorado Constitution, the City has authority over local taxation matters; and

WHEREAS, contracting and purchasing expectations have changed over the years and the City needs to update the purchasing code from time to time to reflect market changes and meet these needs; and

WHEREAS, the City Council has determined that the changes contained in this ordinance are necessary and proper for the functioning of the City and they are reasonable and appropriate.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO.

Section 1. Subsection (a) of Section 2-668 of the City Code of the City of Aurora is hereby amended and shall read as follows:

Section 2-668. Prohibitions.

(a) *Interests in contracts.* City officers and employees shall not be interested in any contract made by them in their official capacity or by anybody, agency, or board of the city of which they are members or employees. Within six months following the termination of his or her employment or retirement**, unless waived in writing by the city manager or designee,** a former employee may not contract with or be employed by an employer who contracts with the city involving matters with which he or she was directly involved during his or her employment.

Section 2. The definition of *Contract* found in Subsection (b) of Section 2-668 of the City Code of the City of Aurora is hereby amended by adding a Subsection (6) and shall read as follows:

(b)

Contract does not include:

6. A contract that because of its unique characteristics, specifications, or subject, that at the discretion of the city manager or designee, cannot be performed by any other person or provider. This may include contracts with unique parts, products, or services that the city needs and cannot be reasonably sourced from another provider without a significant increase of cost to the city.

Section 3. Repealer. All orders, resolutions, or ordinances in conflict with this Ordinance or with any of the documents hereby approved, are hereby repealed only to the extent of such conflict. This repealer shall not be construed as reviving any resolution, ordinance, or part thereof, heretofore repealed.

Section 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.

INTRODUCED, READ, AND ORDERED PUBLISHED this _____ day of _____, 2024.

PASSED AND ORDERED PUBLISHED BY REFERENCE this _____ day of _____, 2024.

_____
MIKE COFFMAN, Mayor

ATTEST:

_____
KADEE RODRIGUEZ,
City Clerk

APPROVED AS TO FORM:

Hanosky Hernandez
_____
HANOSKY HERNANDEZ,
Sr. Assistant City Attorney

CITY OF AURORA
Council Agenda Commentary

Item Title: Notice of Requirements and Available Shelter Options in the Abatement of Unauthorized Camps (Ordinance)
Item Initiator: Steve Sundberg, Council Member / Angela Lawson, Council Member
Staff Source/Legal Source: Jessica Prosser, Director of Housing and Community Servies / Tim Joyce, Assistant City Attorney
Outside Speaker: N/A
Council Goal: 2012: 4.0--Create a superior quality of life for residents making the city a desirable place to live and work

COUNCIL MEETING DATES:

Study Session: 1/13/2025

Regular Meeting: 1/27/2025

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

Item requires a Public Hearing: ☐ Yes ☐ No

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

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

Sponsor: Steve Sundberg, Mayor Pro Tem / Angela Lawson, Council Member
Jason Batchelor, City Manager / Tim Joyce, Assistant City Attorney
Estimated time: 15 mins

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

☐ Approve Item and Move Forward to Study Session

☐ Approve Item as Proposed at Study Session

☒ Approve Item and Move Forward to Regular Meeting

☐ Approve Item as Proposed at Regular Meeting

☐ Information Only

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

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Use dropdown menu to select committee from list.

Policy Committee Date: N/A

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

☐ Recommends Approval ☐ Does Not Recommend Approval

☐ Forwarded Without Recommendation ☐ Minutes Not Available

☐ Minutes Attached

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

On June 10, 2024, Council approved an amendment to Ordinance FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, AMENDING SECTIONS 94-122, 114-107, 114-109, AND 114-110 OF THE CITY CODE AND ADDING SECTION 114-112 TO THE CITY CODE PERTAINING TO THE ABATEMENT OF UNAUTHORIZED CAMPS ON PUBLIC PROPERTY AND IN AN AREA CLOSED TO CAMPING.

This followed the Supreme Court ruling on Johnson v. Grants Pass, in which the Court concluded: No, the Eighth Amendment's protections against cruel and unusual punishment does not prohibit local governments from passing or enforcing ordinances banning sleeping or camping on public property.

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

This amendment to Ordinance 2022-12 removes the requirement for providing shelter and 72-hour notice prior to the removal of unauthorized camping on public property. It aligns with the recent U.S. Supreme Court decision in *City of Grants Pass v. Johnson* (2024), which overturned the 9th Circuit rulings in *Grants Pass v. Johnson* and *Martin v. Boise.*
While having a shelter option is preferred, it is no longer a prerequisite of abatement.

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.)

Removing the requirement of notice may significantly impact staff's time and ability to keep up with no trespassing and clean ups.

QUESTIONS FOR COUNCIL

Does Council approve of moving the Ordinance amendments forward to a regular City Council meeting?

LEGAL COMMENTS

City Council has all the legislative powers of the city and all other powers of a home rule city not specifically limited by the Constitution of the State of Colorado and not specifically limited or conferred upon others by the Charter. (City Charter, art. III, sec. 3-9). Council may amend an ordinance. Ordinances may be amended without the requirement of further republication at the time of final passage if the proposed amendment is technical or not substantial in character or if the proposed amendment would not adversely affect the rights or responsibilities of any party. (Aurora, Colo. Code sec. 1-9). (TJoyce)

ORDINANCE NO. 2025- ____

A BILL

FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, AMENDING SECTIONS 94-122, 114-107, 114-108, 114-109, AND 114-110 OF THE CITY CODE PERTAINING TO NOTICE REQUIREMENTS AND AVAILABLE SHELTER OPTIONS IN THE ABATEMENT OF UNAUTHORIZED CAMPS

WHEREAS, in the cases of *Martin v. City of Boise*, 920 F.3d 584 (9th Cir. 2019), and *Johnson v. City of Grants Pass*, 72 F.4th 868 (9th Cir. 2023), the 9th Circuit Court of Appeals ruled that as long as there are a greater number of homeless individuals in a jurisdiction than the number of available beds the jurisdiction cannot remove and prosecute homeless individual violating an ordinance prohibiting camping on public property; and

WHEREAS, the U.S. Supreme Court, in the case of *City of Grants Pass v. Johnson*, 603 U.S. ___, 144 S.Ct. 2202, 219 L.Ed.2d 941 (2024), overruled the 9th Circuit ruling on the *Grants Pass v. Johnson* case which also overruled the ruling in the *Martin v. Boise* case; and

WHEREAS, the U.S. Supreme Court ruled the Eight Amendment's Cruel and Unusual Punishment Clause does not prohibit the enforcement of an ordinance prohibiting camping on public property; and

WHEREAS, the U.S. Supreme Court ruling allows the City to treat violations of the unauthorized camping ordinances as the City would treat any unlawful act; and

WHEREAS, the U.S. Supreme Court ruling allows a jurisdiction to abate an unauthorized camp without the requirement of having a shelter bed, or shelter option, available for the individuals in the unauthorized camp before the camp can be abated; and

WHEREAS, the City has a legitimate governmental purpose in protecting public spaces from the environmental damage and the health and safety concerns of unauthorized camping on public property.

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

Section 1. That section 94-122 of the City Code of the City of Aurora, Colorado, is amended to read as follows:

Sec. 94-122. Unauthorized camping on public property prohibited.

(a) It shall be unlawful for any person to camp on private property without the express written consent of the property owner or the owner's agent, except in any location where camping has been expressly authorized by the City. It shall be unlawful for any person to camp or store property in an area or location designated as an area Closed to Camping, as defined in City Code section 114-112.

(b) It shall be unlawful for any person to camp on any public property, except in any location where camping has been expressly authorized by the city.

~~(c) No city employee authorized to issue a citation shall issue a citation, make an arrest, or otherwise enforce this section against a person camping on public property unless~~:

> ~~(1) A city employee or a law enforcement official has issued the person in a camp a verbal or written order to move from the camp and take their property with them; and~~
>
> ~~(2) The city has a shelter option available for the person ordered to move from the camp and the person has been offered placement in the shelter option; and~~
>
> ~~(3) *Exception to this section.* If a person is offered a shelter option and refuses to go to the shelter option and the person refuses or fails to move from the camp location immediately after being ordered this person may be issued a citation and is subject to arrest.~~

~~(d)~~**(c)** Any person convicted of violating this section ~~shall not be~~ **is** subject to the general penalty provisions as provided in section 1-13.

~~(e)~~**(d)** For purposes of this section:

> (1) *Camp or camping* means the use of property for the purpose of unauthorized overnight occupancy, or to reside or dwell on public property with shelter overnight, or the use of public property for the purpose of overnight occupancy or longer occupancy. The term "shelter" as used in this definition includes, without limitation, any tent, tarpaulin, lean-to, sleeping bag, bedroll, blankets, or any form of cover or protection from the elements other than clothing. The term "reside or dwell" includes, without limitation, conducting such activities as eating, sleeping, or the storage of personal possessions. Evidence of unauthorized camps includes, but is not limited to, sleeping, or making preparations to sleep by laying out personal belongings, bedding, bedroll(s), blanket(s), sleeping pad(s), sleeping bag(s), erecting or occupying a tent, makeshift shelter, lean-to, tarpaulin, enclosure, or other

structure used for overnight living purposes, or any form of cover or protection from the elements other than clothing, or making preparations for a fire or making a fire (except for fires at sites specifically designated or authorized for a fire by the parks, recreation and open space (PROS) department), setting up or using a camp stove, cooking device, or other type of heating source (except for grills and personal grills permitted in designated areas by PROS). Camp or camping can include using a vehicle for overnight occupancy where overnight occupancy or overnight camping violates City Code or a city rule or regulation or is not otherwise authorized by the city. Camping does not include napping during the day or picnicking.

(2) *Public property* means, by way of illustration, but not limited to, a highway, highway median, any street, street median, road, road median, alley, sidewalk, strips of land between streets and sidewalks, lanes, catch basins, pedestrian or transit mall, bike path, greenway, public parking lot, or any other structure or area encompassed within the public right-of-way; any park, parkway, mountain park, open space, natural area, trail, beach, playground, or other publicly owned recreation facility; a municipal watercourse, bodies of water, watercourses, stormwater infrastructure such as, but not limited to, bridges, pipes, inlets and culverts; or any other grounds, buildings, or other facilities owned or leased by the city or by any other public entity, regardless of whether such public property is vacant or occupied and actively used for any public purpose

~~(f)~~**(e)** Any person convicted of camping or storing property in an area Closed to Camping, as described in City Code section 114-112, is subject to the General Penalty provision as provided in section 1-13 of the City Code

Section 2. That section 114-107 of the City Code of the City of Aurora, Colorado, is hereby amended to read as follows:

Sec. 114-107. Abatement of unauthorized camps.

(a) ~~If the notice requirements of this article are met and if the city has enough shelter options available for all the individuals and families in an unauthorized camp the~~ **The** City Manager shall authorize the removal of any unauthorized camp from public property.

(b) The City will not use this article to abate unauthorized camping in legally operable vehicles and lawfully registered recreational vehicles (RVs).

~~(c) The 72-hour notice requirement and the shelter option requirement of this article do not apply to an unauthorized camp in an area closed to camping. An unauthorized camp in an area closed to camping shall be abated without further notice and without the 72-hour~~

~~notice requirement or the shelter option requirement of this article. Any individual or family occupying an unauthorized camp in an area closed to camping or storing property in an area closed to camping shall be ordered to immediately move and remove their property.~~

Section 3. That section 114-108 of the City Code of the City of Aurora, Colorado, is hereby amended to read as follows:

Sec. 114-108. ~~Prerequisites for abatement of unauthorized camps.~~ **Available shelter options**

~~(a) *Available shelter option*. The City of Aurora, Colorado ("city") must have enough~~ **Having a** shelter options available for ~~all t~~**the** individuals and families in an unauthorized camp ~~before an unauthorized camp can be abated~~ **is preferred before the City abates an unauthorized camp but it is not a prerequisite that will prevent the abatement of an unauthorized camp.**

Section 4. That section 114-109 of the City Code of the City of Aurora, Colorado, is hereby amended to read as follows:

Sec. 114-109. Notice requirements.

~~(a) Verbal and written notices shall be provided to all occupants present in an unauthorized camp advising the occupants of the date and time of the abatement with an order the occupants must immediately leave the camp and remove their property. Any occupant present in the camp on the day of the abatement shall be offered placement in a shelter option and advised that services are available for them.~~

(a) Advance written or verbal notice to an individual or a family in an unauthorized camp is not required before the unauthorized camp may be abated.

(~~b~~) Verbal orders ~~only~~ may be given to occupants in ~~an~~ **any** unauthorized camp ~~in an area closed to camping,~~ requiring ~~them~~ **the individuals or families** to immediately move and remove their property from the area. **Failing to obey a verbal order to immediately move and remove property may result in criminal charges.**

~~(c) Written notices shall also be attached to unattended property.~~

~~(d) Written notices shall be posted around the camp at intervals sufficient to advise anyone entering the camp of the intended date and time of the camp abatement. The city shall not repost notices if they are removed or destroyed prior to the abatement.~~

~~(c) Weather conditions or other acts of God may prevent abatement of the unauthorized camp on the abatement date stated in the notice. Therefore, the date of the abatement may occur on the date in the notice or within the next 10 days.~~

~~(f) The notice requirements of this section do not apply to an unauthorized camp located in an area closed to camping. The signs posted advising the location is an area closed to camping is sufficient notice to the individuals and families in an unauthorized camp in an area closed to camping that the unauthorized camp shall be immediately abated without further notice.~~

Section 5. That section 114-110 of the City Code of the City of Aurora, Colorado, is hereby repealed.

~~Sec. 114-110. Minimum notice period before an unauthorized camp may be abated.~~

~~(a) *Seventy-two-hour notice*. No unauthorized camp will be abated until a minimum of 72 hours' notice, both verbal and written as required in section 114-109, has been provided to the occupants of a camp.~~

~~(b) *Exceptions*. The 72-hour notice requirement to abate an unauthorized camp does not apply and unauthorized camps may be ordered to immediately move and remove their property in the following situations:~~

~~(1) When a camp (or campers) is in a watercourse and there is an imminent threat of flooding due to a flash flood warning, flood warning, or flood watch issued by the National Weather Service.~~

~~(2) The unauthorized camp, camper, or camp property blocks a fire exit, an exit route, or a means of egress in violation of Occupational Safety and Health Administration ("OSHA") Standard Number 1910.37(a)(3), and 29 CFR 1910.37, as amended.~~

~~(3) When any person, vehicle, vessel, or other thing is ordered to move or be removed from a fire scene by the fire chief or officer of the fire department in charge at the scene of a fire or other emergency involving the protection of life or property, pursuant to International Fire Code section 104.11.~~

~~(4) When a camp is on a public sidewalk causing less than 36 inches of free travel.~~

~~(5) When a camp is in or along a public right-of-way or on a public sidewalk along a snow emergency route and the weather forecast is for snow that will require the snow emergency route to be plowed.~~

~~(6) When hazardous or explosive material is present.~~

~~(7) Unauthorized camps located in an area closed to camping.~~

Section 6. 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 7. Pursuant to Section 5-5 of the Charter of the City of Aurora, Colorado, the second publication of this Ordinance shall be by reference, utilizing the ordinance title. Copies of this Ordinance are available at the Office of the City Clerk.

Section 8. Repealer. All orders, resolutions, or ordinances in conflict with this Ordinance or with any of the documents hereby approved, are hereby repealed only to the extent of such conflict. This repealer shall not be construed as reviving any resolution, ordinance, or part thereof, heretofore repealed.

INTRODUCED, READ AND ORDERED PUBLISHED this _____ day of _____, 2025.

PASSED AND ORDERED PUBLISHED this _____ day of _____, 2025.

_____
MIKE COFFMAN, Mayor

ATTEST:

_____
KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

PETER A. SCHULTE, CITY ATTORNEY

By: _____
TIM JOYCE, Assistant City Attorney

CITY OF AURORA
Council Agenda Commentary

Item Title: Stanley 98 Street Vacation 1.0
Item Initiator: Ariana Muca, Planner II
Staff Source/Legal Source: Ariana Muca, Planner II; Lena McClelland, Assistant City Attorney
Outside Speaker: N/a
Council Goal: 2012: 5.2--Plan for the development and redevelopment of strategic areas, station areas and urban centers

COUNCIL MEETING DATES:

Study Session: N/a

Regular Meeting: 1/27/2025

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

Item requires a Public Hearing: ☒ Yes ☒ No

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

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

2025-13 FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, VACATING THE NORTHERN PORTION OF THE PUBLIC RIGHT-OF-WAY FOR JAMAICA STREET, LOCATED BETWEEN EAST 25TH AVENUE AND EAST 26TH PLACE, AND BETWEEN IRONTON STREET AND JOLIET STREET
Arian Muca, Planner II, Planning and Business Development / Lena McClelland, Assistant City Attorney

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

☐ Approve Item and Move Forward to Study Session

☐ Approve Item as Proposed at Study Session

☐ Approve Item and Move Forward to Regular Meeting

☒ Approve Item as Proposed at Regular Meeting

☐ Information Only

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

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: N/A

Policy Committee Date: N/A

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

☐ Recommends Approval

☐ Does Not Recommend Approval

☐ Forwarded Without Recommendation

☐ Minutes Not Available

☐ Minutes Attached

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

This request seeks to vacate a portion of the Jamaica Street right-of-way. Street vacations do not require Planning Commission review and are solely the responsibility of the City Council.

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

The applicant, Housing Authority of The City of Aurora, proposes to vacate two segments of street right-of-way and two alley right-of-ways at the northeast corner of Ironton Street and East 25th Avenue. This street vacation is part of a broader plan to facilitate the development of an affordable multi-family housing project (see Exhibit D).

Jamaica Street and related alleys, north of East 25th Avenue, are currently unpaved, and Jamaica includes existing stormwater utilities. The existing street layout does not support the proposed site configuration for the Stanley 98 Affordable Multi-Family site plan application, and a new access configuration has been designed. Refer to the attached ordinance for legal descriptions and illustrations of the right-of-way to be vacated.



In addition to the street vacation, the applicant has proposed to replat eight undeveloped lots into a single, larger lot that will accommodate any remaining utilities in easements as needed. The replat will be administratively reviewed with the Stanley 98 Affordable Multi-Family application following the approval of the Stanley 98 Street Vacations.

The proposed right-of-way vacation meets the criteria outlined in Section 146-5.4.2.B.3.C of the Unified Development Ordinance (UDO). It does not restrict access to any parcels or reduce the quality of public services to adjacent properties. The vacation will facilitate a cohesive site design and enable the approved development.

Therefore, staff recommends the approval of the right-of-way vacation.

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 approve this ordinance?

LEGAL COMMENTS

The City Council shall review and act to approve or deny applications for the vacation of all or part of an improved public right-of-way that has been accepted by the City. (UDO §146-5.4.2.B.3.a and UDO §146-5.4.2.B.3.b.iii) The City Council may approve a public right-of-way vacation if it finds that the requested vacation will not (i) create any landlocked parcels; (ii) restrict access to any parcel so that access is unreasonable or economically prohibitive; (iii) vacate a public alley unless such vacation is consistent with the Comprehensive Plan and the resulting land complies with lot access and connectivity requirements per Section 146-4.5 (Access and Connectivity); (iv) reduce the quality of public services to any property; or (v) be inconsistent with any transportation plan adopted by the City. (UDO §146-5.4.2.B.3.c)(McClelland)

VAN METER
WILLIAMS
POLLACK LLP

August 13, 2024

Ariana Muca
City of Aurora
Planning and Development Services
15151 E. Alameda Parkway
Aurora, Colorado 80012

RE: Letter of Introduction – Stanley 98 Site Plan Submittal

Dear Ms. Muca:

The Stanley 98 apartment development is an affordable multifamily housing project being developed and owned by the Housing Authority of the City of Aurora. The development is located near the intersection of Joliet Street and East 25th Ave.

Background and Funding: Stanley 98 is an affordable housing development funded with competitive state and federal low income housing tax credits awarded by the Colorado Housing and Finance Authority (CHFA). The demand for tax credits is four times that of the supply. The number of units and amenity components promised in CHFA application cannot be altered after an award of tax credits. Stanley 98 includes the following components:

1. One building with 75 apartments, including 31 one-bedroom, 31 two-bedroom and 13 three-bedroom units.
2. Offices for on-site property management, family services programming, compliance and maintenance.
3. Resident amenities including a rooftop deck, computer lab, package storage, bike storage, and community meeting space.
4. Exterior amenities including seating, various playgrounds, picnic and barbeque area.
5. A pedestrian bridge to connect over the 25th Drive drainageway.

Given site constraints, in order to build the physical components promised, AHA and the City of Aurora must work intentionally to address any concerns on the site. Consolidation of parcels, the vacations of alleyways and portions of Jamaica Street and East 26th Place, and an aerial apparatus for fire safety have been taken into design consideration and coordinated with City staff through the pre-application process.

An award of tax credits comes with hard deadlines for completion, and coupled with tax credit investor contribution dates. Overall, our timeline is as follows:

~March 3, 2025 - Completion of Architectural Construction Design Plans
~May 30, 2025 - Finalize project construction cost (GC GMP)
~July 11, 2025 - Building Permit Approval and Close of tax credit partnership

~July 21, 2025 - Begin Construction
~November 13, 2026 - Construction Completion-TCO (15 mo.)/Placed in Service
~January 1, 2027 – Lease up/100% Qualified Occupancy

Physical Site: The existing lot, 2.71 acres (117,853 SF+/-) site, which is currently owned by the Housing Authority of the City of Aurora and is vacant. A total of 75 units will be provided in this proposed development, with a mix of 1-, 2-, and 3-bedroom units, for a total density of 27.7 units per acre. The site is zoned OA-MS and no change in zoning is proposed.

It is important to note that the Applicant, the Housing Authority of the City of Aurora (AHA), is an affordable housing provider whose ***mission is to develop and promote quality housing while supporting and encouraging economic opportunities leading to self-sufficiency and independence.*** The Housing Authority desires to maximize the density of the site and serve the largest number of households on the parcel. These households will pay a reasonable rent and have the chance to improve their own well-being as well as contribute to the City of Aurora's economy. Stanley 98 will provide 75 affordable rental apartments meeting a portion of the City's production goals. This goal states a need for 3,500 new units per year to keep up with projected new jobs as per the City of Aurora Housing Strategy 12/21/2020.

Because of the infill nature of the site, the project is unique and the design team is working with constraints. The proposed development will require parcel consolidations, and vacations of alleyways and portions of Jamaica Street and East 26th Place. The project borders an open space amenity to the north, and will provide a pedestrian bridge connection to the adjacent neighborhood on the north side of the development. The building location on the site plan will activate Jamaica Street as the building entrance, and will incorporate a private drive for an aerial apparatus road to the north. The building will also have prominent frontage onto the existing Joliet Street. Entry to the site will be enhanced through specialty paving on Jamaica Street, prioritizing residential safety. Parking will be located on the western half of the site with guest parking spaces located along the new private drive just north of the parking lot, as well as on Joliet Street where directly abutting the parcel. The building footprint allows for a privatized south-facing courtyard amenity to help buffer the existing residential properties along East 25th Avenue to the south, and maximizes views from residences onto the open space to the north.

A landscape buffer adjustment to the north has been requested and given by City staff understanding the need to prioritize housing, parking and amenity spaces on the site.

The proposed site plan has used the site plan criteria in Section 146-405(F) as a basis for the development.

1. The development is consistent with the comprehensive plan.
2. There is not adverse effect to the existing city infrastructure and public improvements. This portion of the site is vacant with the anticipation of a development being placed on this site.
3. The proposed multi-family affordable housing is a permitted use of the zoning. It is noted that the adjacent parcels are both residential and non-residential in use. In accordance with city plans, the building has been sited with both primary frontage on a primary street (Jamaica Street) as well as residential frontage toward the adjacent multifamily parcels to the east. The building height remains well below the allowable height.
4. The proposed development is situated on a relatively flat site with a slight slope. Drive lanes, sidewalks, and the building work with this sloping and integrate landscaping strategies to complement the grading.
5. Landscaping for this site took into consideration the Unified Development Ordinance to the maximum extent feasible. Please refer to the site plan and landscape plan for amenities provided.
6. Careful consideration for the day-to-day functions of the residents as well as maintenance and regular services has been incorporated to provide efficient design and movement through the building and site.

7. Nuisance impacts are carefully considered as well, with mechanical equipment located on the roof, wherever possible, and screened from view as required with the use of parapets. Patios were designed to be covered to shelter from weather and sun and provide relief in the articulation in the building facade. The building's orientation to Joliet provides an attractive residential street frontage.
8. Unified Development Ordinances were carefully considered and adopted to provide a product that enhances and complements the surrounding community while also utilizing the affordable housing features applicable to this development.
9. A clear pattern of circulation has been designed around the site. Vehicular movement and uses follow the existing neighborhood patterns established by the street patterns of Ironton, Jamaica, and Joliet Streets with a new connecting private drive on the north border of the site. Pedestrian circulation is adjacent to the building and opens into the courtyard amenity and public sidewalk connections. Bicycle parking is located inside the building and accessed directly from the courtyard amenity.
10. The ROW improvements to the sidewalk and landscaping are to be provided. No additional streets are planned as part of the development, but all internal drive lanes and parking areas are designed to meet City standards.
11. The Housing Authority of the City of Aurora has developed and maintained numerous properties throughout the City of Aurora and continues to maintain positive relationships with the City and their neighbors.

The following outlines the Housing Authority's multifamily goals for this development:

- Create a new community that evokes a sense of pride for the residents.
- To provide high quality, sustainable affordable housing without compromising design.
- To create a new community of 75 affordable units with active features including a peaceful courtyard, children's play features, and gathering areas for resident connection and contentment.
- To provide resident services and amenities enhancing confidence, community inclusion and personal enrichment.
- To create a safe community that heightens the existing neighborhood environment.

Below is a list of the property Ownership team and project design team:

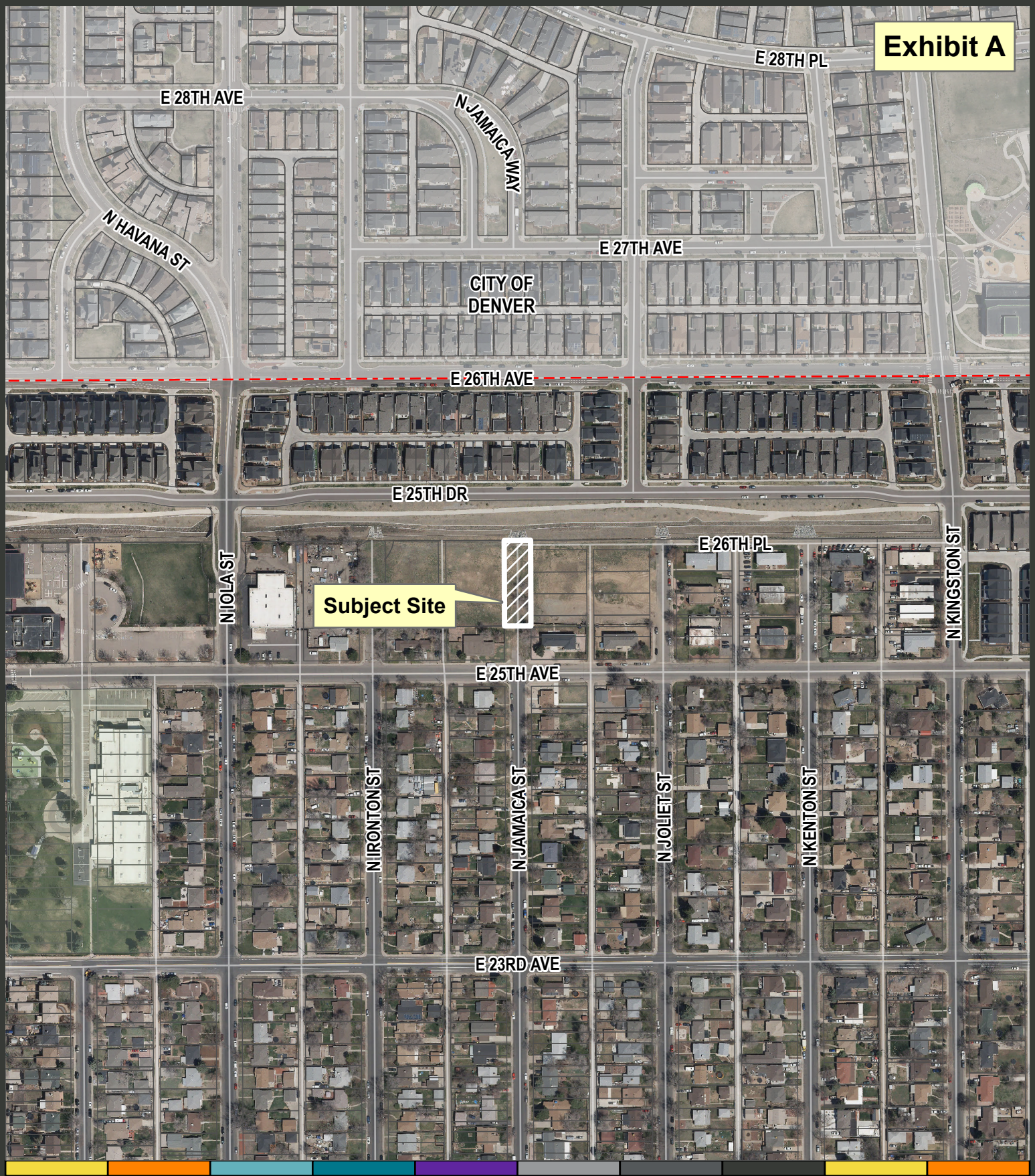
Owner: Martin Petrov
Housing Authority of the City of Aurora
2280 S. Xanadu Way
Aurora, CO 80014
720-251-2094
mpetrov@aurorahousing.org

Design Team:
Architect: Brett Jacques
Van Meter Williams Pollack LLP
1738 Wynkoop Street, Suite 203
Denver, CO 80202
303-298-1480
brett@vmwp.com

Civil Engineer: Connor Culligan
Craft Civil Design
23 Lincoln Street, Suite 200
Denver, CO 80203
650-888-4550
cculligan@craftcivil.com

Landscape Architect: Bob Couri
Britina Design Group
1760 Gaylord Street, Suite 3M
Denver, CO 80206
303-423-5680
bob@britina.com

Regards,
Brett Jacques
Van Meter Williams Pollack



Planning and Business Development

15151 E. Alameda Parkway
Aurora CO 80012 USA
AuroraGov.org
303.739.7250
GIS@auroragov.org

Miles 0 0.0225 0.045

City of Aurora, Colorado

Stanley 98 Street Vacation

Case Number: 2024-8001-00
Development Application: #2393-00

1/7/2025 I:\GIS\ArcGIS_Pro_Projects\Planning\Development Review\Data Services\VicinityMap_Pro\VicinityMap_Pro_Arial.aprx

EXHIBIT A

SHEET 1 OF 3

A PORTION OF THAT 30 FOOT WIDE RIGHT OF WAY, TO BE VACATED, DEDICATED BY BOOK 422, PAGE 366, IN BLOCK 103, THE PLAT OF BOSTON HEIGHTS 2ND FILING, TOGETHER WITH A PORTION OF THAT 30 FOOT WIDE RIGHT OF WAY DEDICATED BY THE PLAT OF JOHNSON-HICKAM SUBDIVISION AT RECEPTION NUMBER 480782, MAKING A 60 FOOT RIGHT OF WAY OF JAMAICA STREET, SITUATED IN THE NORTHWEST 1/4 OF SECTION 35, TOWNSHIP 3 SOUTH, RANGE 67 WEST OF THE 6TH P.M., CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF THE PARCEL DESCRIBED IN BOOK 612, PAGE 86, AND THE WEST LINE OF SAID 60 FOOT RIGHT OF WAY, FROM WHICH THE NORTHWEST CORNER OF SAID NORTHWEST 1/4 BEARS N59°50'37"W, A DISTANCE OF 1114.45 FEET, WHERE THE NORTH LINE OF SAID SECTION BEARS N89°42'41"E, A DISTANCE OF 2661.10 FEET PER THE CITY OF AURORA HORIZONTAL CONTROL MAP BOOK 03C, MONUMENTED BY A 3 1/4" ALUMINUM CAP STAMPED 20683 IN RANGE BOX ON THE EAST AND WEST, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO;

THENCE N00°18'28"W, A DISTANCE OF 196.32 FEET, ON SAID WEST LINE, TO THE SOUTH LINE OF THE NORTH 318.4 FEET OF SAID BLOCK 103;
THENCE N89°42'41"E, A DISTANCE OF 60.00 FEET, ON SAID SOUTH LINE, TO THE EXTENSION OF THE WEST LINE OF BLOCK 104, SAID PLAT;
THENCE S00°18'28"E, A DISTANCE OF 196.42 FEET, ON SAID WEST LINE;
THENCE S89°48'25"W, A DISTANCE OF 60.00 FEET, TO THE POINT OF BEGINNING.

CONTAINING 11,782± SQUARE FEET (0.270± ACRES)

RESERVING UNTO THE CITY OF AURORA A STORM SEWER EASEMENT BEING A PORTION OF THE ABOVE DESCRIBED PARCEL, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF THE PARCEL DESCRIBED IN BOOK 612, PAGE 86, AND THE WEST LINE OF SAID 60 FOOT RIGHT OF WAY, FROM WHICH THE NORTHWEST CORNER OF SAID NORTHWEST 1/4 BEARS N59°50'37"W, A DISTANCE OF 1114.45 FEET; THENCE N89°48'25"E, A DISTANCE OF 15.00 FEET, TO THE POINT OF BEGINNING;

THENCE THENCE N00°18'28"W, A DISTANCE OF 196.35 FEET, TO THE SOUTH LINE OF THE NORTH 318.4 FEET OF SAID BLOCK 103;
THENCE N89°42'41"E, A DISTANCE OF 30.00 FEET, ON SAID SOUTH LINE;
THENCE S00°18'28"E, A DISTANCE OF 196.40 FEET;
THENCE S89°48'25"W, A DISTANCE OF 30.00 FEET, TO THE POINT OF BEGINNING.

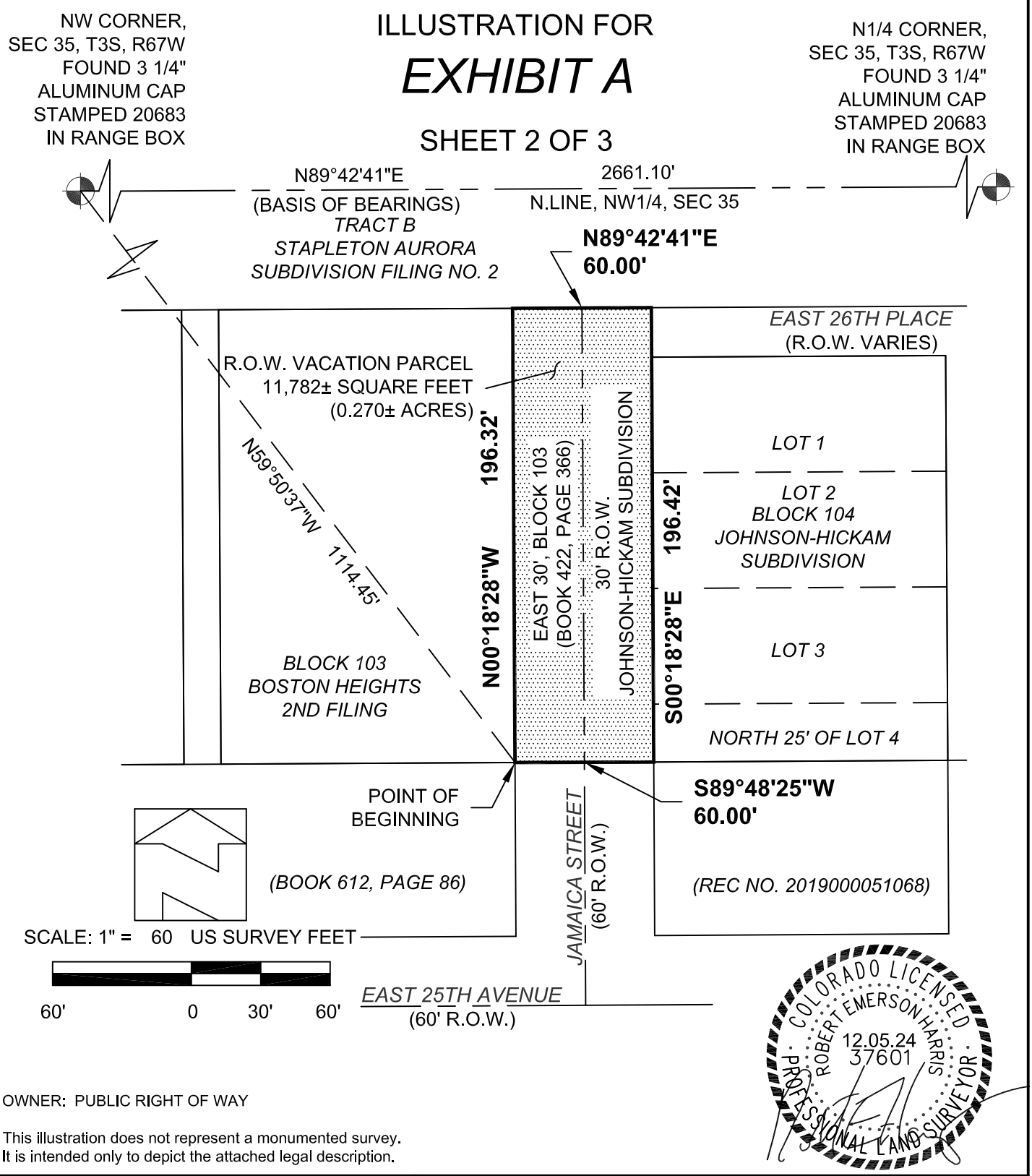
ALL LINEAL DISTANCES ARE REPRESENTED IN U.S. SURVEY FEET.



ROBERT E. HARRIS
COLORADO P.L.S. 37601
FOR & ON BEHALF OF
GILLIANS LAND CONSULTANTS

ILLUSTRATION FOR
EXHIBIT A

SHEET 2 OF 3



COLORADO LICENSED
ROBERT EMERSON HARRIS
12.05.24
37601
PROFESSIONAL LAND SURVEYOR

OWNER: PUBLIC RIGHT OF WAY

This illustration does not represent a monumented survey.
It is intended only to depict the attached legal description.

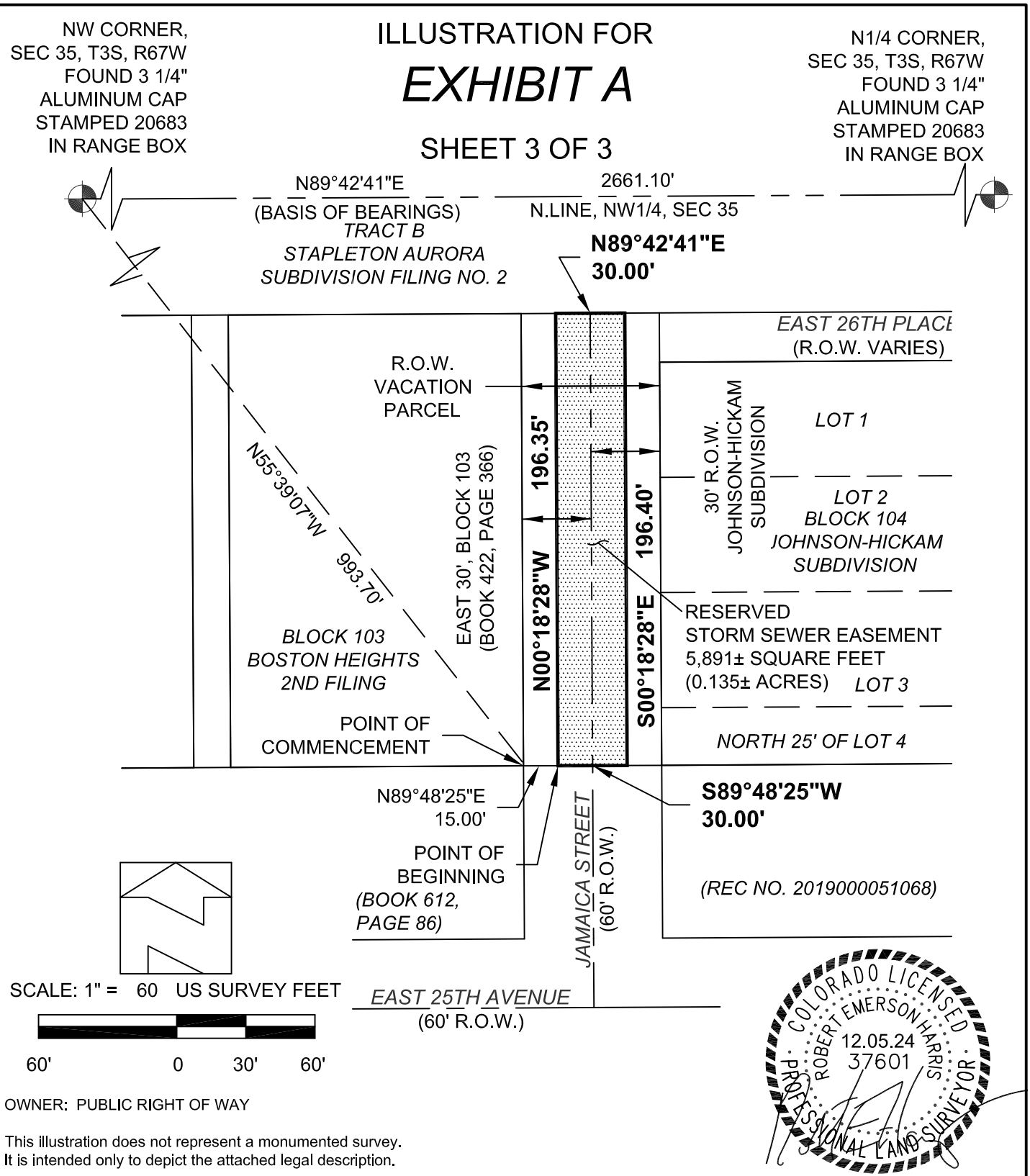
CITY OF AURORA, COLORADO

DRAWN BY:	SCALE:	R.O.W. FILE NUMBER
DRH	1" = 60'	
CHECKED BY:	DATE:	JOB NUMBER:
REH	12-05-2024	24132

A PARCEL OF LAND, TO BE VACATED, LYING IN THE NW 1/4 OF SECTION 35, T3S, R67W OF THE 6th P.M., CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO.

ILLUSTRATION FOR
EXHIBIT A

SHEET 3 OF 3



OWNER: PUBLIC RIGHT OF WAY

This illustration does not represent a monumented survey.
It is intended only to depict the attached legal description.

CITY OF AURORA, COLORADO

DRAWN BY:	SCALE:	R.O.W. FILE NUMBER
DRH	1" = 60'	
CHECKED BY:	DATE:	JOB NUMBER:
REH	12-05-2024	24132

A 30 FOOT WIDE STORM SEWER EASEMENT RESERVATION, LYING IN THE NW 1/4 OF SECTION 35, T3S, R67W OF THE 6th P.M., CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO.

STANLEY 98 SUBDIVISION FILING NO. 1

A RESUBDIVISION OF A PART OF BLOCK 104,
JOHNSON-HICKAM SUBDIVISION,
AND A PART OF BLOCK 103, BOSTON HEIGHTS 2ND FILING,
THE NORTHWEST 1/4 OF SECTION 35,
TOWNSHIP 3 SOUTH, RANGE 67 WEST OF THE 6TH P.M.,
CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO
SHEET 1 OF 3

LAND DESCRIPTION AND DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED WARRANT THEY ARE OWNER OF LOTS 1, 2, 3, 8, 9, 10 AND THE NORTH 25 FEET OF LOT 4 AND THE NORTH 25 FEET OF LOT 7, BLOCK 104, JOHNSON-HICKAM SUBDIVISION,
TOGETHER WITH
THAT PART OF BLOCK 103, BOSTON HEIGHTS, 2ND FILING, DESCRIBED AS FOLLOWS:
BEGINNING AT THE INTERSECTION OF THE NORTH LINE (OR SAID NORTH LINE EXTENDED) OF THE PARCEL DESCRIBED IN DEED RECORDED IN BOOK 612 AT PAGE 86 WITH THE WEST LINE OF THE EAST 30 FEET OF SAID BLOCK;

THENCE NORTH, ALONG THE WEST LINE OF THE EAST 30 FEET OF SAID BLOCK TO THE NORTH LINE OF THE SOUTH 301.6 FEET OF SAID BLOCK;
THENCE WEST, PARALLEL WITH THE SOUTH LINE OF SAID BLOCK, TO THE EAST LINE OF THE WEST 30 FEET OF SAID BLOCK;
THENCE SOUTH, ALONG THE EAST LINE OF THE WEST 30 FEET OF SAID BLOCK, TO THE NORTH LINE (OR SAID NORTH LINE EXTENDED) OF THE PARCEL DESCRIBED IN BOOK 972 AT PAGE 270;
THENCE EAST, ALONG THE NORTH LINE OF SAID PARCEL DESCRIBED IN BOOK 972 AT PAGE 270, TO THE WEST LINE OF A 16-FOOT STRIP THROUGH SAID BLOCK, THE CENTER LINE OF WHICH IS THE NORTH-SOUTH CENTER LINE OF SAID BLOCK;
THENCE EASTERLY TO THE NORTHWEST CORNER OF THE PARCEL DESCRIBED IN DEED RECORDED IN BOOK 612 AT PAGE 86;
THENCE EASTERLY, ALONG THE NORTH LINE OF SAID PARCEL DESCRIBED IN BOOK 612 AT PAGE 86, TO THE POINT OF BEGINNING;

EXCEPT THAT PART OF SAID PROPERTY LYING WITHIN A STRIP OF LAND 8 FEET ON EACH SIDE OF THE NORTH-SOUTH CENTER LINE OF SAID BLOCK; AND EXCEPT ANY PORTION OF SAID PROPERTY LYING WITHIN THE NORTH 318.4 FEET OF SAID BLOCK;
AND ALSO EXCEPTING THAT PARCEL CONVEYED TO THE CITY OF AURORA IN QUIT CLAIM DEED RECORDED JUNE 18, 1951 IN BOOK 422 AT PAGE 366, AND FURTHER EXCEPTING, THAT PARCEL CONVEYED IN SPECIAL WARRANTY DEED RECORDED DECEMBER 8, 1951 IN BOOK 432 AT PAGE 273, COUNTY OF ADAMS, STATE OF COLORADO,
TOGETHER WITH
THOSE VACATED RIGHTS OF WAY OF EAST 26TH PLACE IN RECEPTION NUMBER _____, AND JAMAICA STREET IN RECEPTION NUMBER _____, AND THAT 16 FOOT ALLEY IN SAID BLOCK 103 IN RECEPTION NUMBER _____, AND THAT 16 FOOT ALLEY IN SAID BLOCK 104 IN RECEPTION NUMBER _____, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF THE PARCEL DESCRIBED IN SAID BOOK 612, PAGE 86, AND THE WEST RIGHT OF WAY LINE OF JAMAICA STREET AS DESCRIBED IN SAID BOOK 422 AT PAGE 366, FROM WHICH THE NORTHWEST CORNER OF SAID NORTHWEST 1/4 BEARS N59°50'37"W, A DISTANCE OF 1114.45 FEET, WHERE THE NORTH LINE OF SAID SECTION BEARS N89°42'41"E, A DISTANCE OF 2661.10 FEET PER THE CITY OF AURORA HORIZONTAL CONTROL MAP BOOK 03C, MONUMENTED BY A 3 1/4" ALUMINUM CAP STAMPED 20683 IN RANGE BOX ON THE EAST AND WEST, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO;

THENCE S89°40'24"W, A DISTANCE OF 270.23 FEET, ON THE NORTH LINE OF SAID BOOK 612, PAGE 86, AND THE NORTH LINE OF SAID BOOK 972 AT PAGE 270, TO THE EAST RIGHT OF WAY LINE OF IRONTON STREET AS DESCRIBED IN SAID BOOK 422 AT PAGE 366;
THENCE N00°18'28"W, A DISTANCE OF 160.03 FEET, ON SAID EAST RIGHT OF WAY LINE;
THENCE ON A NON-TANGENT CURVE TO THE LEFT 37.71 FEET, WITH A RADIUS OF 437.50 FEET, A DELTA OF 4°56'18", AND A CHORD WHICH BEARS N14°21'06"E, A DISTANCE OF 37.70 FEET, TO THE SOUTH LINE OF THE NORTH 318.4 FEET OF SAID BLOCK 103;
THENCE N89°42'41"E, A DISTANCE OF 590.85 FEET, ON SAID SOUTH LINE, TO THE EXTENSION OF THE WEST RIGHT OF WAY LINE OF JOLIET STREET, AS DEDICATED BY SAID SUBDIVISION;
THENCE S00°18'28"E, A DISTANCE OF 196.24 FEET, ON SAID WEST RIGHT OF WAY LINE OF JOLIET STREET, TO THE SOUTH LINE OF THE NORTH 25 FEET OF SAID LOTS 4 AND 7;
THENCE S89°40'24"W, A DISTANCE OF 270.16 FEET, ON SAID SOUTH LINE OF THE NORTH 25 FEET OF SAID LOTS 4 AND 7, TO THE EAST RIGHT OF JAMAICA STREET AS DEDICATED BY SAID SUBDIVISION;
THENCE S89°48'25"W, A DISTANCE OF 60.00 FEET, TO THE POINT OF BEGINNING.

CONTAINING 117,714 SQUARE FEET OR 2.702 ACRES, MORE OR LESS; HAVE LAID OUT, PLATTED, AND SUBDIVIDED THE SAME INTO A LOT, AND A BLOCK AS SHOWN ON THIS PLAT UNDER THE NAME AND STYLE OF ***STANLEY 98 SUBDIVISION FILING NO. 1*** AND BY THESE PRESENTS DO HEREBY DEDICATE TO THE CITY OF AURORA, COLORADO, FOR THE PERPETUAL USE OF THE PUBLIC, THE STREETS, EASEMENTS, AS SHOWN HEREON AND NOT PREVIOUSLY DEDICATED TO THE PUBLIC.

OWNER:

UC SMP, LLC, A COLORADO LIMITED LIABILITY COMPANY

_____
SIGNATURE

_____ _____
PRINT NAME PRINT TITLE

NOTARIAL:

STATE OF COLORADO)
COUNTY OF ADAMS) SS

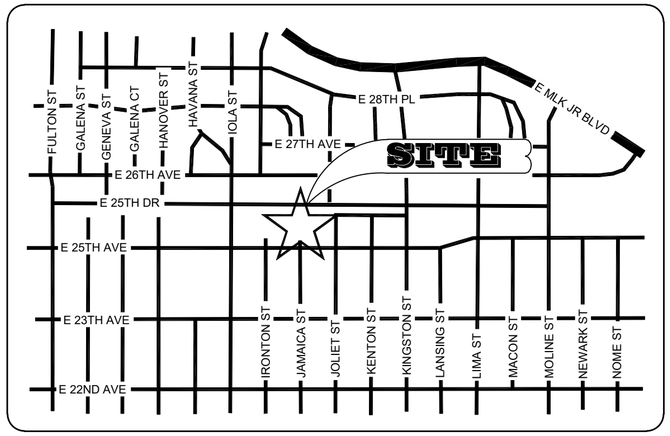
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS __DAY OF _____, 20__A.D.

BY:_____ AS _____ OF _____, AS PRESIDENT.

WITNESS MY HAND AND OFFICIAL SEAL:

_____
NOTARY PUBLIC

MY COMMISSION EXPIRES: _____



VICINITY MAP

SCALE: 1"=1,000'

CONTRACT PURCHASER:

HOUSING AUTHORITY OF THE CITY OF AURORA, COLORADO, A BODY CORPORATE AND POLITIC

_____
SIGNATURE

_____ _____
PRINT NAME PRINT TITLE

NOTARIAL:

STATE OF COLORADO)
COUNTY OF ADAMS) SS

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS __DAY OF _____, 20__A.D.

BY:_____ AS _____ OF _____, AS PRESIDENT.

WITNESS MY HAND AND OFFICIAL SEAL:

_____
NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY I WAS IN RESPONSIBLE CHARGE OF THE SURVEY WORK USED IN THE PREPARATION OF THIS PLAT; THE POSITIONS OF THE PLATTED POINTS SHOWN HEREON HAVE AN ACCURACY OF NOT LESS THAN ONE (1) FOOT IN TEN THOUSAND (10,000) FEET PRIOR TO ADJUSTMENTS; AND ALL BOUNDARY MONUMENTS AND CONTROL CORNERS SHOWN HEREON WERE IN PLACE AS DESCRIBED ON _____. I FURTHER CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS ACCURATE AND IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE TO MY KNOWLEDGE, INFORMATION, AND BELIEF. THIS CERTIFICATION IS NOT A GUARANTY OR WARRANTY, EITHER EXPRESSED OR IMPLIED.

ROBERT E. HARRIS
COLORADO P.L.S. 37601
FOR & ON BEHALF OF
GILLIANS LAND CONSULTANTS



CITY OF AURORA APPROVALS:

THE FOREGOING INSTRUMENT IS APPROVED FOR FILING AND CONVEYANCE OF STREETS, EASEMENTS AS SHOWN HEREON AND IS ACCEPTED BY THE CITY OF AURORA, COLORADO, THIS _____DAY OF_____,20 __A.D, SUBJECT TO THE CONDITION THAT THE CITY SHALL UNDERTAKE MAINTENANCE OF ANY SUCH STREETS ONLY AFTER CONSTRUCTION HAS BEEN COMPLETED BY THE SUBDIVIDER TO CITY OF AURORA SPECIFICATIONS

_____
CITY ENGINEER DATE

_____
PLANNING DIRECTOR DATE

MORTGAGE HOLDER

THE UNDERSIGNED, AS MORTGAGE HOLDERS ON PART OR ALL OF THE HEREON SHOWN REAL PROPERTY, DO HEREBY AGREE AND CONSENT TO THE PLATTING OF SAID PROPERTY AS SHOWN HEREON.

_____
ENTERPRISE COMMUNITY LOAN FUND, INC., A MARYLAND NONSTOCK, NONPROFIT CORPORATION, AS ADMINISTRATIVE AGENT FOR CERTAIN LENDERS, ITS SUCCESSORS AND/OR ASSIGNS

2	EASEMENT CHANGES	12-04-2024	DRH
1	CITY COMMENTS	11-18-2024	DRH
NO	REVISION RECORD	DATE	BY

GILLIANS LAND CONSULTANTS
P.O. BOX 375
BENNETT, CO 80102
303-972-6640
www.gilliansIc.com

JN: 24132
INITIAL SUBMITTAL DATE: 09/27/2024

STANLEY 98 SUBDIVISION FILING NO. 1

A RESUBDIVISION OF A PART OF BLOCK 104,
JOHNSON-HICKAM SUBDIVISION,
AND A PART OF BLOCK 103, BOSTON HEIGHTS 2ND FILING,
THE NORTHWEST 1/4 OF SECTION 35,
TOWNSHIP 3 SOUTH, RANGE 67 WEST OF THE 6TH P.M.,
CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO
SHEET 2 OF 3

NOTES

1. NOTICE: ACCORDING TO COLORADO LAW, YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT, MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF CERTIFICATION SHOWN HEREON.

2. THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY GILLIANS LAND CONSULTANTS TO DETERMINE OWNERSHIP OR EASEMENTS OF RECORD, RIGHT OF WAY, AND TITLE OF RECORD. GILLIANS LAND CONSULTANTS RELIED UPON LAND TITLE GUARANTEE COMPANY ORDER NUMBER: ABD70821440-5, COMMITMENT DATE 12/27/2023 AT 5:00 P.M. FOR THIS INFORMATION.

3. DISTANCES ON THIS SURVEY ARE EXPRESSED IN US SURVEY FEET AND DECIMALS THEREOF. A US SURVEY FOOT IS DEFINED AS EXACTLY 1200/3937 METERS.

4. RIGHT-OF-WAY FOR INGRESS AND EGRESS FOR SERVICE AND EMERGENCY VEHICLES IS GRANTED OVER, ACROSS, ON, AND THROUGH ANY AND ALL PRIVATE ROADS, WAYS, AND FIRE LANES NOW OR HEREAFTER ESTABLISHED ON THE DESCRIBED PROPERTY. THE SAME ARE HEREBY DESIGNATED AS FIRE LANES AND EMERGENCY AND SERVICE VEHICLE ROADS AND SHALL BE POSTED "NO PARKING- FIRE LANE".

5. THE EASEMENT AREA WITHIN EACH LOT OR TRACT IS TO BE CONTINUOUSLY MAINTAINED BY THE OWNER OF THE LOT OR TRACT EXCEPTING THE CITY OF AURORA FROM SUCH RESPONSIBILITY. ANY STRUCTURES INCONSISTENT WITH THE USE GRANTED IN THE EASEMENT ARE PROHIBITED.

COVENANTS:

THE UNDERSIGNED OWNER(S), FOR THEMSELVES, THEIR HEIRS, SUCCESSORS AND ASSIGNS (COLLECTIVELY HEREAFTER "OWNER"), COVENANT AND AGREE WITH THE CITY OF AURORA ("CITY");

ALL ELECTRICAL, COMMUNITY UTILITY LINES AND SERVICES, AND STREET LIGHTING CIRCUITS, EXCEPT AS PROVIDED IN SECTION 126-505 OF THE CITY CODE AS THE SAME MAY BE AMENDED FROM TIME TO TIME, SHALL BE INSTALLED UNDERGROUND;

ALL CROSSINGS OR ENCROACHMENTS, INCLUDING BUT NOT LIMITED, TO PRIVATE LANDSCAPE IRRIGATION SYSTEMS, UNDERDRAINS, OR PRIVATE UTILITIES INTO EASEMENTS OWNED BY THE CITY OF AURORA ARE ACKNOWLEDGED BY THE UNDERSIGNED AS BEING SUBJECT TO THE CITY OF AURORA'S USE AND OCCUPANCY OF SAID EASEMENTS AND RIGHTS-OF-WAY. THE UNDERSIGNED, THEIR SUCCESSORS AND ASSIGNS, HEREBY AGREE TO INDEMNIFY AND HOLD HARMLESS THE CITY OF AURORA FOR ANY LOSS, DAMAGE, OR REPAIR TO PRIVATE LANDSCAPE IRRIGATION SYSTEMS, UNDERDRAINS, OR PRIVATE UTILITIES THAT MAY RESULT FROM THE CITY OF AURORA'S USE AND OCCUPANCY OR EXERCISE OF ITS RIGHTS IN SAID EASEMENTS AND RIGHTS OF WAY. THE UNDERSIGNED, ITS SUCCESSORS AND ASSIGNS, FURTHER AGREES TO REMOVE, REPAIR, REPLACE, RELOCATE, MODIFY, OR OTHERWISE ADJUST SAID PRIVATE LANDSCAPE IRRIGATION SYSTEMS, UNDERDRAINS, PRIVATE DETENTION POND AND DRAINAGE FEATURES, OR PRIVATE UTILITIES UPON REQUEST FROM THE CITY OF AURORA AND AT NO EXPENSE TO THE CITY OF AURORA.

THE AREA(S) LABELED "DRAINAGE EASEMENT" ("DRAINAGE EASEMENT AREA") HEREON DEPICT EASEMENT(S) HEREBY DEDICATED BY THE OWNER TO THE CITY AS SET FORTH HEREIN. OWNER GRANTS THE RIGHT, PRIVILEGE AND AUTHORITY, BUT NOT THE OBLIGATION, TO THE CITY TO SURVEY, CONSTRUCT, RECONSTRUCT, OPERATE, MAINTAIN, REMOVE, REPLACE, UPGRADE AND USE: STORM DRAINAGE FACILITIES, INCLUDING BUT NOT LIMITED TO FENCES, GATES, SIGNS, WALLS, CHANNELS, DROP STRUCTURES, TRICKLE CHANNELS, OUTLET STRUCTURES, FOREBAY, WEIR SECTIONS, INCLUDING ALL FIXTURES, DEVICES, STRUCTURES, GRADING, AND ANY AND ALL OTHER APPURTENANCES THERETO WHATSOEVER NECESSARY OR USEFUL IN THE OPERATION OF A DRAINAGE AREA AND ALL OTHER ITEMS LOCATED BELOW GRADE LEVEL, AT GRADE LEVEL AND ABOVE GRADE LEVEL WITHIN THE DRAINAGE EASEMENT AREA (COLLECTIVELY AND INDIVIDUALLY HEREINAFTER REFERRED TO AS "DRAINAGE FACILITIES"), TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OVER, ACROSS, ON AND THROUGH SAID DRAINAGE EASEMENT AREA, AND THE RIGHT TO REMOVE OBJECTS OR STRUCTURES THEREFROM THAT INTERFERE OR ENDANGER ANY DRAINAGE FACILITIES AS DETERMINED BY THE CITY IN ITS SOLE DISCRETION AND WITHOUT LIABILITY OR EXPENSE TO THE CITY. THE DRAINAGE EASEMENT TOGETHER WITH ANY AND ALL DRAINAGE FACILITIES LOCATED WITHIN THE DRAINAGE EASEMENT AREA ARE TO BE CONSTRUCTED AND CONTINUOUSLY MAINTAINED BY THE OWNER OF THE APPLICABLE PORTION OF THE DRAINAGE EASEMENT AREA AND AT NO COST TO THE CITY. SUCH OWNER HAS RESPONSIBILITY AND LIABILITY FOR THE APPLICABLE DRAINAGE EASEMENT AREA, DRAINAGE FACILITIES, AND THEIR MAINTENANCE. THE CITY, IN CITY'S SOLE DISCRETION AND WITHOUT ASSUMING RESPONSIBILITY OR LIABILITY FOR THE DRAINAGE EASEMENT AREA, DRAINAGE FACILITIES OR THEIR MAINTENANCE, MAY ENTER THE DRAINAGE EASEMENT AREA FOR THE PURPOSES SET FORTH HEREIN AND FOR CLEANING, MAINTAINING, REPAIRING, CONSTRUCTING, OR IMPROVING THE DRAINAGE EASEMENT AREA OR DRAINAGE FACILITIES AT THE EXPENSE OF THE APPLICABLE OWNER, FOLLOWING SUCH OWNER'S FAILURE TO REASONABLY CURE ANY DEFAULT UPON RECEIPT OF WRITTEN NOTICE OF THE SAME. SUCH OWNER SHALL PROMPTLY REIMBURSE THE CITY, UPON REQUEST, FOR ANY EXPENSE RELATED THERETO (INCLUDING, BUT NOT LIMITED TO REMOVAL, REMEDIATION, COURT, COLLECTION AND ATTORNEYS' FEES AND COSTS). FAILURE TO REIMBURSE THE CITY MAY RESULT IN THE CITY RECORDING A MECHANIC AND MATERIAL MEN'S LIEN AGAINST THE APPLICABLE PORTION OF THE DRAINAGE EASEMENT AREA IN THE RECORDS OF THE COUNTY CLERK AND RECORDER'S OFFICE WHERE THE DRAINAGE EASEMENT AREA IS LOCATED.

THE AREA(S) LABELED "FIRE LANE EASEMENT" ("FIRE LANE EASEMENT AREA") HEREON DEPICT EASEMENT(S) HEREBY DEDICATED BY THE OWNER TO THE CITY AS SET FORTH HEREIN. OWNER GRANTS THE RIGHT, PRIVILEGE AND AUTHORITY, BUT NOT THE OBLIGATION, TO THE CITY TO SURVEY, CONSTRUCT, RECONSTRUCT, OPERATE, MAINTAIN, REMOVE, REPLACE, UPGRADE AND USE: FACILITIES, AND ALL FIXTURES, DEVICES AND STRUCTURES WHATSOEVER NECESSARY OR USEFUL IN THE OPERATION OF A FIRE LANE OVER, ACROSS, ON AND THROUGH THE AREAS DEPICTED HEREON AS FIRE LANE EASEMENT; TOGETHER WITH THE RIGHT-OF-WAY FOR INGRESS AND EGRESS OF EMERGENCY AND SERVICE VEHICLES OVER, ACROSS, ON AND THROUGH THE AREAS DEPICTED HEREON AS FIRE LANE EASEMENTS, WHICH SAID LANES TO BE DEDICATED AND DESIGNATED AS FIRE LANE EASEMENTS AND EMERGENCY AND SERVICE VEHICLE ROADS; FIRE LANE EASEMENTS SHALL BE CONSTRUCTED AND MAINTAINED BY EACH OWNER OF THE APPLICABLE PORTION OF THE FIRE LANE EASEMENT AREA AT NO COST TO THE CITY IN ACCORDANCE WITH CURRENT CITY STANDARDS FOR FIRE LANE EASEMENTS AND SHALL BE POSTED BY SUCH OWNER WITH SIGNS STATING "NO PARKING - FIRE LANE" IN ACCORDANCE WITH THE CITY CODE OF AURORA, COLORADO (COLLECTIVELY AND INDIVIDUALLY HEREINAFTER REFERRED TO AS "FIRE LANE FACILITIES"). OWNER ALSO GRANTS THE CITY THE RIGHT OF INGRESS AND EGRESS OVER, ACROSS, ON AND THROUGH SAID FIRE LANE EASEMENT AREA, AND THE RIGHT TO REMOVE OBJECTS OR STRUCTURES THEREFROM THAT INTERFERE OR ENDANGER ANY FIRE LANE FACILITIES AS DETERMINED BY THE CITY IN ITS SOLE DISCRETION AND WITHOUT LIABILITY OR EXPENSE TO THE CITY. OWNER HAS RESPONSIBILITY AND LEGAL LIABILITY FOR THE FIRE LANE EASEMENT AREA, CONSTRUCTION OF FIRE LANE FACILITIES AND CONTINUOUS MAINTENANCE OF THE FIRE LANE EASEMENT AREA, FIRE LANE FACILITIES, AND ALL OTHER ITEMS LOCATED BELOW GRADE LEVEL, AT GRADE LEVEL AND ABOVE GRADE LEVEL WITHIN THE FIRE LANE EASEMENT AREA; ALL AT NO COST TO THE CITY. THE CITY, IN CITY'S SOLE DISCRETION AND WITHOUT ASSUMING RESPONSIBILITY OR LEGAL LIABILITY FOR THE FIRE LANE EASEMENT AREA, FIRE LANE FACILITIES OR THEIR MAINTENANCE, MAY ENTER THE FIRE LANE EASEMENT AREA FOR THE PURPOSES SET FORTH HEREIN AND FOR CLEANING, MAINTAINING, REPAIRING, CONSTRUCTING OR IMPROVING THE EASEMENT OR FIRE LANE FACILITIES AT THE EXPENSE OF THE APPLICABLE OWNER, FOLLOWING SUCH OWNER'S FAILURE TO REASONABLY CURE ANY DEFAULT UPON RECEIPT OF WRITTEN NOTICE OF THE SAME. SUCH OWNER SHALL PROMPTLY REIMBURSE THE CITY FOR ANY EXPENSE RELATED THERETO (INCLUDING, BUT NOT LIMITED TO REMOVAL, REMEDIATION, COURT, COLLECTION AND ATTORNEYS' FEES AND COSTS). FAILURE TO REIMBURSE THE CITY MAY RESULT IN THE CITY RECORDING A MECHANIC AND MATERIAL MEN'S LIEN AGAINST THE APPLICABLE PORTION OF THE FIRE LANE EASEMENT AREA IN THE RECORDS OF THE COUNTY CLERK AND RECORDER'S OFFICE WHERE THE FIRE LAND EASEMENT AREA IS LOCATED.

THE AREA(S) LABELED AS "WATER EASEMENT" HEREON DEPICT EASEMENT(S) DEDICATED BY THE OWNER TO THE CITY FOR USE BY THE CITY, BUT NOT BY THIRD PARTY PUBLIC UTILITIES, TO SURVEY, INSTALL, CONSTRUCT, RECONSTRUCT, RELOCATE, REPLACE, MAINTAIN, ENLARGE, UPGRADE, REPAIR, USE, OPERATE, PATROL, CONTROL, IMPROVE, TEST, INSPECT OR REMOVE AT ANY TIME AND FROM TIME TO TIME AS MAY BE NECESSARY AND USEFUL TO, OR REQUIRED BY CITY, ANY AND ALL IMPROVEMENTS, FACILITIES AND APPURTENANCES TO WATER LINES, WATER MAINS, METERS, FIRE HYDRANTS CONDUITS, VAULTS, METERS, VALVES, MANHOLES, VENT PIPES, UTILITY LOCATION MARKERS OR ANY OTHER WATER UTILITY STRUCTURES INCLUDING, BUT NOT LIMITED TO, ANY AND ALL NECESSARY CABLES, WIRES AND ALL IMPROVEMENTS AND APPURTENANCES THERETO, AND ALL FACILITIES, AND FIXTURES, DEVICES AND STRUCTURES AND APPURTENANCES WHATSOEVER NECESSARY OR USEFUL IN THE OPERATION OF ANY OF THEM AND TO MAKE ANY NEEDED CUTS AND FILLS IN THE EARTH IN, ON, UNDER, THROUGH, OVER AND ACROSS THE AREAS LABELED AS "WATER EASEMENT" FOR AND BEING FURTHER SUBJECT TO THOSE TERMS AND CONDITIONS SET FORTH IN THE DOCUMENT ENTITLED "GENERAL EASEMENT TERMS AND CONDITIONS" RECORDED ON DATE IN THE RECORDS OF THE ADAMS, ARAPAHOE, DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE AT RECEPTION NOS. (ADAMS COUNTY) 2024000018661, (ARAPAHOE COUNTY) E4021602, (DOUGLAS COUNTY) 2024013875, RESPECTIVELY.

THE AREA(S) LABELED AS "SANITARY SEWER EASEMENT" HEREON DEPICT EASEMENT(S) HEREBY DEDICATED BY THE OWNER TO THE CITY FOR USE BY THE CITY, BUT NOT BY THIRD PARTY PUBLIC UTILITIES, TO SURVEY, INSTALL, CONSTRUCT, RECONSTRUCT, RELOCATE, REPLACE, MAINTAIN, ENLARGE, UPGRADE, REPAIR, USE, OPERATE, PATROL, CONTROL, IMPROVE, TEST, INSPECT OR REMOVE AT ANY TIME AND FROM TIME TO TIME AS MAY BE NECESSARY AND USEFUL TO, OR REQUIRED BY CITY, ANY AND ALL IMPROVEMENTS, FACILITIES AND APPURTENANCES TO SANITARY SEWER COLLECTION MAINS AND TRANSMISSION MAINS, LINES AND ALL FACILITIES, FIXTURES, DEVICES AND STRUCTURES AND APPURTENANCES WHATSOEVER NECESSARY OR USEFUL IN THE OPERATION OF ANY OF THEM AND BEING FURTHER SUBJECT TO THOSE TERMS AND CONDITIONS SET FORTH IN THE DOCUMENT ENTITLED "GENERAL EASEMENT TERMS AND CONDITIONS" RECORDED ON DATE IN THE RECORDS OF THE ADAMS/ARAPAHOE/DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE AT RECEPTION NOS. (ADAMS COUNTY) 2024000018661, (ARAPAHOE COUNTY) E4021602, (DOUGLAS COUNTY) 2024013875, RESPECTIVELY.

THE AREA(S) LABELED AS "STORM SEWER EASEMENT" HEREON DEPICT EASEMENT(S) HEREBY DEDICATED BY THE OWNER TO THE CITY FOR USE BY THE CITY, BUT NOT BY THIRD PARTY PUBLIC UTILITIES, TO SURVEY, INSTALL, CONSTRUCT, RECONSTRUCT, RELOCATE, REPLACE, MAINTAIN, ENLARGE, UPGRADE, REPAIR, USE, OPERATE, PATROL, CONTROL, IMPROVE, TEST, INSPECT OR REMOVE AT ANY TIME AND FROM TIME TO TIME AS MAY BE NECESSARY AND USEFUL TO, OR REQUIRED BY CITY, ANY AND ALL IMPROVEMENTS, FACILITIES AND APPURTENANCES TO STORM COLLECTION MAINS AND TRANSMISSION MAINS, LINES, DRAINS, AND IRRIGATION LINES AND ALL FACILITIES, FIXTURES, DEVICES, APPURTENANCES AND STRUCTURES WHATSOEVER NECESSARY OR USEFUL IN THE OPERATION OF ANY OF THEM AND BEING FURTHER SUBJECT TO THOSE TERMS AND CONDITIONS SET FORTH IN THE DOCUMENT ENTITLED "GENERAL EASEMENT TERMS AND CONDITIONS" RECORDED ON DATE IN THE RECORDS OF THE ADAMS/ARAPAHOE/DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE AT RECEPTION NOS. (ADAMS COUNTY) 2024000018661, (ARAPAHOE COUNTY) E4021602, (DOUGLAS COUNTY) 2024013875, RESPECTIVELY.

THE AREA(S) LABELED AS "UTILITY EASEMENT" HEREON DEPICT EASEMENT(S) HEREBY DEDICATED BY THE OWNER TO THE CITY FOR USE BY PUBLIC UTILITY COMPANIES AUTHORIZED IN WRITING BY THE CITY FOR PROVISION OF SERVICES REQUIRED OR ORDINARILY PERFORMED WITHIN THE UTILITY EASEMENT BY THIRD PARTY PUBLIC UTILITY PROVIDERS OF ELECTRIC, TELEVISION, CABLE, TELECOMMUNICATION FACILITIES, AND OTHER PUBLIC UTILITIES TO SURVEY, INSTALL, CONSTRUCT, RECONSTRUCT, RELOCATE, REPLACE, MAINTAIN, ENLARGE, UPGRADE, REPAIR, USE, OPERATE, PATROL, CONTROL, IMPROVE, TEST, INSPECT OR REMOVE AT ANY TIME AND FROM TIME TO TIME AS MAY BE USEFUL TO, OR REQUIRED BY CITY, ANY AND ALL PIPES, CASINGS, WIRES, CONDUIT, CULVERTS, VALVES, VENTILATORS, MANHOLES, EQUIPMENT, OR MATERIAL AND ANY OTHER APPURTENANCES NECESSARY , AND TO MAKE ANY CUTS AND FILLS IN THE EARTH NEEDED ONLY IN, ON, UNDER, THROUGH, OVER AND ACROSS THE "UTILITY EASEMENT" FOR ONE OR MORE PUBLIC UTILITY IMPROVEMENTS INCLUDING ALL THINGS DEEMED BY THE CITY, IN ITS SOLE DISCRETION, TO BE NECESSARY OR CONVENIENT FOR THE OPERATION OF SUCH PUBLIC UTILITY. THE AUTHORIZED PUBLIC UTILITY SHALL MAINTAIN SAID IMPROVEMENTS INSTALLED BY THE PUBLIC UTILITY WITHIN, ACROSS, UNDER OR UPON THE UTILITY EASEMENT. HOWEVER, THE CITY SHALL HAVE THE PERPETUAL RIGHT, BUT NOT OBLIGATION, TO CUT, TRIM, CONTROL AND REMOVE TREES, BRUSH, AND OTHER OBSTRUCTIONS WHICH INJURE OR INTERFERE WITH THE CITY'S OR AUTHORIZED PUBLIC UTILITY'S IMPROVEMENTS, USE, OCCUPATION OR ENJOYMENT OF THE UTILITY EASEMENT, OR THEIR RIGHTS IN THE UTILITY EASEMENT, WITHOUT LIABILITY TO THE CITY FOR DAMAGES ARISING THEREFROM.

GILLIANS LAND CONSULTANTS
P.O. BOX 375
BENNETT, CO 80102
303-972-6640
www.gilliganslc.com
JN: 24132
INITIAL SUBMITTAL DATE: 09/27/2024

STANLEY 98 SUBDIVISION FILING NO. 1

A RESUBDIVISION OF A PART OF BLOCK 104,
JOHNSON-HICKAM SUBDIVISION,
AND A PART OF BLOCK 103, BOSTON HEIGHTS 2ND FILING,
THE NORTHWEST 1/4 OF SECTION 35,
TOWNSHIP 3 SOUTH, RANGE 67 WEST OF THE 6TH P.M.,
CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO
SHEET 3 OF 3

LINE TABLE		
LINE	BEARING	LENGTH
L1	S00°17'19"E	16.43'
L2	S00°18'28"E	15.86'
L3	S85°55'10"W	8.59'
L4	S89°41'32"W	10.07'
L5	N85°55'10"E	8.21'
L6	N00°18'28"W	13.87'
L7	N00°18'28"W	13.06'
L8	N85°55'10"E	8.26'
L9	N85°55'10"E	8.87'
L12	S00°18'28"E	18.77'
L13	S00°18'28"E	8.37'
L14	S63°11'34"W	10.00'
L15	S89°41'32"W	10.47'
L16	N89°41'32"E	14.58'
L17	S00°18'28"E	10.00'
L18	S89°41'32"W	14.58'
L19	N00°18'28"W	10.00'
L20	N89°41'32"E	23.16'
L21	S00°18'28"E	10.00'
L22	S89°41'32"W	23.16'
L23	N00°18'28"W	10.00'

SCALE: 1" = 40 US SURVEY FEET

40' 0 20' 40'

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CH BEARING	CH LENGTH
C1	6.58'	100.00'	3°46'22"	S87°48'21"W	6.58'
C2	40.84'	26.00'	90°00'00"	S44°41'32"W	36.77'
C3	3.12'	26.00'	6°52'16"	S86°15'24"W	3.12'
C4	24.13'	26.00'	53°10'20"	S56°14'06"W	23.27'
C5	13.59'	26.00'	29°57'25"	S14°40'14"W	13.44'
C6	45.55'	29.00'	90°00'00"	N45°18'28"W	41.01'
C7	5.93'	90.00'	3°46'22"	S87°48'21"W	5.93'

LEGEND

- SET #5 REBAR (18") WITH 1.25" GREEN PLASTIC CAP STAMPED "*PLS 37601*"
- FOUND SECTION CORNER MONUMENT AS NOTED
- FOUND #5 REBAR & YELLOW CAP STAMPED 38226
- FOUND MONUMENT AS NOTED
- SUBJECT PROPERTY BOUNDARY
- DRAINAGE EASEMENT
- FIRE LANE EASEMENT
- UTILITY EASEMENT
- WATER EASEMENT

NW CORNER,
SEC 35, T3S, R67W
FOUND 3 1/4" ALUMINUM CAP
STAMPED URS CORP 20683 2006
IN RANGE BOX

(BASIS OF BEARINGS)
N89°42'41"E 2661.10'
N.LINE, NW 1/4, SEC 35

N1/4 CORNER,
SEC 35, T3S, R67W
FOUND 3 1/4" ALUMINUM CAP
STAMPED URS CORP 20683 2011
IN RANGE BOX

N74°39'48"E
1418.89'

TRACT B
STAPLETON AURORA
SUBDIVISION FILING NO. 2
OWNER: PARK CREEK
METROPOLITAN DISTRICT

PART OF BLOCK 103,
BOSTON HEIGHTS, 2ND FILING
(BOOK 432, PAGE 273)

9.54'

30.00'

L=37.71'
R=437.50'
Δ=4°56'18"
Ch B=N14°21'06"E
Ch L=37.70'

L=20.74'
3.04'
49.73'

FOUND #5 REBAR
& YELLOW CAP
STAMPED 38226
0.5' SOUTH OF PL

160.03'
N00°18'28"W
137.23'

DRAINAGE
EASEMENT
123.52'
N00°18'28"W

10' UTILITY
EASEMENT

N74°16'39"E
51.59'
19.76'

IRONTON STREET
(60' R.O.W.)
(BOOK 422, PAGE 366)

GARDINEER
SUBDIVISION

N89°41'32"E
N89°41'32"E
N89°41'32"E

257.06'
260.96'
271.03'
256.23'

DRAINAGE
EASEMENT

N89°42'41"E

18.63'
L1
L4
L3
L2
30.00'
30.07'
L6
L5
C1

23' FIRE LANE, ACCESS,
AND WATER EASEMENT

266.99'
L8
30.07'
L9
C7

590.85'

DRAINAGE EASEMENT
147.95'
133.18'
L7
N89°41'32"E

30' STORM SEWER EASEMENT
RESERVED BY SEPARATE DOCUMENT
N89°41'32"E
S89°41'32"W

10' UTILITY
EASEMENT
270.39'
266.39'
259.16'

26' FIRE LANE, ACCESS,
AND WATER EASEMENT

C6
C2
C4
L13
C3
L15
L14
C5

WATER
EASEMENT

13.02'

30.00'

196.24'
S00°18'28"E

EAST 26TH PLACE
(R.O.W. VARIES)

JOLIET STREET
(60' R.O.W.)
(REC NO. 480782)

BLOCK 105
JOHNSON-HICKAM
SUBDIVISION

52.98'
66.72'
196.35'
196.40'

30' FIRE LANE, ACCESS,
AND WATER EASEMENT

N59°50'37"W
1114.45'

WATER
EASEMENT

L16
L19
L17
L18

WATER
EASEMENT

L22
L21
L23
L20
N00°18'28"W

S00°18'28"E
57.28'

LOT 1
BLOCK 1
117,714± SQUARE FEET
(2.702± ACRES)

4' UTILITY
EASEMENT

51.20'

5' UTILITY
EASEMENT

15.00'
30.00'
15.00'

FOUND
#3 REBAR

S89°40'24"W

270.23'

POINT OF
BEGINNING

S89°48'25"W
60.00'

30.00' 30.00'

S89°40'24"W
SOUTH 25' LOT 4

BLOCK 104
JOHNSON-HICKAM
SUBDIVISION

270.16'
SOUTH 25' LOT 7

PART OF BLOCK 103,
BOSTON HEIGHTS, 2ND FILING
(BOOK 972, PAGE 270)

16' ALLEY
(BOOK 422, PAGE 366)

PART OF BLOCK 103,
BOSTON HEIGHTS, 2ND FILING
(BOOK 612, PAGE 86)

(BOOK 422, PAGE 366)
JAMAICA STREET
(60' R.O.W.)
(REC NO. 480782)

LOT 5

16' ALLEY
(REC NO. 480782)

LOT 6

30.00'

EAST 25TH AVENUE
(60' R.O.W.)

BLOCK 130
RESUBDIVISION OF BLOCKS 130-131
BOSTON HEIGHTS
SECOND FILING

RESUBDIVISION OF BLOCK 129
BOSTON HEIGHTS
SECOND FILING

GILLIANS LAND CONSULTANTS
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JN: 24132
INITIAL SUBMITTAL DATE: 09/27/2024

ORDINANCE NO. 2025- ____

A BILL

FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, VACATING THE NORTHERN PORTION OF THE PUBLIC RIGHT-OF-WAY FOR JAMAICA STREET, LOCATED BETWEEN EAST 25TH AVENUE AND EAST 26TH PLACE, AND BETWEEN IRONTON STREET AND JOLIET STREET

WHEREAS, the applicant, the Aurora Housing Authority, requests to vacate a segment of a portion of the public right-of-way for Jamaica Street, located between E 25th Avenue and E 26th Place, between Ironton Street and Joliet Street; and

WHEREAS, the street vacation is needed to facilitate the development of an affordable multi-family housing project; and

WHEREAS, Section 146-5.4.2.B.3.C of the Uniform Development Ordinance authorizes City Council to approve a public right-of-way vacation; and

WHEREAS, the City Council finds that the requested vacation will not: (i) create any landlocked parcels, (ii) restrict access to any parcel so that access is unreasonable or economically prohibitive; (iii) vacate a public alley unless such vacation is consistent with the Comprehensive Plan and the resulting land complies with lot access and connectivity requirements per Section 146-4.5 (Access and Connectivity); (iv) reduce the quality of public services to any property, and (v) be inconsistent with any transportation plan adopted by the City.

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

Section 1. The public right-of-way for a portion of public right-of-way for Jamaica Street, located between E 25th Avenue and E 26th Place, between Ironton Street and Joliet Street, in the City of Aurora, County of Adams, State of Colorado, more particularly described in Exhibit A, is hereby vacated.

Section 2. All acts, orders, resolutions, ordinances, or parts thereof, in conflict with this ordinance are hereby repealed to the extent of such conflict.

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.

INTRODUCED, READ AND ORDERED PUBLISHED this _____ day of _____, 2025.

PASSED AND ORDERED PUBLISHED this _____ day of _____, 2025.

_____
MIKE COFFMAN, Mayor

ATTEST:

_____
KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM BY CITY ATTORNEY PETE SCHULTE:

BY: Lena McClelland RLA
LENA MCCLELLAND, Assistant City Attorney

EXHIBIT A

SHEET 1 OF 3

A PORTION OF THAT 30 FOOT WIDE RIGHT OF WAY, TO BE VACATED, DEDICATED BY BOOK 422, PAGE 366, IN BLOCK 103, THE PLAT OF BOSTON HEIGHTS 2ND FILING, TOGETHER WITH A PORTION OF THAT 30 FOOT WIDE RIGHT OF WAY DEDICATED BY THE PLAT OF JOHNSON-HICKAM SUBDIVISION AT RECEPTION NUMBER 480782, MAKING A 60 FOOT RIGHT OF WAY OF JAMAICA STREET, SITUATED IN THE NORTHWEST 1/4 OF SECTION 35, TOWNSHIP 3 SOUTH, RANGE 67 WEST OF THE 6TH P.M., CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF THE PARCEL DESCRIBED IN BOOK 612, PAGE 86, AND THE WEST LINE OF SAID 60 FOOT RIGHT OF WAY, FROM WHICH THE NORTHWEST CORNER OF SAID NORTHWEST 1/4 BEARS N59°50'37"W, A DISTANCE OF 1114.45 FEET, WHERE THE NORTH LINE OF SAID SECTION BEARS N89°42'41"E, A DISTANCE OF 2661.10 FEET PER THE CITY OF AURORA HORIZONTAL CONTROL MAP BOOK 03C, MONUMENTED BY A 3 1/4" ALUMINUM CAP STAMPED 20683 IN RANGE BOX ON THE EAST AND WEST, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO;

THENCE N00°18'28"W, A DISTANCE OF 196.32 FEET, ON SAID WEST LINE, TO THE SOUTH LINE OF THE NORTH 318.4 FEET OF SAID BLOCK 103;
THENCE N89°42'41"E, A DISTANCE OF 60.00 FEET, ON SAID SOUTH LINE, TO THE EXTENSION OF THE WEST LINE OF BLOCK 104, SAID PLAT;
THENCE S00°18'28"E, A DISTANCE OF 196.42 FEET, ON SAID WEST LINE;
THENCE S89°48'25"W, A DISTANCE OF 60.00 FEET, TO THE POINT OF BEGINNING.

CONTAINING 11,782± SQUARE FEET (0.270± ACRES)

RESERVING UNTO THE CITY OF AURORA A STORM SEWER EASEMENT BEING A PORTION OF THE ABOVE DESCRIBED PARCEL, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF THE PARCEL DESCRIBED IN BOOK 612, PAGE 86, AND THE WEST LINE OF SAID 60 FOOT RIGHT OF WAY, FROM WHICH THE NORTHWEST CORNER OF SAID NORTHWEST 1/4 BEARS N59°50'37"W, A DISTANCE OF 1114.45 FEET; THENCE N89°48'25"E, A DISTANCE OF 15.00 FEET, TO THE POINT OF BEGINNING;

THENCE THENCE N00°18'28"W, A DISTANCE OF 196.35 FEET, TO THE SOUTH LINE OF THE NORTH 318.4 FEET OF SAID BLOCK 103;
THENCE N89°42'41"E, A DISTANCE OF 30.00 FEET, ON SAID SOUTH LINE;
THENCE S00°18'28"E, A DISTANCE OF 196.40 FEET;
THENCE S89°48'25"W, A DISTANCE OF 30.00 FEET, TO THE POINT OF BEGINNING.

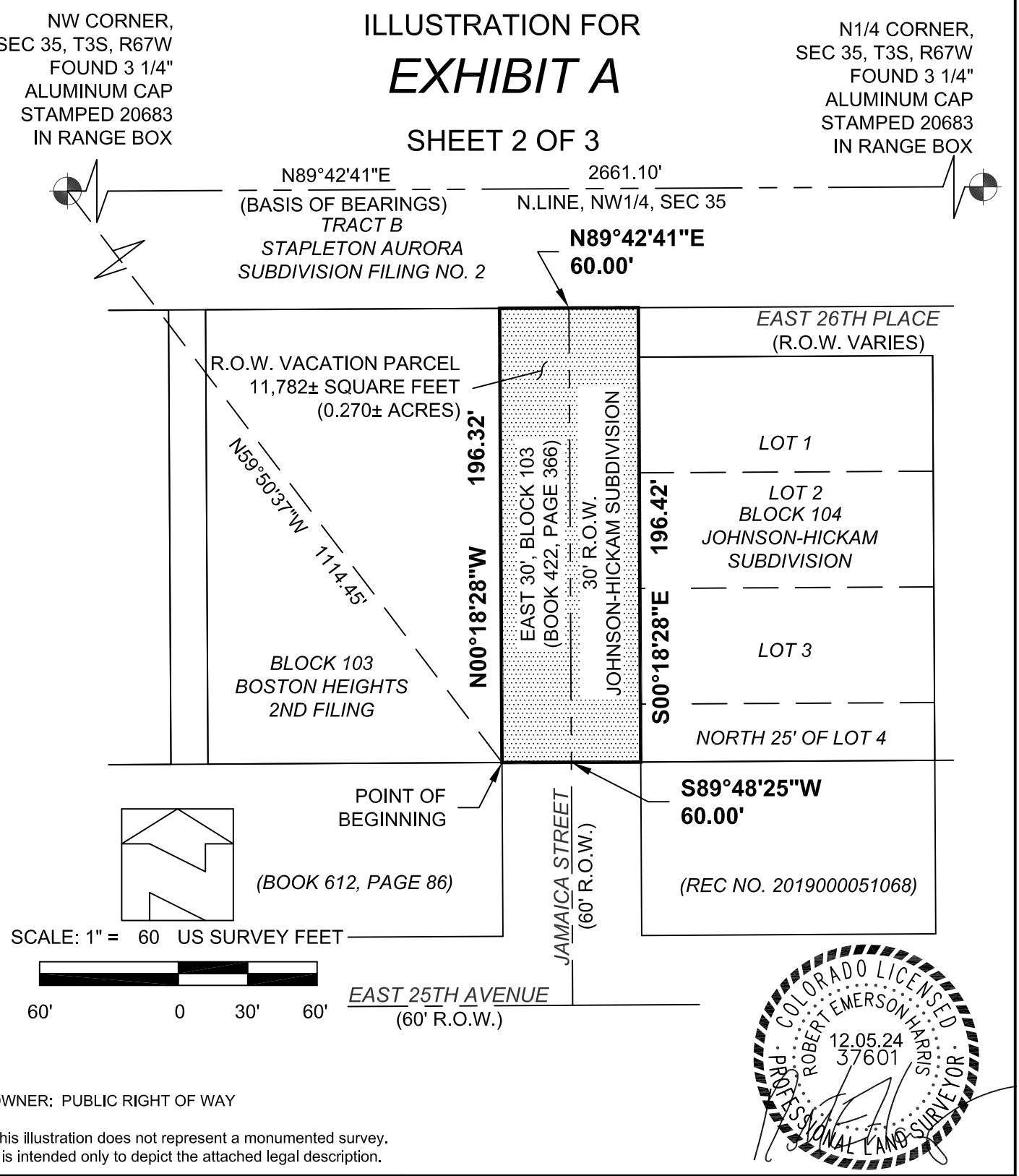
ALL LINEAL DISTANCES ARE REPRESENTED IN U.S. SURVEY FEET.



ROBERT E. HARRIS
COLORADO P.L.S. 37601
FOR & ON BEHALF OF
GILLIANS LAND CONSULTANTS

ILLUSTRATION FOR
EXHIBIT A

SHEET 2 OF 3



COLORADO LICENSED
ROBERT EMERSON HARRIS
12.05.24
37601
PROFESSIONAL LAND SURVEYOR

OWNER: PUBLIC RIGHT OF WAY

This illustration does not represent a monumented survey.
It is intended only to depict the attached legal description.

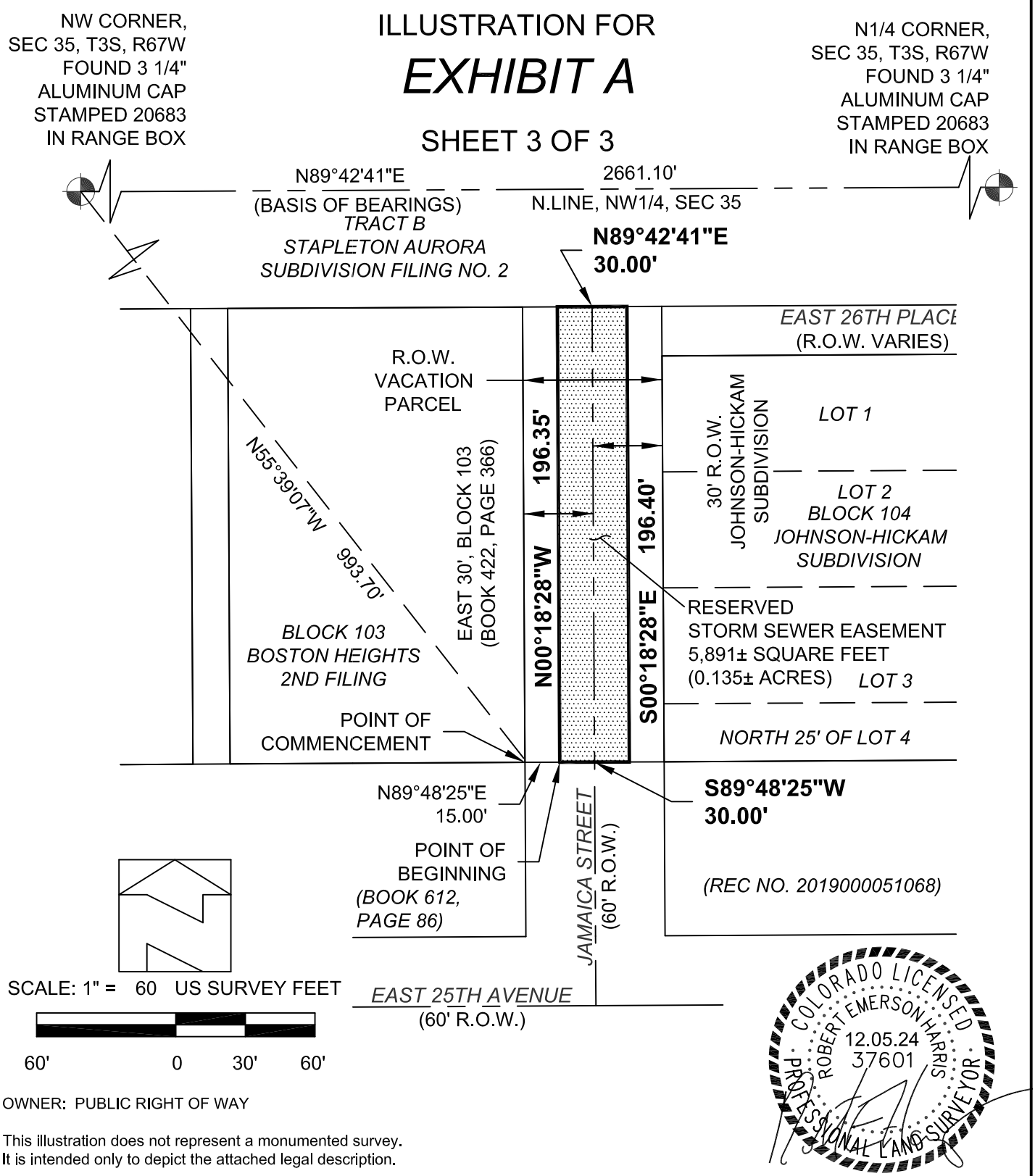
CITY OF AURORA, COLORADO

DRAWN BY:	SCALE:	R.O.W. FILE NUMBER
DRH	1" = 60'	
CHECKED BY:	DATE:	JOB NUMBER:
REH	12-05-2024	24132

A PARCEL OF LAND, TO BE VACATED, LYING IN THE NW 1/4 OF SECTION 35, T3S, R67W OF THE 6th P.M., CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO.

ILLUSTRATION FOR
EXHIBIT A

SHEET 3 OF 3



OWNER: PUBLIC RIGHT OF WAY

This illustration does not represent a monumented survey.
It is intended only to depict the attached legal description.

CITY OF AURORA, COLORADO

DRAWN BY:	SCALE:	R.O.W. FILE NUMBER
DRH	1" = 60'	
CHECKED BY:	DATE:	JOB NUMBER:
REH	12-05-2024	24132

A 30 FOOT WIDE STORM SEWER EASEMENT RESERVATION, LYING IN THE NW 1/4 OF SECTION 35, T3S, R67W OF THE 6th P.M., CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO.

CITY OF AURORA
Council Agenda Commentary

Item Title: Stanley 98 Street Vacation 2.0
Item Initiator: Ariana Muca, Planner II
Staff Source/Legal Source: Ariana Muca, Planner II; Lena McClelland, Assistant City Attorney
Outside Speaker: N/A
Council Goal: 2012: 5.2--Plan for the development and redevelopment of strategic areas, station areas and urban centers

COUNCIL MEETING DATES:

Study Session: N/A

Regular Meeting: 1/27/2025

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

Item requires a Public Hearing: ☐ Yes ☒ No

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

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

2025-14 FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, VACATING A PORTION OF A 16-FOOT WIDE ALLEY RIGHT-OF-WAY, DEDICATED BY BOOK 422, PAGE 366, IN BLOCK 103, THE PLAT OF BOSTON HEIGHTS 2ND FILING, SITUATED IN THE NORTHWEST 1/4 OF SECTION 35, TOWNSHIP 3 SOUTH, RANGE 67 WEST OF THE 6TH P.M., LOCATED NORTH OF EAST 25TH AVENUE, AND BETWEEN IRONTON STREET AND JAMAICA STREET
Ariana Muca, Planner II, Planning and Business Development / Lena McClelland, Assistant City Attorney

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

☐ Approve Item and Move Forward to Study Session

☐ Approve Item as Proposed at Study Session

☐ Approve Item and Move Forward to Regular Meeting

☒ Approve Item as Proposed at Regular Meeting

☐ Information Only

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

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: N/A

Policy Committee Date: N/A

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

☐ Recommends Approval ☐ Does Not Recommend Approval

☐ Forwarded Without Recommendation ☐ Minutes Not Available

☐ Minutes Attached

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

This request seeks to vacate a portion of a 16-foot-wide alley right-of-way. The vacation of right-of-ways (such as an alley), do not require Planning Commission review and are exclusively under the purview of the City Council.

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

The applicant, Housing Authority of The City of Aurora, proposes to vacate two segments of street right-of-way and two alley right-of-ways at the northeast corner of Ironton Street and East 25th Avenue. This street vacation is part of a broader plan to facilitate the development of an affordable multi-family housing project (see Exhibit D).

Jamaica Street and related alleys, north of East 25th Avenue, are currently unpaved, and Jamaica includes existing stormwater utilities. The existing street layout does not support the proposed site configuration for the Stanley 98 Affordable Multi-Family site plan application, and a new access configuration has been designed. Refer to the attached ordinance for legal descriptions and illustrations of the right-of-way to be vacated.

In addition to the street vacation, the applicant has proposed to replat eight undeveloped lots into a single, larger lot that will accommodate any remaining utilities in easements as needed. The replat will be administratively reviewed with the Stanley 98 Affordable Multi-Family application following the approval of the Stanley 98 Street Vacations.



The proposed right-of-way vacation meets the criteria outlined in Section 146-5.4.2.B.3.C of the Unified Development Ordinance (UDO). It does not restrict access to any parcels or reduce the quality of public services to adjacent properties. The vacation will facilitate a cohesive site design and enable the approved development.

Therefore, staff recommends the approval of the right-of-way vacation.

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 approve the ordinance?

LEGAL COMMENTS

The City Council shall review and act to approve or deny applications for the vacation of all or part of an improved public right-of-way that has been accepted by the City. (UDO §146-5.4.2.B.3.a and UDO §146-5.4.2.B.3.b.iii) The City Council may approve a public right-of-way vacation if it finds that the requested vacation will not (i) create any landlocked parcels; (ii) restrict access to any parcel so that access is unreasonable or economically prohibitive; (iii) vacate a public alley unless such vacation is consistent with the Comprehensive Plan and the resulting land complies with lot access and connectivity requirements per Section 146-4.5 (Access and Connectivity); (iv) reduce the quality of public services to any property; or (v) be inconsistent with any transportation plan adopted by the City. (UDO §146-5.4.2.B.3.c)(McClelland)

VAN METER
WILLIAMS
POLLACK LLP

August 13, 2024

Ariana Muca
City of Aurora
Planning and Development Services
15151 E. Alameda Parkway
Aurora, Colorado 80012

RE: Letter of Introduction – Stanley 98 Site Plan Submittal

Dear Ms. Muca:

The Stanley 98 apartment development is an affordable multifamily housing project being developed and owned by the Housing Authority of the City of Aurora. The development is located near the intersection of Joliet Street and East 25th Ave.

Background and Funding: Stanley 98 is an affordable housing development funded with competitive state and federal low income housing tax credits awarded by the Colorado Housing and Finance Authority (CHFA). The demand for tax credits is four times that of the supply. The number of units and amenity components promised in CHFA application cannot be altered after an award of tax credits. Stanley 98 includes the following components:

1. One building with 75 apartments, including 31 one-bedroom, 31 two-bedroom and 13 three-bedroom units.
2. Offices for on-site property management, family services programming, compliance and maintenance.
3. Resident amenities including a rooftop deck, computer lab, package storage, bike storage, and community meeting space.
4. Exterior amenities including seating, various playgrounds, picnic and barbeque area.
5. A pedestrian bridge to connect over the 25th Drive drainageway.

Given site constraints, in order to build the physical components promised, AHA and the City of Aurora must work intentionally to address any concerns on the site. Consolidation of parcels, the vacations of alleyways and portions of Jamaica Street and East 26th Place, and an aerial apparatus for fire safety have been taken into design consideration and coordinated with City staff through the pre-application process.

An award of tax credits comes with hard deadlines for completion, and coupled with tax credit investor contribution dates. Overall, our timeline is as follows:

~March 3, 2025 - Completion of Architectural Construction Design Plans
~May 30, 2025 - Finalize project construction cost (GC GMP)
~July 11, 2025 - Building Permit Approval and Close of tax credit partnership

~July 21, 2025 - Begin Construction
~November 13, 2026 - Construction Completion-TCO (15 mo.)/Placed in Service
~January 1, 2027 – Lease up/100% Qualified Occupancy

Physical Site: The existing lot, 2.71 acres (117,853 SF+/-) site, which is currently owned by the Housing Authority of the City of Aurora and is vacant. A total of 75 units will be provided in this proposed development, with a mix of 1-, 2-, and 3-bedroom units, for a total density of 27.7 units per acre. The site is zoned OA-MS and no change in zoning is proposed.

It is important to note that the Applicant, the Housing Authority of the City of Aurora (AHA), is an affordable housing provider whose ***mission is to develop and promote quality housing while supporting and encouraging economic opportunities leading to self-sufficiency and independence.*** The Housing Authority desires to maximize the density of the site and serve the largest number of households on the parcel. These households will pay a reasonable rent and have the chance to improve their own well-being as well as contribute to the City of Aurora's economy. Stanley 98 will provide 75 affordable rental apartments meeting a portion of the City's production goals. This goal states a need for 3,500 new units per year to keep up with projected new jobs as per the City of Aurora Housing Strategy 12/21/2020.

Because of the infill nature of the site, the project is unique and the design team is working with constraints. The proposed development will require parcel consolidations, and vacations of alleyways and portions of Jamaica Street and East 26th Place. The project borders an open space amenity to the north, and will provide a pedestrian bridge connection to the adjacent neighborhood on the north side of the development. The building location on the site plan will activate Jamaica Street as the building entrance, and will incorporate a private drive for an aerial apparatus road to the north. The building will also have prominent frontage onto the existing Joliet Street. Entry to the site will be enhanced through specialty paving on Jamaica Street, prioritizing residential safety. Parking will be located on the western half of the site with guest parking spaces located along the new private drive just north of the parking lot, as well as on Joliet Street where directly abutting the parcel. The building footprint allows for a privatized south-facing courtyard amenity to help buffer the existing residential properties along East 25th Avenue to the south, and maximizes views from residences onto the open space to the north.

A landscape buffer adjustment to the north has been requested and given by City staff understanding the need to prioritize housing, parking and amenity spaces on the site.

The proposed site plan has used the site plan criteria in Section 146-405(F) as a basis for the development.

1. The development is consistent with the comprehensive plan.
2. There is not adverse effect to the existing city infrastructure and public improvements. This portion of the site is vacant with the anticipation of a development being placed on this site.
3. The proposed multi-family affordable housing is a permitted use of the zoning. It is noted that the adjacent parcels are both residential and non-residential in use. In accordance with city plans, the building has been sited with both primary frontage on a primary street (Jamaica Street) as well as residential frontage toward the adjacent multifamily parcels to the east. The building height remains well below the allowable height.
4. The proposed development is situated on a relatively flat site with a slight slope. Drive lanes, sidewalks, and the building work with this sloping and integrate landscaping strategies to complement the grading.
5. Landscaping for this site took into consideration the Unified Development Ordinance to the maximum extent feasible. Please refer to the site plan and landscape plan for amenities provided.
6. Careful consideration for the day-to-day functions of the residents as well as maintenance and regular services has been incorporated to provide efficient design and movement through the building and site.

7. Nuisance impacts are carefully considered as well, with mechanical equipment located on the roof, wherever possible, and screened from view as required with the use of parapets. Patios were designed to be covered to shelter from weather and sun and provide relief in the articulation in the building facade. The building's orientation to Joliet provides an attractive residential street frontage.
8. Unified Development Ordinances were carefully considered and adopted to provide a product that enhances and complements the surrounding community while also utilizing the affordable housing features applicable to this development.
9. A clear pattern of circulation has been designed around the site. Vehicular movement and uses follow the existing neighborhood patterns established by the street patterns of Ironton, Jamaica, and Joliet Streets with a new connecting private drive on the north border of the site. Pedestrian circulation is adjacent to the building and opens into the courtyard amenity and public sidewalk connections. Bicycle parking is located inside the building and accessed directly from the courtyard amenity.
10. The ROW improvements to the sidewalk and landscaping are to be provided. No additional streets are planned as part of the development, but all internal drive lanes and parking areas are designed to meet City standards.
11. The Housing Authority of the City of Aurora has developed and maintained numerous properties throughout the City of Aurora and continues to maintain positive relationships with the City and their neighbors.

The following outlines the Housing Authority's multifamily goals for this development:

- Create a new community that evokes a sense of pride for the residents.
- To provide high quality, sustainable affordable housing without compromising design.
- To create a new community of 75 affordable units with active features including a peaceful courtyard, children's play features, and gathering areas for resident connection and contentment.
- To provide resident services and amenities enhancing confidence, community inclusion and personal enrichment.
- To create a safe community that heightens the existing neighborhood environment.

Below is a list of the property Ownership team and project design team:

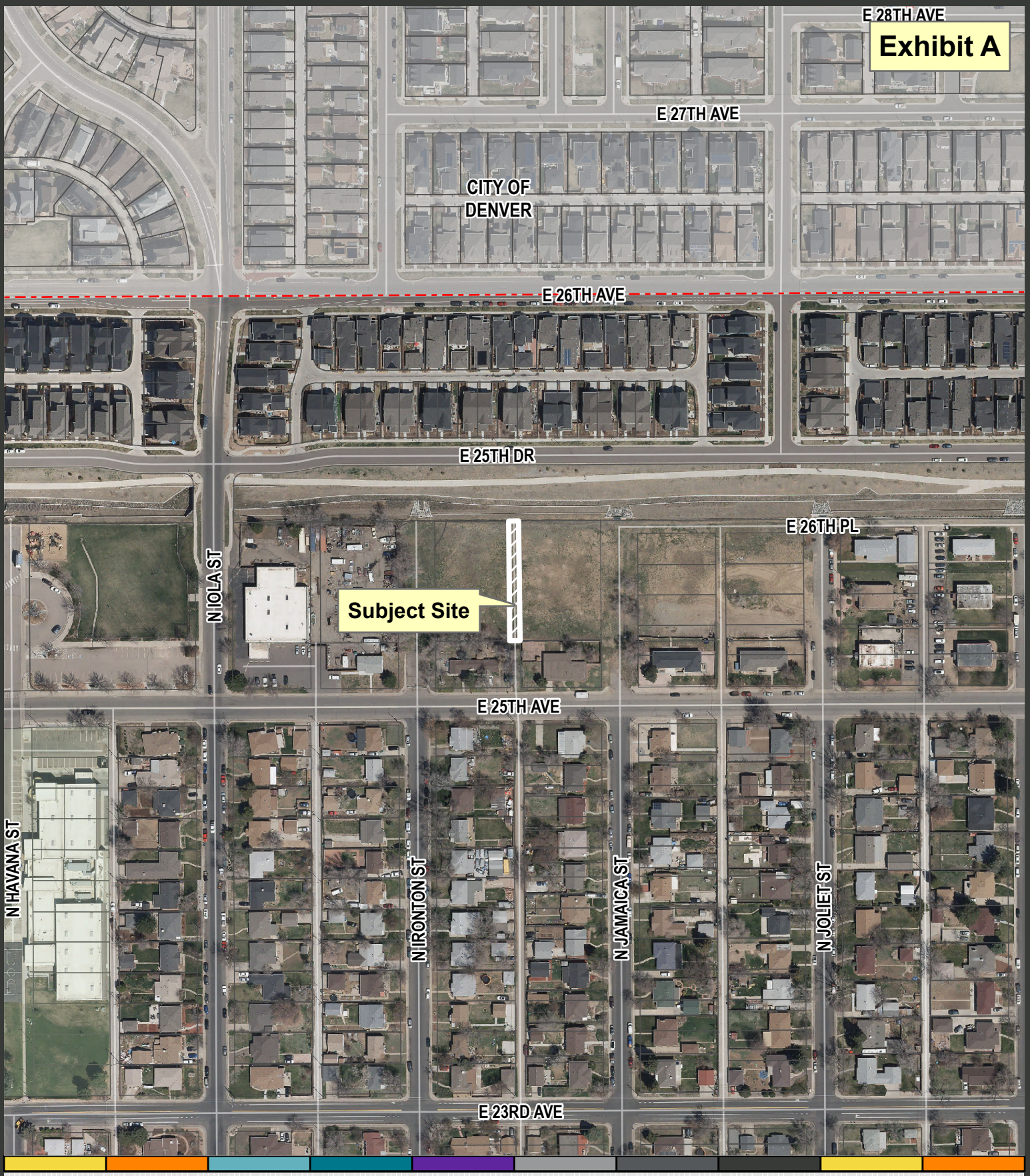
Owner: Martin Petrov
Housing Authority of the City of Aurora
2280 S. Xanadu Way
Aurora, CO 80014
720-251-2094
mpetrov@aurorahousing.org

Civil Engineer: Connor Culligan
Craft Civil Design
23 Lincoln Street, Suite 200
Denver, CO 80203
650-888-4550
cculligan@craftcivil.com

Design Team:
Architect: Brett Jacques
Van Meter Williams Pollack LLP
1738 Wynkoop Street, Suite 203
Denver, CO 80202
303-298-1480
brett@vmwp.com

Landscape Architect: Bob Couri
Britina Design Group
1760 Gaylord Street, Suite 3M
Denver, CO 80206
303-423-5680
bob@britina.com

Regards,
Brett Jacques
Van Meter Williams Pollack



Planning and Business Development

15151 E. Alameda Parkway
Aurora CO 80012 USA
AuroraGov.org
303.739.7250
GIS@auroragov.org

Miles
0 0.015 0.03

City of Aurora, Colorado

Stanley 98 Street Vacation

Case Number: 2024-8003-00
Development Application: #2003-00

1/7/2025 I:\GIS\ArcGIS_Pro_Projects\Planning\Development Review\Data Services\VicinityMap_Pro\VicinityMap_Pro_Arial.aprx

EXHIBIT B

SHEET 1 OF 2

A PORTION OF THAT 16 FOOT WIDE ALLEY RIGHT OF WAY, TO BE VACATED, DEDICATED BY BOOK 422, PAGE 366, IN BLOCK 103, THE PLAT OF BOSTON HEIGHTS 2ND FILING, SITUATED IN THE NORTHWEST 1/4 OF SECTION 35, TOWNSHIP 3 SOUTH, RANGE 67 WEST OF THE 6TH P.M., CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

BEGINNING AT THE ON THE WEST LINE OF SAID ALLEY RIGHT OF WAY, AND THE NORTHEAST CORNER OF THE PARCEL DESCRIBED IN BOOK 972, PAGE 270, FROM WHICH THE NORTHWEST CORNER OF SAID SECTION BEARS N55°39'07"W, A DISTANCE OF 933.70 FEET, WHERE THE NORTH LINE OF SAID NORTHWEST 1/4 BEARS N89°42'41"E, A DISTANCE OF 2661.10 FEET PER THE CITY OF AURORA HORIZONTAL CONTROL MAP BOOK 03C, MONUMENTED BY A 3 1/4" ALUMINUM CAP STAMPED 20683 IN RANGE BOX ON THE EAST AND WEST, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO;

THENCE N00°18'28"W, A DISTANCE OF 196.41 FEET, ON SAID WEST LINE, TO THE SOUTH LINE OF THE NORTH 318.4 FEET OF SAID BLOCK;
THENCE N89°42'41"E, A DISTANCE OF 16.00 FEET, ON SAID SOUTH LINE;
THENCE S00°18'28"E, A DISTANCE OF 196.40 FEET, ON THE EAST LINE OF SAID ALLEY RIGHT OF WAY, TO THE NORTHWEST CORNER OF THE PARCEL DESCRIBED IN BOOK 612, PAGE 86;
THENCE S89°41'30"W, A DISTANCE OF 16.00 FEET, TO THE POINT OF BEGINNING.

CONTAINING 3,143± SQUARE FEET (0.072± ACRES)

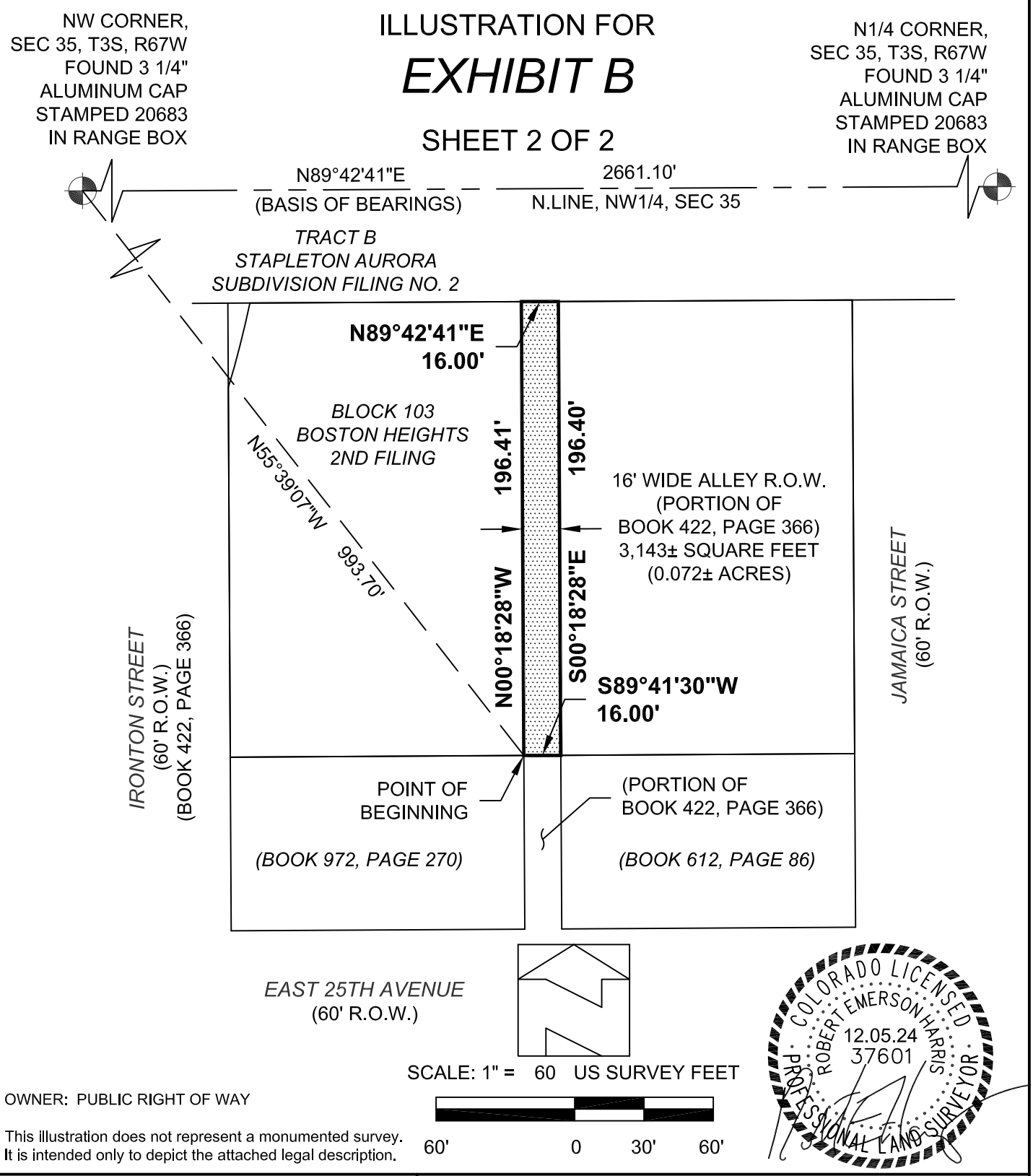
ALL LINEAL DISTANCES ARE REPRESENTED IN U.S. SURVEY FEET.

ROBERT E. HARRIS
COLORADO P.L.S. 37601
FOR & ON BEHALF OF
GILLIANS LAND CONSULTANTS



ILLUSTRATION FOR
EXHIBIT B

SHEET 2 OF 2



OWNER: PUBLIC RIGHT OF WAY

This illustration does not represent a monumented survey. It is intended only to depict the attached legal description.

CITY OF AURORA, COLORADO

DRAWN BY:	SCALE:	R.O.W. FILE NUMBER
DRH	1" = 60'	
CHECKED BY:	DATE:	JOB NUMBER:
REH	12-05-2024	24132

A 16 FOOT WIDE STRIP OF LAND, TO BE VACATED, LYING IN THE NW 1/4 OF SECTION 35, T3S, R67W OF THE 6th P.M., CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO.

STANLEY 98 SUBDIVISION FILING NO. 1

A RESUBDIVISION OF A PART OF BLOCK 104,
JOHNSON-HICKAM SUBDIVISION,
AND A PART OF BLOCK 103, BOSTON HEIGHTS 2ND FILING,
THE NORTHWEST 1/4 OF SECTION 35,
TOWNSHIP 3 SOUTH, RANGE 67 WEST OF THE 6TH P.M.,
CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO
SHEET 1 OF 3

LAND DESCRIPTION AND DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED WARRANT THEY ARE OWNER OF LOTS 1, 2, 3, 8, 9, 10 AND THE NORTH 25 FEET OF LOT 4 AND THE NORTH 25 FEET OF LOT 7, BLOCK 104, JOHNSON-HICKAM SUBDIVISION,
TOGETHER WITH
THAT PART OF BLOCK 103, BOSTON HEIGHTS, 2ND FILING, DESCRIBED AS FOLLOWS:
BEGINNING AT THE INTERSECTION OF THE NORTH LINE (OR SAID NORTH LINE EXTENDED) OF THE PARCEL DESCRIBED IN DEED RECORDED IN BOOK 612 AT PAGE 86 WITH THE WEST LINE OF THE EAST 30 FEET OF SAID BLOCK;

THENCE NORTH, ALONG THE WEST LINE OF THE EAST 30 FEET OF SAID BLOCK TO THE NORTH LINE OF THE SOUTH 301.6 FEET OF SAID BLOCK;
THENCE WEST, PARALLEL WITH THE SOUTH LINE OF SAID BLOCK, TO THE EAST LINE OF THE WEST 30 FEET OF SAID BLOCK;
THENCE SOUTH, ALONG THE EAST LINE OF THE WEST 30 FEET OF SAID BLOCK, TO THE NORTH LINE (OR SAID NORTH LINE EXTENDED) OF THE PARCEL DESCRIBED IN BOOK 972 AT PAGE 270;
THENCE EAST, ALONG THE NORTH LINE OF SAID PARCEL DESCRIBED IN BOOK 972 AT PAGE 270, TO THE WEST LINE OF A 16-FOOT STRIP THROUGH SAID BLOCK, THE CENTER LINE OF WHICH IS THE NORTH-SOUTH CENTER LINE OF SAID BLOCK;
THENCE EASTERLY TO THE NORTHWEST CORNER OF THE PARCEL DESCRIBED IN DEED RECORDED IN BOOK 612 AT PAGE 86;
THENCE EASTERLY, ALONG THE NORTH LINE OF SAID PARCEL DESCRIBED IN BOOK 612 AT PAGE 86, TO THE POINT OF BEGINNING;

EXCEPT THAT PART OF SAID PROPERTY LYING WITHIN A STRIP OF LAND 8 FEET ON EACH SIDE OF THE NORTH-SOUTH CENTER LINE OF SAID BLOCK; AND EXCEPT ANY PORTION OF SAID PROPERTY LYING WITHIN THE NORTH 318.4 FEET OF SAID BLOCK;
AND ALSO EXCEPTING THAT PARCEL CONVEYED TO THE CITY OF AURORA IN QUIT CLAIM DEED RECORDED JUNE 18, 1951 IN BOOK 422 AT PAGE 366, AND FURTHER EXCEPTING, THAT PARCEL CONVEYED IN SPECIAL WARRANTY DEED RECORDED DECEMBER 8, 1951 IN BOOK 432 AT PAGE 273, COUNTY OF ADAMS, STATE OF COLORADO,
TOGETHER WITH
THOSE VACATED RIGHTS OF WAY OF EAST 26TH PLACE IN RECEPTION NUMBER _____, AND JAMAICA STREET IN RECEPTION NUMBER _____, AND THAT 16 FOOT ALLEY IN SAID BLOCK 103 IN RECEPTION NUMBER _____, AND THAT 16 FOOT ALLEY IN SAID BLOCK 104 IN RECEPTION NUMBER _____, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF THE PARCEL DESCRIBED IN SAID BOOK 612, PAGE 86, AND THE WEST RIGHT OF WAY LINE OF JAMAICA STREET AS DESCRIBED IN SAID BOOK 422 AT PAGE 366, FROM WHICH THE NORTHWEST CORNER OF SAID NORTHWEST 1/4 BEARS N59°50'37"W, A DISTANCE OF 1114.45 FEET, WHERE THE NORTH LINE OF SAID SECTION BEARS N89°42'41"E, A DISTANCE OF 2661.10 FEET PER THE CITY OF AURORA HORIZONTAL CONTROL MAP BOOK 03C, MONUMENTED BY A 3 1/4" ALUMINUM CAP STAMPED 20683 IN RANGE BOX ON THE EAST AND WEST, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO;

THENCE S89°40'24"W, A DISTANCE OF 270.23 FEET, ON THE NORTH LINE OF SAID BOOK 612, PAGE 86, AND THE NORTH LINE OF SAID BOOK 972 AT PAGE 270, TO THE EAST RIGHT OF WAY LINE OF IRONTON STREET AS DESCRIBED IN SAID BOOK 422 AT PAGE 366;
THENCE N00°18'28"W, A DISTANCE OF 160.03 FEET, ON SAID EAST RIGHT OF WAY LINE;
THENCE ON A NON-TANGENT CURVE TO THE LEFT 37.71 FEET, WITH A RADIUS OF 437.50 FEET, A DELTA OF 4°56'18", AND A CHORD WHICH BEARS N14°21'06"E, A DISTANCE OF 37.70 FEET, TO THE SOUTH LINE OF THE NORTH 318.4 FEET OF SAID BLOCK 103;
THENCE N89°42'41"E, A DISTANCE OF 590.85 FEET, ON SAID SOUTH LINE, TO THE EXTENSION OF THE WEST RIGHT OF WAY LINE OF JOLIET STREET, AS DEDICATED BY SAID SUBDIVISION;
THENCE S00°18'28"E, A DISTANCE OF 196.24 FEET, ON SAID WEST RIGHT OF WAY LINE OF JOLIET STREET, TO THE SOUTH LINE OF THE NORTH 25 FEET OF SAID LOTS 4 AND 7;
THENCE S89°40'24"W, A DISTANCE OF 270.16 FEET, ON SAID SOUTH LINE OF THE NORTH 25 FEET OF SAID LOTS 4 AND 7, TO THE EAST RIGHT OF JAMAICA STREET AS DEDICATED BY SAID SUBDIVISION;
THENCE S89°48'25"W, A DISTANCE OF 60.00 FEET, TO THE POINT OF BEGINNING.

CONTAINING 117,714 SQUARE FEET OR 2.702 ACRES, MORE OR LESS; HAVE LAID OUT, PLATTED, AND SUBDIVIDED THE SAME INTO A LOT, AND A BLOCK AS SHOWN ON THIS PLAT UNDER THE NAME AND STYLE OF ***STANLEY 98 SUBDIVISION FILING NO. 1*** AND BY THESE PRESENTS DO HEREBY DEDICATE TO THE CITY OF AURORA, COLORADO, FOR THE PERPETUAL USE OF THE PUBLIC, THE STREETS, EASEMENTS, AS SHOWN HEREON AND NOT PREVIOUSLY DEDICATED TO THE PUBLIC.

OWNER:

UC SMP, LLC, A COLORADO LIMITED LIABILITY COMPANY

_____
SIGNATURE

_____ _____
PRINT NAME PRINT TITLE

NOTARIAL:

STATE OF COLORADO)
COUNTY OF ADAMS) SS

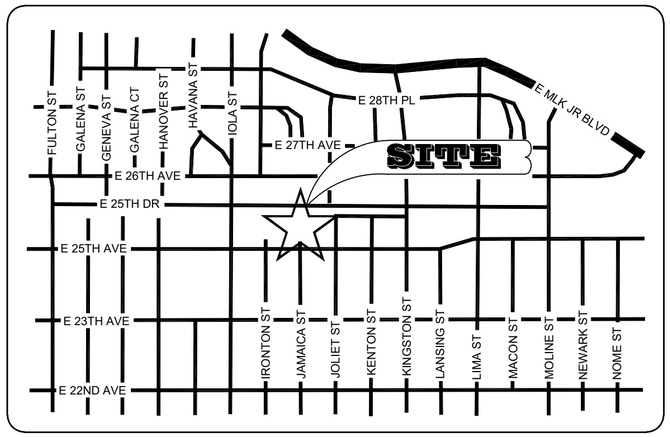
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS __DAY OF _____, 20__A.D.

BY:_____ AS _____ OF _____, AS PRESIDENT.

WITNESS MY HAND AND OFFICIAL SEAL:

_____
NOTARY PUBLIC

MY COMMISSION EXPIRES: _____



VICINITY MAP
SCALE: 1"=1,000'

CONTRACT PURCHASER:

HOUSING AUTHORITY OF THE CITY OF AURORA, COLORADO, A BODY CORPORATE AND POLITIC

_____
SIGNATURE

_____ _____
PRINT NAME PRINT TITLE

NOTARIAL:

STATE OF COLORADO)
COUNTY OF ADAMS) SS

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS __DAY OF _____, 20__A.D.

BY:_____ AS _____ OF _____, AS PRESIDENT.

WITNESS MY HAND AND OFFICIAL SEAL:

_____
NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY I WAS IN RESPONSIBLE CHARGE OF THE SURVEY WORK USED IN THE PREPARATION OF THIS PLAT; THE POSITIONS OF THE PLATTED POINTS SHOWN HEREON HAVE AN ACCURACY OF NOT LESS THAN ONE (1) FOOT IN TEN THOUSAND (10,000) FEET PRIOR TO ADJUSTMENTS; AND ALL BOUNDARY MONUMENTS AND CONTROL CORNERS SHOWN HEREON WERE IN PLACE AS DESCRIBED ON _____. I FURTHER CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS ACCURATE AND IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE TO MY KNOWLEDGE, INFORMATION, AND BELIEF. THIS CERTIFICATION IS NOT A GUARANTY OR WARRANTY, EITHER EXPRESSED OR IMPLIED.

ROBERT E. HARRIS
COLORADO P.L.S. 37601
FOR & ON BEHALF OF
GILLIANS LAND CONSULTANTS



CITY OF AURORA APPROVALS:

THE FOREGOING INSTRUMENT IS APPROVED FOR FILING AND CONVEYANCE OF STREETS, EASEMENTS AS SHOWN HEREON AND IS ACCEPTED BY THE CITY OF AURORA, COLORADO, THIS _____DAY OF_____,20 __A.D, SUBJECT TO THE CONDITION THAT THE CITY SHALL UNDERTAKE MAINTENANCE OF ANY SUCH STREETS ONLY AFTER CONSTRUCTION HAS BEEN COMPLETED BY THE SUBDIVIDER TO CITY OF AURORA SPECIFICATIONS

_____
CITY ENGINEER DATE

_____
PLANNING DIRECTOR DATE

MORTGAGE HOLDER

THE UNDERSIGNED, AS MORTGAGE HOLDERS ON PART OR ALL OF THE HEREON SHOWN REAL PROPERTY, DO HEREBY AGREE AND CONSENT TO THE PLATTING OF SAID PROPERTY AS SHOWN HEREON.

_____
ENTERPRISE COMMUNITY LOAN FUND, INC., A MARYLAND NONSTOCK, NONPROFIT CORPORATION, AS ADMINISTRATIVE AGENT FOR CERTAIN LENDERS, ITS SUCCESSORS AND/OR ASSIGNS

2	EASEMENT CHANGES	12-04-2024	DRH
1	CITY COMMENTS	11-18-2024	DRH
NO	REVISION RECORD	DATE	BY

GILLIANS LAND CONSULTANTS
P.O. BOX 375
BENNETT, CO 80102
303-972-6640
www.gilliansIc.com

JN: 24132
INITIAL SUBMITTAL DATE: 09/27/2024

STANLEY 98 SUBDIVISION FILING NO. 1

A RESUBDIVISION OF A PART OF BLOCK 104,
JOHNSON-HICKAM SUBDIVISION,
AND A PART OF BLOCK 103, BOSTON HEIGHTS 2ND FILING,
THE NORTHWEST 1/4 OF SECTION 35,
TOWNSHIP 3 SOUTH, RANGE 67 WEST OF THE 6TH P.M.,
CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO
SHEET 2 OF 3

NOTES

1. NOTICE: ACCORDING TO COLORADO LAW, YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT, MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF CERTIFICATION SHOWN HEREON.

2. THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY GILLIANS LAND CONSULTANTS TO DETERMINE OWNERSHIP OR EASEMENTS OF RECORD, RIGHT OF WAY, AND TITLE OF RECORD. GILLIANS LAND CONSULTANTS RELIED UPON LAND TITLE GUARANTEE COMPANY ORDER NUMBER: ABD70821440-5, COMMITMENT DATE 12/27/2023 AT 5:00 P.M. FOR THIS INFORMATION.

3. DISTANCES ON THIS SURVEY ARE EXPRESSED IN US SURVEY FEET AND DECIMALS THEREOF. A US SURVEY FOOT IS DEFINED AS EXACTLY 1200/3937 METERS.

4. RIGHT-OF-WAY FOR INGRESS AND EGRESS FOR SERVICE AND EMERGENCY VEHICLES IS GRANTED OVER, ACROSS, ON, AND THROUGH ANY AND ALL PRIVATE ROADS, WAYS, AND FIRE LANES NOW OR HEREAFTER ESTABLISHED ON THE DESCRIBED PROPERTY. THE SAME ARE HEREBY DESIGNATED AS FIRE LANES AND EMERGENCY AND SERVICE VEHICLE ROADS AND SHALL BE POSTED "NO PARKING- FIRE LANE".

5. THE EASEMENT AREA WITHIN EACH LOT OR TRACT IS TO BE CONTINUOUSLY MAINTAINED BY THE OWNER OF THE LOT OR TRACT EXCEPTING THE CITY OF AURORA FROM SUCH RESPONSIBILITY. ANY STRUCTURES INCONSISTENT WITH THE USE GRANTED IN THE EASEMENT ARE PROHIBITED.

COVENANTS:

THE UNDERSIGNED OWNER(S), FOR THEMSELVES, THEIR HEIRS, SUCCESSORS AND ASSIGNS (COLLECTIVELY HEREAFTER "OWNER"), COVENANT AND AGREE WITH THE CITY OF AURORA ("CITY");

ALL ELECTRICAL, COMMUNITY UTILITY LINES AND SERVICES, AND STREET LIGHTING CIRCUITS, EXCEPT AS PROVIDED IN SECTION 126-505 OF THE CITY CODE AS THE SAME MAY BE AMENDED FROM TIME TO TIME, SHALL BE INSTALLED UNDERGROUND;

ALL CROSSINGS OR ENCROACHMENTS, INCLUDING BUT NOT LIMITED, TO PRIVATE LANDSCAPE IRRIGATION SYSTEMS, UNDERDRAINS, OR PRIVATE UTILITIES INTO EASEMENTS OWNED BY THE CITY OF AURORA ARE ACKNOWLEDGED BY THE UNDERSIGNED AS BEING SUBJECT TO THE CITY OF AURORA'S USE AND OCCUPANCY OF SAID EASEMENTS AND RIGHTS-OF-WAY. THE UNDERSIGNED, THEIR SUCCESSORS AND ASSIGNS, HEREBY AGREE TO INDEMNIFY AND HOLD HARMLESS THE CITY OF AURORA FOR ANY LOSS, DAMAGE, OR REPAIR TO PRIVATE LANDSCAPE IRRIGATION SYSTEMS, UNDERDRAINS, OR PRIVATE UTILITIES THAT MAY RESULT FROM THE CITY OF AURORA'S USE AND OCCUPANCY OR EXERCISE OF ITS RIGHTS IN SAID EASEMENTS AND RIGHTS OF WAY. THE UNDERSIGNED, ITS SUCCESSORS AND ASSIGNS, FURTHER AGREES TO REMOVE, REPAIR, REPLACE, RELOCATE, MODIFY, OR OTHERWISE ADJUST SAID PRIVATE LANDSCAPE IRRIGATION SYSTEMS, UNDERDRAINS, PRIVATE DETENTION POND AND DRAINAGE FEATURES, OR PRIVATE UTILITIES UPON REQUEST FROM THE CITY OF AURORA AND AT NO EXPENSE TO THE CITY OF AURORA.

THE AREA(S) LABELED "DRAINAGE EASEMENT" ("DRAINAGE EASEMENT AREA") HEREON DEPICT EASEMENT(S) HEREBY DEDICATED BY THE OWNER TO THE CITY AS SET FORTH HEREIN. OWNER GRANTS THE RIGHT, PRIVILEGE AND AUTHORITY, BUT NOT THE OBLIGATION, TO THE CITY TO SURVEY, CONSTRUCT, RECONSTRUCT, OPERATE, MAINTAIN, REMOVE, REPLACE, UPGRADE AND USE: STORM DRAINAGE FACILITIES, INCLUDING BUT NOT LIMITED TO FENCES, GATES, SIGNS, WALLS, CHANNELS, DROP STRUCTURES, TRICKLE CHANNELS, OUTLET STRUCTURES, FOREBAY, WEIR SECTIONS, INCLUDING ALL FIXTURES, DEVICES, STRUCTURES, GRADING, AND ANY AND ALL OTHER APPURTENANCES THERETO WHATSOEVER NECESSARY OR USEFUL IN THE OPERATION OF A DRAINAGE AREA AND ALL OTHER ITEMS LOCATED BELOW GRADE LEVEL, AT GRADE LEVEL AND ABOVE GRADE LEVEL WITHIN THE DRAINAGE EASEMENT AREA (COLLECTIVELY AND INDIVIDUALLY HEREINAFTER REFERRED TO AS "DRAINAGE FACILITIES"), TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OVER, ACROSS, ON AND THROUGH SAID DRAINAGE EASEMENT AREA, AND THE RIGHT TO REMOVE OBJECTS OR STRUCTURES THEREFROM THAT INTERFERE OR ENDANGER ANY DRAINAGE FACILITIES AS DETERMINED BY THE CITY IN ITS SOLE DISCRETION AND WITHOUT LIABILITY OR EXPENSE TO THE CITY. THE DRAINAGE EASEMENT TOGETHER WITH ANY AND ALL DRAINAGE FACILITIES LOCATED WITHIN THE DRAINAGE EASEMENT AREA ARE TO BE CONSTRUCTED AND CONTINUOUSLY MAINTAINED BY THE OWNER OF THE APPLICABLE PORTION OF THE DRAINAGE EASEMENT AREA AND AT NO COST TO THE CITY. SUCH OWNER HAS RESPONSIBILITY AND LIABILITY FOR THE APPLICABLE DRAINAGE EASEMENT AREA, DRAINAGE FACILITIES, AND THEIR MAINTENANCE. THE CITY, IN CITY'S SOLE DISCRETION AND WITHOUT ASSUMING RESPONSIBILITY OR LIABILITY FOR THE DRAINAGE EASEMENT AREA, DRAINAGE FACILITIES OR THEIR MAINTENANCE, MAY ENTER THE DRAINAGE EASEMENT AREA FOR THE PURPOSES SET FORTH HEREIN AND FOR CLEANING, MAINTAINING, REPAIRING, CONSTRUCTING, OR IMPROVING THE DRAINAGE EASEMENT AREA OR DRAINAGE FACILITIES AT THE EXPENSE OF THE APPLICABLE OWNER, FOLLOWING SUCH OWNER'S FAILURE TO REASONABLY CURE ANY DEFAULT UPON RECEIPT OF WRITTEN NOTICE OF THE SAME. SUCH OWNER SHALL PROMPTLY REIMBURSE THE CITY, UPON REQUEST, FOR ANY EXPENSE RELATED THERETO (INCLUDING, BUT NOT LIMITED TO REMOVAL, REMEDIATION, COURT, COLLECTION AND ATTORNEYS' FEES AND COSTS). FAILURE TO REIMBURSE THE CITY MAY RESULT IN THE CITY RECORDING A MECHANIC AND MATERIAL MEN'S LIEN AGAINST THE APPLICABLE PORTION OF THE DRAINAGE EASEMENT AREA IN THE RECORDS OF THE COUNTY CLERK AND RECORDER'S OFFICE WHERE THE DRAINAGE EASEMENT AREA IS LOCATED.

THE AREA(S) LABELED "FIRE LANE EASEMENT" ("FIRE LANE EASEMENT AREA") HEREON DEPICT EASEMENT(S) HEREBY DEDICATED BY THE OWNER TO THE CITY AS SET FORTH HEREIN. OWNER GRANTS THE RIGHT, PRIVILEGE AND AUTHORITY, BUT NOT THE OBLIGATION, TO THE CITY TO SURVEY, CONSTRUCT, RECONSTRUCT, OPERATE, MAINTAIN, REMOVE, REPLACE, UPGRADE AND USE: FACILITIES, AND ALL FIXTURES, DEVICES AND STRUCTURES WHATSOEVER NECESSARY OR USEFUL IN THE OPERATION OF A FIRE LANE OVER, ACROSS, ON AND THROUGH THE AREAS DEPICTED HEREON AS FIRE LANE EASEMENT; TOGETHER WITH THE RIGHT-OF-WAY FOR INGRESS AND EGRESS OF EMERGENCY AND SERVICE VEHICLES OVER, ACROSS, ON AND THROUGH THE AREAS DEPICTED HEREON AS FIRE LANE EASEMENTS, WHICH SAID LANES TO BE DEDICATED AND DESIGNATED AS FIRE LANE EASEMENTS AND EMERGENCY AND SERVICE VEHICLE ROADS; FIRE LANE EASEMENTS SHALL BE CONSTRUCTED AND MAINTAINED BY EACH OWNER OF THE APPLICABLE PORTION OF THE FIRE LANE EASEMENT AREA AT NO COST TO THE CITY IN ACCORDANCE WITH CURRENT CITY STANDARDS FOR FIRE LANE EASEMENTS AND SHALL BE POSTED BY SUCH OWNER WITH SIGNS STATING "NO PARKING - FIRE LANE" IN ACCORDANCE WITH THE CITY CODE OF AURORA, COLORADO (COLLECTIVELY AND INDIVIDUALLY HEREINAFTER REFERRED TO AS "FIRE LANE FACILITIES"). OWNER ALSO GRANTS THE CITY THE RIGHT OF INGRESS AND EGRESS OVER, ACROSS, ON AND THROUGH SAID FIRE LANE EASEMENT AREA, AND THE RIGHT TO REMOVE OBJECTS OR STRUCTURES THEREFROM THAT INTERFERE OR ENDANGER ANY FIRE LANE FACILITIES AS DETERMINED BY THE CITY IN ITS SOLE DISCRETION AND WITHOUT LIABILITY OR EXPENSE TO THE CITY. OWNER HAS RESPONSIBILITY AND LEGAL LIABILITY FOR THE FIRE LANE EASEMENT AREA, CONSTRUCTION OF FIRE LANE FACILITIES AND CONTINUOUS MAINTENANCE OF THE FIRE LANE EASEMENT AREA, FIRE LANE FACILITIES, AND ALL OTHER ITEMS LOCATED BELOW GRADE LEVEL, AT GRADE LEVEL AND ABOVE GRADE LEVEL WITHIN THE FIRE LANE EASEMENT AREA; ALL AT NO COST TO THE CITY. THE CITY, IN CITY'S SOLE DISCRETION AND WITHOUT ASSUMING RESPONSIBILITY OR LEGAL LIABILITY FOR THE FIRE LANE EASEMENT AREA, FIRE LANE FACILITIES OR THEIR MAINTENANCE, MAY ENTER THE FIRE LANE EASEMENT AREA FOR THE PURPOSES SET FORTH HEREIN AND FOR CLEANING, MAINTAINING, REPAIRING, CONSTRUCTING OR IMPROVING THE EASEMENT OR FIRE LANE FACILITIES AT THE EXPENSE OF THE APPLICABLE OWNER, FOLLOWING SUCH OWNER'S FAILURE TO REASONABLY CURE ANY DEFAULT UPON RECEIPT OF WRITTEN NOTICE OF THE SAME. SUCH OWNER SHALL PROMPTLY REIMBURSE THE CITY FOR ANY EXPENSE RELATED THERETO (INCLUDING, BUT NOT LIMITED TO REMOVAL, REMEDIATION, COURT, COLLECTION AND ATTORNEYS' FEES AND COSTS). FAILURE TO REIMBURSE THE CITY MAY RESULT IN THE CITY RECORDING A MECHANIC AND MATERIAL MEN'S LIEN AGAINST THE APPLICABLE PORTION OF THE FIRE LANE EASEMENT AREA IN THE RECORDS OF THE COUNTY CLERK AND RECORDER'S OFFICE WHERE THE FIRE LAND EASEMENT AREA IS LOCATED.

THE AREA(S) LABELED AS "WATER EASEMENT" HEREON DEPICT EASEMENT(S) DEDICATED BY THE OWNER TO THE CITY FOR USE BY THE CITY, BUT NOT BY THIRD PARTY PUBLIC UTILITIES, TO SURVEY, INSTALL, CONSTRUCT, RECONSTRUCT, RELOCATE, REPLACE, MAINTAIN, ENLARGE, UPGRADE, REPAIR, USE, OPERATE, PATROL, CONTROL, IMPROVE, TEST, INSPECT OR REMOVE AT ANY TIME AND FROM TIME TO TIME AS MAY BE NECESSARY AND USEFUL TO, OR REQUIRED BY CITY, ANY AND ALL IMPROVEMENTS, FACILITIES AND APPURTENANCES TO WATER LINES, WATER MAINS, METERS, FIRE HYDRANTS CONDUITS, VAULTS, METERS, VALVES, MANHOLES, VENT PIPES, UTILITY LOCATION MARKERS OR ANY OTHER WATER UTILITY STRUCTURES INCLUDING, BUT NOT LIMITED TO, ANY AND ALL NECESSARY CABLES, WIRES AND ALL IMPROVEMENTS AND APPURTENANCES THERETO, AND ALL FACILITIES, AND FIXTURES, DEVICES AND STRUCTURES AND APPURTENANCES WHATSOEVER NECESSARY OR USEFUL IN THE OPERATION OF ANY OF THEM AND TO MAKE ANY NEEDED CUTS AND FILLS IN THE EARTH IN, ON, UNDER, THROUGH, OVER AND ACROSS THE AREAS LABELED AS "WATER EASEMENT" FOR AND BEING FURTHER SUBJECT TO THOSE TERMS AND CONDITIONS SET FORTH IN THE DOCUMENT ENTITLED "GENERAL EASEMENT TERMS AND CONDITIONS" RECORDED ON DATE IN THE RECORDS OF THE ADAMS, ARAPAHOE, DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE AT RECEPTION NOS. (ADAMS COUNTY) 2024000018661, (ARAPAHOE COUNTY) E4021602, (DOUGLAS COUNTY) 2024013875, RESPECTIVELY.

THE AREA(S) LABELED AS "SANITARY SEWER EASEMENT" HEREON DEPICT EASEMENT(S) HEREBY DEDICATED BY THE OWNER TO THE CITY FOR USE BY THE CITY, BUT NOT BY THIRD PARTY PUBLIC UTILITIES, TO SURVEY, INSTALL, CONSTRUCT, RECONSTRUCT, RELOCATE, REPLACE, MAINTAIN, ENLARGE, UPGRADE, REPAIR, USE, OPERATE, PATROL, CONTROL, IMPROVE, TEST, INSPECT OR REMOVE AT ANY TIME AND FROM TIME TO TIME AS MAY BE NECESSARY AND USEFUL TO, OR REQUIRED BY CITY, ANY AND ALL IMPROVEMENTS, FACILITIES AND APPURTENANCES TO SANITARY SEWER COLLECTION MAINS AND TRANSMISSION MAINS, LINES AND ALL FACILITIES, FIXTURES, DEVICES AND STRUCTURES AND APPURTENANCES WHATSOEVER NECESSARY OR USEFUL IN THE OPERATION OF ANY OF THEM AND BEING FURTHER SUBJECT TO THOSE TERMS AND CONDITIONS SET FORTH IN THE DOCUMENT ENTITLED "GENERAL EASEMENT TERMS AND CONDITIONS" RECORDED ON DATE IN THE RECORDS OF THE ADAMS/ARAPAHOE/DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE AT RECEPTION NOS. (ADAMS COUNTY) 2024000018661, (ARAPAHOE COUNTY) E4021602, (DOUGLAS COUNTY) 2024013875, RESPECTIVELY.

THE AREA(S) LABELED AS "STORM SEWER EASEMENT" HEREON DEPICT EASEMENT(S) HEREBY DEDICATED BY THE OWNER TO THE CITY FOR USE BY THE CITY, BUT NOT BY THIRD PARTY PUBLIC UTILITIES, TO SURVEY, INSTALL, CONSTRUCT, RECONSTRUCT, RELOCATE, REPLACE, MAINTAIN, ENLARGE, UPGRADE, REPAIR, USE, OPERATE, PATROL, CONTROL, IMPROVE, TEST, INSPECT OR REMOVE AT ANY TIME AND FROM TIME TO TIME AS MAY BE NECESSARY AND USEFUL TO, OR REQUIRED BY CITY, ANY AND ALL IMPROVEMENTS, FACILITIES AND APPURTENANCES TO STORM COLLECTION MAINS AND TRANSMISSION MAINS, LINES, DRAINS, AND IRRIGATION LINES AND ALL FACILITIES, FIXTURES, DEVICES, APPURTENANCES AND STRUCTURES WHATSOEVER NECESSARY OR USEFUL IN THE OPERATION OF ANY OF THEM AND BEING FURTHER SUBJECT TO THOSE TERMS AND CONDITIONS SET FORTH IN THE DOCUMENT ENTITLED "GENERAL EASEMENT TERMS AND CONDITIONS" RECORDED ON DATE IN THE RECORDS OF THE ADAMS/ARAPAHOE/DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE AT RECEPTION NOS. (ADAMS COUNTY) 2024000018661, (ARAPAHOE COUNTY) E4021602, (DOUGLAS COUNTY) 2024013875, RESPECTIVELY.

THE AREA(S) LABELED AS "UTILITY EASEMENT" HEREON DEPICT EASEMENT(S) HEREBY DEDICATED BY THE OWNER TO THE CITY FOR USE BY PUBLIC UTILITY COMPANIES AUTHORIZED IN WRITING BY THE CITY FOR PROVISION OF SERVICES REQUIRED OR ORDINARILY PERFORMED WITHIN THE UTILITY EASEMENT BY THIRD PARTY PUBLIC UTILITY PROVIDERS OF ELECTRIC, TELEVISION, CABLE, TELECOMMUNICATION FACILITIES, AND OTHER PUBLIC UTILITIES TO SURVEY, INSTALL, CONSTRUCT, RECONSTRUCT, RELOCATE, REPLACE, MAINTAIN, ENLARGE, UPGRADE, REPAIR, USE, OPERATE, PATROL, CONTROL, IMPROVE, TEST, INSPECT OR REMOVE AT ANY TIME AND FROM TIME TO TIME AS MAY BE USEFUL TO, OR REQUIRED BY CITY, ANY AND ALL PIPES, CASINGS, WIRES, CONDUIT, CULVERTS, VALVES, VENTILATORS, MANHOLES, EQUIPMENT, OR MATERIAL AND ANY OTHER APPURTENANCES NECESSARY , AND TO MAKE ANY CUTS AND FILLS IN THE EARTH NEEDED ONLY IN, ON, UNDER, THROUGH, OVER AND ACROSS THE "UTILITY EASEMENT" FOR ONE OR MORE PUBLIC UTILITY IMPROVEMENTS INCLUDING ALL THINGS DEEMED BY THE CITY, IN ITS SOLE DISCRETION, TO BE NECESSARY OR CONVENIENT FOR THE OPERATION OF SUCH PUBLIC UTILITY. THE AUTHORIZED PUBLIC UTILITY SHALL MAINTAIN SAID IMPROVEMENTS INSTALLED BY THE PUBLIC UTILITY WITHIN, ACROSS, UNDER OR UPON THE UTILITY EASEMENT. HOWEVER, THE CITY SHALL HAVE THE PERPETUAL RIGHT, BUT NOT OBLIGATION, TO CUT, TRIM, CONTROL AND REMOVE TREES, BRUSH, AND OTHER OBSTRUCTIONS WHICH INJURE OR INTERFERE WITH THE CITY'S OR AUTHORIZED PUBLIC UTILITY'S IMPROVEMENTS, USE, OCCUPATION OR ENJOYMENT OF THE UTILITY EASEMENT, OR THEIR RIGHTS IN THE UTILITY EASEMENT, WITHOUT LIABILITY TO THE CITY FOR DAMAGES ARISING THEREFROM.

GILLIANS LAND CONSULTANTS
P.O. BOX 375
BENNETT, CO 80102
303-972-6640
www.gilliganslc.com
JN: 24132
INITIAL SUBMITTAL DATE: 09/27/2024

STANLEY 98 SUBDIVISION FILING NO. 1

A RESUBDIVISION OF A PART OF BLOCK 104,
JOHNSON-HICKAM SUBDIVISION,
AND A PART OF BLOCK 103, BOSTON HEIGHTS 2ND FILING,
THE NORTHWEST 1/4 OF SECTION 35,
TOWNSHIP 3 SOUTH, RANGE 67 WEST OF THE 6TH P.M.,
CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO
SHEET 3 OF 3

LINE TABLE		
LINE	BEARING	LENGTH
L1	S00°17'19"E	16.43'
L2	S00°18'28"E	15.86'
L3	S85°55'10"W	8.59'
L4	S89°41'32"W	10.07'
L5	N85°55'10"E	8.21'
L6	N00°18'28"W	13.87'
L7	N00°18'28"W	13.06'
L8	N85°55'10"E	8.26'
L9	N85°55'10"E	8.87'
L12	S00°18'28"E	18.77'
L13	S00°18'28"E	8.37'
L14	S63°11'34"W	10.00'
L15	S89°41'32"W	10.47'
L16	N89°41'32"E	14.58'
L17	S00°18'28"E	10.00'
L18	S89°41'32"W	14.58'
L19	N00°18'28"W	10.00'
L20	N89°41'32"E	23.16'
L21	S00°18'28"E	10.00'
L22	S89°41'32"W	23.16'
L23	N00°18'28"W	10.00'

SCALE: 1" = 40 US SURVEY FEET

40' 0 20' 40'

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CH BEARING	CH LENGTH
C1	6.58'	100.00'	3°46'22"	S87°48'21"W	6.58'
C2	40.84'	26.00'	90°00'00"	S44°41'32"W	36.77'
C3	3.12'	26.00'	6°52'16"	S86°15'24"W	3.12'
C4	24.13'	26.00'	53°10'20"	S56°14'06"W	23.27'
C5	13.59'	26.00'	29°57'25"	S14°40'14"W	13.44'
C6	45.55'	29.00'	90°00'00"	N45°18'28"W	41.01'
C7	5.93'	90.00'	3°46'22"	S87°48'21"W	5.93'

LEGEND

- SET #5 REBAR (18") WITH 1.25" GREEN PLASTIC CAP STAMPED "*PLS 37601*"
- FOUND SECTION CORNER MONUMENT AS NOTED
- FOUND #5 REBAR & YELLOW CAP STAMPED 38226
- FOUND MONUMENT AS NOTED
- SUBJECT PROPERTY BOUNDARY
- DRAINAGE EASEMENT
- FIRE LANE EASEMENT
- UTILITY EASEMENT
- WATER EASEMENT

NW CORNER,
SEC 35, T3S, R67W
FOUND 3 1/4" ALUMINUM CAP
STAMPED URS CORP 20683 2006
IN RANGE BOX

(BASIS OF BEARINGS)
N89°42'41"E 2661.10'
N.LINE, NW 1/4, SEC 35

N1/4 CORNER,
SEC 35, T3S, R67W
FOUND 3 1/4" ALUMINUM CAP
STAMPED URS CORP 20683 2011
IN RANGE BOX

N74°39'48"E
1418.89'

TRACT B
STAPLETON AURORA
SUBDIVISION FILING NO. 2
OWNER: PARK CREEK
METROPOLITAN DISTRICT

PART OF BLOCK 103,
BOSTON HEIGHTS, 2ND FILING
(BOOK 432, PAGE 273)

9.54'

30.00'

L=37.71'
R=437.50'
Δ=4°56'18"
Ch B=N14°21'06"E
Ch L=37.70'

L=20.74'
3.04'
49.73'

FOUND #5 REBAR
& YELLOW CAP
STAMPED 38226
0.5' SOUTH OF PL

160.03'
N00°18'28"W
137.23'

DRAINAGE
EASEMENT
123.52'
N00°18'28"W

10' UTILITY
EASEMENT

N74°16'39"E
51.59'
19.76'

IRONTON STREET
(60' R.O.W.)
(BOOK 422, PAGE 366)

GARDINEER
SUBDIVISION

DRAINAGE
EASEMENT

N89°42'41"E 590.85'

257.06'
260.96'
271.03'
266.99'
256.23'

N89°41'32"E
N89°41'32"E
N89°41'32"E

23' FIRE LANE, ACCESS,
AND WATER EASEMENT

18.63'
L1 L2 L3 L4 L5 L6 L7 L8 L9
C1 C2 C3 C4 C5 C6 C7
30.00' 30.07' 30.07'

DRAINAGE EASEMENT
147.95'
133.18'
N89°41'32"E

30' STORM SEWER EASEMENT
RESERVED BY SEPARATE DOCUMENT
N89°41'32"E 270.39'
S89°41'32"W 266.39'
259.16'

26' FIRE LANE, ACCESS,
AND WATER EASEMENT

WATER
EASEMENT

10' UTILITY
EASEMENT

13.02'

EAST 26TH PLACE
(R.O.W. VARIES)

30.00'

196.24'
S00°18'28"E

JOLIET STREET
(60' R.O.W.)
(REC NO. 480782)

BLOCK 105
JOHNSON-HICKAM
SUBDIVISION

N59°50'37"W
1114.45'

52.98'
66.72'
196.35'
196.40'

30' FIRE LANE, ACCESS,
AND WATER EASEMENT

LOT 1
BLOCK 1
117,714± SQUARE FEET
(2.702± ACRES)

WATER
EASEMENT

L16 L17 L18 L19
L20 L21 L22 L23
N00°18'28"W
S00°18'28"E
57.28'
51.20'

WATER
EASEMENT

4' UTILITY
EASEMENT

5' UTILITY
EASEMENT

15.00' 30.00' 15.00'

FOUND
#3 REBAR

S89°40'24"W

270.23'

POINT OF
BEGINNING

S89°48'25"W
60.00'

30.00' 30.00'

S89°40'24"W

270.16'

BLOCK 104
JOHNSON-HICKAM
SUBDIVISION

SOUTH 25' LOT 4

SOUTH 25' LOT 7

PART OF BLOCK 103,
BOSTON HEIGHTS, 2ND FILING
(BOOK 972, PAGE 270)

16' ALLEY
(BOOK 422, PAGE 366)

PART OF BLOCK 103,
BOSTON HEIGHTS, 2ND FILING
(BOOK 612, PAGE 86)

(BOOK 422, PAGE 366)
JAMAICA STREET
(60' R.O.W.)
(REC NO. 480782)

LOT 5

16' ALLEY
(REC NO. 480782)

LOT 6

30.00'

EAST 25TH AVENUE
(60' R.O.W.)

BLOCK 130
RESUBDIVISION OF BLOCKS 130-131
BOSTON HEIGHTS
SECOND FILING

RESUBDIVISION OF BLOCK 129
BOSTON HEIGHTS
SECOND FILING

GILLIANS LAND CONSULTANTS
P.O. BOX 375
BENNETT, CO 80102
303-972-6640
www.gilliianslc.com
JN: 24132
INITIAL SUBMITTAL DATE: 09/27/2024

ORDINANCE NO. 2025- ____

A BILL

FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, VACATING A PORTION OF A 16-FOOT WIDE ALLEY RIGHT-OF-WAY, DEDICATED BY BOOK 422, PAGE 366, IN BLOCK 103, THE PLAT OF BOSTON HEIGHTS 2ND FILING, SITUATED IN THE NORTHWEST 1/4 OF SECTION 35, TOWNSHIP 3 SOUTH, RANGE 67 WEST OF THE 6TH P.M., LOCATED NORTH OF EAST 25TH AVENUE, AND BETWEEN IRONTON STREET AND JAMAICA STREET

WHEREAS, the applicant, the Aurora Housing Authority, requests to vacate a segment of a 16-foot alley right-of-way located north of East 25th Avenue, between Ironton Street and Jamaica Street; and

WHEREAS, the street vacation is needed to facilitate the development of an affordable multi-family housing project; and

WHEREAS, Section 146-5.4.2.B.3.C of the Uniform Development Ordinance authorizes City Council to approve a public right-of-way vacation; and

WHEREAS, the City Council finds that the requested vacation will not: (i) create any landlocked parcels, (ii) restrict access to any parcel so that access is unreasonable or economically prohibitive; (iii) vacate a public alley unless such vacation is consistent with the Comprehensive Plan and the resulting land complies with lot access and connectivity requirements per Section 146-4.5 (Access and Connectivity); (iv) reduce the quality of public services to any property, and (v) be inconsistent with any transportation plan adopted by the City.

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

Section 1. The public right-of-way for a portion of a 16-foot alley located north of East 25th Avenue, between Ironton Street and Jamaica Street, in the City of Aurora, County of Adams, State of Colorado, more particularly described in Exhibit A, is hereby vacated.

Section 2. All acts, orders, resolutions, ordinances, or parts thereof, in conflict with this ordinance are hereby repealed to the extent of such conflict.

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.

INTRODUCED, READ AND ORDERED PUBLISHED this _____ day of _____, 2025.

PASSED AND ORDERED PUBLISHED this _____ day of _____, 2025.

_____
MIKE COFFMAN, Mayor

ATTEST:

_____
KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM BY CITY ATTORNEY PETE SCHULTE:

BY: Lena McClelland RLA
LENA MCCLELLAND, Assistant City Attorney

EXHIBIT A

SHEET 1 OF 2

A PORTION OF THAT 16 FOOT WIDE ALLEY RIGHT OF WAY, TO BE VACATED, DEDICATED BY BOOK 422, PAGE 366, IN BLOCK 103, THE PLAT OF BOSTON HEIGHTS 2ND FILING, SITUATED IN THE NORTHWEST 1/4 OF SECTION 35, TOWNSHIP 3 SOUTH, RANGE 67 WEST OF THE 6TH P.M., CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

BEGINNING AT THE ON THE WEST LINE OF SAID ALLEY RIGHT OF WAY, AND THE NORTHEAST CORNER OF THE PARCEL DESCRIBED IN BOOK 972, PAGE 270, FROM WHICH THE NORTHWEST CORNER OF SAID SECTION BEARS N55°39'07"W, A DISTANCE OF 933.70 FEET, WHERE THE NORTH LINE OF SAID NORTHWEST 1/4 BEARS N89°42'41"E, A DISTANCE OF 2661.10 FEET PER THE CITY OF AURORA HORIZONTAL CONTROL MAP BOOK 03C, MONUMENTED BY A 3 1/4" ALUMINUM CAP STAMPED 20683 IN RANGE BOX ON THE EAST AND WEST, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO;

THENCE N00°18'28"W, A DISTANCE OF 196.41 FEET, ON SAID WEST LINE, TO THE SOUTH LINE OF THE NORTH 318.4 FEET OF SAID BLOCK;
THENCE N89°42'41"E, A DISTANCE OF 16.00 FEET, ON SAID SOUTH LINE;
THENCE S00°18'28"E, A DISTANCE OF 196.40 FEET, ON THE EAST LINE OF SAID ALLEY RIGHT OF WAY, TO THE NORTHWEST CORNER OF THE PARCEL DESCRIBED IN BOOK 612, PAGE 86;
THENCE S89°41'30"W, A DISTANCE OF 16.00 FEET, TO THE POINT OF BEGINNING.

CONTAINING 3,143± SQUARE FEET (0.072± ACRES)

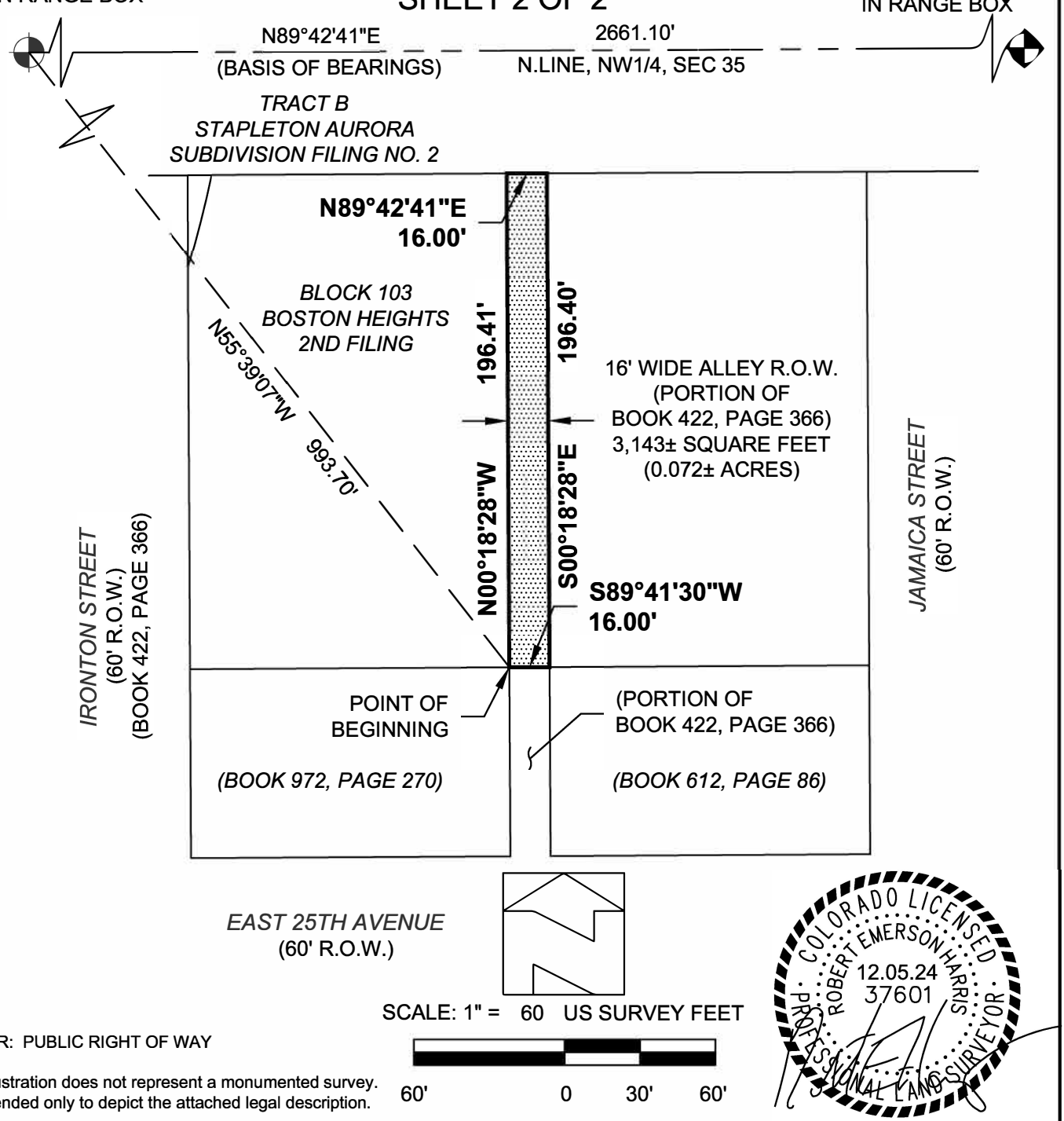
ALL LINEAL DISTANCES ARE REPRESENTED IN U.S. SURVEY FEET.

ROBERT E. HARRIS
COLORADO P.L.S. 37601
FOR & ON BEHALF OF
GILLIANS LAND CONSULTANTS



ILLUSTRATION FOR
EXHIBIT A

SHEET 2 OF 2



COLORADO LICENSED
ROBERT EMERSON HARRIS
12.05.24
37601
PROFESSIONAL LAND SURVEYOR

OWNER: PUBLIC RIGHT OF WAY

This illustration does not represent a monumented survey.
It is intended only to depict the attached legal description.

CITY OF AURORA, COLORADO

DRAWN BY:	SCALE:	R.O.W. FILE NUMBER
DRH	1" = 60'	
CHECKED BY:	DATE:	JOB NUMBER:
REH	12–05–2024	24132

A 16 FOOT WIDE STRIP OF LAND, TO BE VACATED, LYING IN THE NW 1/4 OF SECTION 35, T3S, R67W OF THE 6th P.M., CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO.

CITY OF AURORA
Council Agenda Commentary

Item Title: Stanley 98 Street Vacation 3.0
Item Initiator: Ariana Muca, Planner II
Staff Source/Legal Source: Ariana Muca, Planner II; Lena McClelland, Assistant City Attorney
Outside Speaker: N/A
Council Goal: 2012: 5.2--Plan for the development and redevelopment of strategic areas, station areas and urban centers

COUNCIL MEETING DATES:

Study Session: N/A

Regular Meeting: 1/27/2025

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

Item requires a Public Hearing: ☐ Yes ☒ No

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

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

2025-15 FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, VACATING THE NORTHERN PORTION OF THE PUBLIC RIGHT-OF-WAY FOR JAMAICA STREET, LOCATED BETWEEN EAST 25TH AVENUE AND EAST 26TH PLACE, AND BETWEEN IRONTON STREET AND JOLIET STREET
Ariana Muca, Planner II, Planning and Business Development / Lena McClelland, Assistant City Attorney

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

☐ Approve Item and Move Forward to Study Session

☐ Approve Item as Proposed at Study Session

☐ Approve Item and Move Forward to Regular Meeting

☒ Approve Item as Proposed at Regular Meeting

☐ Information Only

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

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: N/A

Policy Committee Date: N/A

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

☐ Recommends Approval

☐ Does Not Recommend Approval

☐ Forwarded Without Recommendation

☐ Minutes Not Available

☐ Minutes Attached

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

This request seeks to vacate a portion of a 16-foot-wide alley right-of-way. The vacation of right-of-ways (such as an alley), do not require Planning Commission review and are exclusively under the purview of the City Council.

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

The applicant, Housing Authority of The City of Aurora, proposes to vacate two segments of street right-of-way and two alley right-of-ways at the northeast corner of Ironton Street and East 25th Avenue. This street vacation is part of a broader plan to facilitate the development of an affordable multi-family housing project (see Exhibit D).



Jamaica Street and related alleys, north of East 25th Avenue, are currently unpaved, and Jamaica includes existing stormwater utilities. The existing street layout does not support the proposed site configuration for the Stanley 98 Affordable Multi-Family site plan application, and a new access configuration has been designed. Refer to the attached ordinance for legal descriptions and illustrations of the right-of-way to be vacated.

In addition to the street vacation, the applicant has proposed to replat eight undeveloped lots into a single, larger lot that will accommodate any remaining utilities in easements as needed. The replat will be administratively reviewed with the Stanley 98 Affordable Multi-Family application following the approval of the Stanley 98 Street Vacations.

The proposed right-of-way vacation meets the criteria outlined in Section 146-5.4.2.B.3.C of the Unified Development Ordinance (UDO). It does not restrict access to any parcels or reduce the quality of public services to adjacent properties. The vacation will facilitate a cohesive site design and enable the approved development.

Therefore, staff recommends the approval of the right-of-way vacation.

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.)

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 approve the ordinance?

LEGAL COMMENTS

The City Council shall review and act to approve or deny applications for the vacation of all or part of an improved public right-of-way that has been accepted by the City. (UDO §146-5.4.2.B.3.a and UDO §146-5.4.2.B.3.b.iii) The City Council may approve a public right-of-way vacation if it finds that the requested vacation will not (i) create any landlocked parcels; (ii) restrict access to any parcel so that access is unreasonable or economically prohibitive; (iii) vacate a public alley unless such vacation is consistent with the Comprehensive Plan and the resulting land complies with lot access and connectivity requirements per Section 146-4.5 (Access and Connectivity); (iv) reduce the quality of public services to any property; or (v) be inconsistent with any transportation plan adopted by the City. (UDO §146-5.4.2.B.3.c)(McClelland)

VAN METER
WILLIAMS
POLLACK LLP

August 13, 2024

Ariana Muca
City of Aurora
Planning and Development Services
15151 E. Alameda Parkway
Aurora, Colorado 80012

RE: Letter of Introduction – Stanley 98 Site Plan Submittal

Dear Ms. Muca:

The Stanley 98 apartment development is an affordable multifamily housing project being developed and owned by the Housing Authority of the City of Aurora. The development is located near the intersection of Joliet Street and East 25th Ave.

Background and Funding: Stanley 98 is an affordable housing development funded with competitive state and federal low income housing tax credits awarded by the Colorado Housing and Finance Authority (CHFA). The demand for tax credits is four times that of the supply. The number of units and amenity components promised in CHFA application cannot be altered after an award of tax credits. Stanley 98 includes the following components:

1. One building with 75 apartments, including 31 one-bedroom, 31 two-bedroom and 13 three-bedroom units.
2. Offices for on-site property management, family services programming, compliance and maintenance.
3. Resident amenities including a rooftop deck, computer lab, package storage, bike storage, and community meeting space.
4. Exterior amenities including seating, various playgrounds, picnic and barbeque area.
5. A pedestrian bridge to connect over the 25th Drive drainageway.

Given site constraints, in order to build the physical components promised, AHA and the City of Aurora must work intentionally to address any concerns on the site. Consolidation of parcels, the vacations of alleyways and portions of Jamaica Street and East 26th Place, and an aerial apparatus for fire safety have been taken into design consideration and coordinated with City staff through the pre-application process.

An award of tax credits comes with hard deadlines for completion, and coupled with tax credit investor contribution dates. Overall, our timeline is as follows:

~March 3, 2025 - Completion of Architectural Construction Design Plans
~May 30, 2025 - Finalize project construction cost (GC GMP)
~July 11, 2025 - Building Permit Approval and Close of tax credit partnership

~July 21, 2025 - Begin Construction
~November 13, 2026 - Construction Completion-TCO (15 mo.)/Placed in Service
~January 1, 2027 – Lease up/100% Qualified Occupancy

Physical Site: The existing lot, 2.71 acres (117,853 SF+/-) site, which is currently owned by the Housing Authority of the City of Aurora and is vacant. A total of 75 units will be provided in this proposed development, with a mix of 1-, 2-, and 3-bedroom units, for a total density of 27.7 units per acre. The site is zoned OA-MS and no change in zoning is proposed.

It is important to note that the Applicant, the Housing Authority of the City of Aurora (AHA), is an affordable housing provider whose ***mission is to develop and promote quality housing while supporting and encouraging economic opportunities leading to self-sufficiency and independence.*** The Housing Authority desires to maximize the density of the site and serve the largest number of households on the parcel. These households will pay a reasonable rent and have the chance to improve their own well-being as well as contribute to the City of Aurora's economy. Stanley 98 will provide 75 affordable rental apartments meeting a portion of the City's production goals. This goal states a need for 3,500 new units per year to keep up with projected new jobs as per the City of Aurora Housing Strategy 12/21/2020.

Because of the infill nature of the site, the project is unique and the design team is working with constraints. The proposed development will require parcel consolidations, and vacations of alleyways and portions of Jamaica Street and East 26th Place. The project borders an open space amenity to the north, and will provide a pedestrian bridge connection to the adjacent neighborhood on the north side of the development. The building location on the site plan will activate Jamaica Street as the building entrance, and will incorporate a private drive for an aerial apparatus road to the north. The building will also have prominent frontage onto the existing Joliet Street. Entry to the site will be enhanced through specialty paving on Jamaica Street, prioritizing residential safety. Parking will be located on the western half of the site with guest parking spaces located along the new private drive just north of the parking lot, as well as on Joliet Street where directly abutting the parcel. The building footprint allows for a privatized south-facing courtyard amenity to help buffer the existing residential properties along East 25th Avenue to the south, and maximizes views from residences onto the open space to the north.

A landscape buffer adjustment to the north has been requested and given by City staff understanding the need to prioritize housing, parking and amenity spaces on the site.

The proposed site plan has used the site plan criteria in Section 146-405(F) as a basis for the development.

1. The development is consistent with the comprehensive plan.
2. There is not adverse effect to the existing city infrastructure and public improvements. This portion of the site is vacant with the anticipation of a development being placed on this site.
3. The proposed multi-family affordable housing is a permitted use of the zoning. It is noted that the adjacent parcels are both residential and non-residential in use. In accordance with city plans, the building has been sited with both primary frontage on a primary street (Jamaica Street) as well as residential frontage toward the adjacent multifamily parcels to the east. The building height remains well below the allowable height.
4. The proposed development is situated on a relatively flat site with a slight slope. Drive lanes, sidewalks, and the building work with this sloping and integrate landscaping strategies to complement the grading.
5. Landscaping for this site took into consideration the Unified Development Ordinance to the maximum extent feasible. Please refer to the site plan and landscape plan for amenities provided.
6. Careful consideration for the day-to-day functions of the residents as well as maintenance and regular services has been incorporated to provide efficient design and movement through the building and site.

7. Nuisance impacts are carefully considered as well, with mechanical equipment located on the roof, wherever possible, and screened from view as required with the use of parapets. Patios were designed to be covered to shelter from weather and sun and provide relief in the articulation in the building facade. The building's orientation to Joliet provides an attractive residential street frontage.
8. Unified Development Ordinances were carefully considered and adopted to provide a product that enhances and complements the surrounding community while also utilizing the affordable housing features applicable to this development.
9. A clear pattern of circulation has been designed around the site. Vehicular movement and uses follow the existing neighborhood patterns established by the street patterns of Ironton, Jamaica, and Joliet Streets with a new connecting private drive on the north border of the site. Pedestrian circulation is adjacent to the building and opens into the courtyard amenity and public sidewalk connections. Bicycle parking is located inside the building and accessed directly from the courtyard amenity.
10. The ROW improvements to the sidewalk and landscaping are to be provided. No additional streets are planned as part of the development, but all internal drive lanes and parking areas are designed to meet City standards.
11. The Housing Authority of the City of Aurora has developed and maintained numerous properties throughout the City of Aurora and continues to maintain positive relationships with the City and their neighbors.

The following outlines the Housing Authority's multifamily goals for this development:

- Create a new community that evokes a sense of pride for the residents.
- To provide high quality, sustainable affordable housing without compromising design.
- To create a new community of 75 affordable units with active features including a peaceful courtyard, children's play features, and gathering areas for resident connection and contentment.
- To provide resident services and amenities enhancing confidence, community inclusion and personal enrichment.
- To create a safe community that heightens the existing neighborhood environment.

Below is a list of the property Ownership team and project design team:

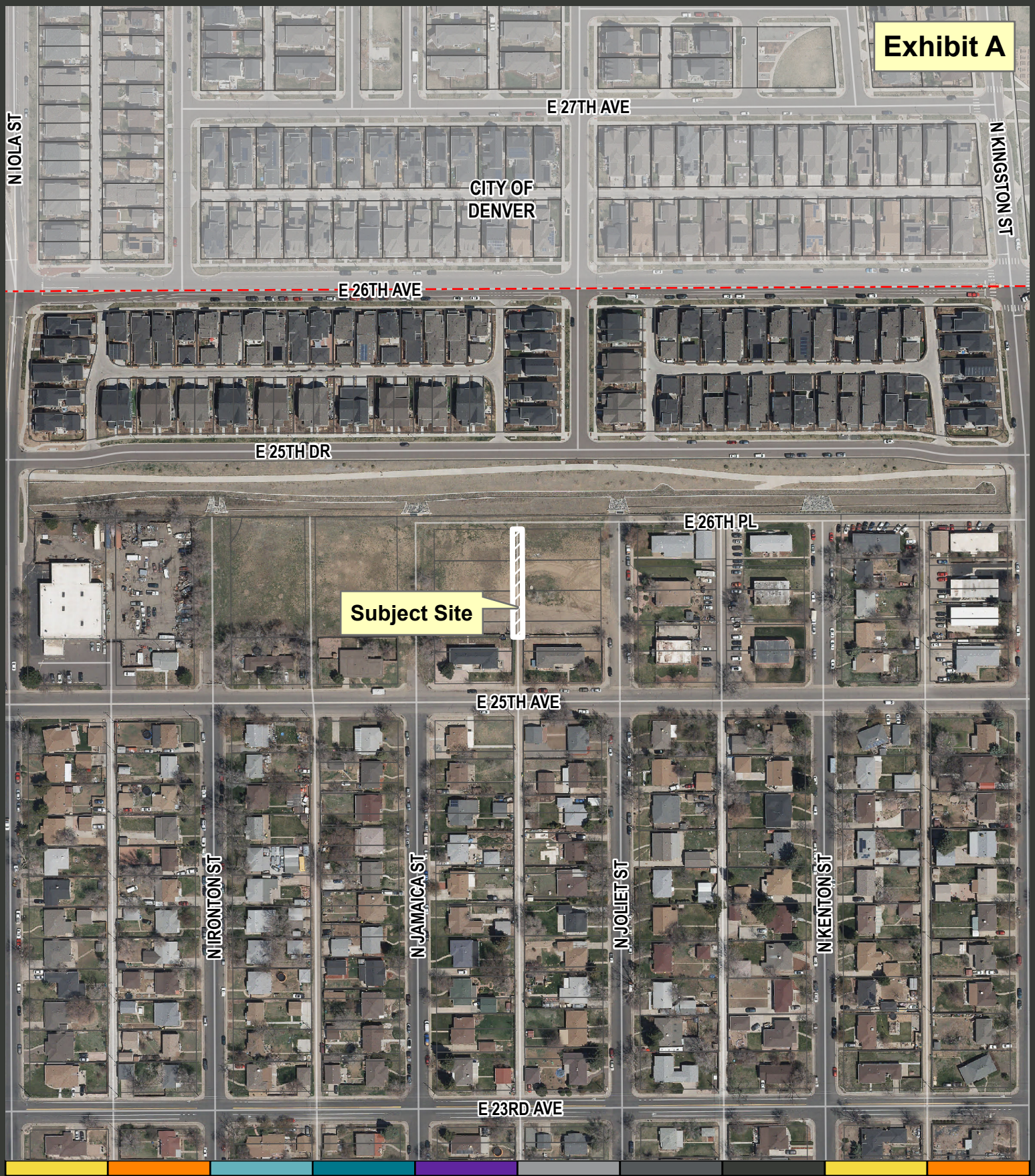
Owner: Martin Petrov
Housing Authority of the City of Aurora
2280 S. Xanadu Way
Aurora, CO 80014
720-251-2094
mpetrov@aurorahousing.org

Civil Engineer: Connor Culligan
Craft Civil Design
23 Lincoln Street, Suite 200
Denver, CO 80203
650-888-4550
cculligan@craftcivil.com

Design Team:
Architect: Brett Jacques
Van Meter Williams Pollack LLP
1738 Wynkoop Street, Suite 203
Denver, CO 80202
303-298-1480
brett@vmwp.com

Landscape Architect: Bob Couri
Britina Design Group
1760 Gaylord Street, Suite 3M
Denver, CO 80206
303-423-5680
bob@britina.com

Regards,
Brett Jacques
Van Meter Williams Pollack



Planning and Business Development

15151 E. Alameda Parkway
Aurora CO 80012 USA
AuroraGov.org
303.739.7250
GIS@auroragov.org

Miles 0 0.015 0.03

City of Aurora, Colorado

Stanley 98 Street Vacation

Case Number: 2024-8002-00
Development Application: #2803-00

1/7/2025 I:\GIS\ArcGIS_Pro_Projects\Planning\Development Review\Data Services\VicinityMap_Pro\VicinityMap_Pro_Arial.aprx

EXHIBIT C

SHEET 1 OF 2

A PORTION OF THAT 16 FOOT WIDE ALLEY RIGHT OF WAY , TO BE VACATED, IN BLOCK 104 DEDICATED BY THE PLAT OF JOHNSON-HICKAM SUBDIVISION AT RECEPTION NUMBER 480782, SITUATED IN THE NORTHWEST 1/4 OF SECTION 35, TOWNSHIP 3 SOUTH, RANGE 67 WEST OF THE 6TH P.M., CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE WEST LINE OF SAID ALLEY RIGHT OF WAY, AND THE SOUTH LINE OF THE NORTH 25 FEET, LOT 4, SAID BLOCK, FROM WHICH THE NORTHWEST CORNER OF SAID SECTION BEARS N64°05'36"W, A DISTANCE OF 1279.29 FEET, WHERE THE NORTH LINE OF SAID NORTHWEST 1/4 BEARS N89°42'41"E, A DISTANCE OF 2661.10 FEET PER THE CITY OF AURORA HORIZONTAL CONTROL MAP BOOK 03C, MONUMENTED BY A 3 1/4" ALUMINUM CAP STAMPED 20683 IN RANGE BOX ON THE EAST AND WEST, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO;

THENCE N00°18'28"W, A DISTANCE OF 175.00 FEET, ON SAID WEST LINE, TO THE NORTH LINE OF SAID BLOCK;
THENCE N89°40'24"E, A DISTANCE OF 16.00 FEET, ON SAID NORTH LINE OF SAID BLOCK;
THENCE S00°18'28"E, A DISTANCE OF 175.00 FEET, ON THE EAST LINE OF SAID ALLEY RIGHT OF WAY, TO THE SOUTH LINE OF THE NORTH 25 FEET, LOT 7, SAID BLOCK;
THENCE S89°40'24"W, A DISTANCE OF 16.00 FEET, ON SAID SOUTH LINE OF SAID LOT 7, TO THE POINT OF BEGINNING.

CONTAINING 2,800± SQUARE FEET (0.064± ACRES)

ALL LINEAL DISTANCES ARE REPRESENTED IN U.S. SURVEY FEET.

ROBERT E. HARRIS
COLORADO P.L.S. 37601
FOR & ON BEHALF OF
GILLIANS LAND CONSULTANTS

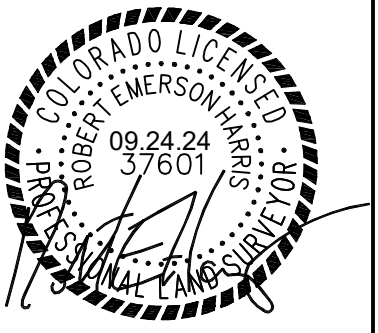
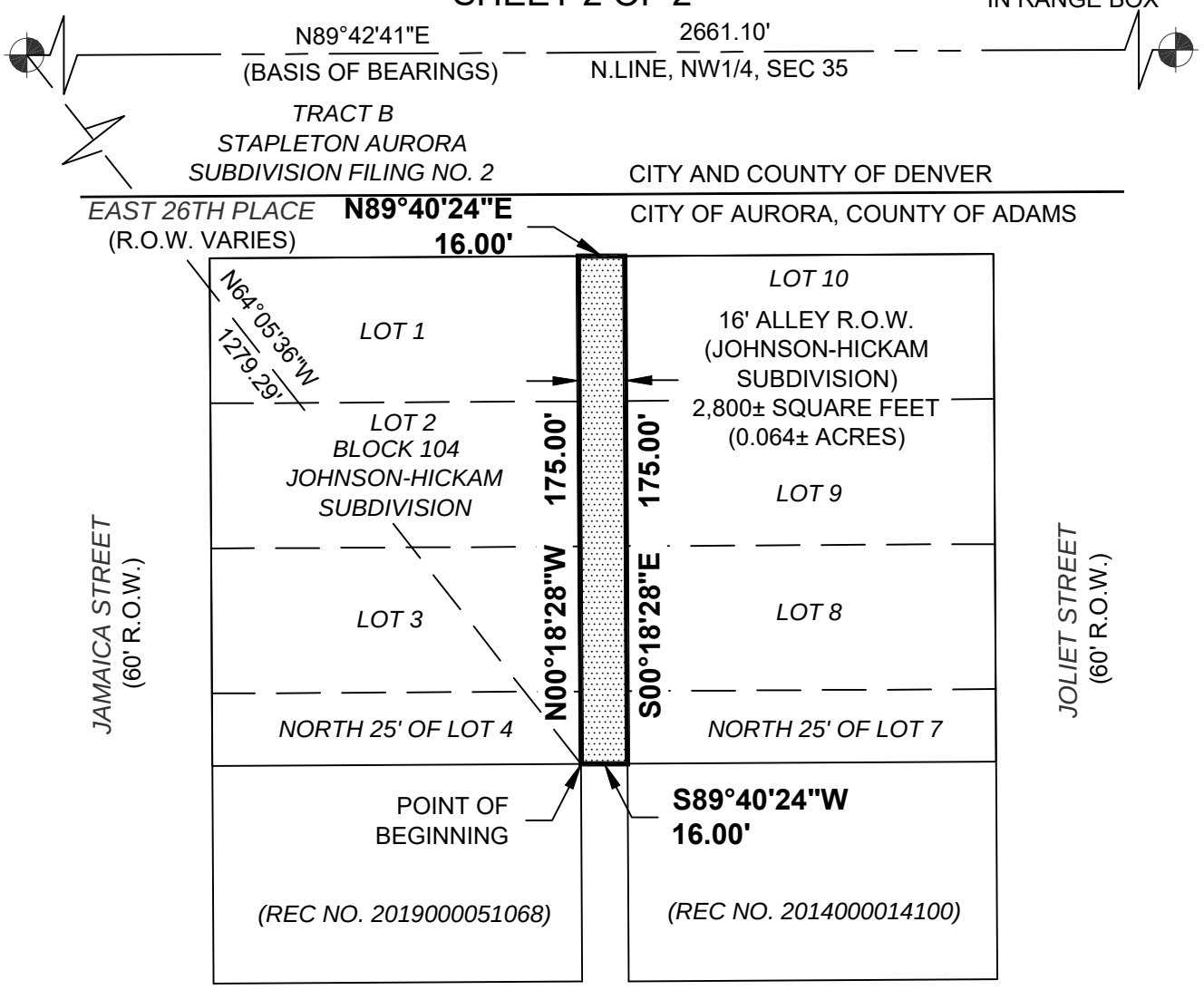


ILLUSTRATION FOR
EXHIBIT C

SHEET 2 OF 2



SCALE: 1" = 60 US SURVEY FEET

60' 0 30' 60'

COLORADO LICENSED
ROBERT EMERSON HARRIS
09.24.24
37601
PROFESSIONAL LAND SURVEYOR

OWNER: PUBLIC RIGHT OF WAY

This illustration does not represent a monumented survey.
It is intended only to depict the attached legal description.

CITY OF AURORA, COLORADO

DRAWN BY: DRH	1" = 60'	R.O.W. FILE NUMBER
CHECKED BY: REH	08–05–2024	JOB NUMBER: 24132

A 16 FOOT WIDE STRIP OF LAND , TO BE VACATED, LYING IN THE NW 1/4 OF SECTION 35, T3S, R67W OF THE 6th P.M., CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO.

STANLEY 98 SUBDIVISION FILING NO. 1

A RESUBDIVISION OF A PART OF BLOCK 104,
JOHNSON-HICKAM SUBDIVISION,
AND A PART OF BLOCK 103, BOSTON HEIGHTS 2ND FILING,
THE NORTHWEST 1/4 OF SECTION 35,
TOWNSHIP 3 SOUTH, RANGE 67 WEST OF THE 6TH P.M.,
CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO
SHEET 1 OF 3

LAND DESCRIPTION AND DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED WARRANT THEY ARE OWNER OF LOTS 1, 2, 3, 8, 9, 10 AND THE NORTH 25 FEET OF LOT 4 AND THE NORTH 25 FEET OF LOT 7, BLOCK 104, JOHNSON-HICKAM SUBDIVISION,
TOGETHER WITH
THAT PART OF BLOCK 103, BOSTON HEIGHTS, 2ND FILING, DESCRIBED AS FOLLOWS:
BEGINNING AT THE INTERSECTION OF THE NORTH LINE (OR SAID NORTH LINE EXTENDED) OF THE PARCEL DESCRIBED IN DEED RECORDED IN BOOK 612 AT PAGE 86 WITH THE WEST LINE OF THE EAST 30 FEET OF SAID BLOCK;

THENCE NORTH, ALONG THE WEST LINE OF THE EAST 30 FEET OF SAID BLOCK TO THE NORTH LINE OF THE SOUTH 301.6 FEET OF SAID BLOCK;
THENCE WEST, PARALLEL WITH THE SOUTH LINE OF SAID BLOCK, TO THE EAST LINE OF THE WEST 30 FEET OF SAID BLOCK;
THENCE SOUTH, ALONG THE EAST LINE OF THE WEST 30 FEET OF SAID BLOCK, TO THE NORTH LINE (OR SAID NORTH LINE EXTENDED) OF THE PARCEL DESCRIBED IN BOOK 972 AT PAGE 270;
THENCE EAST, ALONG THE NORTH LINE OF SAID PARCEL DESCRIBED IN BOOK 972 AT PAGE 270, TO THE WEST LINE OF A 16-FOOT STRIP THROUGH SAID BLOCK, THE CENTER LINE OF WHICH IS THE NORTH-SOUTH CENTER LINE OF SAID BLOCK;
THENCE EASTERLY TO THE NORTHWEST CORNER OF THE PARCEL DESCRIBED IN DEED RECORDED IN BOOK 612 AT PAGE 86;
THENCE EASTERLY, ALONG THE NORTH LINE OF SAID PARCEL DESCRIBED IN BOOK 612 AT PAGE 86, TO THE POINT OF BEGINNING;

EXCEPT THAT PART OF SAID PROPERTY LYING WITHIN A STRIP OF LAND 8 FEET ON EACH SIDE OF THE NORTH-SOUTH CENTER LINE OF SAID BLOCK; AND EXCEPT ANY PORTION OF SAID PROPERTY LYING WITHIN THE NORTH 318.4 FEET OF SAID BLOCK;
AND ALSO EXCEPTING THAT PARCEL CONVEYED TO THE CITY OF AURORA IN QUIT CLAIM DEED RECORDED JUNE 18, 1951 IN BOOK 422 AT PAGE 366, AND FURTHER EXCEPTING, THAT PARCEL CONVEYED IN SPECIAL WARRANTY DEED RECORDED DECEMBER 8, 1951 IN BOOK 432 AT PAGE 273, COUNTY OF ADAMS, STATE OF COLORADO,
TOGETHER WITH
THOSE VACATED RIGHTS OF WAY OF EAST 26TH PLACE IN RECEPTION NUMBER _____, AND JAMAICA STREET IN RECEPTION NUMBER _____, AND THAT 16 FOOT ALLEY IN SAID BLOCK 103 IN RECEPTION NUMBER _____, AND THAT 16 FOOT ALLEY IN SAID BLOCK 104 IN RECEPTION NUMBER _____, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF THE PARCEL DESCRIBED IN SAID BOOK 612, PAGE 86, AND THE WEST RIGHT OF WAY LINE OF JAMAICA STREET AS DESCRIBED IN SAID BOOK 422 AT PAGE 366, FROM WHICH THE NORTHWEST CORNER OF SAID NORTHWEST 1/4 BEARS N59°50'37"W, A DISTANCE OF 1114.45 FEET, WHERE THE NORTH LINE OF SAID SECTION BEARS N89°42'41"E, A DISTANCE OF 2661.10 FEET PER THE CITY OF AURORA HORIZONTAL CONTROL MAP BOOK 03C, MONUMENTED BY A 3 1/4" ALUMINUM CAP STAMPED 20683 IN RANGE BOX ON THE EAST AND WEST, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO;

THENCE S89°40'24"W, A DISTANCE OF 270.23 FEET, ON THE NORTH LINE OF SAID BOOK 612, PAGE 86, AND THE NORTH LINE OF SAID BOOK 972 AT PAGE 270, TO THE EAST RIGHT OF WAY LINE OF IRONTON STREET AS DESCRIBED IN SAID BOOK 422 AT PAGE 366;
THENCE N00°18'28"W, A DISTANCE OF 160.03 FEET, ON SAID EAST RIGHT OF WAY LINE;
THENCE ON A NON-TANGENT CURVE TO THE LEFT 37.71 FEET, WITH A RADIUS OF 437.50 FEET, A DELTA OF 4°56'18", AND A CHORD WHICH BEARS N14°21'06"E, A DISTANCE OF 37.70 FEET, TO THE SOUTH LINE OF THE NORTH 318.4 FEET OF SAID BLOCK 103;
THENCE N89°42'41"E, A DISTANCE OF 590.85 FEET, ON SAID SOUTH LINE, TO THE EXTENSION OF THE WEST RIGHT OF WAY LINE OF JOLIET STREET, AS DEDICATED BY SAID SUBDIVISION;
THENCE S00°18'28"E, A DISTANCE OF 196.24 FEET, ON SAID WEST RIGHT OF WAY LINE OF JOLIET STREET, TO THE SOUTH LINE OF THE NORTH 25 FEET OF SAID LOTS 4 AND 7;
THENCE S89°40'24"W, A DISTANCE OF 270.16 FEET, ON SAID SOUTH LINE OF THE NORTH 25 FEET OF SAID LOTS 4 AND 7, TO THE EAST RIGHT OF JAMAICA STREET AS DEDICATED BY SAID SUBDIVISION;
THENCE S89°48'25"W, A DISTANCE OF 60.00 FEET, TO THE POINT OF BEGINNING.

CONTAINING 117,714 SQUARE FEET OR 2.702 ACRES, MORE OR LESS; HAVE LAID OUT, PLATTED, AND SUBDIVIDED THE SAME INTO A LOT, AND A BLOCK AS SHOWN ON THIS PLAT UNDER THE NAME AND STYLE OF ***STANLEY 98 SUBDIVISION FILING NO. 1*** AND BY THESE PRESENTS DO HEREBY DEDICATE TO THE CITY OF AURORA, COLORADO, FOR THE PERPETUAL USE OF THE PUBLIC, THE STREETS, EASEMENTS, AS SHOWN HEREON AND NOT PREVIOUSLY DEDICATED TO THE PUBLIC.

OWNER:

UC SMP, LLC, A COLORADO LIMITED LIABILITY COMPANY

_____
SIGNATURE

_____ _____
PRINT NAME PRINT TITLE

NOTARIAL:

STATE OF COLORADO)
COUNTY OF ADAMS) SS

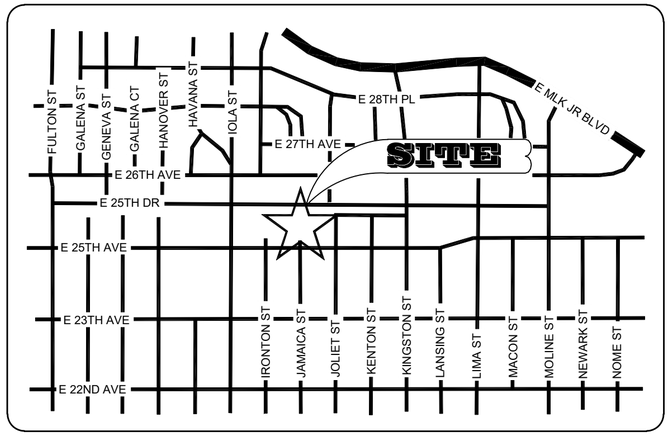
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS __DAY OF _____, 20__A.D.

BY:_____ AS _____ OF _____, AS PRESIDENT.

WITNESS MY HAND AND OFFICIAL SEAL:

_____
NOTARY PUBLIC

MY COMMISSION EXPIRES: _____



VICINITY MAP

SCALE: 1"=1,000'

CONTRACT PURCHASER:

HOUSING AUTHORITY OF THE CITY OF AURORA, COLORADO, A BODY CORPORATE AND POLITIC

_____
SIGNATURE

_____ _____
PRINT NAME PRINT TITLE

NOTARIAL:

STATE OF COLORADO)
COUNTY OF ADAMS) SS

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS __DAY OF _____, 20__A.D.

BY:_____ AS _____ OF _____, AS PRESIDENT.

WITNESS MY HAND AND OFFICIAL SEAL:

_____
NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY I WAS IN RESPONSIBLE CHARGE OF THE SURVEY WORK USED IN THE PREPARATION OF THIS PLAT; THE POSITIONS OF THE PLATTED POINTS SHOWN HEREON HAVE AN ACCURACY OF NOT LESS THAN ONE (1) FOOT IN TEN THOUSAND (10,000) FEET PRIOR TO ADJUSTMENTS; AND ALL BOUNDARY MONUMENTS AND CONTROL CORNERS SHOWN HEREON WERE IN PLACE AS DESCRIBED ON _____. I FURTHER CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS ACCURATE AND IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE TO MY KNOWLEDGE, INFORMATION, AND BELIEF. THIS CERTIFICATION IS NOT A GUARANTY OR WARRANTY, EITHER EXPRESSED OR IMPLIED.

ROBERT E. HARRIS
COLORADO P.L.S. 37601
FOR & ON BEHALF OF
GILLIANS LAND CONSULTANTS



CITY OF AURORA APPROVALS:

THE FOREGOING INSTRUMENT IS APPROVED FOR FILING AND CONVEYANCE OF STREETS, EASEMENTS AS SHOWN HEREON AND IS ACCEPTED BY THE CITY OF AURORA, COLORADO, THIS _____DAY OF_____,20 __A.D, SUBJECT TO THE CONDITION THAT THE CITY SHALL UNDERTAKE MAINTENANCE OF ANY SUCH STREETS ONLY AFTER CONSTRUCTION HAS BEEN COMPLETED BY THE SUBDIVIDER TO CITY OF AURORA SPECIFICATIONS

_____
CITY ENGINEER DATE

_____
PLANNING DIRECTOR DATE

MORTGAGE HOLDER

THE UNDERSIGNED, AS MORTGAGE HOLDERS ON PART OR ALL OF THE HEREON SHOWN REAL PROPERTY, DO HEREBY AGREE AND CONSENT TO THE PLATTING OF SAID PROPERTY AS SHOWN HEREON.

_____
ENTERPRISE COMMUNITY LOAN FUND, INC., A MARYLAND NONSTOCK, NONPROFIT CORPORATION, AS ADMINISTRATIVE AGENT FOR CERTAIN LENDERS, ITS SUCCESSORS AND/OR ASSIGNS

2	EASEMENT CHANGES	12-04-2024	DRH
1	CITY COMMENTS	11-18-2024	DRH
NO	REVISION RECORD	DATE	BY

GILLIANS LAND CONSULTANTS
P.O. BOX 375
BENNETT, CO 80102
303-972-6640
www.gilliansIc.com
JN: 24132
INITIAL SUBMITTAL DATE: 09/27/2024

STANLEY 98 SUBDIVISION FILING NO. 1

A RESUBDIVISION OF A PART OF BLOCK 104,
JOHNSON-HICKAM SUBDIVISION,
AND A PART OF BLOCK 103, BOSTON HEIGHTS 2ND FILING,
THE NORTHWEST 1/4 OF SECTION 35,
TOWNSHIP 3 SOUTH, RANGE 67 WEST OF THE 6TH P.M.,
CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO
SHEET 2 OF 3

NOTES

1. NOTICE: ACCORDING TO COLORADO LAW, YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT, MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF CERTIFICATION SHOWN HEREON.

2. THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY GILLIANS LAND CONSULTANTS TO DETERMINE OWNERSHIP OR EASEMENTS OF RECORD, RIGHT OF WAY, AND TITLE OF RECORD. GILLIANS LAND CONSULTANTS RELIED UPON LAND TITLE GUARANTEE COMPANY ORDER NUMBER: ABD70821440-5, COMMITMENT DATE 12/27/2023 AT 5:00 P.M. FOR THIS INFORMATION.

3. DISTANCES ON THIS SURVEY ARE EXPRESSED IN US SURVEY FEET AND DECIMALS THEREOF. A US SURVEY FOOT IS DEFINED AS EXACTLY 1200/3937 METERS.

4. RIGHT-OF-WAY FOR INGRESS AND EGRESS FOR SERVICE AND EMERGENCY VEHICLES IS GRANTED OVER, ACROSS, ON, AND THROUGH ANY AND ALL PRIVATE ROADS, WAYS, AND FIRE LANES NOW OR HEREAFTER ESTABLISHED ON THE DESCRIBED PROPERTY. THE SAME ARE HEREBY DESIGNATED AS FIRE LANES AND EMERGENCY AND SERVICE VEHICLE ROADS AND SHALL BE POSTED "NO PARKING- FIRE LANE".

5. THE EASEMENT AREA WITHIN EACH LOT OR TRACT IS TO BE CONTINUOUSLY MAINTAINED BY THE OWNER OF THE LOT OR TRACT EXCEPTING THE CITY OF AURORA FROM SUCH RESPONSIBILITY. ANY STRUCTURES INCONSISTENT WITH THE USE GRANTED IN THE EASEMENT ARE PROHIBITED.

COVENANTS:

THE UNDERSIGNED OWNER(S), FOR THEMSELVES, THEIR HEIRS, SUCCESSORS AND ASSIGNS (COLLECTIVELY HEREAFTER "OWNER"), COVENANT AND AGREE WITH THE CITY OF AURORA ("CITY");

ALL ELECTRICAL, COMMUNITY UTILITY LINES AND SERVICES, AND STREET LIGHTING CIRCUITS, EXCEPT AS PROVIDED IN SECTION 126-505 OF THE CITY CODE AS THE SAME MAY BE AMENDED FROM TIME TO TIME, SHALL BE INSTALLED UNDERGROUND;

ALL CROSSINGS OR ENCROACHMENTS, INCLUDING BUT NOT LIMITED, TO PRIVATE LANDSCAPE IRRIGATION SYSTEMS, UNDERDRAINS, OR PRIVATE UTILITIES INTO EASEMENTS OWNED BY THE CITY OF AURORA ARE ACKNOWLEDGED BY THE UNDERSIGNED AS BEING SUBJECT TO THE CITY OF AURORA'S USE AND OCCUPANCY OF SAID EASEMENTS AND RIGHTS-OF-WAY. THE UNDERSIGNED, THEIR SUCCESSORS AND ASSIGNS, HEREBY AGREE TO INDEMNIFY AND HOLD HARMLESS THE CITY OF AURORA FOR ANY LOSS, DAMAGE, OR REPAIR TO PRIVATE LANDSCAPE IRRIGATION SYSTEMS, UNDERDRAINS, OR PRIVATE UTILITIES THAT MAY RESULT FROM THE CITY OF AURORA'S USE AND OCCUPANCY OR EXERCISE OF ITS RIGHTS IN SAID EASEMENTS AND RIGHTS OF WAY. THE UNDERSIGNED, ITS SUCCESSORS AND ASSIGNS, FURTHER AGREES TO REMOVE, REPAIR, REPLACE, RELOCATE, MODIFY, OR OTHERWISE ADJUST SAID PRIVATE LANDSCAPE IRRIGATION SYSTEMS, UNDERDRAINS, PRIVATE DETENTION POND AND DRAINAGE FEATURES, OR PRIVATE UTILITIES UPON REQUEST FROM THE CITY OF AURORA AND AT NO EXPENSE TO THE CITY OF AURORA.

THE AREA(S) LABELED "DRAINAGE EASEMENT" ("DRAINAGE EASEMENT AREA") HEREON DEPICT EASEMENT(S) HEREBY DEDICATED BY THE OWNER TO THE CITY AS SET FORTH HEREIN. OWNER GRANTS THE RIGHT, PRIVILEGE AND AUTHORITY, BUT NOT THE OBLIGATION, TO THE CITY TO SURVEY, CONSTRUCT, RECONSTRUCT, OPERATE, MAINTAIN, REMOVE, REPLACE, UPGRADE AND USE: STORM DRAINAGE FACILITIES, INCLUDING BUT NOT LIMITED TO FENCES, GATES, SIGNS, WALLS, CHANNELS, DROP STRUCTURES, TRICKLE CHANNELS, OUTLET STRUCTURES, FOREBAY, WEIR SECTIONS, INCLUDING ALL FIXTURES, DEVICES, STRUCTURES, GRADING, AND ANY AND ALL OTHER APPURTENANCES THERETO WHATSOEVER NECESSARY OR USEFUL IN THE OPERATION OF A DRAINAGE AREA AND ALL OTHER ITEMS LOCATED BELOW GRADE LEVEL, AT GRADE LEVEL AND ABOVE GRADE LEVEL WITHIN THE DRAINAGE EASEMENT AREA (COLLECTIVELY AND INDIVIDUALLY HEREINAFTER REFERRED TO AS "DRAINAGE FACILITIES"), TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OVER, ACROSS, ON AND THROUGH SAID DRAINAGE EASEMENT AREA, AND THE RIGHT TO REMOVE OBJECTS OR STRUCTURES THEREFROM THAT INTERFERE OR ENDANGER ANY DRAINAGE FACILITIES AS DETERMINED BY THE CITY IN ITS SOLE DISCRETION AND WITHOUT LIABILITY OR EXPENSE TO THE CITY. THE DRAINAGE EASEMENT TOGETHER WITH ANY AND ALL DRAINAGE FACILITIES LOCATED WITHIN THE DRAINAGE EASEMENT AREA ARE TO BE CONSTRUCTED AND CONTINUOUSLY MAINTAINED BY THE OWNER OF THE APPLICABLE PORTION OF THE DRAINAGE EASEMENT AREA AND AT NO COST TO THE CITY. SUCH OWNER HAS RESPONSIBILITY AND LIABILITY FOR THE APPLICABLE DRAINAGE EASEMENT AREA, DRAINAGE FACILITIES, AND THEIR MAINTENANCE. THE CITY, IN CITY'S SOLE DISCRETION AND WITHOUT ASSUMING RESPONSIBILITY OR LIABILITY FOR THE DRAINAGE EASEMENT AREA, DRAINAGE FACILITIES OR THEIR MAINTENANCE, MAY ENTER THE DRAINAGE EASEMENT AREA FOR THE PURPOSES SET FORTH HEREIN AND FOR CLEANING, MAINTAINING, REPAIRING, CONSTRUCTING, OR IMPROVING THE DRAINAGE EASEMENT AREA OR DRAINAGE FACILITIES AT THE EXPENSE OF THE APPLICABLE OWNER, FOLLOWING SUCH OWNER'S FAILURE TO REASONABLY CURE ANY DEFAULT UPON RECEIPT OF WRITTEN NOTICE OF THE SAME. SUCH OWNER SHALL PROMPTLY REIMBURSE THE CITY, UPON REQUEST, FOR ANY EXPENSE RELATED THERETO (INCLUDING, BUT NOT LIMITED TO REMOVAL, REMEDIATION, COURT, COLLECTION AND ATTORNEYS' FEES AND COSTS). FAILURE TO REIMBURSE THE CITY MAY RESULT IN THE CITY RECORDING A MECHANIC AND MATERIAL MEN'S LIEN AGAINST THE APPLICABLE PORTION OF THE DRAINAGE EASEMENT AREA IN THE RECORDS OF THE COUNTY CLERK AND RECORDER'S OFFICE WHERE THE DRAINAGE EASEMENT AREA IS LOCATED.

THE AREA(S) LABELED "FIRE LANE EASEMENT" ("FIRE LANE EASEMENT AREA") HEREON DEPICT EASEMENT(S) HEREBY DEDICATED BY THE OWNER TO THE CITY AS SET FORTH HEREIN. OWNER GRANTS THE RIGHT, PRIVILEGE AND AUTHORITY, BUT NOT THE OBLIGATION, TO THE CITY TO SURVEY, CONSTRUCT, RECONSTRUCT, OPERATE, MAINTAIN, REMOVE, REPLACE, UPGRADE AND USE: FACILITIES, AND ALL FIXTURES, DEVICES AND STRUCTURES WHATSOEVER NECESSARY OR USEFUL IN THE OPERATION OF A FIRE LANE OVER, ACROSS, ON AND THROUGH THE AREAS DEPICTED HEREON AS FIRE LANE EASEMENT; TOGETHER WITH THE RIGHT-OF-WAY FOR INGRESS AND EGRESS OF EMERGENCY AND SERVICE VEHICLES OVER, ACROSS, ON AND THROUGH THE AREAS DEPICTED HEREON AS FIRE LANE EASEMENTS, WHICH SAID LANES TO BE DEDICATED AND DESIGNATED AS FIRE LANE EASEMENTS AND EMERGENCY AND SERVICE VEHICLE ROADS; FIRE LANE EASEMENTS SHALL BE CONSTRUCTED AND MAINTAINED BY EACH OWNER OF THE APPLICABLE PORTION OF THE FIRE LANE EASEMENT AREA AT NO COST TO THE CITY IN ACCORDANCE WITH CURRENT CITY STANDARDS FOR FIRE LANE EASEMENTS AND SHALL BE POSTED BY SUCH OWNER WITH SIGNS STATING "NO PARKING - FIRE LANE" IN ACCORDANCE WITH THE CITY CODE OF AURORA, COLORADO (COLLECTIVELY AND INDIVIDUALLY HEREINAFTER REFERRED TO AS "FIRE LANE FACILITIES"). OWNER ALSO GRANTS THE CITY THE RIGHT OF INGRESS AND EGRESS OVER, ACROSS, ON AND THROUGH SAID FIRE LANE EASEMENT AREA, AND THE RIGHT TO REMOVE OBJECTS OR STRUCTURES THEREFROM THAT INTERFERE OR ENDANGER ANY FIRE LANE FACILITIES AS DETERMINED BY THE CITY IN ITS SOLE DISCRETION AND WITHOUT LIABILITY OR EXPENSE TO THE CITY. OWNER HAS RESPONSIBILITY AND LEGAL LIABILITY FOR THE FIRE LANE EASEMENT AREA, CONSTRUCTION OF FIRE LANE FACILITIES AND CONTINUOUS MAINTENANCE OF THE FIRE LANE EASEMENT AREA, FIRE LANE FACILITIES, AND ALL OTHER ITEMS LOCATED BELOW GRADE LEVEL, AT GRADE LEVEL AND ABOVE GRADE LEVEL WITHIN THE FIRE LANE EASEMENT AREA; ALL AT NO COST TO THE CITY. THE CITY, IN CITY'S SOLE DISCRETION AND WITHOUT ASSUMING RESPONSIBILITY OR LEGAL LIABILITY FOR THE FIRE LANE EASEMENT AREA, FIRE LANE FACILITIES OR THEIR MAINTENANCE, MAY ENTER THE FIRE LANE EASEMENT AREA FOR THE PURPOSES SET FORTH HEREIN AND FOR CLEANING, MAINTAINING, REPAIRING, CONSTRUCTING OR IMPROVING THE EASEMENT OR FIRE LANE FACILITIES AT THE EXPENSE OF THE APPLICABLE OWNER, FOLLOWING SUCH OWNER'S FAILURE TO REASONABLY CURE ANY DEFAULT UPON RECEIPT OF WRITTEN NOTICE OF THE SAME. SUCH OWNER SHALL PROMPTLY REIMBURSE THE CITY FOR ANY EXPENSE RELATED THERETO (INCLUDING, BUT NOT LIMITED TO REMOVAL, REMEDIATION, COURT, COLLECTION AND ATTORNEYS' FEES AND COSTS). FAILURE TO REIMBURSE THE CITY MAY RESULT IN THE CITY RECORDING A MECHANIC AND MATERIAL MEN'S LIEN AGAINST THE APPLICABLE PORTION OF THE FIRE LANE EASEMENT AREA IN THE RECORDS OF THE COUNTY CLERK AND RECORDER'S OFFICE WHERE THE FIRE LAND EASEMENT AREA IS LOCATED.

THE AREA(S) LABELED AS "WATER EASEMENT" HEREON DEPICT EASEMENT(S) DEDICATED BY THE OWNER TO THE CITY FOR USE BY THE CITY, BUT NOT BY THIRD PARTY PUBLIC UTILITIES, TO SURVEY, INSTALL, CONSTRUCT, RECONSTRUCT, RELOCATE, REPLACE, MAINTAIN, ENLARGE, UPGRADE, REPAIR, USE, OPERATE, PATROL, CONTROL, IMPROVE, TEST, INSPECT OR REMOVE AT ANY TIME AND FROM TIME TO TIME AS MAY BE NECESSARY AND USEFUL TO, OR REQUIRED BY CITY, ANY AND ALL IMPROVEMENTS, FACILITIES AND APPURTENANCES TO WATER LINES, WATER MAINS, METERS, FIRE HYDRANTS CONDUITS, VAULTS, METERS, VALVES, MANHOLES, VENT PIPES, UTILITY LOCATION MARKERS OR ANY OTHER WATER UTILITY STRUCTURES INCLUDING, BUT NOT LIMITED TO, ANY AND ALL NECESSARY CABLES, WIRES AND ALL IMPROVEMENTS AND APPURTENANCES THERETO, AND ALL FACILITIES, AND FIXTURES, DEVICES AND STRUCTURES AND APPURTENANCES WHATSOEVER NECESSARY OR USEFUL IN THE OPERATION OF ANY OF THEM AND TO MAKE ANY NEEDED CUTS AND FILLS IN THE EARTH IN, ON, UNDER, THROUGH, OVER AND ACROSS THE AREAS LABELED AS "WATER EASEMENT" FOR AND BEING FURTHER SUBJECT TO THOSE TERMS AND CONDITIONS SET FORTH IN THE DOCUMENT ENTITLED "GENERAL EASEMENT TERMS AND CONDITIONS" RECORDED ON DATE IN THE RECORDS OF THE ADAMS, ARAPAHOE, DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE AT RECEPTION NOS. (ADAMS COUNTY) 2024000018661, (ARAPAHOE COUNTY) E4021602, (DOUGLAS COUNTY) 2024013875, RESPECTIVELY.

THE AREA(S) LABELED AS "SANITARY SEWER EASEMENT" HEREON DEPICT EASEMENT(S) HEREBY DEDICATED BY THE OWNER TO THE CITY FOR USE BY THE CITY, BUT NOT BY THIRD PARTY PUBLIC UTILITIES, TO SURVEY, INSTALL, CONSTRUCT, RECONSTRUCT, RELOCATE, REPLACE, MAINTAIN, ENLARGE, UPGRADE, REPAIR, USE, OPERATE, PATROL, CONTROL, IMPROVE, TEST, INSPECT OR REMOVE AT ANY TIME AND FROM TIME TO TIME AS MAY BE NECESSARY AND USEFUL TO, OR REQUIRED BY CITY, ANY AND ALL IMPROVEMENTS, FACILITIES AND APPURTENANCES TO SANITARY SEWER COLLECTION MAINS AND TRANSMISSION MAINS, LINES AND ALL FACILITIES, FIXTURES, DEVICES AND STRUCTURES AND APPURTENANCES WHATSOEVER NECESSARY OR USEFUL IN THE OPERATION OF ANY OF THEM AND BEING FURTHER SUBJECT TO THOSE TERMS AND CONDITIONS SET FORTH IN THE DOCUMENT ENTITLED "GENERAL EASEMENT TERMS AND CONDITIONS" RECORDED ON DATE IN THE RECORDS OF THE ADAMS/ARAPAHOE/DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE AT RECEPTION NOS. (ADAMS COUNTY) 2024000018661, (ARAPAHOE COUNTY) E4021602, (DOUGLAS COUNTY) 2024013875, RESPECTIVELY.

THE AREA(S) LABELED AS "STORM SEWER EASEMENT" HEREON DEPICT EASEMENT(S) HEREBY DEDICATED BY THE OWNER TO THE CITY FOR USE BY THE CITY, BUT NOT BY THIRD PARTY PUBLIC UTILITIES, TO SURVEY, INSTALL, CONSTRUCT, RECONSTRUCT, RELOCATE, REPLACE, MAINTAIN, ENLARGE, UPGRADE, REPAIR, USE, OPERATE, PATROL, CONTROL, IMPROVE, TEST, INSPECT OR REMOVE AT ANY TIME AND FROM TIME TO TIME AS MAY BE NECESSARY AND USEFUL TO, OR REQUIRED BY CITY, ANY AND ALL IMPROVEMENTS, FACILITIES AND APPURTENANCES TO STORM COLLECTION MAINS AND TRANSMISSION MAINS, LINES, DRAINS, AND IRRIGATION LINES AND ALL FACILITIES, FIXTURES, DEVICES, APPURTENANCES AND STRUCTURES WHATSOEVER NECESSARY OR USEFUL IN THE OPERATION OF ANY OF THEM AND BEING FURTHER SUBJECT TO THOSE TERMS AND CONDITIONS SET FORTH IN THE DOCUMENT ENTITLED "GENERAL EASEMENT TERMS AND CONDITIONS" RECORDED ON DATE IN THE RECORDS OF THE ADAMS/ARAPAHOE/DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE AT RECEPTION NOS. (ADAMS COUNTY) 2024000018661, (ARAPAHOE COUNTY) E4021602, (DOUGLAS COUNTY) 2024013875, RESPECTIVELY.

THE AREA(S) LABELED AS "UTILITY EASEMENT" HEREON DEPICT EASEMENT(S) HEREBY DEDICATED BY THE OWNER TO THE CITY FOR USE BY PUBLIC UTILITY COMPANIES AUTHORIZED IN WRITING BY THE CITY FOR PROVISION OF SERVICES REQUIRED OR ORDINARILY PERFORMED WITHIN THE UTILITY EASEMENT BY THIRD PARTY PUBLIC UTILITY PROVIDERS OF ELECTRIC, TELEVISION, CABLE, TELECOMMUNICATION FACILITIES, AND OTHER PUBLIC UTILITIES TO SURVEY, INSTALL, CONSTRUCT, RECONSTRUCT, RELOCATE, REPLACE, MAINTAIN, ENLARGE, UPGRADE, REPAIR, USE, OPERATE, PATROL, CONTROL, IMPROVE, TEST, INSPECT OR REMOVE AT ANY TIME AND FROM TIME TO TIME AS MAY BE USEFUL TO, OR REQUIRED BY CITY, ANY AND ALL PIPES, CASINGS, WIRES, CONDUIT, CULVERTS, VALVES, VENTILATORS, MANHOLES, EQUIPMENT, OR MATERIAL AND ANY OTHER APPURTENANCES NECESSARY , AND TO MAKE ANY CUTS AND FILLS IN THE EARTH NEEDED ONLY IN, ON, UNDER, THROUGH, OVER AND ACROSS THE "UTILITY EASEMENT" FOR ONE OR MORE PUBLIC UTILITY IMPROVEMENTS INCLUDING ALL THINGS DEEMED BY THE CITY, IN ITS SOLE DISCRETION, TO BE NECESSARY OR CONVENIENT FOR THE OPERATION OF SUCH PUBLIC UTILITY. THE AUTHORIZED PUBLIC UTILITY SHALL MAINTAIN SAID IMPROVEMENTS INSTALLED BY THE PUBLIC UTILITY WITHIN, ACROSS, UNDER OR UPON THE UTILITY EASEMENT. HOWEVER, THE CITY SHALL HAVE THE PERPETUAL RIGHT, BUT NOT OBLIGATION, TO CUT, TRIM, CONTROL AND REMOVE TREES, BRUSH, AND OTHER OBSTRUCTIONS WHICH INJURE OR INTERFERE WITH THE CITY'S OR AUTHORIZED PUBLIC UTILITY'S IMPROVEMENTS, USE, OCCUPATION OR ENJOYMENT OF THE UTILITY EASEMENT, OR THEIR RIGHTS IN THE UTILITY EASEMENT, WITHOUT LIABILITY TO THE CITY FOR DAMAGES ARISING THEREFROM.

GILLIANS LAND CONSULTANTS
P.O. BOX 375
BENNETT, CO 80102
303-972-6640
www.gilliganslc.com
JN: 24132
INITIAL SUBMITTAL DATE: 09/27/2024

STANLEY 98 SUBDIVISION FILING NO. 1

A RESUBDIVISION OF A PART OF BLOCK 104,
JOHNSON-HICKAM SUBDIVISION,
AND A PART OF BLOCK 103, BOSTON HEIGHTS 2ND FILING,
THE NORTHWEST 1/4 OF SECTION 35,
TOWNSHIP 3 SOUTH, RANGE 67 WEST OF THE 6TH P.M.,
CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO
SHEET 3 OF 3

LINE TABLE		
LINE	BEARING	LENGTH
L1	S00°17'19"E	16.43'
L2	S00°18'28"E	15.86'
L3	S85°55'10"W	8.59'
L4	S89°41'32"W	10.07'
L5	N85°55'10"E	8.21'
L6	N00°18'28"W	13.87'
L7	N00°18'28"W	13.06'
L8	N85°55'10"E	8.26'
L9	N85°55'10"E	8.87'
L12	S00°18'28"E	18.77'
L13	S00°18'28"E	8.37'
L14	S63°11'34"W	10.00'
L15	S89°41'32"W	10.47'
L16	N89°41'32"E	14.58'
L17	S00°18'28"E	10.00'
L18	S89°41'32"W	14.58'
L19	N00°18'28"W	10.00'
L20	N89°41'32"E	23.16'
L21	S00°18'28"E	10.00'
L22	S89°41'32"W	23.16'
L23	N00°18'28"W	10.00'

SCALE: 1" = 40 US SURVEY FEET

40' 0 20' 40'

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CH BEARING	CH LENGTH
C1	6.58'	100.00'	3°46'22"	S87°48'21"W	6.58'
C2	40.84'	26.00'	90°00'00"	S44°41'32"W	36.77'
C3	3.12'	26.00'	6°52'16"	S86°15'24"W	3.12'
C4	24.13'	26.00'	53°10'20"	S56°14'06"W	23.27'
C5	13.59'	26.00'	29°57'25"	S14°40'14"W	13.44'
C6	45.55'	29.00'	90°00'00"	N45°18'28"W	41.01'
C7	5.93'	90.00'	3°46'22"	S87°48'21"W	5.93'

LEGEND

- SET #5 REBAR (18") WITH 1.25" GREEN PLASTIC CAP STAMPED "*PLS 37601*"
- FOUND SECTION CORNER MONUMENT AS NOTED
- FOUND #5 REBAR & YELLOW CAP STAMPED 38226
- FOUND MONUMENT AS NOTED
- SUBJECT PROPERTY BOUNDARY
- DRAINAGE EASEMENT
- FIRE LANE EASEMENT
- UTILITY EASEMENT
- WATER EASEMENT

NW CORNER,
SEC 35, T3S, R67W
FOUND 3 1/4" ALUMINUM CAP
STAMPED URS CORP 20683 2006
IN RANGE BOX

(BASIS OF BEARINGS)
N89°42'41"E 2661.10'
N.LINE, NW 1/4, SEC 35

N1/4 CORNER,
SEC 35, T3S, R67W
FOUND 3 1/4" ALUMINUM CAP
STAMPED URS CORP 20683 2011
IN RANGE BOX

N74°39'48"E
1418.89'

TRACT B
STAPLETON AURORA
SUBDIVISION FILING NO. 2
OWNER: PARK CREEK
METROPOLITAN DISTRICT

PART OF BLOCK 103,
BOSTON HEIGHTS, 2ND FILING
(BOOK 432, PAGE 273)

9.54'

30.00'

L=37.71'
R=437.50'
Δ=4°56'18"
Ch B=N14°21'06"E
Ch L=37.70'

L=20.74'
3.04'
49.73'

FOUND #5 REBAR
& YELLOW CAP
STAMPED 38226
0.5' SOUTH OF PL

160.03'
N00°18'28"W
137.23'

DRAINAGE
EASEMENT
123.52'
N00°18'28"W

10' UTILITY
EASEMENT

N74°16'39"E
51.59'
19.76'

IRONTON STREET
(60' R.O.W.)
(BOOK 422, PAGE 366)

GARDINEER
SUBDIVISION

DRAINAGE
EASEMENT

N89°42'41"E 590.85'

257.06'
260.96'
271.03'
266.99'
256.23'

18.63'
30.00'
30.07'
30.07'
L1 L2 L3 L4 L5 L6 L7 L8 L9
C1 C2 C3 C4 C5 C6 C7

23' FIRE LANE, ACCESS,
AND WATER EASEMENT

DRAINAGE EASEMENT
147.95'
133.18'
N89°41'32"E

30' STORM SEWER EASEMENT
RESERVED BY SEPARATE DOCUMENT
N89°41'32"E 270.39'
S89°41'32"W 266.39'
259.16'

26' FIRE LANE, ACCESS,
AND WATER EASEMENT

WATER
EASEMENT

10' UTILITY
EASEMENT

13.02'

EAST 26TH PLACE
(R.O.W. VARIES)

30.00'

196.24'
S00°18'28"E

JOLIET STREET
(60' R.O.W.)
(REC NO. 480782)

BLOCK 105
JOHNSON-HICKAM
SUBDIVISION

N59°50'37"W
1114.45'

52.98'
66.72'
196.35'
196.40'
L16 L17 L18 L19

30' FIRE LANE, ACCESS,
AND WATER EASEMENT

WATER
EASEMENT

WATER
EASEMENT

L20 L21 L22 L23
N00°18'28"W
S00°18'28"E
57.28'
51.20'

LOT 1
BLOCK 1
117,714± SQUARE FEET
(2.702± ACRES)

4' UTILITY
EASEMENT

5' UTILITY
EASEMENT

15.00' 30.00' 15.00'

FOUND
#3 REBAR

S89°40'24"W

PART OF BLOCK 103,
BOSTON HEIGHTS, 2ND FILING
(BOOK 972, PAGE 270)

270.23'

16' ALLEY
(BOOK 422, PAGE 366)

PART OF BLOCK 103,
BOSTON HEIGHTS, 2ND FILING
(BOOK 612, PAGE 86)

POINT OF
BEGINNING

S89°48'25"W
60.00'

30.00' 30.00'

(BOOK 422, PAGE 366)
JAMAICA STREET
(60' R.O.W.)
(REC NO. 480782)

S89°40'24"W
SOUTH 25' LOT 4

LOT 5

BLOCK 104
JOHNSON-HICKAM
SUBDIVISION

16' ALLEY
(REC NO. 480782)

270.16'
SOUTH 25' LOT 7

LOT 6

30.00'

EAST 25TH AVENUE
(60' R.O.W.)

BLOCK 130
RESUBDIVISION OF BLOCKS 130-131
BOSTON HEIGHTS
SECOND FILING

RESUBDIVISION OF BLOCK 129
BOSTON HEIGHTS
SECOND FILING

GILLIANS LAND CONSULTANTS
P.O. BOX 375
BENNETT, CO 80102
303-972-6640
www.gilliansIc.com
JN: 24132
INITIAL SUBMITTAL DATE: 09/27/2024

ORDINANCE NO. 2025- ____

A BILL

FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, VACATING THE NORTHERN PORTION OF THE PUBLIC RIGHT-OF-WAY FOR JAMAICA STREET, LOCATED BETWEEN EAST 25TH AVENUE AND EAST 26TH PLACE, AND BETWEEN IRONTON STREET AND JOLIET STREET

WHEREAS, the applicant, the Aurora Housing Authority, requests to vacate a segment of a portion of the public right-of-way for Jamaica Street, located between E 25th Avenue and E 26th Place, between Ironton Street and Joliet Street; and

WHEREAS, the street vacation is needed to facilitate the development of an affordable multi-family housing project; and

WHEREAS, Section 146-5.4.2.B.3.C of the Uniform Development Ordinance authorizes City Council to approve a public right-of-way vacation; and

WHEREAS, the City Council finds that the requested vacation will not: (i) create any landlocked parcels, (ii) restrict access to any parcel so that access is unreasonable or economically prohibitive; (iii) vacate a public alley unless such vacation is consistent with the Comprehensive Plan and the resulting land complies with lot access and connectivity requirements per Section 146-4.5 (Access and Connectivity); (iv) reduce the quality of public services to any property, and (v) be inconsistent with any transportation plan adopted by the City.

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

Section 1. The public right-of-way for a portion of public right-of-way for Jamaica Street, located between E 25th Avenue and E 26th Place, between Ironton Street and Joliet Street, in the City of Aurora, County of Adams, State of Colorado, more particularly described in Exhibit A, is hereby vacated.

Section 2. All acts, orders, resolutions, ordinances, or parts thereof, in conflict with this ordinance are hereby repealed to the extent of such conflict.

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.

INTRODUCED, READ AND ORDERED PUBLISHED this _____ day of _____, 2025.

PASSED AND ORDERED PUBLISHED this _____ day of _____, 2025.

_____
MIKE COFFMAN, Mayor

ATTEST:

_____
KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM BY CITY ATTORNEY PETE SCHULTE:

BY: Lena McClelland RLA
LENA MCCLELLAND, Assistant City Attorney

EXHIBIT A

SHEET 1 OF 3

A PORTION OF THAT 30 FOOT WIDE RIGHT OF WAY, TO BE VACATED, DEDICATED BY BOOK 422, PAGE 366, IN BLOCK 103, THE PLAT OF BOSTON HEIGHTS 2ND FILING, TOGETHER WITH A PORTION OF THAT 30 FOOT WIDE RIGHT OF WAY DEDICATED BY THE PLAT OF JOHNSON-HICKAM SUBDIVISION AT RECEPTION NUMBER 480782, MAKING A 60 FOOT RIGHT OF WAY OF JAMAICA STREET, SITUATED IN THE NORTHWEST 1/4 OF SECTION 35, TOWNSHIP 3 SOUTH, RANGE 67 WEST OF THE 6TH P.M., CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF THE PARCEL DESCRIBED IN BOOK 612, PAGE 86, AND THE WEST LINE OF SAID 60 FOOT RIGHT OF WAY, FROM WHICH THE NORTHWEST CORNER OF SAID NORTHWEST 1/4 BEARS N59°50'37"W, A DISTANCE OF 1114.45 FEET, WHERE THE NORTH LINE OF SAID SECTION BEARS N89°42'41"E, A DISTANCE OF 2661.10 FEET PER THE CITY OF AURORA HORIZONTAL CONTROL MAP BOOK 03C, MONUMENTED BY A 3 1/4" ALUMINUM CAP STAMPED 20683 IN RANGE BOX ON THE EAST AND WEST, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO;

THENCE N00°18'28"W, A DISTANCE OF 196.32 FEET, ON SAID WEST LINE, TO THE SOUTH LINE OF THE NORTH 318.4 FEET OF SAID BLOCK 103;
THENCE N89°42'41"E, A DISTANCE OF 60.00 FEET, ON SAID SOUTH LINE, TO THE EXTENSION OF THE WEST LINE OF BLOCK 104, SAID PLAT;
THENCE S00°18'28"E, A DISTANCE OF 196.42 FEET, ON SAID WEST LINE;
THENCE S89°48'25"W, A DISTANCE OF 60.00 FEET, TO THE POINT OF BEGINNING.

CONTAINING 11,782± SQUARE FEET (0.270± ACRES)

RESERVING UNTO THE CITY OF AURORA A STORM SEWER EASEMENT BEING A PORTION OF THE ABOVE DESCRIBED PARCEL, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF THE PARCEL DESCRIBED IN BOOK 612, PAGE 86, AND THE WEST LINE OF SAID 60 FOOT RIGHT OF WAY, FROM WHICH THE NORTHWEST CORNER OF SAID NORTHWEST 1/4 BEARS N59°50'37"W, A DISTANCE OF 1114.45 FEET; THENCE N89°48'25"E, A DISTANCE OF 15.00 FEET, TO THE POINT OF BEGINNING;

THENCE THENCE N00°18'28"W, A DISTANCE OF 196.35 FEET, TO THE SOUTH LINE OF THE NORTH 318.4 FEET OF SAID BLOCK 103;
THENCE N89°42'41"E, A DISTANCE OF 30.00 FEET, ON SAID SOUTH LINE;
THENCE S00°18'28"E, A DISTANCE OF 196.40 FEET;
THENCE S89°48'25"W, A DISTANCE OF 30.00 FEET, TO THE POINT OF BEGINNING.

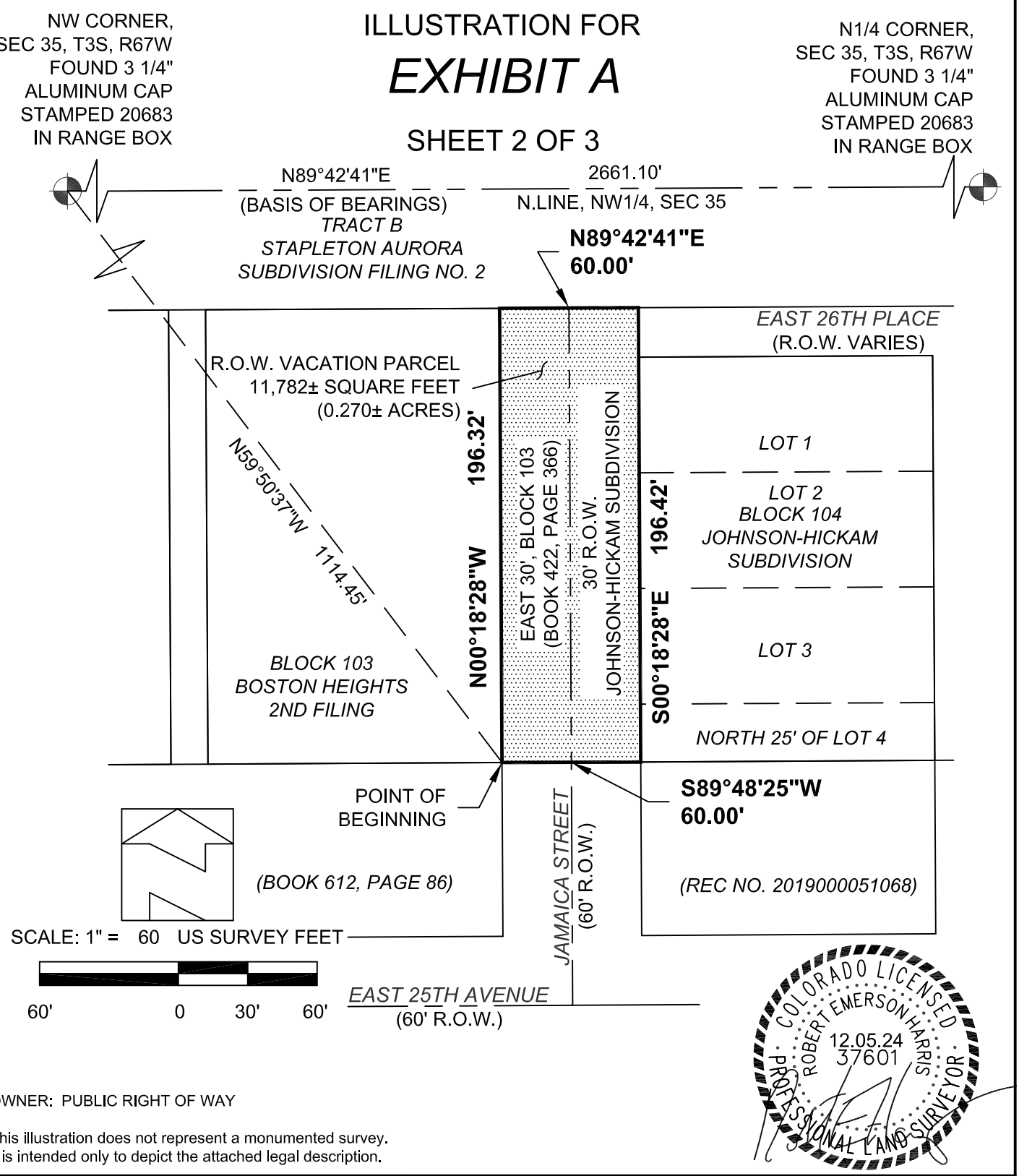
ALL LINEAL DISTANCES ARE REPRESENTED IN U.S. SURVEY FEET.



ROBERT E. HARRIS
COLORADO P.L.S. 37601
FOR & ON BEHALF OF
GILLIANS LAND CONSULTANTS

ILLUSTRATION FOR
EXHIBIT A

SHEET 2 OF 3



COLORADO LICENSED
ROBERT EMERSON HARRIS
12.05.24
37601
PROFESSIONAL LAND SURVEYOR

OWNER: PUBLIC RIGHT OF WAY

This illustration does not represent a monumented survey.
It is intended only to depict the attached legal description.

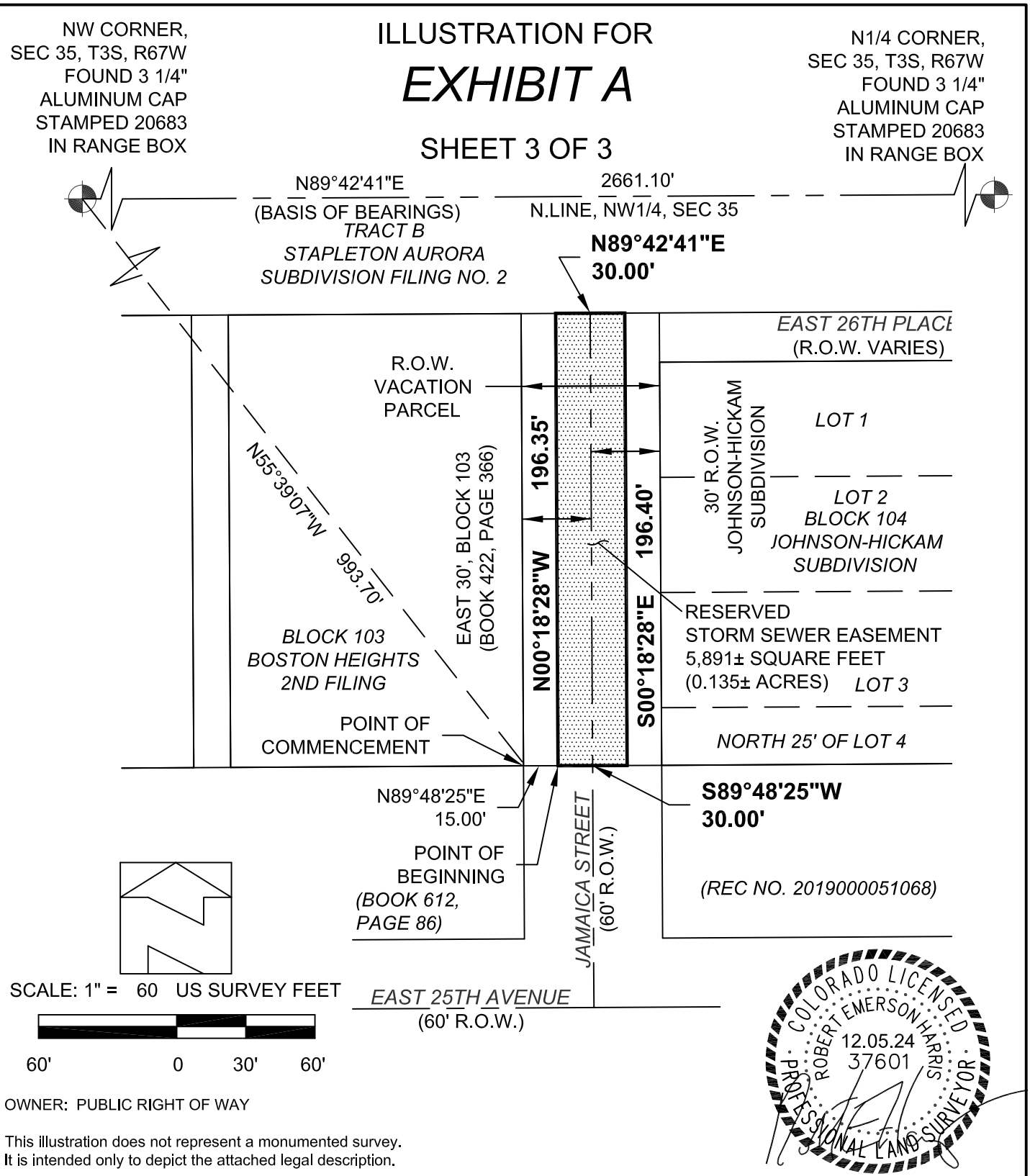
CITY OF AURORA, COLORADO

DRAWN BY:	SCALE:	R.O.W. FILE NUMBER
DRH	1" = 60'	
CHECKED BY:	DATE:	JOB NUMBER:
REH	12-05-2024	24132

A PARCEL OF LAND, TO BE VACATED, LYING IN THE NW 1/4 OF SECTION 35, T3S, R67W OF THE 6th P.M., CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO.

ILLUSTRATION FOR
EXHIBIT A

SHEET 3 OF 3



OWNER: PUBLIC RIGHT OF WAY

This illustration does not represent a monumented survey.
It is intended only to depict the attached legal description.

CITY OF AURORA, COLORADO		
DRAWN BY: DRH	SCALE: 1" = 60'	R.O.W. FILE NUMBER
CHECKED BY: REH	DATE: 12-05-2024	JOB NUMBER: 24132

A 30 FOOT WIDE STORM SEWER EASEMENT RESERVATION, LYING IN THE NW 1/4 OF SECTION 35, T3S, R67W OF THE 6th P.M., CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO.

CITY OF AURORA
Council Agenda Commentary

Item Title: Stanley 98 Street Vacation 4.0
Item Initiator: Ariana Muca, Planner II
Staff Source/Legal Source: Ariana Muca, Planner II; Lena McClelland, Assistant City Attorney
Outside Speaker: N/A
Council Goal: 2012: 5.2--Plan for the development and redevelopment of strategic areas, station areas and urban centers

COUNCIL MEETING DATES:

Study Session: N/A

Regular Meeting: 1/27/2025

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

Item requires a Public Hearing: ☐ Yes ☒ No

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

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

2025-16 FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, VACATING A PORTION OF THE PUBLIC RIGHT-OF-WAY FOR EAST 26TH PLACE, LOCATED BETWEEN EAST 25TH AVENUE AND EAST 25TH DRIVE, AND BETWEEN JAMAICA STREET AND JOLIET STREET
Ariana Muca, Planner II, Planning and Business Development / Lena McClelland, Assistant City Attorney

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

☐ Approve Item and Move Forward to Study Session

☐ Approve Item as Proposed at Study Session

☐ Approve Item and Move Forward to Regular Meeting

☒ Approve Item as Proposed at Regular Meeting

☐ Information Only

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

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: N/A

Policy Committee Date: N/A

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

☐ Recommends Approval ☐ Does Not Recommend Approval

☐ Forwarded Without Recommendation ☐ Minutes Not Available

☐ Minutes Attached

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

This request seeks to vacate a portion of the East 26th Place right-of-way. Street vacations do not require Planning Commission review and are solely the responsibility of the City Council.

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

The applicant, Housing Authority of The City of Aurora, proposes to vacate two segments of street right-of-way and two alley right-of-ways at the northeast corner of Ironton Street and East 25th Avenue. This street vacation is part of a broader plan to facilitate the development of an affordable multi-family housing project (see Exhibit D).



Jamaica Street and related alleys, north of East 25th Avenue, are currently unpaved, and Jamaica includes existing stormwater utilities. The existing street layout does not support the proposed site configuration for the Stanley 98 Affordable Multi-Family site plan application, and a new access configuration has been designed. Refer to the attached ordinance for legal descriptions and illustrations of the right-of-way to be vacated.

In addition to the street vacation, the applicant has proposed to replat eight undeveloped lots into a single, larger lot that will accommodate any remaining utilities in easements as needed. The replat will be administratively reviewed with the Stanley 98 Affordable Multi-Family application following the approval of the Stanley 98 Street Vacations.

The proposed right-of-way vacation meets the criteria outlined in Section 146-5.4.2.B.3.C of the Unified Development Ordinance (UDO). It does not restrict access to any parcels or reduce the quality of public services to adjacent properties. The vacation will facilitate a cohesive site design and enable the approved development.

Therefore, staff recommends the approval of the right-of-way vacation.

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 approve the ordinance?

LEGAL COMMENTS

The City Council shall review and act to approve or deny applications for the vacation of all or part of an improved public right-of-way that has been accepted by the City. (UDO §146-5.4.2.B.3.a and UDO §146-5.4.2.B.3.b.iii) The City Council may approve a public right-of-way vacation if it finds that the requested vacation will not (i) create any landlocked parcels; (ii) restrict access to any parcel so that access is unreasonable or economically prohibitive; (iii) vacate a public alley unless such vacation is consistent with the Comprehensive Plan and the resulting land complies with lot access and connectivity requirements per Section 146-4.5 (Access and Connectivity); (iv) reduce the quality of public services to any property; or (v) be inconsistent with any transportation plan adopted by the City. (UDO §146-5.4.2.B.3.c)(McClelland)

VAN METER
WILLIAMS
POLLACK LLP

August 13, 2024

Ariana Muca
City of Aurora
Planning and Development Services
15151 E. Alameda Parkway
Aurora, Colorado 80012

RE: Letter of Introduction – Stanley 98 Site Plan Submittal

Dear Ms. Muca:

The Stanley 98 apartment development is an affordable multifamily housing project being developed and owned by the Housing Authority of the City of Aurora. The development is located near the intersection of Joliet Street and East 25th Ave.

Background and Funding: Stanley 98 is an affordable housing development funded with competitive state and federal low income housing tax credits awarded by the Colorado Housing and Finance Authority (CHFA). The demand for tax credits is four times that of the supply. The number of units and amenity components promised in CHFA application cannot be altered after an award of tax credits. Stanley 98 includes the following components:

1. One building with 75 apartments, including 31 one-bedroom, 31 two-bedroom and 13 three-bedroom units.
2. Offices for on-site property management, family services programming, compliance and maintenance.
3. Resident amenities including a rooftop deck, computer lab, package storage, bike storage, and community meeting space.
4. Exterior amenities including seating, various playgrounds, picnic and barbeque area.
5. A pedestrian bridge to connect over the 25th Drive drainageway.

Given site constraints, in order to build the physical components promised, AHA and the City of Aurora must work intentionally to address any concerns on the site. Consolidation of parcels, the vacations of alleyways and portions of Jamaica Street and East 26th Place, and an aerial apparatus for fire safety have been taken into design consideration and coordinated with City staff through the pre-application process.

An award of tax credits comes with hard deadlines for completion, and coupled with tax credit investor contribution dates. Overall, our timeline is as follows:

~March 3, 2025 - Completion of Architectural Construction Design Plans
~May 30, 2025 - Finalize project construction cost (GC GMP)
~July 11, 2025 - Building Permit Approval and Close of tax credit partnership

~July 21, 2025 - Begin Construction
~November 13, 2026 - Construction Completion-TCO (15 mo.)/Placed in Service
~January 1, 2027 – Lease up/100% Qualified Occupancy

Physical Site: The existing lot, 2.71 acres (117,853 SF+/-) site, which is currently owned by the Housing Authority of the City of Aurora and is vacant. A total of 75 units will be provided in this proposed development, with a mix of 1-, 2-, and 3-bedroom units, for a total density of 27.7 units per acre. The site is zoned OA-MS and no change in zoning is proposed.

It is important to note that the Applicant, the Housing Authority of the City of Aurora (AHA), is an affordable housing provider whose ***mission is to develop and promote quality housing while supporting and encouraging economic opportunities leading to self-sufficiency and independence.*** The Housing Authority desires to maximize the density of the site and serve the largest number of households on the parcel. These households will pay a reasonable rent and have the chance to improve their own well-being as well as contribute to the City of Aurora's economy. Stanley 98 will provide 75 affordable rental apartments meeting a portion of the City's production goals. This goal states a need for 3,500 new units per year to keep up with projected new jobs as per the City of Aurora Housing Strategy 12/21/2020.

Because of the infill nature of the site, the project is unique and the design team is working with constraints. The proposed development will require parcel consolidations, and vacations of alleyways and portions of Jamaica Street and East 26th Place. The project borders an open space amenity to the north, and will provide a pedestrian bridge connection to the adjacent neighborhood on the north side of the development. The building location on the site plan will activate Jamaica Street as the building entrance, and will incorporate a private drive for an aerial apparatus road to the north. The building will also have prominent frontage onto the existing Joliet Street. Entry to the site will be enhanced through specialty paving on Jamaica Street, prioritizing residential safety. Parking will be located on the western half of the site with guest parking spaces located along the new private drive just north of the parking lot, as well as on Joliet Street where directly abutting the parcel. The building footprint allows for a privatized south-facing courtyard amenity to help buffer the existing residential properties along East 25th Avenue to the south, and maximizes views from residences onto the open space to the north.

A landscape buffer adjustment to the north has been requested and given by City staff understanding the need to prioritize housing, parking and amenity spaces on the site.

The proposed site plan has used the site plan criteria in Section 146-405(F) as a basis for the development.

1. The development is consistent with the comprehensive plan.
2. There is not adverse effect to the existing city infrastructure and public improvements. This portion of the site is vacant with the anticipation of a development being placed on this site.
3. The proposed multi-family affordable housing is a permitted use of the zoning. It is noted that the adjacent parcels are both residential and non-residential in use. In accordance with city plans, the building has been sited with both primary frontage on a primary street (Jamaica Street) as well as residential frontage toward the adjacent multifamily parcels to the east. The building height remains well below the allowable height.
4. The proposed development is situated on a relatively flat site with a slight slope. Drive lanes, sidewalks, and the building work with this sloping and integrate landscaping strategies to complement the grading.
5. Landscaping for this site took into consideration the Unified Development Ordinance to the maximum extent feasible. Please refer to the site plan and landscape plan for amenities provided.
6. Careful consideration for the day-to-day functions of the residents as well as maintenance and regular services has been incorporated to provide efficient design and movement through the building and site.

7. Nuisance impacts are carefully considered as well, with mechanical equipment located on the roof, wherever possible, and screened from view as required with the use of parapets. Patios were designed to be covered to shelter from weather and sun and provide relief in the articulation in the building facade. The building's orientation to Joliet provides an attractive residential street frontage.
8. Unified Development Ordinances were carefully considered and adopted to provide a product that enhances and complements the surrounding community while also utilizing the affordable housing features applicable to this development.
9. A clear pattern of circulation has been designed around the site. Vehicular movement and uses follow the existing neighborhood patterns established by the street patterns of Ironton, Jamaica, and Joliet Streets with a new connecting private drive on the north border of the site. Pedestrian circulation is adjacent to the building and opens into the courtyard amenity and public sidewalk connections. Bicycle parking is located inside the building and accessed directly from the courtyard amenity.
10. The ROW improvements to the sidewalk and landscaping are to be provided. No additional streets are planned as part of the development, but all internal drive lanes and parking areas are designed to meet City standards.
11. The Housing Authority of the City of Aurora has developed and maintained numerous properties throughout the City of Aurora and continues to maintain positive relationships with the City and their neighbors.

The following outlines the Housing Authority's multifamily goals for this development:

- Create a new community that evokes a sense of pride for the residents.
- To provide high quality, sustainable affordable housing without compromising design.
- To create a new community of 75 affordable units with active features including a peaceful courtyard, children's play features, and gathering areas for resident connection and contentment.
- To provide resident services and amenities enhancing confidence, community inclusion and personal enrichment.
- To create a safe community that heightens the existing neighborhood environment.

Below is a list of the property Ownership team and project design team:

Owner: Martin Petrov
Housing Authority of the City of Aurora
2280 S. Xanadu Way
Aurora, CO 80014
720-251-2094
mpetrov@aurorahousing.org

Civil Engineer: Connor Culligan
Craft Civil Design
23 Lincoln Street, Suite 200
Denver, CO 80203
650-888-4550
cculligan@craftcivil.com

Design Team:
Architect: Brett Jacques
Van Meter Williams Pollack LLP
1738 Wynkoop Street, Suite 203
Denver, CO 80202
303-298-1480
brett@vmwp.com

Landscape Architect: Bob Couri
Britina Design Group
1760 Gaylord Street, Suite 3M
Denver, CO 80206
303-423-5680
bob@britina.com

Regards,
Brett Jacques
Van Meter Williams Pollack



Planning and Business Development

15151 E. Alameda Parkway
Aurora CO 80012 USA
AuroraGov.org
303.739.7250
GIS@auroragov.org

Miles
0 0.015 0.03

City of Aurora, Colorado

Stanley 98 Street Vacation

Case Number: 2024-8004-00
Development Application: #2399-00

1/7/2025 I:\GIS\ArcGIS_Pro_Projects\Planning\Development Review\Data Services\VicinityMap_Pro\VicinityMap_Pro_Arial.aprx

EXHIBIT D

SHEET 1 OF 2

A PORTION OF THAT VARIED WIDTH RIGHT OF WAY, TO BE VACATED, DEDICATED BY THE PLAT OF JOHNSON-HICKAM SUBDIVISION AT RECEPTION NUMBER 480782, ALSO KNOWN AS EAST 26TH PLACE, SITUATED IN THE NORTHWEST 1/4 OF SECTION 35, TOWNSHIP 3 SOUTH, RANGE 67 WEST OF THE 6TH P.M., CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF BLOCK 9, SAID PLAT, FROM WHICH THE NORTH 1/4 CORNER OF SAID SECTION BEARS N73°50'18"E, A DISTANCE OF 1424.54 FEET, WHERE THE NORTH LINE OF SAID SECTION BEARS N89°42'41"E, A DISTANCE OF 2661.10 FEET PER THE CITY OF AURORA HORIZONTAL CONTROL MAP BOOK 03C, MONUMENTED BY A 3 1/4" ALUMINUM CAP STAMPED 20683 IN RANGE BOX ON THE EAST AND WEST, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO;

THENCE S89°40'24"W, A DISTANCE OF 270.16 FEET, ON THE NORTH LINE OF SAID BLOCK, TO THE NORTHWEST CORNER OF SAID BLOCK;
THENCE N00°18'28"W, A DISTANCE OF 21.42 FEET, ON THE EXTENSION OF THE WEST LINE OF SAID BLOCK, TO THE NORTH LINE OF SAID EAST 26TH PLACE RIGHT OF WAY;
THENCE N89°42'41"E, A DISTANCE OF 270.16 FEET, ON SAID NORTH RIGHT OF WAY LINE;
THENCE S00°18'28"E, A DISTANCE OF 21.24 FEET, TO THE POINT OF BEGINNING.

CONTAINING 5,763± SQUARE FEET (0.132± ACRES)

ALL LINEAL DISTANCES ARE REPRESENTED IN U.S. SURVEY FEET.

ROBERT E. HARRIS
COLORADO P.L.S. 37601
FOR & ON BEHALF OF
GILLIANS LAND CONSULTANTS

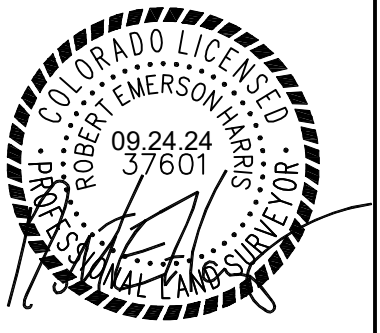
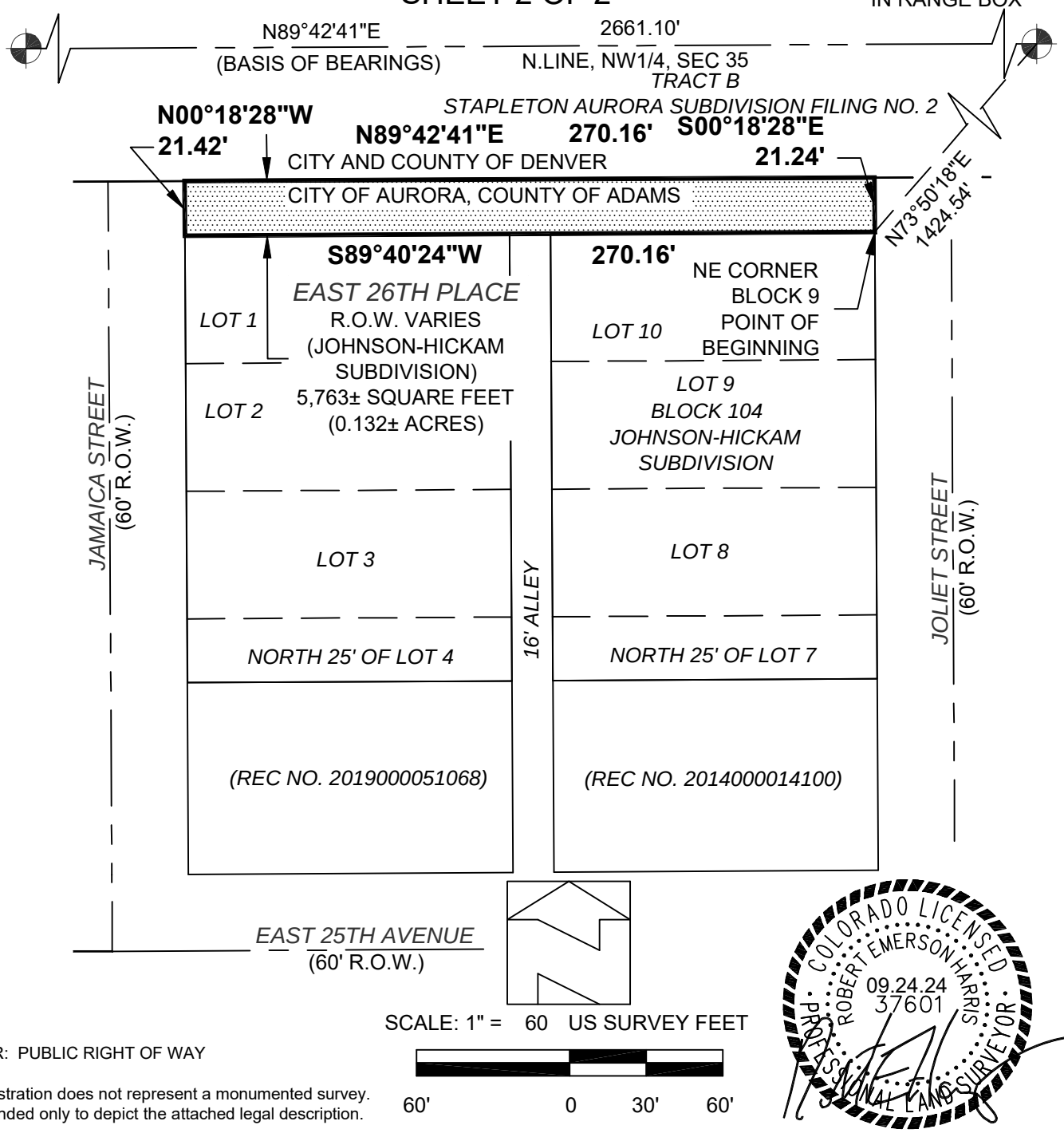


ILLUSTRATION FOR
EXHIBIT D

SHEET 2 OF 2



COLORADO LICENSED
ROBERT EMERSON HARRIS
09.24.24
37601
PROFESSIONAL LAND SURVEYOR

OWNER: PUBLIC RIGHT OF WAY

This illustration does not represent a monumented survey. It is intended only to depict the attached legal description.

CITY OF AURORA, COLORADO

DRAWN BY: DRH	1" = 60'	R.O.W. FILE NUMBER
CHECKED BY: REH	08-13-2024	JOB NUMBER: 24132

A PARCEL OF LAND , TO BE VACATED, LYING IN THE NW 1/4 OF SECTION 35, T3S, R67W OF THE 6th P.M., CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO.

STANLEY 98 SUBDIVISION FILING NO. 1

A RESUBDIVISION OF A PART OF BLOCK 104,
JOHNSON-HICKAM SUBDIVISION,
AND A PART OF BLOCK 103, BOSTON HEIGHTS 2ND FILING,
THE NORTHWEST 1/4 OF SECTION 35,
TOWNSHIP 3 SOUTH, RANGE 67 WEST OF THE 6TH P.M.,
CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO
SHEET 1 OF 3

LAND DESCRIPTION AND DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED WARRANT THEY ARE OWNER OF LOTS 1, 2, 3, 8, 9, 10 AND THE NORTH 25 FEET OF LOT 4 AND THE NORTH 25 FEET OF LOT 7, BLOCK 104, JOHNSON-HICKAM SUBDIVISION,
TOGETHER WITH
THAT PART OF BLOCK 103, BOSTON HEIGHTS, 2ND FILING, DESCRIBED AS FOLLOWS:
BEGINNING AT THE INTERSECTION OF THE NORTH LINE (OR SAID NORTH LINE EXTENDED) OF THE PARCEL DESCRIBED IN DEED RECORDED IN BOOK 612 AT PAGE 86 WITH THE WEST LINE OF THE EAST 30 FEET OF SAID BLOCK;

THENCE NORTH, ALONG THE WEST LINE OF THE EAST 30 FEET OF SAID BLOCK TO THE NORTH LINE OF THE SOUTH 301.6 FEET OF SAID BLOCK;
THENCE WEST, PARALLEL WITH THE SOUTH LINE OF SAID BLOCK, TO THE EAST LINE OF THE WEST 30 FEET OF SAID BLOCK;
THENCE SOUTH, ALONG THE EAST LINE OF THE WEST 30 FEET OF SAID BLOCK, TO THE NORTH LINE (OR SAID NORTH LINE EXTENDED) OF THE PARCEL DESCRIBED IN BOOK 972 AT PAGE 270;
THENCE EAST, ALONG THE NORTH LINE OF SAID PARCEL DESCRIBED IN BOOK 972 AT PAGE 270, TO THE WEST LINE OF A 16-FOOT STRIP THROUGH SAID BLOCK, THE CENTER LINE OF WHICH IS THE NORTH-SOUTH CENTER LINE OF SAID BLOCK;
THENCE EASTERLY TO THE NORTHWEST CORNER OF THE PARCEL DESCRIBED IN DEED RECORDED IN BOOK 612 AT PAGE 86;
THENCE EASTERLY, ALONG THE NORTH LINE OF SAID PARCEL DESCRIBED IN BOOK 612 AT PAGE 86, TO THE POINT OF BEGINNING;

EXCEPT THAT PART OF SAID PROPERTY LYING WITHIN A STRIP OF LAND 8 FEET ON EACH SIDE OF THE NORTH-SOUTH CENTER LINE OF SAID BLOCK; AND EXCEPT ANY PORTION OF SAID PROPERTY LYING WITHIN THE NORTH 318.4 FEET OF SAID BLOCK;
AND ALSO EXCEPTING THAT PARCEL CONVEYED TO THE CITY OF AURORA IN QUIT CLAIM DEED RECORDED JUNE 18, 1951 IN BOOK 422 AT PAGE 366, AND FURTHER EXCEPTING, THAT PARCEL CONVEYED IN SPECIAL WARRANTY DEED RECORDED DECEMBER 8, 1951 IN BOOK 432 AT PAGE 273, COUNTY OF ADAMS, STATE OF COLORADO,
TOGETHER WITH
THOSE VACATED RIGHTS OF WAY OF EAST 26TH PLACE IN RECEPTION NUMBER _____, AND JAMAICA STREET IN RECEPTION NUMBER _____, AND THAT 16 FOOT ALLEY IN SAID BLOCK 103 IN RECEPTION NUMBER _____, AND THAT 16 FOOT ALLEY IN SAID BLOCK 104 IN RECEPTION NUMBER _____, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF THE PARCEL DESCRIBED IN SAID BOOK 612, PAGE 86, AND THE WEST RIGHT OF WAY LINE OF JAMAICA STREET AS DESCRIBED IN SAID BOOK 422 AT PAGE 366, FROM WHICH THE NORTHWEST CORNER OF SAID NORTHWEST 1/4 BEARS N59°50'37"W, A DISTANCE OF 1114.45 FEET, WHERE THE NORTH LINE OF SAID SECTION BEARS N89°42'41"E, A DISTANCE OF 2661.10 FEET PER THE CITY OF AURORA HORIZONTAL CONTROL MAP BOOK 03C, MONUMENTED BY A 3 1/4" ALUMINUM CAP STAMPED 20683 IN RANGE BOX ON THE EAST AND WEST, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO;

THENCE S89°40'24"W, A DISTANCE OF 270.23 FEET, ON THE NORTH LINE OF SAID BOOK 612, PAGE 86, AND THE NORTH LINE OF SAID BOOK 972 AT PAGE 270, TO THE EAST RIGHT OF WAY LINE OF IRONTON STREET AS DESCRIBED IN SAID BOOK 422 AT PAGE 366;
THENCE N00°18'28"W, A DISTANCE OF 160.03 FEET, ON SAID EAST RIGHT OF WAY LINE;
THENCE ON A NON-TANGENT CURVE TO THE LEFT 37.71 FEET, WITH A RADIUS OF 437.50 FEET, A DELTA OF 4°56'18", AND A CHORD WHICH BEARS N14°21'06"E, A DISTANCE OF 37.70 FEET, TO THE SOUTH LINE OF THE NORTH 318.4 FEET OF SAID BLOCK 103;
THENCE N89°42'41"E, A DISTANCE OF 590.85 FEET, ON SAID SOUTH LINE, TO THE EXTENSION OF THE WEST RIGHT OF WAY LINE OF JOLIET STREET, AS DEDICATED BY SAID SUBDIVISION;
THENCE S00°18'28"E, A DISTANCE OF 196.24 FEET, ON SAID WEST RIGHT OF WAY LINE OF JOLIET STREET, TO THE SOUTH LINE OF THE NORTH 25 FEET OF SAID LOTS 4 AND 7;
THENCE S89°40'24"W, A DISTANCE OF 270.16 FEET, ON SAID SOUTH LINE OF THE NORTH 25 FEET OF SAID LOTS 4 AND 7, TO THE EAST RIGHT OF JAMAICA STREET AS DEDICATED BY SAID SUBDIVISION;
THENCE S89°48'25"W, A DISTANCE OF 60.00 FEET, TO THE POINT OF BEGINNING.

CONTAINING 117,714 SQUARE FEET OR 2.702 ACRES, MORE OR LESS; HAVE LAID OUT, PLATTED, AND SUBDIVIDED THE SAME INTO A LOT, AND A BLOCK AS SHOWN ON THIS PLAT UNDER THE NAME AND STYLE OF ***STANLEY 98 SUBDIVISION FILING NO. 1*** AND BY THESE PRESENTS DO HEREBY DEDICATE TO THE CITY OF AURORA, COLORADO, FOR THE PERPETUAL USE OF THE PUBLIC, THE STREETS, EASEMENTS, AS SHOWN HEREON AND NOT PREVIOUSLY DEDICATED TO THE PUBLIC.

OWNER:

UC SMP, LLC, A COLORADO LIMITED LIABILITY COMPANY

_____
SIGNATURE

_____ _____
PRINT NAME PRINT TITLE

NOTARIAL:

STATE OF COLORADO)
COUNTY OF ADAMS) SS

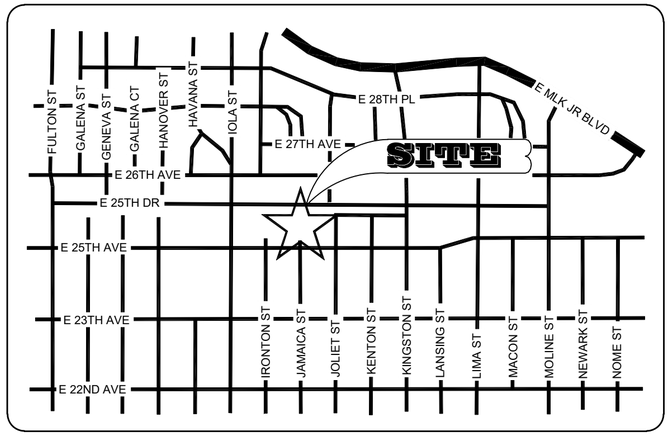
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS __DAY OF _____, 20__A.D.

BY:_____ AS _____ OF _____, AS PRESIDENT.

WITNESS MY HAND AND OFFICIAL SEAL:

_____
NOTARY PUBLIC

MY COMMISSION EXPIRES: _____



VICINITY MAP

SCALE: 1"=1,000'

CONTRACT PURCHASER:

HOUSING AUTHORITY OF THE CITY OF AURORA, COLORADO, A BODY CORPORATE AND POLITIC

_____
SIGNATURE

_____ _____
PRINT NAME PRINT TITLE

NOTARIAL:

STATE OF COLORADO)
COUNTY OF ADAMS) SS

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS __DAY OF _____, 20__A.D.

BY:_____ AS _____ OF _____, AS PRESIDENT.

WITNESS MY HAND AND OFFICIAL SEAL:

_____
NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY I WAS IN RESPONSIBLE CHARGE OF THE SURVEY WORK USED IN THE PREPARATION OF THIS PLAT; THE POSITIONS OF THE PLATTED POINTS SHOWN HEREON HAVE AN ACCURACY OF NOT LESS THAN ONE (1) FOOT IN TEN THOUSAND (10,000) FEET PRIOR TO ADJUSTMENTS; AND ALL BOUNDARY MONUMENTS AND CONTROL CORNERS SHOWN HEREON WERE IN PLACE AS DESCRIBED ON _____. I FURTHER CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS ACCURATE AND IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE TO MY KNOWLEDGE, INFORMATION, AND BELIEF. THIS CERTIFICATION IS NOT A GUARANTY OR WARRANTY, EITHER EXPRESSED OR IMPLIED.

ROBERT E. HARRIS
COLORADO P.L.S. 37601
FOR & ON BEHALF OF
GILLIANS LAND CONSULTANTS



CITY OF AURORA APPROVALS:

THE FOREGOING INSTRUMENT IS APPROVED FOR FILING AND CONVEYANCE OF STREETS, EASEMENTS AS SHOWN HEREON AND IS ACCEPTED BY THE CITY OF AURORA, COLORADO, THIS _____DAY OF_____,20 __A.D, SUBJECT TO THE CONDITION THAT THE CITY SHALL UNDERTAKE MAINTENANCE OF ANY SUCH STREETS ONLY AFTER CONSTRUCTION HAS BEEN COMPLETED BY THE SUBDIVIDER TO CITY OF AURORA SPECIFICATIONS

_____
CITY ENGINEER DATE

_____
PLANNING DIRECTOR DATE

MORTGAGE HOLDER

THE UNDERSIGNED, AS MORTGAGE HOLDERS ON PART OR ALL OF THE HEREON SHOWN REAL PROPERTY, DO HEREBY AGREE AND CONSENT TO THE PLATTING OF SAID PROPERTY AS SHOWN HEREON.

_____
ENTERPRISE COMMUNITY LOAN FUND, INC., A MARYLAND NONSTOCK, NONPROFIT CORPORATION, AS ADMINISTRATIVE AGENT FOR CERTAIN LENDERS, ITS SUCCESSORS AND/OR ASSIGNS

2	EASEMENT CHANGES	12-04-2024	DRH
1	CITY COMMENTS	11-18-2024	DRH
NO	REVISION RECORD	DATE	BY

GILLIANS LAND CONSULTANTS
P.O. BOX 375
BENNETT, CO 80102
303-972-6640
www.gilliansIc.com

JN: 24132
INITIAL SUBMITTAL DATE: 09/27/2024

STANLEY 98 SUBDIVISION FILING NO. 1

A RESUBDIVISION OF A PART OF BLOCK 104,
JOHNSON-HICKAM SUBDIVISION,
AND A PART OF BLOCK 103, BOSTON HEIGHTS 2ND FILING,
THE NORTHWEST 1/4 OF SECTION 35,
TOWNSHIP 3 SOUTH, RANGE 67 WEST OF THE 6TH P.M.,
CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO
SHEET 2 OF 3

NOTES

1. NOTICE: ACCORDING TO COLORADO LAW, YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT, MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF CERTIFICATION SHOWN HEREON.

2. THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY GILLIANS LAND CONSULTANTS TO DETERMINE OWNERSHIP OR EASEMENTS OF RECORD, RIGHT OF WAY, AND TITLE OF RECORD. GILLIANS LAND CONSULTANTS RELIED UPON LAND TITLE GUARANTEE COMPANY ORDER NUMBER: ABD70821440-5, COMMITMENT DATE 12/27/2023 AT 5:00 P.M. FOR THIS INFORMATION.

3. DISTANCES ON THIS SURVEY ARE EXPRESSED IN US SURVEY FEET AND DECIMALS THEREOF. A US SURVEY FOOT IS DEFINED AS EXACTLY 1200/3937 METERS.

4. RIGHT-OF-WAY FOR INGRESS AND EGRESS FOR SERVICE AND EMERGENCY VEHICLES IS GRANTED OVER, ACROSS, ON, AND THROUGH ANY AND ALL PRIVATE ROADS, WAYS, AND FIRE LANES NOW OR HEREAFTER ESTABLISHED ON THE DESCRIBED PROPERTY. THE SAME ARE HEREBY DESIGNATED AS FIRE LANES AND EMERGENCY AND SERVICE VEHICLE ROADS AND SHALL BE POSTED "NO PARKING- FIRE LANE".

5. THE EASEMENT AREA WITHIN EACH LOT OR TRACT IS TO BE CONTINUOUSLY MAINTAINED BY THE OWNER OF THE LOT OR TRACT EXCEPTING THE CITY OF AURORA FROM SUCH RESPONSIBILITY. ANY STRUCTURES INCONSISTENT WITH THE USE GRANTED IN THE EASEMENT ARE PROHIBITED.

COVENANTS:

THE UNDERSIGNED OWNER(S), FOR THEMSELVES, THEIR HEIRS, SUCCESSORS AND ASSIGNS (COLLECTIVELY HEREAFTER "OWNER"), COVENANT AND AGREE WITH THE CITY OF AURORA ("CITY");

ALL ELECTRICAL, COMMUNITY UTILITY LINES AND SERVICES, AND STREET LIGHTING CIRCUITS, EXCEPT AS PROVIDED IN SECTION 126-505 OF THE CITY CODE AS THE SAME MAY BE AMENDED FROM TIME TO TIME, SHALL BE INSTALLED UNDERGROUND;

ALL CROSSINGS OR ENCROACHMENTS, INCLUDING BUT NOT LIMITED, TO PRIVATE LANDSCAPE IRRIGATION SYSTEMS, UNDERDRAINS, OR PRIVATE UTILITIES INTO EASEMENTS OWNED BY THE CITY OF AURORA ARE ACKNOWLEDGED BY THE UNDERSIGNED AS BEING SUBJECT TO THE CITY OF AURORA'S USE AND OCCUPANCY OF SAID EASEMENTS AND RIGHTS-OF-WAY. THE UNDERSIGNED, THEIR SUCCESSORS AND ASSIGNS, HEREBY AGREE TO INDEMNIFY AND HOLD HARMLESS THE CITY OF AURORA FOR ANY LOSS, DAMAGE, OR REPAIR TO PRIVATE LANDSCAPE IRRIGATION SYSTEMS, UNDERDRAINS, OR PRIVATE UTILITIES THAT MAY RESULT FROM THE CITY OF AURORA'S USE AND OCCUPANCY OR EXERCISE OF ITS RIGHTS IN SAID EASEMENTS AND RIGHTS OF WAY. THE UNDERSIGNED, ITS SUCCESSORS AND ASSIGNS, FURTHER AGREES TO REMOVE, REPAIR, REPLACE, RELOCATE, MODIFY, OR OTHERWISE ADJUST SAID PRIVATE LANDSCAPE IRRIGATION SYSTEMS, UNDERDRAINS, PRIVATE DETENTION POND AND DRAINAGE FEATURES, OR PRIVATE UTILITIES UPON REQUEST FROM THE CITY OF AURORA AND AT NO EXPENSE TO THE CITY OF AURORA.

THE AREA(S) LABELED "DRAINAGE EASEMENT" ("DRAINAGE EASEMENT AREA") HEREON DEPICT EASEMENT(S) HEREBY DEDICATED BY THE OWNER TO THE CITY AS SET FORTH HEREIN. OWNER GRANTS THE RIGHT, PRIVILEGE AND AUTHORITY, BUT NOT THE OBLIGATION, TO THE CITY TO SURVEY, CONSTRUCT, RECONSTRUCT, OPERATE, MAINTAIN, REMOVE, REPLACE, UPGRADE AND USE: STORM DRAINAGE FACILITIES, INCLUDING BUT NOT LIMITED TO FENCES, GATES, SIGNS, WALLS, CHANNELS, DROP STRUCTURES, TRICKLE CHANNELS, OUTLET STRUCTURES, FOREBAY, WEIR SECTIONS, INCLUDING ALL FIXTURES, DEVICES, STRUCTURES, GRADING, AND ANY AND ALL OTHER APPURTENANCES THERETO WHATSOEVER NECESSARY OR USEFUL IN THE OPERATION OF A DRAINAGE AREA AND ALL OTHER ITEMS LOCATED BELOW GRADE LEVEL, AT GRADE LEVEL AND ABOVE GRADE LEVEL WITHIN THE DRAINAGE EASEMENT AREA (COLLECTIVELY AND INDIVIDUALLY HEREINAFTER REFERRED TO AS "DRAINAGE FACILITIES"), TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OVER, ACROSS, ON AND THROUGH SAID DRAINAGE EASEMENT AREA, AND THE RIGHT TO REMOVE OBJECTS OR STRUCTURES THEREFROM THAT INTERFERE OR ENDANGER ANY DRAINAGE FACILITIES AS DETERMINED BY THE CITY IN ITS SOLE DISCRETION AND WITHOUT LIABILITY OR EXPENSE TO THE CITY. THE DRAINAGE EASEMENT TOGETHER WITH ANY AND ALL DRAINAGE FACILITIES LOCATED WITHIN THE DRAINAGE EASEMENT AREA ARE TO BE CONSTRUCTED AND CONTINUOUSLY MAINTAINED BY THE OWNER OF THE APPLICABLE PORTION OF THE DRAINAGE EASEMENT AREA AND AT NO COST TO THE CITY. SUCH OWNER HAS RESPONSIBILITY AND LIABILITY FOR THE APPLICABLE DRAINAGE EASEMENT AREA, DRAINAGE FACILITIES, AND THEIR MAINTENANCE. THE CITY, IN CITY'S SOLE DISCRETION AND WITHOUT ASSUMING RESPONSIBILITY OR LIABILITY FOR THE DRAINAGE EASEMENT AREA, DRAINAGE FACILITIES OR THEIR MAINTENANCE, MAY ENTER THE DRAINAGE EASEMENT AREA FOR THE PURPOSES SET FORTH HEREIN AND FOR CLEANING, MAINTAINING, REPAIRING, CONSTRUCTING, OR IMPROVING THE DRAINAGE EASEMENT AREA OR DRAINAGE FACILITIES AT THE EXPENSE OF THE APPLICABLE OWNER, FOLLOWING SUCH OWNER'S FAILURE TO REASONABLY CURE ANY DEFAULT UPON RECEIPT OF WRITTEN NOTICE OF THE SAME. SUCH OWNER SHALL PROMPTLY REIMBURSE THE CITY, UPON REQUEST, FOR ANY EXPENSE RELATED THERETO (INCLUDING, BUT NOT LIMITED TO REMOVAL, REMEDIATION, COURT, COLLECTION AND ATTORNEYS' FEES AND COSTS). FAILURE TO REIMBURSE THE CITY MAY RESULT IN THE CITY RECORDING A MECHANIC AND MATERIAL MEN'S LIEN AGAINST THE APPLICABLE PORTION OF THE DRAINAGE EASEMENT AREA IN THE RECORDS OF THE COUNTY CLERK AND RECORDER'S OFFICE WHERE THE DRAINAGE EASEMENT AREA IS LOCATED.

THE AREA(S) LABELED "FIRE LANE EASEMENT" ("FIRE LANE EASEMENT AREA") HEREON DEPICT EASEMENT(S) HEREBY DEDICATED BY THE OWNER TO THE CITY AS SET FORTH HEREIN. OWNER GRANTS THE RIGHT, PRIVILEGE AND AUTHORITY, BUT NOT THE OBLIGATION, TO THE CITY TO SURVEY, CONSTRUCT, RECONSTRUCT, OPERATE, MAINTAIN, REMOVE, REPLACE, UPGRADE AND USE: FACILITIES, AND ALL FIXTURES, DEVICES AND STRUCTURES WHATSOEVER NECESSARY OR USEFUL IN THE OPERATION OF A FIRE LANE OVER, ACROSS, ON AND THROUGH THE AREAS DEPICTED HEREON AS FIRE LANE EASEMENT; TOGETHER WITH THE RIGHT-OF-WAY FOR INGRESS AND EGRESS OF EMERGENCY AND SERVICE VEHICLES OVER, ACROSS, ON AND THROUGH THE AREAS DEPICTED HEREON AS FIRE LANE EASEMENTS, WHICH SAID LANES TO BE DEDICATED AND DESIGNATED AS FIRE LANE EASEMENTS AND EMERGENCY AND SERVICE VEHICLE ROADS; FIRE LANE EASEMENTS SHALL BE CONSTRUCTED AND MAINTAINED BY EACH OWNER OF THE APPLICABLE PORTION OF THE FIRE LANE EASEMENT AREA AT NO COST TO THE CITY IN ACCORDANCE WITH CURRENT CITY STANDARDS FOR FIRE LANE EASEMENTS AND SHALL BE POSTED BY SUCH OWNER WITH SIGNS STATING "NO PARKING - FIRE LANE" IN ACCORDANCE WITH THE CITY CODE OF AURORA, COLORADO (COLLECTIVELY AND INDIVIDUALLY HEREINAFTER REFERRED TO AS "FIRE LANE FACILITIES"). OWNER ALSO GRANTS THE CITY THE RIGHT OF INGRESS AND EGRESS OVER, ACROSS, ON AND THROUGH SAID FIRE LANE EASEMENT AREA, AND THE RIGHT TO REMOVE OBJECTS OR STRUCTURES THEREFROM THAT INTERFERE OR ENDANGER ANY FIRE LANE FACILITIES AS DETERMINED BY THE CITY IN ITS SOLE DISCRETION AND WITHOUT LIABILITY OR EXPENSE TO THE CITY. OWNER HAS RESPONSIBILITY AND LEGAL LIABILITY FOR THE FIRE LANE EASEMENT AREA, CONSTRUCTION OF FIRE LANE FACILITIES AND CONTINUOUS MAINTENANCE OF THE FIRE LANE EASEMENT AREA, FIRE LANE FACILITIES, AND ALL OTHER ITEMS LOCATED BELOW GRADE LEVEL, AT GRADE LEVEL AND ABOVE GRADE LEVEL WITHIN THE FIRE LANE EASEMENT AREA; ALL AT NO COST TO THE CITY. THE CITY, IN CITY'S SOLE DISCRETION AND WITHOUT ASSUMING RESPONSIBILITY OR LEGAL LIABILITY FOR THE FIRE LANE EASEMENT AREA, FIRE LANE FACILITIES OR THEIR MAINTENANCE, MAY ENTER THE FIRE LANE EASEMENT AREA FOR THE PURPOSES SET FORTH HEREIN AND FOR CLEANING, MAINTAINING, REPAIRING, CONSTRUCTING OR IMPROVING THE EASEMENT OR FIRE LANE FACILITIES AT THE EXPENSE OF THE APPLICABLE OWNER, FOLLOWING SUCH OWNER'S FAILURE TO REASONABLY CURE ANY DEFAULT UPON RECEIPT OF WRITTEN NOTICE OF THE SAME. SUCH OWNER SHALL PROMPTLY REIMBURSE THE CITY FOR ANY EXPENSE RELATED THERETO (INCLUDING, BUT NOT LIMITED TO REMOVAL, REMEDIATION, COURT, COLLECTION AND ATTORNEYS' FEES AND COSTS). FAILURE TO REIMBURSE THE CITY MAY RESULT IN THE CITY RECORDING A MECHANIC AND MATERIAL MEN'S LIEN AGAINST THE APPLICABLE PORTION OF THE FIRE LANE EASEMENT AREA IN THE RECORDS OF THE COUNTY CLERK AND RECORDER'S OFFICE WHERE THE FIRE LAND EASEMENT AREA IS LOCATED.

THE AREA(S) LABELED AS "WATER EASEMENT" HEREON DEPICT EASEMENT(S) DEDICATED BY THE OWNER TO THE CITY FOR USE BY THE CITY, BUT NOT BY THIRD PARTY PUBLIC UTILITIES, TO SURVEY, INSTALL, CONSTRUCT, RECONSTRUCT, RELOCATE, REPLACE, MAINTAIN, ENLARGE, UPGRADE, REPAIR, USE, OPERATE, PATROL, CONTROL, IMPROVE, TEST, INSPECT OR REMOVE AT ANY TIME AND FROM TIME TO TIME AS MAY BE NECESSARY AND USEFUL TO, OR REQUIRED BY CITY, ANY AND ALL IMPROVEMENTS, FACILITIES AND APPURTENANCES TO WATER LINES, WATER MAINS, METERS, FIRE HYDRANTS CONDUITS, VAULTS, METERS, VALVES, MANHOLES, VENT PIPES, UTILITY LOCATION MARKERS OR ANY OTHER WATER UTILITY STRUCTURES INCLUDING, BUT NOT LIMITED TO, ANY AND ALL NECESSARY CABLES, WIRES AND ALL IMPROVEMENTS AND APPURTENANCES THERETO, AND ALL FACILITIES, AND FIXTURES, DEVICES AND STRUCTURES AND APPURTENANCES WHATSOEVER NECESSARY OR USEFUL IN THE OPERATION OF ANY OF THEM AND TO MAKE ANY NEEDED CUTS AND FILLS IN THE EARTH IN, ON, UNDER, THROUGH, OVER AND ACROSS THE AREAS LABELED AS "WATER EASEMENT" FOR AND BEING FURTHER SUBJECT TO THOSE TERMS AND CONDITIONS SET FORTH IN THE DOCUMENT ENTITLED "GENERAL EASEMENT TERMS AND CONDITIONS" RECORDED ON DATE IN THE RECORDS OF THE ADAMS, ARAPAHOE, DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE AT RECEPTION NOS. (ADAMS COUNTY) 2024000018661, (ARAPAHOE COUNTY) E4021602, (DOUGLAS COUNTY) 2024013875, RESPECTIVELY.

THE AREA(S) LABELED AS "SANITARY SEWER EASEMENT" HEREON DEPICT EASEMENT(S) HEREBY DEDICATED BY THE OWNER TO THE CITY FOR USE BY THE CITY, BUT NOT BY THIRD PARTY PUBLIC UTILITIES, TO SURVEY, INSTALL, CONSTRUCT, RECONSTRUCT, RELOCATE, REPLACE, MAINTAIN, ENLARGE, UPGRADE, REPAIR, USE, OPERATE, PATROL, CONTROL, IMPROVE, TEST, INSPECT OR REMOVE AT ANY TIME AND FROM TIME TO TIME AS MAY BE NECESSARY AND USEFUL TO, OR REQUIRED BY CITY, ANY AND ALL IMPROVEMENTS, FACILITIES AND APPURTENANCES TO SANITARY SEWER COLLECTION MAINS AND TRANSMISSION MAINS, LINES AND ALL FACILITIES, FIXTURES, DEVICES AND STRUCTURES AND APPURTENANCES WHATSOEVER NECESSARY OR USEFUL IN THE OPERATION OF ANY OF THEM AND BEING FURTHER SUBJECT TO THOSE TERMS AND CONDITIONS SET FORTH IN THE DOCUMENT ENTITLED "GENERAL EASEMENT TERMS AND CONDITIONS" RECORDED ON DATE IN THE RECORDS OF THE ADAMS/ARAPAHOE/DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE AT RECEPTION NOS. (ADAMS COUNTY) 2024000018661, (ARAPAHOE COUNTY) E4021602, (DOUGLAS COUNTY) 2024013875, RESPECTIVELY.

THE AREA(S) LABELED AS "STORM SEWER EASEMENT" HEREON DEPICT EASEMENT(S) HEREBY DEDICATED BY THE OWNER TO THE CITY FOR USE BY THE CITY, BUT NOT BY THIRD PARTY PUBLIC UTILITIES, TO SURVEY, INSTALL, CONSTRUCT, RECONSTRUCT, RELOCATE, REPLACE, MAINTAIN, ENLARGE, UPGRADE, REPAIR, USE, OPERATE, PATROL, CONTROL, IMPROVE, TEST, INSPECT OR REMOVE AT ANY TIME AND FROM TIME TO TIME AS MAY BE NECESSARY AND USEFUL TO, OR REQUIRED BY CITY, ANY AND ALL IMPROVEMENTS, FACILITIES AND APPURTENANCES TO STORM COLLECTION MAINS AND TRANSMISSION MAINS, LINES, DRAINS, AND IRRIGATION LINES AND ALL FACILITIES, FIXTURES, DEVICES, APPURTENANCES AND STRUCTURES WHATSOEVER NECESSARY OR USEFUL IN THE OPERATION OF ANY OF THEM AND BEING FURTHER SUBJECT TO THOSE TERMS AND CONDITIONS SET FORTH IN THE DOCUMENT ENTITLED "GENERAL EASEMENT TERMS AND CONDITIONS" RECORDED ON DATE IN THE RECORDS OF THE ADAMS/ARAPAHOE/DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE AT RECEPTION NOS. (ADAMS COUNTY) 2024000018661, (ARAPAHOE COUNTY) E4021602, (DOUGLAS COUNTY) 2024013875, RESPECTIVELY.

THE AREA(S) LABELED AS "UTILITY EASEMENT" HEREON DEPICT EASEMENT(S) HEREBY DEDICATED BY THE OWNER TO THE CITY FOR USE BY PUBLIC UTILITY COMPANIES AUTHORIZED IN WRITING BY THE CITY FOR PROVISION OF SERVICES REQUIRED OR ORDINARILY PERFORMED WITHIN THE UTILITY EASEMENT BY THIRD PARTY PUBLIC UTILITY PROVIDERS OF ELECTRIC, TELEVISION, CABLE, TELECOMMUNICATION FACILITIES, AND OTHER PUBLIC UTILITIES TO SURVEY, INSTALL, CONSTRUCT, RECONSTRUCT, RELOCATE, REPLACE, MAINTAIN, ENLARGE, UPGRADE, REPAIR, USE, OPERATE, PATROL, CONTROL, IMPROVE, TEST, INSPECT OR REMOVE AT ANY TIME AND FROM TIME TO TIME AS MAY BE USEFUL TO, OR REQUIRED BY CITY, ANY AND ALL PIPES, CASINGS, WIRES, CONDUIT, CULVERTS, VALVES, VENTILATORS, MANHOLES, EQUIPMENT, OR MATERIAL AND ANY OTHER APPURTENANCES NECESSARY , AND TO MAKE ANY CUTS AND FILLS IN THE EARTH NEEDED ONLY IN, ON, UNDER, THROUGH, OVER AND ACROSS THE "UTILITY EASEMENT" FOR ONE OR MORE PUBLIC UTILITY IMPROVEMENTS INCLUDING ALL THINGS DEEMED BY THE CITY, IN ITS SOLE DISCRETION, TO BE NECESSARY OR CONVENIENT FOR THE OPERATION OF SUCH PUBLIC UTILITY. THE AUTHORIZED PUBLIC UTILITY SHALL MAINTAIN SAID IMPROVEMENTS INSTALLED BY THE PUBLIC UTILITY WITHIN, ACROSS, UNDER OR UPON THE UTILITY EASEMENT. HOWEVER, THE CITY SHALL HAVE THE PERPETUAL RIGHT, BUT NOT OBLIGATION, TO CUT, TRIM, CONTROL AND REMOVE TREES, BRUSH, AND OTHER OBSTRUCTIONS WHICH INJURE OR INTERFERE WITH THE CITY'S OR AUTHORIZED PUBLIC UTILITY'S IMPROVEMENTS, USE, OCCUPATION OR ENJOYMENT OF THE UTILITY EASEMENT, OR THEIR RIGHTS IN THE UTILITY EASEMENT, WITHOUT LIABILITY TO THE CITY FOR DAMAGES ARISING THEREFROM.

GILLIANS LAND CONSULTANTS
P.O. BOX 375
BENNETT, CO 80102
303-972-6640
www.gilliganslc.com
JN: 24132
INITIAL SUBMITTAL DATE: 09/27/2024

STANLEY 98 SUBDIVISION FILING NO. 1

A RESUBDIVISION OF A PART OF BLOCK 104,
JOHNSON-HICKAM SUBDIVISION,
AND A PART OF BLOCK 103, BOSTON HEIGHTS 2ND FILING,
THE NORTHWEST 1/4 OF SECTION 35,
TOWNSHIP 3 SOUTH, RANGE 67 WEST OF THE 6TH P.M.,
CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO
SHEET 3 OF 3

LINE TABLE		
LINE	BEARING	LENGTH
L1	S00°17'19"E	16.43'
L2	S00°18'28"E	15.86'
L3	S85°55'10"W	8.59'
L4	S89°41'32"W	10.07'
L5	N85°55'10"E	8.21'
L6	N00°18'28"W	13.87'
L7	N00°18'28"W	13.06'
L8	N85°55'10"E	8.26'
L9	N85°55'10"E	8.87'
L12	S00°18'28"E	18.77'
L13	S00°18'28"E	8.37'
L14	S63°11'34"W	10.00'
L15	S89°41'32"W	10.47'
L16	N89°41'32"E	14.58'
L17	S00°18'28"E	10.00'
L18	S89°41'32"W	14.58'
L19	N00°18'28"W	10.00'
L20	N89°41'32"E	23.16'
L21	S00°18'28"E	10.00'
L22	S89°41'32"W	23.16'
L23	N00°18'28"W	10.00'

SCALE: 1" = 40 US SURVEY FEET

40' 0 20' 40'

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CH BEARING	CH LENGTH
C1	6.58'	100.00'	3°46'22"	S87°48'21"W	6.58'
C2	40.84'	26.00'	90°00'00"	S44°41'32"W	36.77'
C3	3.12'	26.00'	6°52'16"	S86°15'24"W	3.12'
C4	24.13'	26.00'	53°10'20"	S56°14'06"W	23.27'
C5	13.59'	26.00'	29°57'25"	S14°40'14"W	13.44'
C6	45.55'	29.00'	90°00'00"	N45°18'28"W	41.01'
C7	5.93'	90.00'	3°46'22"	S87°48'21"W	5.93'

LEGEND

- SET #5 REBAR (18") WITH 1.25" GREEN PLASTIC CAP STAMPED "*PLS 37601*"
- FOUND SECTION CORNER MONUMENT AS NOTED
- FOUND #5 REBAR & YELLOW CAP STAMPED 38226
- FOUND MONUMENT AS NOTED
- SUBJECT PROPERTY BOUNDARY
- DRAINAGE EASEMENT
- FIRE LANE EASEMENT
- UTILITY EASEMENT
- WATER EASEMENT

NW CORNER,
SEC 35, T3S, R67W
FOUND 3 1/4" ALUMINUM CAP
STAMPED URS CORP 20683 2006
IN RANGE BOX

(BASIS OF BEARINGS)
N89°42'41"E 2661.10'
N.LINE, NW 1/4, SEC 35

N1/4 CORNER,
SEC 35, T3S, R67W
FOUND 3 1/4" ALUMINUM CAP
STAMPED URS CORP 20683 2011
IN RANGE BOX

N74°39'48"E
1418.89'

TRACT B
STAPLETON AURORA
SUBDIVISION FILING NO. 2
OWNER: PARK CREEK
METROPOLITAN DISTRICT

PART OF BLOCK 103,
BOSTON HEIGHTS, 2ND FILING
(BOOK 432, PAGE 273)

9.54'

30.00'

L=37.71'
R=437.50'
Δ=4°56'18"
Ch B=N14°21'06"E
Ch L=37.70'

L=20.74'
3.04'
49.73'

FOUND #5 REBAR
& YELLOW CAP
STAMPED 38226
0.5' SOUTH OF PL

N89°41'32"E
N89°41'32"E
N89°41'32"E

DRAINAGE EASEMENT

N89°42'41"E 590.85'

257.06'
260.96'
271.03'
266.99'
256.23'

18.63' L1 L4 L3 L2 30.00' L6 30.07' L5 C1 L8 30.07' L9 C7

23' FIRE LANE, ACCESS,
AND WATER EASEMENT

DRAINAGE EASEMENT
147.95'
133.18'
N89°41'32"E
L7

30' STORM SEWER EASEMENT
RESERVED BY SEPARATE DOCUMENT
N89°41'32"E 270.39'
S89°41'32"W 266.39'
259.16'

10' UTILITY EASEMENT

13.02'

EAST 26TH PLACE
(R.O.W. VARIES)

30.00'

C2 C4 L13 C3 L15 L14 C5

WATER EASEMENT

26' FIRE LANE, ACCESS,
AND WATER EASEMENT

196.24'

C6

52.98'

30' FIRE LANE, ACCESS,
AND WATER EASEMENT

66.72'
196.35'
196.40'

L16 L19 L17 L18

WATER EASEMENT

WATER EASEMENT

L22 L21 L23 L20

N00°18'28"W

S00°18'28"E
57.28'

LOT 1
BLOCK 1
117,714± SQUARE FEET
(2.702± ACRES)

S00°18'28"E

JOLIET STREET
(60' R.O.W.)
(REC NO. 480782)

BLOCK 105
JOHNSON-HICKAM
SUBDIVISION

GARDINEER
SUBDIVISION

N00°18'28"W 160.03'

137.23'

DRAINAGE EASEMENT

123.52'

N00°18'28"W

N59°50'37"W
1114.45'

10' UTILITY EASEMENT

N74°16'39"E
51.59'

19.76'

IRONTON STREET
(60' R.O.W.)
(BOOK 422, PAGE 366)

51.20'

5' UTILITY EASEMENT

15.00' 30.00' 15.00'

4' UTILITY EASEMENT

FOUND
#3 REBAR

S89°40'24"W

270.23'

POINT OF BEGINNING

S89°48'25"W
60.00'

30.00' 30.00'

S89°40'24"W
SOUTH 25' LOT 4

BLOCK 104
JOHNSON-HICKAM
SUBDIVISION

270.16'
SOUTH 25' LOT 7

PART OF BLOCK 103,
BOSTON HEIGHTS, 2ND FILING
(BOOK 972, PAGE 270)

16' ALLEY
(BOOK 422, PAGE 366)

PART OF BLOCK 103,
BOSTON HEIGHTS, 2ND FILING
(BOOK 612, PAGE 86)

(BOOK 422, PAGE 366)
JAMAICA STREET
(60' R.O.W.)
(REC NO. 480782)

LOT 5

16' ALLEY
(REC NO. 480782)

LOT 6

30.00'

EAST 25TH AVENUE
(60' R.O.W.)

BLOCK 130
RESUBDIVISION OF BLOCKS 130-131
BOSTON HEIGHTS
SECOND FILING

RESUBDIVISION OF BLOCK 129
BOSTON HEIGHTS
SECOND FILING

GILLIANS LAND CONSULTANTS
P.O. BOX 375
BENNETT, CO 80102
303-972-6640
www.gilliansIc.com
JN: 24132
INITIAL SUBMITTAL DATE: 09/27/2024

ORDINANCE NO. 2025- ____

A BILL

FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, VACATING A PORTION OF THE PUBLIC RIGHT-OF-WAY FOR EAST 26TH PLACE, LOCATED BETWEEN EAST 25TH AVENUE AND EAST 25TH DRIVE, AND BETWEEN JAMAICA STREET AND JOLIET STREET

WHEREAS, the applicant, the Aurora Housing Authority, requests to vacate a segment of a portion of the public right-of-way for East 26th Place, located between E 25th Avenue and E 25th Drive, between Jamaica Street and Joliet Street; and

WHEREAS, the street vacation is needed to facilitate the development of an affordable multi-family housing project; and

WHEREAS, Section 146-5.4.2.B.3.C of the Uniform Development Ordinance authorizes City Council to approve a public right-of-way vacation; and

WHEREAS, the City Council finds that the requested vacation will not: (i) create any landlocked parcels, (ii) restrict access to any parcel so that access is unreasonable or economically prohibitive; (iii) vacate a public alley unless such vacation is consistent with the Comprehensive Plan and the resulting land complies with lot access and connectivity requirements per Section 146-4.5 (Access and Connectivity); (iv) reduce the quality of public services to any property, and (v) be inconsistent with any transportation plan adopted by the City.

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

Section 1. The public right-of-way for a portion of public right-of-way for East 26th Place, located between E 25th Avenue and E 25th Drive, between Jamaica Street and Joliet Street, in the City of Aurora, County of Adams, State of Colorado, more particularly described in Exhibit A, is hereby vacated.

Section 2. All acts, orders, resolutions, ordinances, or parts thereof, in conflict with this ordinance are hereby repealed to the extent of such conflict.

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.

INTRODUCED, READ AND ORDERED PUBLISHED this _____ day of _____, 2025.

PASSED AND ORDERED PUBLISHED this _____ day of _____, 2025.

_____
MIKE COFFMAN, Mayor

ATTEST:

_____
KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM BY CITY ATTORNEY PETE SCHULTE:

BY: Lena McClelland RLA
LENA MCCLELLAND, Assistant City Attorney

EXHIBIT A

SHEET 1 OF 2

A PORTION OF THAT VARIED WIDTH RIGHT OF WAY, TO BE VACATED, DEDICATED BY THE PLAT OF JOHNSON-HICKAM SUBDIVISION AT RECEPTION NUMBER 480782, ALSO KNOWN AS EAST 26TH PLACE, SITUATED IN THE NORTHWEST 1/4 OF SECTION 35, TOWNSHIP 3 SOUTH, RANGE 67 WEST OF THE 6TH P.M., CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF BLOCK 9, SAID PLAT, FROM WHICH THE NORTH 1/4 CORNER OF SAID SECTION BEARS N73°50'18"E, A DISTANCE OF 1424.54 FEET, WHERE THE NORTH LINE OF SAID SECTION BEARS N89°42'41"E, A DISTANCE OF 2661.10 FEET PER THE CITY OF AURORA HORIZONTAL CONTROL MAP BOOK 03C, MONUMENTED BY A 3 1/4" ALUMINUM CAP STAMPED 20683 IN RANGE BOX ON THE EAST AND WEST, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO;

THENCE S89°40'24"W, A DISTANCE OF 270.16 FEET, ON THE NORTH LINE OF SAID BLOCK, TO THE NORTHWEST CORNER OF SAID BLOCK;
THENCE N00°18'28"W, A DISTANCE OF 21.42 FEET, ON THE EXTENSION OF THE WEST LINE OF SAID BLOCK, TO THE NORTH LINE OF SAID EAST 26TH PLACE RIGHT OF WAY;
THENCE N89°42'41"E, A DISTANCE OF 270.16 FEET, ON SAID NORTH RIGHT OF WAY LINE;
THENCE S00°18'28"E, A DISTANCE OF 21.24 FEET, TO THE POINT OF BEGINNING.

CONTAINING 5,763± SQUARE FEET (0.132± ACRES)

ALL LINEAL DISTANCES ARE REPRESENTED IN U.S. SURVEY FEET.

ROBERT E. HARRIS
COLORADO P.L.S. 37601
FOR & ON BEHALF OF
GILLIANS LAND CONSULTANTS

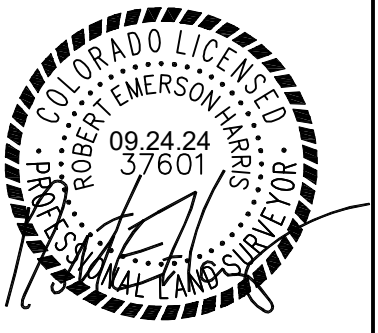
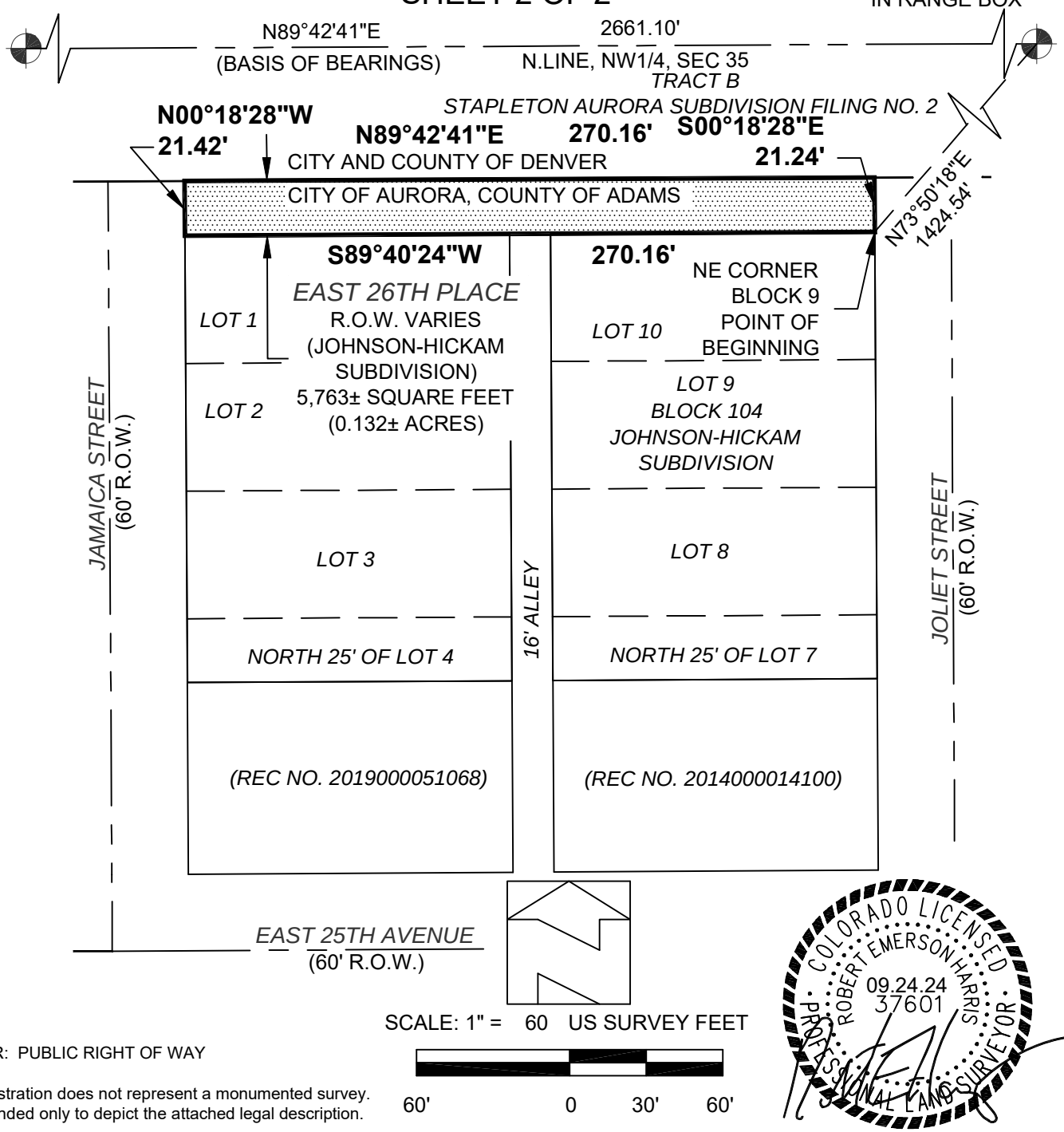


ILLUSTRATION FOR
EXHIBIT A

SHEET 2 OF 2



OWNER: PUBLIC RIGHT OF WAY

This illustration does not represent a monumented survey. It is intended only to depict the attached legal description.

CITY OF AURORA, COLORADO

DRAWN BY: DRH	1" = 60'	R.O.W. FILE NUMBER
CHECKED BY: REH	08-13-2024	JOB NUMBER: 24132

A PARCEL OF LAND , TO BE VACATED, LYING IN THE NW 1/4 OF SECTION 35, T3S, R67W OF THE 6th P.M., CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO.

CITY OF AURORA
Council Agenda Commentary

Item Title: Determination of Final Candidates to be Interviewed for the Civil Service Commission Vacancies
Item Initiator: Kadee Rodriguez, City Clerk
Staff Source/Legal Source: Kadee Rodriguez, City Clerk / Tim Joyce, City Assistant Attorney
Outside Speaker: N/A
Council Goal: 2012: 4.0--Create a superior quality of life for residents making the city a desirable place to live and work

COUNCIL MEETING DATES:

Study Session: N/A

Regular Meeting: 1/27/2025

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

Item requires a Public Hearing: ☐ Yes ☒ No

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

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

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

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

☐ Approve Item and Move Forward to Study Session

☐ Approve Item as Proposed at Study Session

☐ Approve Item and Move Forward to Regular Meeting

☒ Approve Item as Proposed at Regular Meeting

☐ Information Only

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

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: N/A

Policy Committee Date: N/A

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

☐ Recommends Approval ☐ Does Not Recommend Approval

☐ Forwarded Without Recommendation ☐ Minutes Not Available

☐ Minutes Attached

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

The purpose of the Civil Service Commission is to provide the citizens of Aurora with the most qualified applicants for and promotion to, firefighter and police officer positions, irrespective of the applicant's race, creed, color, gender, age, national origin, or religious or political opinions or affiliations, to inspire public confidence in the Civil Service System, and to afford uniformed members an opportunity for employment and promotion within uniformed positions of the Fire and Police Departments.

The Civil Service Commission consists of five (5) members appointed by the Aurora City Council. The term length is three (3) years and members may serve up to three (3) terms.

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

The Civil Service Commission has three (3) upcoming vacancies effective February 14th due to expiring terms. The vacancies have been advertised via a press release and social media. The application was made available online on November 17, 2024 and remains open.

During the January 13th Study Session, Council approved the interview and appointment schedule to fill the Civil Service Commission vacancies. Council has ranked the candidates and will determine who they wish to interview during the January 27th Council Meeting.

A total of five (5) qualified applications were received. Among the applicants are:

Andreastasha Clark – new applicant
Barbara Cleland – seeking reappointment
Judy Gurley-Lutkin – new applicant
Desmond McNeal – seeking reappointment
Matthew Snider – seeking reappointment

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

Who does Council wish to interview for the Civil Service Commission vacancies?

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 Civil Service Commission shall be composed of not less than three members nor more than five members who are residents of and registered electors in the City prior to their appointment. All appointments shall be for a three year period with a maximum or three consecutive terms. (City Charter, art III, sec. 3-17 and Aurora, Colo. Code sec. 102-68). All members of the Civil Service Commission shall serve at the pleasure of Council and may be removed at any time, with or without cause, upon an affirmative vote of eight members of City Council. (Aurora, Colo. Code sec. 102-68). (TJoyce).

TO: Mayor and Council Members

FROM: Kadee Rodriguez, City Clerk

DATE: January 13, 2025

RE: **Civil Service Commission Vacancies**

Proposed Interview & Appointment Schedule

November 17, 2024	Application opened online
January 13, 2025	Proposed interview and appointment schedule presented to council (Study Session)
January 17, 2025	Deadline to submit application
January 23, 2025	Deadline for council to submit rankings
January 27, 2025	Council determines candidates to interview (Council Meeting)
	Background checks conducted
February 10, 2025	Council interviews candidates (Study Session)
February 24, 2025	Council appoints commissioners (Council Meeting)

TO: Mayor and Council Members

FROM: Kadee Rodriguez, City Clerk

DATE: December 16, 2024

RE: Civil Service Commission Vacancy

Board Member Roster

Name	Term Ends
Barbara Cleland	2025
Matthew Snider	2025
Desmond McNeal	2025
Barbara Shannon-Banister	2026
Patricia Stephens	2027

Commission Composition

- **Composition:** Five (5) members
- **Term Length:** Three (3) year overlapping terms
- **Term Expiration Date:** February 14th
- **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/102_ArtIII

Application: Online application

Civil Service Commission

Applicant Package - Ward To Be Determined

Civil Service Commission - Ward To Be Determined

Term 15 Feb 2025 - 14 Feb 2028
Positions Available 3

Number of applicants in this package 1

- Clark, Andreastasha

Received: 12/19/2024
Ward II Resident & Registered Voter
Adams County
Vetted: 12/19/204

Marcus Bond

Name: Clark, Andreastasha

Address: [redacted]

Email: [redacted]

Board Name: Civil Service Commission

How long have you lived in Aurora?:

1 year

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 :

6 years

Degree(s) Received:

Bachelor's Degree in Public Health and a Nursing Certificate

College(s) Attended:

MS University for Women and Ivy Tech Community College

Employer Name:

none

Employer Address:

none

Current Position:

none

Years with Current Employer:

0

1. Previous Employer Name:

United States Postal Service

Position:

Mail Clerk

Years with Previous Employer:

1

Reason for Leaving:

Unforseen Circumstances

2.Previous Employer Name:

UPS

Position:

Sorter

Years with Previous Employer:

6 months

Reason for Leaving:

Took a position with the United States Postal Service

3. Previous Employer Name:

Waffle House

Position:

Server

Years with Previous Employer:

6 months

Reason for Leaving:

Moved to the great state of Colorado shortly after Christmas and New Year's Eve and rang in New Year's in two different states and two different times zones once here and once in Texas in mid-flight.

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 maintain the safety of the community and produce a thriving environment for those in the community by making sure that everyone is equally represented and protected by well-trained officers who take pride in doing their best to help uphold the law while also rewarding these diligent officers for their work with promotions and raises for completing competency training. Fairness and integrity are pillars that should uphold the foundation of this society, while kindness and courage to create and maintain a productive and peaceful environment for all involved should be limitless structure that we all hope to construct.

List your interests and activities.:

Learning new skills and helping others achieve goals and sustain happiness while going on adventures (finding restaurants and neighborhoods with authentic food and people) and noting the architecture of the buildings and the stories behind each piece.

List licenses, special training and certificates related to this board or that you would like to share with us. :

none

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

No

If yes, please explain:

na

Full Name:

Betty Hankey

Address:

[redacted]

Phone Number:

[redacted]

Full Name:

Jordan Hines

Address:

[redacted]

Phone Number:

[redacted]

Full Name:

Kimberly Young

Address:

[redacted]

Phone Number:

[redacted]

How did you hear about us? :

Other

ACKNOWLEDGMENT I hereby acknowledge:

1. Any law enforcement agency, administrator, state, municipal or federal agency, motor vehicle agency, institution, school or university (public or private), information service bureau, employer, or insurance company may furnish any and all background information requested by Global Solution Services.

2. If I continue through this process, the report on my criminal background check may become public record subject to release under Colorado's Open Records Act. Additionally, my criminal history may be discussed in public meetings.:

I agree

DECLARATION

I declare that to be a Commissioner for the Civil Service Commission I must:

• Be a "Registered Elector" as defined in Aurora City Code Section 54-2

• Reside within the municipal boundaries of the City of Aurora, Colorado

• Not hold any other position in the City of Aurora for which I receive either a per diem or salary compensation

• Not hold an appointive position as a member of any other board or Commission serving the City of Aurora:

I agree

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

I agree

Signature:

Andreastasha Rolinda Clark

Date:

12/18/2024

Time of Submission: 12/19/24 12:38:10 AM

Attachments

- AndreastashaClarkResume2024.pdf

Andreastasha Clark

Please feel free to contact me via text or email at:
Email:
[redacted]

Mobile Phone:
[redacted]

I was a Licensed Practical Nurse. I eventually hope to earn a higher degree as a physician's assistant and learn more about the holistic approaches of healthcare. I want to learn as much as I possibly can and become a better person both professionally and characteristically, but for the next 4-5 years I am searching for a remote position that will allow me to take time at home to build a family of my own and have my own children.

Willing to relocate: Anywhere Authorized to work in the US for any employer

Work Experience:

Mail Clerk
United States Postal Service
Lakewood, Colorado February 2024 to September 2024
Denver, Colorado August 2023 to February 2024

I placed mail into post office boxes, occasionally handled customer concerns about their llost mail or packages, computed federal center incoming post office box mail volume and billed according to USPS letter/parcel standards, distributed packages from multiple carriers including UPS and DHL, distributed postage to assigned carrier pick-up locations (pie racks), distributed advertisements, and collected P.O. Box keys from the outside lockers. At the Denver general manufacturing plant, I collected mail form the stacks and placed them in the trays and then in the collection area (pie racks) and placed them into transport bins to be picked up by mail handlers in the facility, I also placed mail into the machines for sorting into states route or carrier route. I also sorted mail that the machine could not sort by hand occasionally and the holiday cards to Santa were always adorable.

Sorter
UPS
March 2023 to August 2023

I sorted packages into proper bins according to labels and occasionally helped stack boxes for packaging.

Server
Waffle House
October 2022 to December 2022

I listened to customers, took their orders, learned their preferences, occasionally cooked, cleaned the restrooms, bussed the tables, served food, cleaned the parking lot, did some food prep, restocked occasionally, took out trash, and washed dishes.

LPN
ShiftKey
I worked PRN (as needed) and built my own schedule working as a licensed practical nurse throughout several states including Alabama, Mississippi, and Tennessee. Every assignment required me to learn something new and adapt to a new patient roster and new facility. Adaptiveness and motivation were the epitome of this job during this covid frightened population of medical professionals such as myself at the time.

LPN
Urgent Team
Starkville, MS
February 2021 to November 2021
I am currently employed with this company. As an LPN for this company, I collect and perform covid rapid test, collect covid PCR molecular tests, perform urinalysis and federal as well as non-federal drug screens, collect and perform strep tests, collect and perform mono tests, collect and perform RSV tests, collect and perform pregnancy tests, collect specimens to test for STDs, collect blood specimens, administer injections, administer treatments when within my scope of practice, triage (collect patient's health history, medications, and the nature of their visit), collect vital signs, and document as well as sanitize and disinfect commonly used areas (i.e. triage room and patient rooms when possible). I also alert the provider when there are emergent situations or potentially emergent situations. Laboratory specimens that I've collected are labelled, bagged, and placed in the collection box by me. We typically see anywhere from 20-35+ patients a day, but the job has taught me a lot.

LPN
ComForCare Home Health
Columbus, MS
January 2021 to June 2021

I provided care for a client that required bathing, dressing, and changing of briefs. I worked every other weekend. Unfortunately, I was (currently still do) work a full-time job at an urgent medical care facility because I could not provide the patient with consistent care, I withdrew from the position so that they could find someone full-time. I could not be there as often as I necessary and felt my patient deserved better than just every other weekend.

Licensed Practical Nurse
KMG Homecare Unlimited
Anderson, IN
August 2018 to July 2020
I have learned how to successfully replace changeable tubes and operate both the kangaroo and Enteral infinity feeding pumps.

Licensed Practical Nurse
American Senior Communities
Anderson, IN
December 2017 to September 2018

I was a charge nurse at Edgewater Woods and care for anywhere from 24 to 29 patients in an 8.5 hour shift that sometimes extends to 12 hours. I appreciate the kindness and understanding of my patients, co-workers, and management, but I think I'm ready to learn more about the analytical side of nursing. I can do assessments, pass medications, contact on call services, recognize symptoms of a stroke and diabetic ketoacidosis. I can successfully intermittently catheterize both males and females. I am familiar with ultrasonic bladder scanners. I am open and willing to learn new skills and will accept on the job training if available.

Cashier
CVS Pharmacy
December 2015 to April 2018

I was a front store cashier at CVS Pharmacy, although I occasionally work in the pharmacy. I keep the store neat and organized, check out customers, and do my best to promote health and wellness.

Education

College Degree in Nursing Ivy Tech Community College
Anderson, IN
August 2016 to July 2017

Bachelor's in Science Mississippi University for Women
Columbus, MS
August 2013 to December 2013

Skills • LPN • Staff Nurse • Home Health • Pediatrics • Nursing • Medication Administration • EMR Systems • Tube Feeding • Experience Administering Injections • Documentation review • Vital signs • Triage • Laboratory Experience • Medical Imaging • Medical Records • Infection Control Training • Patient Care • Home Care • Caregiving • Phlebotomy • Patient monitoring (5 years)

Civil Service Commission

Applicant Package - Ward To Be Determined

Civil Service Commission - Ward To Be Determined

Term 15 Feb 2025 - 14 Feb 2028
Positions Available 3

Number of applicants in this package 1

- Cleland, Barbara

Received: 11/11/2024
Ward IV Resident & Registered Voter
Arapahoe County
Vetted: 11/12/2024
Marcus Bond

Name: Cleland, Barbara

Address: [redacted]

Email: [redacted]

Board Name: Civil Service Commission

How long have you lived in Aurora?:

50

Home Phone Number:

[redacted]

Mobile Phone Number:

Same

Are you registered to vote? :

Yes

Date of Birth (Month/Day/Year) (Required to Verify Voter Registration):**

[redacted]

Years of Education Completed :

One year

Degree(s) Received:

None

College(s) Attended:

Western state college

Employer Name:

Retired

Employer Address:

None

Current Position:

None

Years with Current Employer:

None

1. Previous Employer Name:

Aurora Mental Health

Position:

Community relations

Years with Previous Employer:

22years

Reason for Leaving:

Retired

2.Previous Employer Name:

City of Aurora

Position:

City council

Years with Previous Employer:

28

Reason for Leaving:

Retired

3. Previous Employer Name:

Comprecare

Position:

Office mgr

Years with Previous Employer:

3years

Reason for Leaving:

Went to work at Aumhc

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?:

Aurora housing authority

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

Yes

Why do you desire this appointment? :

I enjoy and understand what the civil service does

List your interests and activities.:

Ancestry

List licenses, special training and certificates related to this board or that you would like to share with us. :

None

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

No

If yes, please explain:

None

Full Name:

Cindy Bohl

Address:

[redacted]

Phone Number:

[redacted]

Full Name:

Jeanette Reed

Address:

[redacted]

Phone Number:

[redacted]

Full Name:

Charlie Richardson

Address:

[redacted]

Phone Number:

[redacted]

How did you hear about us? :

Other

ACKNOWLEDGMENT I hereby acknowledge:

1. Any law enforcement agency, administrator, state, municipal or federal agency, motor vehicle agency, institution, school or university (public or private), information service bureau, employer, or insurance company may furnish any and all background information requested by Global Solution Services.

2. If I continue through this process, the report on my criminal background check may become public record subject to release under Colorado's Open Records Act. Additionally, my criminal history may be discussed in public meetings.:

I agree

DECLARATION

I declare that to be a Commissioner for the Civil Service Commission I must:

• Be a "Registered Elector" as defined in Aurora City Code Section 54-2

• Reside within the municipal boundaries of the City of Aurora, Colorado

• Not hold any other position in the City of Aurora for which I receive either a per diem or salary compensation

• Not hold an appointive position as a member of any other board or Commission serving the City of Aurora:

I do not agree

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

I agree

Signature:

Barbara Cleland

Date:

11/11/2024

Time of Submission: 11/11/24 1:20:01 PM

Civil Service Commission

Applicant Package - Ward To Be Determined

Civil Service Commission - Ward To Be Determined

Term 15 Feb 2025 - 14 Feb 2028
Positions Available 3

Number of applicants in this package 1

- Gurley-Lutkin, Judy

Received: 01/14/2025
Ward VI Resident & Registered Voter
Arapahoe County
Vetted: 01/15/2025
Marcus Bond

Name: Gurley-Lutkin, Judy

Address: [redacted]

Email: [redacted]

Board Name: Civil Service Commission

How long have you lived in Aurora?:

37 years/ 62 years in Colorado

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 :

14

Degree(s) Received:

Associates Degree

College(s) Attended:

Red Rocks Community College

Employer Name:

Retired

Employer Address:

N/A

Current Position:

N/A

Years with Current Employer:

N/A

1. Previous Employer Name:

City of Aurora Police Department

Position:

Police Officer

Years with Previous Employer:

27 years

Reason for Leaving:

Retirement

2.Previous Employer Name:

Arapahoe County Sheriff's Office

Position:

Deputy Sheriff

Years with Previous Employer:

7 years

Reason for Leaving:

Employment with City of Aurora

3. Previous Employer Name:

Continental Airlines

Position:

Flight Attendant

Years with Previous Employer:

9

Reason for Leaving:

Employment with Arapahoe County Sheriff's Office

Do you presently serve in other appointed position(s) on any city of Aurora board, committee or commission? :

No

If yes, what board, committee or commission?:

N/A

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

No

Why do you desire this appointment? :

To serve my community and my former department

List your interests and activities.:

Camping, Traveling, Golf

List licenses, special training and certificates related to this board or that you would like to share with us. :

I was a police officer for 34 years and I believe my training and certifications will assist this commission and the city.

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

No

If yes, please explain:

N/A

Full Name:

Nick Metz

Address:

[redacted]

Phone Number:

[redacted]

Full Name:

Jad Lanigan

Address:

[redacted]

Phone Number:

[redacted]

Full Name:

Terry Brown

Address:

[redacted]

Phone Number:

[redacted]

How did you hear about us? :

Other

ACKNOWLEDGMENT I hereby acknowledge:

1. Any law enforcement agency, administrator, state, municipal or federal agency, motor vehicle agency, institution, school or university (public or private), information service bureau, employer, or insurance company may furnish any and all background information requested by Global Solution Services.

2. If I continue through this process, the report on my criminal background check may become public record subject to release under Colorado's Open Records Act. Additionally, my criminal history may be discussed in public meetings.:

I agree

DECLARATION

I declare that to be a Commissioner for the Civil Service Commission I must:

• Be a "Registered Elector" as defined in Aurora City Code Section 54-2

• Reside within the municipal boundaries of the City of Aurora, Colorado

• Not hold any other position in the City of Aurora for which I receive either a per diem or salary compensation

• Not hold an appointive position as a member of any other board or Commission serving the City of Aurora:

I agree

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

I agree

Signature:

Judy L. Gurley-Lutkin

Date:

01/14/2025

Time of Submission: 01/14/25 7:13:22 PM

Civil Service Commission

Applicant Package - Ward To Be Determined

Civil Service Commission - Ward To Be Determined

Term 15 Feb 2025 - 14 Feb 2028
Positions Available 3

Number of applicants in this package 1

- McNeal, Desmond

Received: 11/14/2024
Ward VI Resident & Registered Voter
Arapahoe County
Vetted: 11/14/2024

Marcus Bond

Name: McNeal, Desmond

Address: [redacted]

Email: [redacted]

Board Name: Civil Service Commission

How long have you lived in Aurora?:

40 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 :

16

Degree(s) Received:

BSN, BA

College(s) Attended:

METRO STATE UNIVERSITY, NORTHEASTERN UNIVERSITY, WESTERN GOVERNORS UNIVERSITY

Employer Name:

HCA HEALTHONE

Employer Address:

6196 S AMMONS WAY

Current Position:

CHARGE NURSE

Years with Current Employer:

2

1. Previous Employer Name:

UCHEALTH

Position:

EMS MANAGER

Years with Previous Employer:

11

Reason for Leaving:

STILL EMPLOYED BUT STEPPED DOWN TO MSTU PARAMEDIC TO TRANSITION INTO NURSING ROLE

2.Previous Employer Name:

AMR COLORADO SPRINGS

Position:

PARAMEDIC FTO

Years with Previous Employer:

5

Reason for Leaving:

TO TRANSISTION TO A HOSPTIAL ROLE

3. Previous Employer Name:

NORTHGLENN AMBULANCE

Position:

PARAMEDIC

Years with Previous Employer:

4

Reason for Leaving:

MOVE TO AMR COLORADO SPRINGS FOR BETTER POSITION.

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? :

Yes

Why do you desire this appointment? :

DURING MY TIME ON CSC I HAVE HELP NAVIGATE THE CONSET DECREE CHANGES AND FAIRLY EVALUATE DISCIPLINE. I FEEL LIKE WE HAVE DONE A GOOD JOB IMPROVING THE HIRING PROCESS AND WOULD LIKE TO CONTINUE TO MOVE THE PROCESS FORWARD.

List your interests and activities.:

ELECTRIC VEHICLES, MARTIAL ARTS, SPORTS, EDUCATION

List licenses, special training and certificates related to this board or that you would like to share with us. :

PARAMEDIC FOR 20 YEARS, EMS LEADERSHIP FOR 10 YEARS. EXPERIENCE WORKING WITH POLICE AND FIRE DEPARTMENTS IN THE FIELD.

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

No

If yes, please explain:

NO

Full Name:

MATT CAIN

Address:

[redacted]

Phone Number:

[redacted]

Full Name:

JACOB WHITE

Address:

[redacted]

Phone Number:

[redacted]

Full Name:

HOLLY BOOKER

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

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• Reside within the municipal boundaries of the City of Aurora, Colorado

• Not hold any other position in the City of Aurora for which I receive either a per diem or salary compensation

• Not hold an appointive position as a member of any other board or Commission serving the City of Aurora:

I agree

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

I agree

Signature:

DESMOND K MCNEAL

Date:

11/14/2026

Time of Submission: 11/14/24 12:36:53 PM

Civil Service Commission

Applicant Package - Ward To Be Determined

Civil Service Commission - Ward To Be Determined

Term 15 Feb 2025 - 14 Feb 2028
Positions Available 3

Number of applicants in this package 1

- Snider, Matthew

Received: 11/10/2024
Ward VI Resident & Registered Voter
Arapahoe County
Vetted: 11/12/2024
Marcus Bond

Name: Snider, Matthew

Address: [redacted]

Email: [redacted]

Board Name: Civil Service Commission

How long have you lived in Aurora?:

13+ 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 :

17

Degree(s) Received:

Bachelor of Science (1980); Master of Divinity (1999)

College(s) Attended:

State University of NY, College at Brockport; Texas Christian University (Brite Divinity School)

Employer Name:

Mintz Law Firm LLC

Employer Address:

605 Parfet Street, Suite 102, Lakewood, CO 80215

Current Position:

IT Director

Years with Current Employer:

7- 1/2 and counting

1. Previous Employer Name:

Panorama Productions & Digital Services

Position:

CEO/Owner/Principle Consultant and Engineer

Years with Previous Employer:

35+

Reason for Leaving:

Retired and sold my company

2.Previous Employer Name:

Fire and Police Pension Association

Position:

Death & Disability Benefit Coordinator

Years with Previous Employer:

<1

Reason for Leaving:

I did not get along with my supervisor

3. Previous Employer Name:

LTV Corporation

Position:

Senior Pension Analyst/Plans Administrator

Years with Previous Employer:

3-1/2

Reason for Leaving:

Company went bankrupt

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?:

Civil Service Commission

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

Yes

Why do you desire this appointment? :

I believe I have significantly contributed to the Civil Service Commission during a very tumultuous time. I have helped stabilize and restore confidence in the Commission by helping to rewrite the rules, procedures and processes for hiring police officers and firefighters in light of the Consent Decree. I have helped the process become more transparent. I have contributed significantly to public safety by participating in the hiring processes of both APD and AFR and ruling against unqualified applicants and by participating in the disciplinary process for officers who have been disciplined by various chiefs of police.

List your interests and activities.:

Photography; computing and technology; religion; politics

List licenses, special training and certificates related to this board or that you would like to share with us. :

I am a certified paralegal; I have taught classes on photography, technology and speech communication; I served for two years on the New York City Auxiliary Police Department

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

No

If yes, please explain:

N/A

Full Name:

Tony Tobias

Address:

[redacted]

Phone Number:

[redacted]

Full Name:

Sherry Harder

Address:

[redacted]

Phone Number:

[redacted]

Full Name:

Rev. John Kingsbury

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

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• Not hold an appointive position as a member of any other board or Commission serving the City of Aurora:

I agree

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

I agree

Signature:

Matthew H. Snider

Date:

11/10/2024

Time of Submission: 11/10/24 12:26:27 PM

Attachments

- Snider NP Vitae.pdf

Rev. Matthew H. Snider, M.Div., B.S.
[redacted]

Education

Master of Divinity in Theology, Leadership and Church Management.
Brite Divinity School, Texas Christian University. Ft. Worth, TX. 12/99
Certificate of Completion in Employee Benefits under ERISA.
Institute for Paralegal Training. Houston, TX. 10/83
Bachelor of Science in Interdisciplinary Communication Studies. ***Summa Cum Laude***.
State University of New York, College at Brockport. Brockport, NY. 8/80
Diploma. DeWitt Clinton High School. Bronx, NY. 1/74

Non-profit Experience

Independent Candidate for Colorado Senate District 27, Aurora, CO, *in association with the Colorado Center Party* — 2022 Election Cycle

Civil Service Commissioner, *City of Aurora* — February 2022 to present

Candidate for **State Representative for Colorado House District 56**, Arapahoe/Adams County, Democratic Party — 2016 Election Cycle

Presiding Director (Chair of the Board). *Greater Castle Rock Art Guild*, Castle Rock, CO — 1/15 – 9/16

Committee Member, Long Range Planning Committee. *Cherry Creek School District*, Greenwood Village, CO — 9/14 - present

Building Utilization Subcommittee Member, Long Range Planning Committee, *Cherry Creek School District*, Greenwood Village, CO

Attendance Boundary Subcommittee Member, Long Range Facilities Planning Committee, *Cherry Creek School District*, Greenwood Village, CO

Innovation Subcommittee Member, Long Range Facilities Planning Committee, *Cherry Creek School District*, Greenwood Village, CO

Director, Corporate Secretary and Treasurer of the Aurora-located Beacon Point Metropolitan District, a political subdivision of the State of Colorado. **Acting President** from May 13, 2015 to June 15, 2015. Completed reorganizing the debt of the district by issuing approximately $24 Million in insured, lower-interest Refunding Bonds at a highly rated status by S&P to save the district more than $7 Million over the period of the bonds from the previous issues over the same period. — 7/13 – 6/18

Chair of the Central Committee, Colorado House District 56, Combined Arapahoe County-Adams County Democratic Party. Elected 1st Vice Chair, then became chair upon the resignation of the previous chair. — 2/12 – 2/15

Appointed and then elected to post of ***Assistant Regional Director***, Region 8 (Texas, New Mexico, Louisiana and Mexico), *National Press Photographers Association, Durham, NC* — 6/05 - 11/08

Incorporator, Board Member and Executive Director of a non-profit, 501c4 community-based, member-supported educational computer user group with over 200 members at the conclusion of my term. *Mid-Cities Macintosh and Newton Users Group, Euless, TX* — 1/95 – 7/98

Elected to the following posts: President and Vice President. Served under appointment as: Program Director, Advertising Manager, Volunteer Coordinator, Grant Writer, Fundraiser and Special Tax and Non-profit Consultant of a non-profit, 501c3 community-based, — 7/85 – 1/94

member-supported educational computer user group with over 1,250 members at the conclusion of my term. *Apple Corps of Dallas, Dallas, TX.*

Incorporator, Board Member, Corporate Secretary and Public Relations Manager of a non-profit, 501c4 management organization for a consortium of community-based computer users groups comprising over 5,000 members. *D/FW Xchange Corporation, Dallas.* 10/93 – 9/94

For-profit Experience

Investigator/IT Director/Streaming Marketing Director of a personal injury law firm. Responsible for operations and management of all IT systems and oversight of contracted services. I also participate in the investigation and interview process for persons inquiring about representation for personal injury matters. Assist with marketing including liaison with CBS4/Paramount+, 9News/Premion and Colorado Public Radio for our digital OOT advertising campaigns and radio advertising. Produced 30+ video commercials and engaged Ed Greene (formally of CBS4 and now with 9News) as firm spokesman. Responsible for facilities maintenance and general administration. Oversaw the complete digital transformation and conversion from on-premises resources to a 100% cloud-based services firm. *Mintz Law Firm LLC, Lakewood, CO* 3/17 - present

Death & Disability Benefit Coordinator of a quasi-governmental retirement and disability benefits organization. Responsible for full cycle management, administration and processing of death and disability claims from FPPA-member police and firefighters and their surviving family members under the Statewide Death and Disability Plan. *Fire and Police Pension Association, Greenwood Village, CO.* 4/11 – 1/12

CEO/Owner/Principle Consultant of a closely-held computer support and network consultancy specializing in IT sales and support services for over 300 businesses each with 100 and under users and systems. Started as a part-time sole-shareholder small business while still working as a benefits consultant and built it into a full-time business. Primarily servicing clients in the Dallas-Ft. Worth area, due to our Valued Added Reseller licensing agreement with Apple, my contractors, employees and I provided technology sales and both on-site and remote service to clients in Colorado, Wyoming, New Mexico, Oklahoma, Louisiana, Arkansas and Texas. I still provide IT consulting services to a select list of mostly Colorado-based businesses. *Mac & PC Factory, Inc. and Panorama Productions & Digital Services, LLC, Cleburne, TX and Aurora, CO.* 1/82 – present

Senior Pension Analyst/Plans Administrator of a Fortune 50 aerospace and defense manufacturer. Responsible for the operation, compliance and administration of 32 qualified and non-qualified defined benefit, defined contribution, stock, health and welfare benefit plans (health (indemnity and HMO programs) LTD, STD, FSA, EAP, pre-COBRA benefit continuation program, life insurance, prepaid legal assistance, transportation reimbursement/pass program, etc.) encompassing five operating divisions, for 55,000 exempt, non-exempt and union employees, with accrued benefits in excess of $2 billion and plan assets of $1 billion. Managed annual operating budget in excess of 1/88 – 4/91

$17 million that I reduced to just over $11 million. Supervised 120 employees, including 5 divisional benefit managers at the operating divisions, and all the consultants and actuaries providing third party services to the company's plans. Also administered executive deferred compensation and restricted stock plans. Full-cycle departmental HR responsibility. *The LTV Corporation, Dallas, TX.*

Employee Benefits Consultant for a Big 8 Accounting and Consulting firm in the Human Resources Consulting department. *KPMG Peat Marwick, Dallas, TX.* Career highlights include: 4/85 – 4/88

- Directed and managed the preparation, amendment, merger, termination and audit of over 1,000 qualified employee benefit plans and the accompanying IRS determination process under TEFRA, DEFRA, REA, OBRA '85, TRA '86, etc., and other subsequent legislative and regulatory changes without a single adverse ruling.
- Coordinated and supervised the rewriting of employee benefit plan communication materials for over 300 different companies.
- Negotiated with and obtained favorable rulings from the IRS on qualified plans on which it had initially determined to rule adversely to the interest of clients saving over $300,000 in taxes, interest and penalties.
- Successfully attracted and developed new clients and obtained additional engagements from existing clients (including cross-selling into audit and tax departments).
- Performed 401k, ESOP and profit sharing plan administration including annual benefit and earnings calculations and allocations and prepared participant benefit statements.

Employee Benefits Paralegal for multi-practice law firm. *Thomas Law Firm, P.C., Dallas. TX.* My supervising attorney was Herbert Thomas who specializes in employee benefits, estates, probate, tax, corporate and general business law and real estate. Some of my principle responsibilities were: Drafting employee benefit plan documents for attorney review as well as plan and trust amendments; reviewing existing plan documents to identify provisions requiring amendment for legislative and/or regulatory changes. Administration of small defined contribution plans, including preparation of participant statements, annual filings, summary annual reports, etc.; assisting attorney with corporate business, tax, estates, probate, and trusts practice with duties including law library maintenance, legal research with LEXIS/NEXIS and other manual and electronic sources, drafting of memoranda and pleadings, court filings and appearances, drafting articles of incorporation, bylaws, resolutions, agreements, certifications, preparation of various closing binders, preparation and filing of UCC statements, etc.; and preparing and filing of wills and trusts, annual and ad hoc accounting for estates in probate and Court submission. 10/83 – 4/85

Workers Compensation Claims Adjuster for a multi-specialty commercial insurance company. *Houston General Insurance Company and Tokio Marine and Fire Insurance Company, Fort Worth, TX.* Conducted investigations into injuries sustained by employees of insured 1982 - 1983

businesses. Took recorded statements and wrote reports and recommendations to underwriters and supervisors based on findings. Set up reserve accounts for payment of claims. Authorized the payment of claims. Followed injured employee treatment until maximum medical improvement attained. Negotiated with claimants and attorneys. Prepared and executed settlement documents.

Publications/Presentations/Citations

Publication: Chapter "Best of Photography" (pp. 112-119), *Best of the High School Press, Volume 18*, National Scholastic Press Association	Distribution 2013 Copyright 2012
Presentation: "How to Organize and Operate a Non-Profit Computer Users Group" Presentation given to 400 attendees at *MacWorld Expo, Boston*	August 1987
Presentation: "Computerization of Field Audit Practices Utilizing the Macintosh" Presentation given to 400 top industry executives on behalf of Peat Marwick Accounting Firm, *InfoMart, Dallas, TX*	April 1987
Publication (Contributor and Editorial Assistant): "How Computer User Groups Can Become Tax Exempt" *Apple Computer User Group Connection*	March 1987
Citation: "Employee Benefits: Which Package is Best?" *Reseller Management*	June 1989

Research Experience

Graduate research and editorial assistant to Dr. Ralph Behnke, Speech Communication Department, Texas Christian University	Spring 1983
Graduate research assistant to Dr. Richard Armstrong in Health Communication, Speech Communication Department, State University of New York, College at Brockport	Spring – Fall 1981
Committee Member, Course Content and Curriculum Development Committee, Speech Communication Department, Purdue University. Chair: Dr. Linda Putnam	Fall 1980

Teaching Experience

Numerous Bible-studies and presentations to a variety of churches and other gatherings on a variety of religious topics concerning both Jewish and Christian history and theology	1975 to present
Photography Teacher, Adult Continuing Education Program, Cleburne Independent School District, TX	2004 - 2011
Computer Training in a variety of subjects offered through the Apple Corps of Dallas, the Mid-Cities Macintosh and Newton Users Group and Tarrant County Junior College	1985 - 1998
Graduate teaching assistant to Dr. Ralph Behnke, Speech Communication Department, Texas Christian University. Taught 3 sections of Introduction to Speech Communication	Spring 1983
Graduate teaching assistant to Dr. Linda Putnam, Speech Communication Department, Purdue University. Taught 3 sections of Fundamentals of Communication	Fall 1980
Undergraduate teaching assistant to Dr. Akira Sonbamatsu, Speech	Fall 1979 and Spring 1980

Communication Department, State University of New York, College at Brockport. Assisted in the teaching of Small Group Communication and General Semantics	
Undergraduate teaching assistant to Dr. Thomas Baglen, Speech Communication Department, State University of New York, College at Brockport. Assisted in the teaching of Organizational Communication	Spring and Summer 1979

Professional Development

License to Preach School, Central Texas Conference of the United Methodist Church	August 1996
Certified Network Administrator (Netware) – I have over 20 different IT certificates from 30+ years in the IT industry	February 1995
KPMG Peat Marwick Tax and Consulting Schools (various topics)	1985 - 1988

Affiliations/Memberships/Other Experience

Member of Temple Sinai, Denver, CO	2015 - present
Assistant Pastor, Simpson United Methodist Church, Arvada, CO	5/2015 – 12/2016
Attendee, participant and ad hoc clergy at Smoky Hill United Methodist Church, Centennial, CO	2013 - 2015
Member of Beth-El Congregation, Ft. Worth, TX, a Reform Jewish Congregation	2006 – 2012
Administrative Pastor, First United Methodist Church, Bedford, TX. My responsibilities included full-charge accounting and budgeting; plant, building, equipment and vehicle oversight; database maintenance and support; and other administrative duties as assigned.	1/99 – 6/99
Ordained as United Methodist Clergy (Deacon), Central Texas Conference, Fort Worth, TX	June 1998
Associate Pastor, First United Methodist Church, Keller, TX. My responsibilities included teaching the Pastor's Sunday School Class; hospital and hospice visitation; new member orientation; leading and assisting at worship; preaching; weddings, funerals, baptisms and confirmations; pastoral liaison and leadership to fund raising, building, capital and technology committees.	6/98 – 12/98
Member of New World United Methodist Church, Arlington, TX	1991 – 1998
Member of Hillel/Havurah Club, State University of New York, College at Brockport	1978 - 1980
New York City Auxiliary Police Officer, Bronx, NY. Assigned to 50th and 52nd Police Precincts to neighborhood foot patrol division. Received Bronx 7th Division commendation award along with the other members of the auxiliary unit. Shield# 1958.	1974 - 1976
Member of and student in Jacob H. Schiff Center Jewish Synagogue and Family Center, Bronx, NY.	1956 - 1974

Interests

Life-long interest and participation in the photographic arts that has included a part-time freelance photojournalism career that started in 1972 when I received my first press credentials from *The New York Times*, the *New York Daily News*, *Riverdale Press* and the *New York Post*. My photography career has included photo sales to and publication in the aforementioned periodicals and to others including:

Time, *Life*, *Sports Illustrated*, *The New York Times*, *the New York Daily News*, *the New York Post*, *News Photographer*, *Popular Photography*, *the Dallas Times Herald*, *Dallas Morning News*, *Texas Jewish Post*, *Cleburne Times-Review*, *Burleson-Crowley Connection*, *Johnson County Community Life Magazine*, *Johnson County News*, and *the Fort Worth Star-Telegram*. I also provided services as a reporter, art and performing arts reviewer and opinion column writer for the *Cleburne Times-Review*. I also served as a national photography contest judge for the 2008, 2010 and 2012 National Scholastic Press Association (High School) and the 2009, 2011 and 2013 Associated Collegiate Press (College) photography contests.

Life-long support of and interest in Israel and Jewish causes and philanthropy including stays at Kibbutz Ma'alae Chamisha and Kibbutz Gevim and attendance at Ulpan Etzion in 1972 and 1973. I participated in fund raising for the Israeli Institute of Technology and attended their high school computing science summer school in 1973. My family was a member of B'nai Brith, the Anti-Defamation League, Supporters of Technion, supported the Jewish National Fund and my father was a member of Jewish War Veterans.

CITY OF AURORA
Council Agenda Commentary

Item Title: Discussion and Possible Action Regarding Future In-Person or Virtual Council Meetings
Item Initiator: Peter Schulte, City Attorney
Staff Source/Legal Source: Peter Schulte, City Attorney / Jack Bajorek, Interim City Attorney
Outside Speaker: N/A
Council Goal: 2012: 2.1--Work with appointed and elected representatives to ensure Aurora's interests

COUNCIL MEETING DATES:

Study Session: N/A

Regular Meeting: 10/14/2024

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

Item requires a Public Hearing: ☐ Yes ☒ No

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

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

Peter Schulte, City Attorney / Jack Bajorek, Interim City Attorney

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

☐ Approve Item and Move Forward to Study Session

☐ Approve Item as Proposed at Study Session

☐ Approve Item and Move Forward to Regular Meeting

☐ Approve Item as Proposed at Regular Meeting

☐ Information Only

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

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: N/A

Policy Committee Date: N/A

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

☐ Recommends Approval ☐ Does Not Recommend Approval

☐ Forwarded Without Recommendation ☐ Minutes Not Available

☐ Minutes Attached

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

N/A

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

If needed, this is notice on the Council Agenda for Council to discuss their rules and procedures moving forward with in-person/virtual council meetings and other matters involving their rules and procedures.

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

If needed, does Council wish to discuss their Rules and Procedures, including, but not limited to, addressing and/or making a decision on whether future council meetings will be in-person/virtual?

LEGAL COMMENTS

The corporate authority and all legislative authority of the City shall be vested in the council, as the governing body of the City. The council shall determine its own rules and procedures and order of business and shall keep a journal of its proceedings. City Code Section 2-32. (Schulte)